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—AND—

LEGAL BLANK PUBLISHERS,

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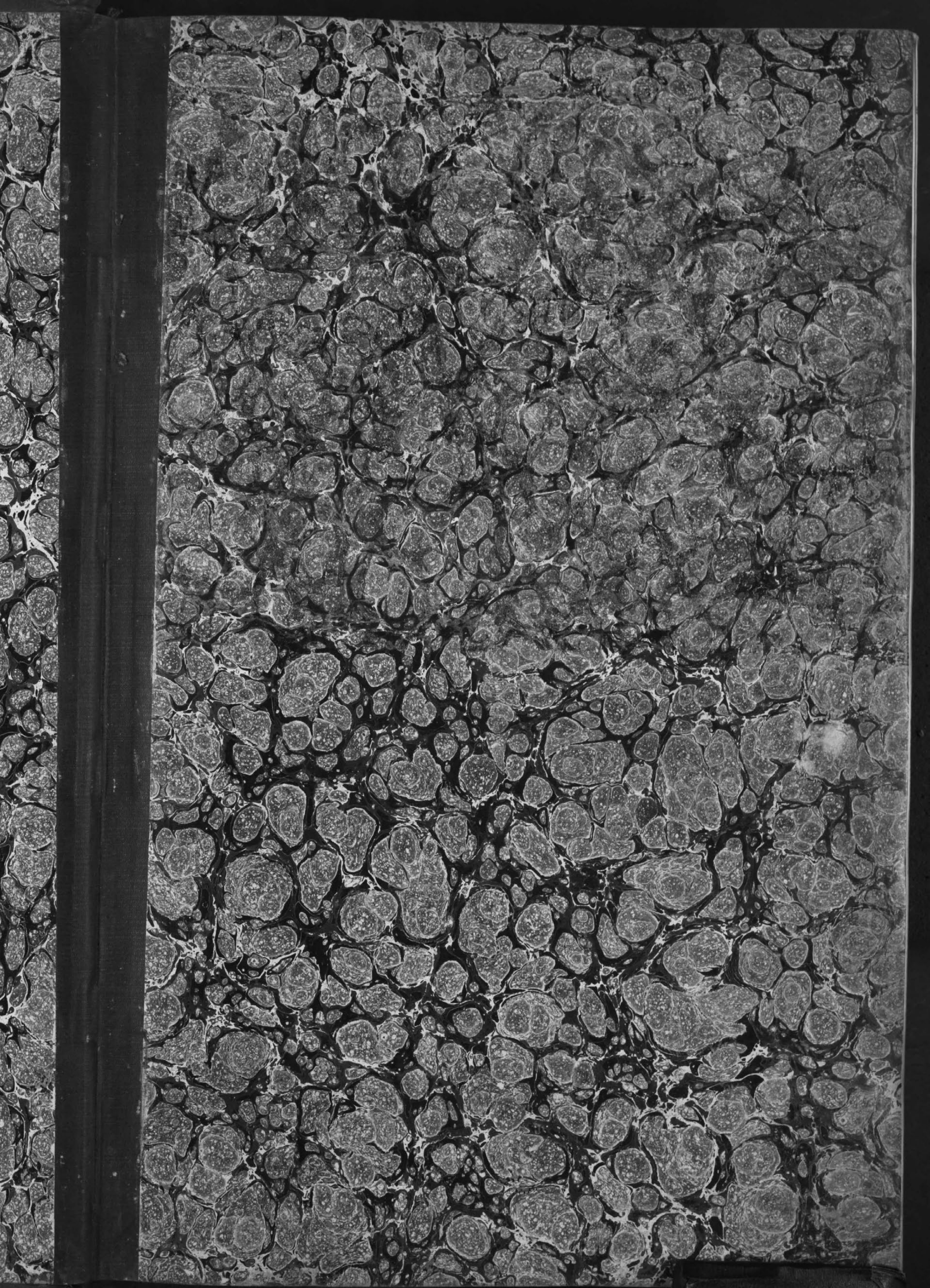

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Pleas before His Honor John L. Porter Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio. on the 12th day of September 1881. Hereto for, to-wit: on the 26th day of March 1881. the following petition was filed with the Clerk of said Court which reads as follows, viz:

Charles Wilkinson

vs

Richard Wilkinson,
William Wilkinson,
Harry Wilkinson
Minnie Wilkinson, and
Fredrick Wilkinson
Children of Richard Wilkinson dec'd.

Court of Common Pleas.
Union County, Ohio.

The Plaintiff says: 1st On or about the 3d day of September 1872. one Richard Wilkinson late of said County of Union & State of Ohio, died intestate, seized of and estate in fee simple in the following described Real Estate, to-wit: 1st Tract. Situate in Paris Township Union County Ohio. and in Survey No. 4069. Beginning at the N. E. corner of Thomas Liggins land; Thence S. 10 degrees W. to the line of Jackson G. Sprague's land; Thence along said line to the corner of Samuel Sherwoods and Jackson G. Spragues land; Thence N. W. to a stake in the margin of the old Milford road. thence west with said road to the place of beginning, containing 5 acres. Also 2d Tract. in said Survey No. 4069. Beginning at a stake in the east line of P. Downs & thence S. with his line 10 poles to a stake, Thence E. with the line of Alphus Wells land 60 poles to a stake & Iron wood, thence northerly 10 poles, to a stake in line of land owned by Richard Wilkinson, thence westerly to the begining, containing 3 Acres more or less. The said Richard Wilkinson left Susan Wilkinson, his widow, who was entitled to dower in said premises said widow has since deceased, without her dower ever being assigned to her. The said premises descended to the following persons, only heirs and legal representatives of the said Richard Wilkinson, deceased, to-wit: Charles Wilkinson the plaintiff, Richard Wilkinson and William Wilkinson, Harry Wilkinson, Minnie Wilkinson & Fredrick Wilkinson. The said Richard & William are minors over 14 years of age & sons of said Richard Wilkinson deceased. The said Harry is a minor under 14 years of age & son of said Richard Wilkinson, deceased. The said Minnie is a minor under 14 years of age and daughter of said Richard Wilkinson deceased. The said Fredrick is over age but is an imbecile being of weak mind & incapable of doing any work or business is a son of said Richard Wilkinson deceased. The Plaintiff is a son of said Richard Wilkinson deceased. The parties above named have the following undivided estate in said premises. The plaintiff and the said Richard William, Harry, Minnie & Fredrick each one sixth in fee. The Plaintiff desires to hold his said interest in severalty and says that Partition may be made, or if partition cannot without manifest injury be made then that the premises may be sold or other order be taken pursuant to the statute.

P. B. Cole & Son attys for Petitioner

State of Ohio. Union County ss. J. B. Cole being sworn says he is one of the Attorneys of the Plaintiff duly authorized in the premises. That the Plaintiff is a non resident of the said County of Union and that the facts stated and allegations in the foregoing Pleading, are as he believes true.

J. B. Cole.

Sworn to and subscribed before me this 26th day of March A.D. 1881.

W. M. Knight, Clerk.

Ans. of Guar. Ad Litem & Trustee

Praecipe. To Clerk; Issue Summons upon the within petition to the Sheriff of Union County, Ohio. for Richard Wilkinson & William Wilkinson minors over 14 years of age and for Minnie & Harry Wilkinson minors under 14 years of age. also for Fredrick Wilkinson an imbecile Heir of said minors, nor said imbecile has any guardian.

Afterward, on the 26th day of March 1881 the following 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 Richard Wilkinson, minor over 14 years of age William Wilkinson minor over 14 years of age, Minnie Wilkinson minor under 14 years of age. Harry Wilkinson, minor under 14 years of age, and Fredrick Wilkinson an imbecile. That they have been sued by Charles Wilkinson in the Court of Common Pleas of Union County, and that unless they answer by the 2 3 day of April A.D. 1881 the petition of the said Charles Wilkinson 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 4th day of April A.D. 1881. Witness my hand and the seal of said Court. This 26th day of March A.D. 1881.

Entry.

Seal.

W. M. Knight, Clerk.

Sheriff's Return. The State of Ohio. Union County ss. Received this writ. March 26th A.D. 1881. at 9 o'clock A.M. and pursuant to its command I served the same by delivering a certified copy thereof with the endorsements thereon to each of the within named Defendants. on the 2d day of April 1881. Service 90c Mileage $4.00 Copy $1.00 Total $5.90.

John H. Ensack Sheriff.

Afterward, on the 10th day of May 1881. the following entry was made on the Journal of said Court which reads as follows, viz;

Entry. Charles Wilkinson vs Richard Wilkinson et als. } In Union Common Pleas.

Be appearing to the Court that the Defendants Richard Wilkinson & William Wilkinson are minors over 14 years of age and have neglected for twenty days from return of summons served upon them to apply for a Guardian ad litem And that the Defendants Harry Wilkinson and Minnie Wilkinson are minors under 14 years of age and have been duly & legaly served with summons herein; and that the Defendant Fredrick Wilkinson is an imbecile and has been duly & legally served with summons herein. On motion of the Plaintiff, James S. McCampbell esquire is hereby appointed

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guardian for the suit for said minor Defendants and Trustee for the suit for said imbecile Defendant. And now comes the said James S. McCampbell Esq. and in Open Court, accepts said appointment.

Afterward on the 10th day of May 1881. the following Answer was filed with the Clerk of said Court, which reads as follows, viz:

Ans. of Guar. Ad Litem & Trustee.

Charles Wilkinson
vs.
Richard Wilkinson et als } In Union Common Pleas.

James S. McCampbell Esquire, having been appointed by the Court Guardian Ad litem for Richard Wilkinson, William Wilkinson, Harry Wilkinson, and Minnie Wilkinson, minor Defendants in said cause, and Trustee for the suit for Fredrick Wilkinson an imbecile Defendant in said suit, now comes and for answer on behalf of said minor and imbecile 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 said several named Defendants in the premises may be protected.

Richard Wilkinson, William Wilkinson,
Harry Wilkinson and Minnie Wilkinson minors.
Fredrick Wilkinson, Imbecile, by
James S. McCampbell their Guar. ad litem.

Afterward on the 10th day of May, 1881. the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry.

Charles Wilkinson
vs
Richard Wilkinson et als. } In Union Common Pleas.

Now came the parties herein by their attorneys, thereupon this cause came on to be heard upon the petition, the answers of Richard Wilkinson, William Wilkinson, Harry Wilkinson and Minnie Wilkinson, minor Defendants by James S. McCampbell Esq. their guar. Ad Litem. the Answer of Fredrick Wilkinson an imbecile Defendant by James S. McCampbell Esq. his Trustee, And the evidence. On consideration whereof the Court find that the said plaintiff Charles Wilkinson, is seized and has a legal right to the undivided one sixth part of the estate described in the petition, and is entitled to have partition made in said premises; that the Defendant are Tenants in common with said plaintiff in said premises in the following proportions. to-wit: That the said Richard Wilkinson is seized and has a legal right to the undivided one sixth part thereof, and each of the other named Defendants is seized and has a legal right to an undivided one sixth part thereof. And no reason appearing why partition should not be made; It is therefore ordered, adjudged and decreed that partition of said Estate be made, and that an order issue to the Sheriff of said County of Union commanding him that by the oaths of Wm. C. Anderson, Samuel McCampbell & Hiram Roney, three judicious and disinterested freeholders of the vacinity, who are not of kin to either party and who are hereby appointed commissioners for that purpose

he came to be set off and divided to the said plaintiff and to each of 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 metis 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 without unnecessary delay.

Afterwards on the 10th day of May. A.D. 1881. the following 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 William P. Anderson. Samuel M Campbell. and Hiram Roney. you cause partition to be made of the following described premises. Situate in the County of Union and State aforesaid, to-wit: 1st Tract: Situated in Paris Township. Union County & State of Ohio and in Survey No. 4069. Beginning at the N.E. corner of Thomas Liggins land. Thence S. 10° W. to the line of Jackson G. Sprague's land. Thence along said line to the corner of Samuel Sherwood and Jackson G. Sprague's land. Thence N. W. to a stake in the margin of the old Milford Road. Thence West with said Road to the place of beginning containing five acres. Also 2 Tract in said survey No. 4069. Beginning at a stake in the eg st line of P. Daum. Thence with his line 10 poles to a stake. Thence E. with the line of Alpheus Wells land 60 poles to a stake & iron wood. Thence northerly 10 poles to a stake in line of land owned by Richard Wilkinson. Thence westerly to the begning containing 3 acres more or less. among the persons named herein, and in the following proportions, to-wit: to Charles Wilkinson one sixth part. to Richard Wilkinson one sixth part. William Wilkinson one sixth part. to Harry Wilkinson one sixth part. to Minnie Wilkinson one sixth part. to Frederick Wilkinson one sixth part. or if said premises cannot be divided without manifest injury to the same, that they appraise the same 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 Charles Wilkinson is petitioner and the said Richard Wilkinson etals 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 10th day of May. A.D. 1881.

Ex Do.

W. M. Knight, Clerk.

Sheriff's Return.

As commanded by the foregoing Writ of Partition. I have executed the same by the oaths of Wm P. Anderson. Samuel M Campbell. & H. Roney. causing said partition to be made. as will appear by the report of the commissioners, herewith returned.

Given under my hand this 10th day of May A.D. 1881. Serving 30¢ Mileage 40¢ executing Writ. $1.20 Swearing Com. $1.20. Conveying Com. and Report

of Commissioners $1.50 Return 30¢ Total $4.90 Com. Fees $3.00 Total $7.90.

John Hobensack Sheriff.

Com Report.

Charles Wilkinson. vs. Richard Wilkinson et als. } Union County ss. 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 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 Three Hundred & Twenty Dollars ($320.00). Given under our hands, this 10th day of May, A.D. 1881.

W. P. Anderson
Samuel McCampbell. } Com.
Horace Roney.

Entry.

Afterward on the 11th day of May 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

Charles Wilkinson vs Richard Wilkinson et als. } In Union Common Pleas.

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 & bounds without manifest injury to the value thereof and that said Commissioners have made and returned their appraisement of said premises in the sum of $320.00 the Court find that said return and proceedings in all respects correct and in conformity to law and do therefore approve and confirm the same.

And thereupon neither of said parties electing to take the said premises at their appraised value, on motion of plaintiff it is ordered that said premises be sold at public auction and that an order therefor issue to the Sheriff of Union County.

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

Afterwards, on the 12th day of May A.D. 1881 the following 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: In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the April Term A.D. 1881. in a certain petition for partition now pending in said Court wherein Charles Wilkinson is petitioner and Richard Wilkinson et als respondents we command you that without delay, you proceed to sell at public Auction, the lands, and tenements in said petition described, to-wit: Situate in Paris Township, Union County, State of Ohio, and in Survey No 4069 Beginning at the N.E. Corner of Thomas Liggins land; thence S. 10 W. to the line of Jackson G. Spragues land;

Thence along said line to the Corner of Samuel Sherwood & Jackson G. Sprague's land; Thence N. W. to a stake in the margin of the old Milford Road; thence west with said Road to the place of beginning. containing 3 acres. Also 2d Tract in said Survey No 1069. Beginning at a stake in the East line of P. Dawn, Thence S. with his line 10 poles to a stake; Thence E. with the line of Alpheus Wells land 60 poles to a stake & Iron Wood; Thence northerly 10 poles to a stake in the line of land owned by Richard Wilkinson Thence westerly to the begining containing 3 acres more or less. Appraised at $320 00 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 12th day of May A.D 1881.

W. H. Wright Clerk.

Order of Sale in Partition

Seal

Sheriff's 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; on the 11th day of June A.D 1881. at 1 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 in this writ. Not sold for want of bidders. Service 30 Mileage 70 Disp. 30 Total $1.00

John Hobensack, Sheriff.

Printer's Notice

Charles Wilkinson vs. Richard Wilkinson et al. } Court of Common Pleas. Union County. Ohio.

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 June 11th 1881. at or about the hour of one o'clock P.M. the following described real estate Situate in Paris Township. Union County. State of Ohio, and in Survey No 1069 beginning at the N.E. corner of Thomas Liggin's land; Thence S. 10° W. to the line of Jackson G. Sprague's land; Thence along said line to the corner of Samuel Sherwood's & Jackson G. Sprague's lands. Thence N. W. to a stake in the margin of the old Milford Road; Thence west with said road to the place of beginning containing 3 acres. Also a second Tract in said Survey No 1069 beginning at a stake in the east line of P. Dawn's Thence S. with his line 10 poles to a stake; Thence E. with the line of Alpheus Wells' land 60 poles to a stake and Iron wood; Thence Northerly 10 poles to a stake in line of land owned by Richard Wilkinson Thence westerly to the begining containing 3 acres, more or less. Appraised at $320 00

John Hobensack Sheriff.

Printer's Notice.

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 begining with May 18. 1881.

W. O. Shearer.

Sworn to and subscribed before me this 23d day of September 1881.
W. W. Knight, Clerk.

Afterward, on the 1st day of July A.D. 1881 the following Order of Sale 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:
By Surrance of the order of our Court of Common Pleas, within and for the County of Union at the April Term A.D. 1881 in a certain Petition for Partition, now pending in said Court, wherein Charles Wilkinson is petitioner and Richard Wilkinson et als are respondents, we command you that, without delay, you procure to sell at public auction the lands and tenements in said petition described, to wit:
Situate in Paris Township, Union County, State of Ohio & in Survey No 1069. Beginning at the NE. corner of Thomas Liggens land; thence S. 10 W. to the line of Jackson G. Sprague's land, thence along said line to the corner of Samuel Sherwood & Jackson G. Sprague's land; thence N. W. to a stake in the margin of the old Milford Road; thence west with said Road to the place of beginning containing 3 acres.
Also 2d Tract in said Survey No. 1069. Beginning at a stake in the east line of P. Dawn; thence S. with his line 6 poles to a stake; thence E. with the line of Alphens Wells' land 60 poles to a stake and Iron-wood; thence North duly 10 poles to a stake in line of land owned by Richard Wilkinson; thence west duly to the beginning containing 3 acres more or less. Appraised at $320 00, and that you thereof 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 1st day of July A.D. 1881.
W. W. Knight, Clerk.

Seal

Sheriff's 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 6th day of August A.D. 1881, 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. Then came John Tolbrath and bid the sum of Three hundred & Twenty Dollars, and said sum being more than two-thirds the appraised value; and he being the highest and best bidder was declared the purchaser. Service 30¢ Mileage 80¢ Copy to Printer 30¢ Poundage $1,87 Total $6,27 Printers Fees $1,60

John Hobensack Sheriff of Union Co.

Printer's Notice.

Charles Wilkinson
vs
Richard Wilkinson et als

Court of Common Pleas, Union County, O.

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 August 6th 1881

at or about the hour of one o'clock P.M. the following described real estate, to wit: Situate in Paris Township, Union County, State of Ohio, and in Survey No 4069 beginning at the N.E. corner of Thomas Leggins land; thence S to W. to the line of Jackson G. Sprague's land; thence along said line to the corner of Samuel Sherwood & Jackson G. Sprague land; thence N.W. to a stake in the margin of the old Milford Road; thence west said road to the place of beginning containing 3 Acres.

Also second tract in said Survey No 4069 beginning at a stake in the east line of P. Dawson; thence S with his line 10 poles to the stake; thence E with his line 11 poles to a stake; thence E with the line of Alpheus Wells' land 60 poles to a stake & Dogwood; thence north 6 poles to a stake in leased land owned by Richard Wilkinson thence west 60 poles to the beginning, containing 3 acres, more or less.

Appraised at $320.00

John Hobensack, 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 the County of Union, the first publication beginning with July 6th 1881.

C. G. English.

Sworn to and subscribed before me this 16th day of September 1881.

W. M. Knight, Clerk.

Afterward on the 17th day of September 1881. the following Entry was made on the Journal of said Court which reads as follows, viz:

Charles Wilkinson vs. Richard Wilkinson et al } Common Pleas. Union County. Ohio.

On motion of the Plaintiff, and upon producing the return of the Sheriff of his proceedings and sale, under the former order of this court, and the Court being satisfied on examination that the same have been had in all respects according to law, and said proceedings and sale are hereby confirmed & approved. And the said Sheriff is ordered & by deed duly executed to convey said premises to the purchaser John Fulkerth in fee simple. It is further ordered that out of the proceeds of said sale the Sheriff pay. First: to the Treasurer of Union County Dollars being the taxes and penalty due on said premises. Secondly. To the Clerk of this Court the costs of this action. Taxed at $5316 including a counsel fee of $20.00 to P.B. Cole & son for their services herein. Fourthly, And of the residue of the proceeds of said sale to the plaintiff Charles Wilkinson one sixth of the cash proceeds, to-wit: the sum of $44.47 and to each of the said Defendants the one sixth of the cash proceeds to-wit: the sum of $44.47

Attest, W. M. Knight, 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 & State of Ohio. on the 12th day of September 1881. Heretofore to-wit: on the 2 day of August 1880 the following Petition was filed with the Clerk of said Court which reads as follows, to-wit:

Petition — George Harriott. vs Edward S. Churchman & Hannah A. Churchman } Court of Common Pleas Union County, Ohio.

The Plaintiff says: 1st On or about the 25th day of September A.D. 1876. the Defendant, E.S. Churchman made and delivered to plaintiff his several promisory notes of that date, of which the following are true copies of said notes, with their endorsements.

2." Jerome, Ohio. September 25" 1876. "

"On or before the first day of April 1878 I promise to pay George " "Harriott, or order the Sum of One Thousand Dollars for value " "Received with interest at 6% from date" "

"E.S. Churchman.

Endorsed. Nov. 7" 1877. Received on the within Eighteen Dollars. January 3" 1878 Received on the within Eight Dollars. April the 1st 1879. Received on the within forty five Dollars & sixty four cents. 3d"

Jerome, Ohio. September 25th 1876. "

On or before the first Day of April 1879. I promise to pay Geo. Harriott, or order the sum of One Thousand Dollars, for value received with use at 6 per cent from date.

E.S. Churchman.

4" Jerome, Ohio September 25th 1876.

On or before the 1st day of April 1880 I promise to pay George Harriott, or order the sum of One Thousand Dollars for value received with use at 6% from date.

E.S. Churchman.

5" Jerome, Ohio September 25th 1876.

On or before the 1st day of April 1881 I promise to pay George Harriott, or order the sum of One Thousand Dollars for value received with use at 6 per cent from date.

E.S. Churchman.

6th Jerome Ohio September 25th 1876.

On or before the 1st day of April 1882 I promise to pay George Harriott or order the sum of One Thousand Dollars for value received with use at 6 per cent from date.

E.S. Churchman.

7th The Defendants Edward S. Churchman & Hannah A. Churchman on the 25th day of September A.D. 1876. to secure the payment of said notes executed and delivered to the plaintiff his mortgage deed and thereby conveyed to the plaintiff his heirs or assigns the following lands and tenements. Situated in said County of Union, Jerome Township, State of Ohio, as follows: "A lot or parcel of land discribed as follows: Commencing at the S.E. corner of A lot owned by J. L. Black. Thence S. 29 E. Fifty feet to a stake.

thence S. 68° W. Three Hundred and Thirty seven feet. (337) to the center of the Chillicothe Road; thence N. 29° W. with the center of said road fifty feet to a stake, thence N. 68° E. Three Hundred & thirty Seven feet to the place of beginning, containing Sixty Two Rods. Also the undivided One Half of another tract of land Situated in the Township, County & State aforesaid Commencing at the N.E. Corner of J. Hunt's Lot thence W. with said Hunts N. line One Hundred and Ninety One feet to a stone in said line; thence in a Northerly direction One Hundred & eighty One feet to a stake in stone thence easterly direction One Hundred Eighty two (182) to a stone in the center of the Pike; thence with the center of said Pike two hundred and fifteen feet to the place of beginning to include One half of all buildings and machinery to be the same more or less.

The conditions contained in said mortgage deed were in substance that if the said C.S. Clunchman or his heirs, assigns, executors or Administrators shall well and truly pay the aforesaid notes according to the tenor thereof to the said George Harriott, heirs or assigns, then said deed to be void, otherwise the same shall remain in full force and virtue in law. 8th On the 25th day of September A.D. 1877 at 3 o'clock P.M. the said mortgage was delivered to the Recorder of said County to be by him entered on record and the same was recorded October 15th 1877 in Union County Records Volume 13th Page 492.

9th The said deed has become absolute. There is due and remaining unpaid upon said indebtedness the sum of Two Thousand Two hundred and Eighty four & 7/100 Dollars with interest from the 25th day of September 1879.

10th 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 notes now due and the proceeds remaining brought into Court, and held until said remaining notes not yet due are satisfied. There is now due on said notes $2284.07 with interest at 6% from September 23d 1879. and $300.00 not yet due with 6% interest from Sept. 23d 1876.

R. Woodburn Atty for Plaintiff

The State of Ohio. Union County ss. George Harriott. being sworn says that he believes the facts stated and allegations in the foregoing petition to be true.

George Harriott.

Sworn to before me and signed in my presence this 23d day of September A.D. 1879.

A.N. Beightler Notary Public.

Praecipe. To Clerk: Issue Summons on the above case returnable according to law amount due on said notes & mortgage $2284 7/100 with 6 percent from September 23d 1879. Amount not yet due $300. with interest from September 23d 1876

Summons

Sheriff's Return

Answer.

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Afterward on the 2d day of April A.D. 1880 the following 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 Edwards S. Churchman and Hannah Churchman that they have been sued by George Harriott in the Court of Common Pleas of Union County, and that unless they answer by the 1st day of May A.D. 880 the Petition of the said George Harriott 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 April A.D. 1880. Witness my hand and the seal of said Court, this 2d day of April A.D. 1880.

Seal

W. W. Knight Clerk.

Sheriff's Return

The State of Ohio. Union County ss. Rcd'd this writ April 2d A.D. 1880 at 5 o'clock P.M. and pursuant to its command served the same on the 9th day of April 1880. by leaving a certified copy hereof with the endorsements thereon at the residence of each of the within named Edward Churchman and Hannah Churchman. Service 5s Mileage $1.20 Cop. 50 Total $2.25

J. J. Miller Sheriff.

Afterward on the 27th day of August 1880. the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Answer

George Harriott. vs Edward S. Churchman and Hannah Churchman. } State of Ohio Union County ss. Court of Common Pleas.

The Defendants for answer to the petition of the said Plaintiff say: That the notes and mortgage set out in the Plaintiff's Petition were executed for one half of the Mill property in said Petition mentioned then sold by the said plaintiff to said Defendant Edward S. Churchman and for the house therein named but for no other consideration. That after making said notes and mortgage this defendant purchased the other half of said Mill Property and became thereby the entire owner thereof. That afterward this Defendant began negotiations for a trade of said Mill Property to one A.H. Swerringer of Columbus Ohio. for some property which he then had. In said negotiations the said Swerringer proposed to assume and pay the first 4 notes mentioned in said mortgage. Thereupon this Defendant met said Harriott and informed him of said proposition of said Swerringer and told him that he would trade with Swerringer if said Plaintiff would accept him, and the Mill Property for said first 4 notes and wholly release this defendant from any and all further obligation on the same but still let said mortgage stand against said house and lot for the last note, but said house & lot to be released from all other notes. To all of which the said plaintiff assented and agreed.

Thereupon about the 27th day of September 1879 the plaintiff and this defendant and said Swerringer met at the Office of said Swerringer in Columbus, Ohio. and consummated said trade, this defendant conveying to said Swerringer said Mill property and the said Swerringer conveying to this Defendant a large amount of

Real Property in different localities, and as a further consideration said Swearinger assumed the payment of said first 4 notes and it was then agreed by all said parties that the said plaintiff should accept said Swearinger for said first 4 notes and release said mortgage on the House as to them and that the mortgage on the Mill Property should be released as to the last note and this plaintiff to pay the same and the same to stand against said House & Lot as to said last note only. At the time of said transaction this defendant informed said plaintiff that he would not make said trade unless said plaintiff would wholly release him from all obligations on said first 4 notes as he did not wish to and would not further incumber himself, and in fact this Defendant would not have made said trade with said Swearinger had it not been for the agreement of said plaintiff to release him from said first 4 notes. That afterwards the said plaintiff wishing said note last named in said mortgage to be put in shape so he could handle it, he proposed to this Defendant that it would greatly oblige him if this Defendant would divide said note and make one half due in 1881 and the other half due in 1882. at the time named in said mortgage. Thereupon to accomodate said plaintiff this Defendant did count up the interest on said last named note and found it come to $12.10. and at the request of said plaintiff this defendant paid him the odd ten dollars in money and executed two notes of $6.00 each to one Richard Clark one note to bear interest at 6% and due 1881. and the other to bear like interest and be due in 1882. and this defendant at the request of said plaintiff executed to said Clark a mortgage on said house and lot to secure the payment of said last two named notes and thereupon the said plaintiff delivered to this defendant the note last named in the plaintiff's mortgage and again agreed to cancel said mortgage in the petition set up so far as said house & lot was concerned and release plaintiff wholly from the obligation of said mortgage and notes in the petition mentioned.

Wherefore Defendant asks that he may go hence without day and that said mortgage may be cancelled from the said house & lot by order of the Court and for all proper relief.

Cameron & Benton Attys for Deft.

State of Ohio. Union County ss. Edward S. Churchman being first duly sworn says the facts stated and allegations made in his foregoing answer are true.

Edward S. Churchman

Sworn to before me by said Edward S. Churchman and by him signed in my presence this 27th day of August 1880.

W. C. Lawrence, Notary Public.

Supplemental Petition

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Afterward on the 4th day of September 1880 the following Supplemental Petition was filed with the Clerk of said Court which reads as follows, viz:

Supplemental Petition

George Harriott.
vs.
Edward S. Churchman
Hannah A. Churchman
Augustus H. Swerninger &c
Ann B. Sargent.

} Court of Common Pleas Union County, Ohio.

Now comes the Plaintiff and for his Supplemental Petition says: That since the original Petition in this case was prepared the said Edward S. Churchman entered into negotiations with one Augustus H. Swerninger of Columbus Ohio to sell him the Mill Property described in the Petition. That a part of the proposition of said Swerninger was that he would assume and pay to this plaintiff as part of the consideration thereof the first four notes in the Petition described Together with their interest. Therefore before accepting said proposition this plaintiff was called in and said Swerninger, Churchman and the Plaintiff met and talked over the terms of said trade. Thereupon said Swerninger agreed with said Churchman and this Plaintiff that he would pay the said first four notes and their interest to which this Plaintiff and said Churchman agreed, and thereupon said Churchman conveyed said Mill Property to said Swerninger, and the Plaintiff accepted said Swerninger as the party to pay said first four and their interest.

And it was further agreed by all said parties that said mortgage should stand as a lien on said Mill Property for said first four notes and their interest, but the same should be released as to the last note described in said mortgage, which last note Churchman was to pay, and the said mortgage on said House & Lot was to stand good for only said last note.

Whereupon the Plaintiff alleges that the said Augustus H. Swerninger is a necessary party and he asks that he may be brought into Court and that he may have judgment against said Swerninger for the said first four notes and interest, and an order of foreclosure as prayed for in his petition as to the Mill Property described therein.

The Plaintiff further alleges that Ann B. Sargent owns an undivided interest in said Mill Property in the Petition described, and asks that she may be brought into Court and set forth her interest as it may appear. The Plaintiff further asks such other and further relief as his equity in the case may appear.

R. L. Woodburn Atty for Pl'ff

The State of Ohio, Union County ss. R. L. Woodburn being duly Sworn says that he is the Attorney of the above named George Harriott, duly authorized in the premises, and that the said George Harriott, is a non-resident of Union County and is now absent from said County of Union, and that the facts stated and the allegations in the foregoing pleading of the plaintiff are, as affiant believes, true.

R. L. Woodburn.

Sworn to before me, and signed in my presence this 4th day of September A.D. 1880

W. M. Wright, Clerk.

Praecipe — To Clerk: Issue Summons upon the Supplemental Petition filed in the above for Augustus H. Sweringer and Ann B. Seargent, Columbus Ohio returnable according to law. "Foreclosure of Mortgage" Amount claimed against Augustus H. Sweringer $1284.07 with interest from September 25th 1879.

Afterwards on the 4th day of September A.D. 1880 the following 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 Augustus Sweringer & Ann B. Seargent that they and others have been sued by George Harriott in the Court of Common Pleas of Union County, and that unless they answer by the 2d day of October A.D. 1881 the petition of the said George Harriott 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 September A.D. 1880. Witness my hand and the seal of said Court, this 4th day of September A.D. 1880.

Esq'd

W. M. Wright, Clerk.

Sheriff's Return — The State of Ohio, Franklin County ss. Received this writ September 6th A.D. 1880 at 2 o'clock P.M. and pursuant to its command on the 9th day of September A.D. 1880 I served Ann B. Seargent by delivering to her personally a certified copy of this writ with all the endorsements thereon, And Augustus H. Sweringer not found in my Bailwick. Service & Ret. 45c Milage 48c Cop. 40c Stamp 03c Total $1.36.

John U. Eckenbacher Sheriff By W. A. Poulson Depy.

Afterwards on the 26th day of January 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry.

George Harriott.
vs
Edward S. Churchmans et als.

This cause coming on for hearing was submitted to the Court upon the pleadings and evidence. On consideration whereof the Court find that there is due to the Plaintiff from the Defendant Augustus H. Sweringer on the first three promisory notes described in the Plaintiff's Petition which were past due at this Term of Court, the sum of Three Thousand five Hundred and fifty Dollars and Eighty five cents, and that the fourth note described in plaintiff's Petition is not yet due. The Fifth note in said petition being paid by the Defendant Edward S. Churchman to the Plaintiff George Harriott. The Court further find that in order to secure the payment of said promisory notes the Defendants Edward S. Churchman and Hannah A. Churchman his wife executed and delivered to said George Harriott the Plaintiff their certain Mortgage as in the Petition described. That said mortgage was duly recorded in Book No 13 Page 492 of the records of mortgages of Union County and is the

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first and best lien on the premises described in the Petition.
It is therefore considered and adjudged that unless the Defendant Augustus H. Swearinger shall within three days from the Entry of this decree, pay or cause to be paid to the Clerk of this Court, the costs of this case, and to the Plaintiff herein the sum so found due as aforesaid with interest from the 10th day of January 1881. 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 the said Edward S. Churchman go hence without day and recover his reasonable costs.

Afterward on the 1st day of February the following Legal Notice was filed with the Clerk of said Court which reads as follows, viz:

Legal Notice.

Augustus H. Swearinger whose place of residence is unknown will take notice that George Harriott of the County of Delaware in the State of Ohio, did on the 2d day of April A.D. 1880 file his petition in the Court of Common Pleas within and for the County of Union in said State of Ohio, against the said Edward S. Churchman and Hannah A. Churchman, defendants; also on the 4th day of September the said George Harriott filed his Supplemental Petition asking that the said Augustus H. Swearinger and Ann B. Seargeant may be made party defendants, setting for the that the said Edward S. Churchman and Hannah A. Churchman gave a mortgage to the said George Harriott on the undivided one half of the following described premises. Situate in the County of Union and State of Ohio. Commencing at the N.E. corner of J. Curtis lot: Thence N. with said Curtis N. line one hundred and ninety-one. (191). feet. to a stone in said line; Thence in a northerly direction one hundred & eighty-one feet (181). to a stake or stone: Thence in an easterly direction one hundred & eighty two feet. (182) to a stone in the center of the pike; Thence with the center of the Pike two hundred & fifteen feet. (215). to the place of beginning, to include half of all buildings and machinery, to secure the payment of $4284,07 with interest at six percent, from September 23d 1879. according to said notes referred to in said mortgage.

And the said Augustus H. Swearinger is notified that he is required to appear and answer said petition on or before the third Saturday after the 29th day of December 1880.

George Harriott. By R. L. Woodburn atty.

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 November 24th 1880.

W. C. Shearer.

Sworn to and subscribed before me this 1st day of Feb. 1881.

W. W. Wright, Clerk.

Afterward on the 12th day of February A.D. 1881. the following 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 26th day of January A.D. 1881 in the cause of George Harriott. Plaintiff and Edward S. Churchman and others Defendants, it was ordered, adjudged and decreed as follows, to-wit That unless the Defendant Augustus H. Swearinger shall within three days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the Plaintiff herein the sum of $3350,35 int. Jan. 10th 1881. an order shall issue to the Sheriff of Union County commanding him to sell said premises as upon execution & bring the procuds into Court for further order.

Description

Situate in Jerome Township, Union County & State of Ohio. Commencing at the S.E. corner of a lot owned by J.T. Black. Thence S. 29° E. 30 feet to a stake; Thence S. 68° W. 337 feet to the center of the Milford road; Thence N. 68° E. 337 feet to the place of beginning containing 62 Rods. Also the undivided one half of another tract of land, Situated in the Township, County & State aforesaid Commencing at the N.E. corner of J. Coutz Lot. Thence W. with said Coutz N. line 191 feet to a stone in said line. Thence in a northerly direction 181 feet to a stake or stone; Thence in an easterly direction 182 feet to a stake or stone in the center of the Pike; Thence with the center of said Pike 215 feet to the place of beginning to include one half of all buildings and machinery thereon the same 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 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 our said Court of Common Pleas, and the Seal of said Court, at Marysville, Ohio, this 12th day of February A.D. 1881.

Seal.

H. W. Hunget, Clerk.

Sheriff's Return

The State of Ohio. Union County ss. In obedience to the command of the Order of Sale hereto annexed, I did on the 24th day of February 1881. Summon Henry Hensel, Joseph Beach, 3d C. W. Crane three disinterested freeholders, residents 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 February A.D. 1881. 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 last described property $1200 the undivided one half of the other including buildings and machinery $2775

A certified copy of said appraisal

Duplicate Notice of Sheriff's Sale.

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I forthwith deposited in the Office of the Clerk of the Court of Common Pleas of said County, and on the 7th day of March 1881. 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, and on the 9th day of April A.D. 1881. at 1 o'clock P.M. of said day. This writ returned by order of R.L. Woodburn Plaintiff's Attorney this 21st day of March 1881. Service 30¢ Sum. & Sworn Appr's $1.20 Conveying Appr's 30¢ Writing Appr'l 30¢ Copy of Appr'l 40¢ Notice to Def. 30¢ Aff. of Def. 30¢ Writing Notice 20¢ Mileage $2.00. Total $6.00 Appr's Fee $3.00 Pr's Fee $12.00

John Hobensack, Sheriff.

Printers Notice of Sheriff's Sale.

George Kuppitt.
vs.
Edward S. Churchman et als.
} Court of Common Pleas, Union Co. Ohio.

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 9th 1881, at or about the hour of 1 o'clock P.M. the following described Real Estate and Machinery, to-wit: Situate in Jerome Township, Union County, and State of Ohio, commencing at the S.E. Corner of a lot owned by J.J. Black; thence S. 29° E. 30 feet to a stake; thence S. 68° W 337 feet to the center of the Chilicothe Road; thence N. 29° W. with the center of said road 30 feet to a stake; thence N. 68° E. 337 feet to the place of beginning. containing 6 rods.

Also the undivided one half of another Tract of land situate in the Township, County & State aforesaid, commencing at the N.E. Corner of J. Kauffelt lot; thence W. with said Kauffelt line 191 feet to a stone in said line; thence in a northerly direction 181 feet to a stake or stone; thence in an easterly direction 182 feet in the center of the Pike; thence with the center of said Pike 213 feet to the place of begining to include one half of all buildings and machinery to be the same more or less.
First described property appraised at $1200.
The undivided one half of second described property appraised at $275.00

John Hobensack 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 the County of Union, the first publication beginning with March 9th 1881.

W.O. Shearer.

Sworn to and subscribed before me this 6th day of May 1881.

W.M. Knight, Clerk.

Afterward on the 21st day of March A.D. 1881. the following Alias Order of Sale was issued by the Clerk of said Court which reads as follows, viz:

Alias Order

The State of Ohio, Union County ss. To the Sheriff of said County, Greeting:
Whereas at a Court of Common Pleas, holden at the Court

House in Marysville in said County of Union upon the 26th day of January 1881. George W. Garriott obtained a judgment & decree against August Swearinger for the sum of Thirty Five Hundred & Fifty & 35/100 Dollars.

And whereas, it was then and there by said Court ordered, adjudged & decreed that the said Augustus Swearinger within three days from the 26th day of January A.D. 1881, pay unto the said George W. Garriott, for the said sum of Thirty Five Hundred & Fifty & 35/100 Dollars with interest from the 10th day of January 1881. and costs aforesaid and upon default to pay the same, that an order of sale issue to the Sheriff of said County, commanding him to proceed according to the statute regulating judgments and executions at law and to sell the Real Estate described in the Plaintiffs petition &c. And whereas, the three days aforesaid, have fully expired, and the sum of $3350 and costs aforesaid have not been paid, or any part thereof, as appears to me of record; And whereas under a former order of Sale issued out of this Court, on the 12th day of February A.D. 1881. the following lands and tenements were appraised, advertised and proceedings were stopped by order of Plaintiffs Attorney

Description. Situate in Jerome Township, Union County and State of Ohio. Being the undivided One Half of a tract of land Situated in the Township, County & State aforesaid. Commencing at the N.E. Corner of J. Knotts lot: Thence with said Knotts N. line 191 feet to a stone in said line; Thence in a northerly direction 181 feet to a stake or stone; Thence in a easterly direction 182 feet to a stone in the center of the Pike; Thence with the center of said Pike 215 feet to the place of beginning to include one half of all buildings and machinery be the same more or less. And whereas no sale was had under said order, we therefore command you, that you proceed without delay to advertise and sell according to the statute regulating Judgments & Executions at law. The said premises above described under the appraisment had under the said former order of sale, to-wit: $2775.00 and the money arising from said sale, and your proceedings herein, have you before our Court of Common Pleas, next to be holden in and for said County of Union and make return of this order within sixty days from the date thereof. Witness my hand and the seal of said Court, at Marysville this 21st day of March A.D. 1881.

Allias Order of Sale.

Esral Sheriffs Returns.

W.M. Wright, Clerk.

The State of Ohio, Union County ss. In Obedience to the command of the order of Sale hereto annexed I did on the 23 day of March 1881 cause to be advertised in the Marysville Tribune (a newspaper printed & published and of general circulation in Union County) said lands and tenements to be sold at public sale, at the

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door of the Court House of said County, on the 23d day of April A.D. 1881. at 1 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 the 23d day of April A.D. 1881. 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 there and then said property was not sold for want of bidders. Notice to Pr. 30¢ Aff. of Pr. 30¢ Writing Notice 30¢ Mileage $2.40 Total $3.30. Pr's Fees $9.75

John Kobensack Sheriff.

Printers Notice

George Harriott. vs. Edward S. Churchman et.als. } Court of Common Pleas. Union County, Ohio.

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 23d 1881. at or about the hour of 1 o'clock P. M. the following described Real Estate to-wit: Situate in Jerome Township, Union County, Ohio. The undivided one half of another tract of lands situate in the township, county and State aforesaid, commencing at the N.E. corner of J. Knotts Lot: thence W. with the said Knotts N. line 191 feet to a stone in said line; thence in a northerly direction 181 to a stake or a stone; thence in an easterly direction 182 feet to a stone in the center of the pike; thence with the center of said pike 215 feet to the place of beginning to include one half of all buildings and Machinery, to be the same more or less.

Appraised at $2775.00

John Kobensack 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 the County of Union the first publication beginning with March 3d 1881.

W.O. Shearer.

Sworn to and subscribed before me this 16" day of Nov. 1881.

W.M. Wright, Clerk.

Afterwards on the 18" day of May A.D. 1881. the following Alias Order of Sale was issued by the Clerk of said Court which reads as follows, viz:

Alias Order of Sale.

The State of Ohio, Union County ss. To the Sheriff of said County, Greeting: Whereas at a Court of Common Pleas holden at the Court House in Marysville in said County of Union upon the 26" day of January 1881. George Harriott, obtained a judgment or decree against Augustus Swerniger for the sum of Thirty five Hundred and fifty & 33/100 Dollars. and Dollars, costs of suit: And whereas it was then and there by said Court ordered, adjudged and decreed that the said Augustus Swerniger within three days from the

26th day of January A.D. 1881. pay unto the said George Harriott the said sum of Thirty five Hundred & fifty & 33/100 Dollars with interest from the 10th day of January 1881. and costs aforesaid, and upon default to pay the the same, That an order of sale issue to the Sheriff of said County, commanding him to procud according to the statute regulating judgments and executions at law, to sell the real estate described in Plaintiffs petition &c. And whereas the three days aforesaid, have fully expired, and the said sum of $3550,33 and costs aforesaid have not been paid or any part thereof, as appears to us of record; And whereas, under a former order of sale issued out of this Court on the 13th day of February A.D. 1881. the following lands and tenements were appraised, advertised and offered for sale, to-wit: Situate in Jerome Township, Union County and State of Ohio. Being the undivided one half of a tract of land situated in the township, county and State aforesaid Commencing at the N.E. corner of J. Hunts Lot. Thence W. with the said Hunts N. line, 191 feet to a stone in said line. Thence in a northerly direction 181 feet to a stake or stone; Thence in an easterly direction 182 feet to a stone in the center of the Pike. Thence with the center of said Pike 213 feet to the place of beginning to include one half of all buildings and machinery on the same more or less. And whereas, no sale was had under said order, we therefore command you that you proceed without delay to advertise and sell according to the statute Regulating judgments and executions at law. The said premises above described under the appraisment had under the said former order of sale, to-wit: $2775.00 and the money arising from said sale and your proceedings herein, have you before our Court of Common Pleas next to be holden in and for said County of Union and make return of this order within sixty days from the date thereof. Witness my hand and seal of said Court at Marysville this 18th day of May A.D. 1881.

W. W. Wright, Clerk.

Cred. Sheriff's Return.

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 May 1881 cause to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County, on the 18th day of June A.D. 1881. 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 to said notice I did on the 18th day of June A.D. 1881. 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 George Harriott, who bid for the same the sum of Eighteen Hundred & fifty five ($1855.00). Dollars and the said sum being more than two thirds

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of the appraised value thereof, and said George Harriott, being the highest and best bidder therefor therein and there publicly sold and struck off said lands and tenements to him for said sum of Eighteen Hundred & fifty five Dollars. Notice to Pr. 30¢ Aff & Pr. 30¢ Writing notice 30¢ Mileage $1.72 Total $2.82 Pr's Fees $9.00

John Hobensack Sheriff.

Printers Notice

George Harriott.
vs
Edward S. Churchman et als } Court of Common Pleas Union County, Ohio.

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 June 18th 1881. at or about the hour of 1 o'clock P.M. the following described Real Estate, to-wit: Situate in Jerome Township, Union County, Ohio. Being the undivided one half of a Tract of land situate in the Township, County and State aforesaid commencing at the N.E. corner of J. Hunts lot: Thence N. with said Hunts. N. line 191 feet to a stone in said line; Thence in a northerly direction 181 feet to a stake or stone. Thence in an easterly direction 182 feet to a stone in the center of the Pike: Thence with the center of said Pike 215 feet to the place of begining, to include one half of all buildings and machinery be the same, more or less.

Appraised at $2775.

John Hobensack 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 the County of Union the first publication beginning with May 25th 1881.

W. O. Shearer,

Sworn to and subscribed before me, this 24th day of Sep. 1881.

W. M. Winget, Clerk.

Afterward on the 27th day of September 1881. the following entry was made on the Journal of said Court which reads as follows viz:

Entry.

George Harriott.
vs.
Edward S. Churchman et als.

On motion of the Plaintiff and on his producing the return of the Sheriff of the sale made under the former order of this Court, and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law. and the orders of this Court it is ordered that the said proceedings and sale be, and they are hereby confirmed and approved. And it is further ordered that the said Sheriff convey to the purchaser George Harriott, by deed in fee simple, the lands and tenements so sold, and the said purchaser is hereby subrogated to all the rights of the said lein holders in said premises so far as they may be paid herein, for the protection of his title

And a writ of possession is awarded to put said purchaser in
of said premises. And the Court coming now to distribute the
proceeds of said sale amounting to Eighteen Hundred & Fifty five
Dollars. it is ordered that the Sheriff out of the money in his hands
pay. First: The costs of this action taxed at. — Secondly: To
the Plaintiff George Harriott the balance of the said money
remaining in his hands to-wit: the sum of — Dollars. To be
applied as a credit upon his judgment against the Defen-
dant Augustus H. Sweringer. And there still remaining
due to the said George Harriott the sum of Dollars. It is
considered that he recover the same from the defendant
Augustus H. Sweringer and execution is awarded therefor.

Attest. W. W. Kruger, Clerk.

Pleas before His Honor John K. 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 12th day of September 1881.
Hereto fore, to-wit: on the 25th day of January 1881. the following
Petition was filed with the Clerk of said Court which reads
as follows, viz:

Petition

Arminta Jenkins Plaintiff.
vs.
Thomas W. Cox, Sarah Linsley,
Phoeba Linsley nee Hammond
with Milton Beem, Defendants.

} Court of Common Pleas.
Union County Ohio.

The Plaintiff Arminta
Jenkins says that she is the owner of and has a legal
title to, and is entitled to the possession of the undivided
(1/16) One Sixteenth part of the following real estate situate in
the County of Union and State of Ohio. Bounded and des-
cribed as follows, viz: Being in Virginia Military Survey
No 6293 Beginning at a stone in the North East corner of a
tract of land conveyed by James Clark to Jacob Beem on
the 7th day of June 1847. Thence with the north line of said
tract S. 87 1/4° W. 276 poles to a stake (in place of three beeches) corner
to land formerly owned by Michael Beem; Thence with the east
line of said land S. 3° E. 69 1/100 poles to a stake and beech another
corner to said land of Michael Beem; Thence with the South
line of said lands S. 87 1/2° W. 41 poles to a stake at the northeast
corner of lands formerly owned by Isaac Searhart: Thence
with the east lines of said lands S. 2° E. 69 poles to a stake
at the South East corner of said lands of Isaac Searhart
and South west corner of said lands conveyed by James Clark to
Jacob Beem: Thence with the South line of said last mentioned tract
of land N. 87 3/4° E. 241 poles to a stake on the east side of the Marysville
and Marion Road and at the South east corner of said lands:
Thence N. 30 3/4° E. 129 1/100 poles to a stone on the west side of said road

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and at the south corner of a lot of land conveyed by John Evans to Jacob Bunn on the 30th day of September 1847; Thence with the west line of said lot of land, North 2° E. 32 20/100 Poles to the beginning containing Two Hundred and Thirty acres, being the same lands conveyed as aforesaid by James Clark to Jacob Bunn on the 7th day of June 1847. Also another lot of of land described as follows, to-wit: Beginning at a stone on the west side of the Marysville & Marion Road, at the South end of a lot of land conveyed by John Evans to Jacob Bunn on the 30th day of September, 1847. Thence with the west line of said lot N. 2° E. 62 2/100 poles (passing the beginning corner of the first tract herein described, at 32 2/100 poles) to a stake at the North west corner of said lot; Thence with the North line of said lot S. 79 1/2° E. 31 72/100 poles to a stake on the west side of said road; Thence S. 30 3/4° W. 66 poles to the beginning containing Six acres and sixty poles. Being the same lands conveyed as aforesaid by John Evans to Jacob Bunn on the 30th day of September 1847. Also another tract of land described as follows, to-wit: Beginning at a stake one pole N. 2° E. from a stone at the beginning corner of the first tract herein described, and in the west line of the second lot described herein; Thence with said line N. 2° E. 12 72/100 poles to a stake; Thence South 87 1/4° W. 12 72/100 Poles to a stone; Thence S. 2° W. 12 72/100 poles to a stone; Thence N. 87 1/4° E. 12 72/100 Poles to the beginning containing one acre. Being the same land conveyed by Henry Clark to Jacob Bunn, on the 15th day of September 1845 the whole amount of land herein described being Two Hundred and Thirty seven 8/10 acres.

Plaintiff says that the Defendants: Thomas W. Cox, Milton Bunn Jr. of the State of Oregon, are Co parceners with the Plaintiff in said premises, and that the Defendant Phoeba Linsley late widow of Jacob Bunn deceased, but now intermarried with Zerah Linsley is entitled to dower in the undivided one eighth of said premises. That the plaintiff's title to said 1/4 part of said premises comes to her by the laws of decent as one of the heirs at law of the late Jacob Bunn who died about the year 1877, seized in fee simple of the undivided described premises

Said Jacob Bunn died intestate leaving as his legal heirs his children as follows, Oren Bunn, Jacob N. Bunn, Armenia L. Morrow (intermarried with Morrow), Louis C. Bunn, Albert Bunn, Isaac N. Bunn & Benjamin F. Bunn and Armenia Jenkins, the plaintiff, and Milton Bunn, the children of Milton Bunn deceased. The defendant Thomas W. Cox has the legal title by purchase and deed of conveyance, from the heirs first herein named, and from the said widow Phoeba Bunn now intermarried with Zerah Linsley the undivided (7/8) seven eighths part of said premises. And the Defendant Milton Bunn is entitled as one of the heirs at law of said Jacob Bunn Deceased, to the undivided 1/8 part of said premises.

The plaintiff being desirous of holding her said estate in said premises in severalty prays that partition may be made of said premises and that the plaintiff's interest in said lands may be set off to her in severalty and that the dower of the said

Phoeba Linsley may be assigned in said & part of said premises, or if it shall appear that partition of said premises cannot be without manifest injury be made, then that the same may be appraised and sold as other proper orders taken in the case in that behalf, pursuant to the statutes in such cases made and provided.

P. R. Kerr Atty for Plaintiff

The State of Ohio Union County ss. P. R. Kerr being sworn says he is the Attorney for the Plaintiff in this case and that said Plaintiff is a non resident of said County of Union and now absent therefrom and that he believes the facts stated in the foregoing petition to be true.

P. R. Kerr.

Sworn to before me and subscribed in my presence this 28th day of January 1881.

W. M. Knight Clerk.

Praecipe. The Clerk will issue Summons for Phoeba Linsley nee Milton Benn to the Sheriff of Union County O. and for Thomas W. Cox to Sheriff of Delaware County, Ohio.

Afterward on the 28th day of January A.D. 1881. the following 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 Thomas W. Cox that he and others have been sued by Aramnita Jenkins in the Court of Common Pleas of Union County, and that unless he answer by the 26th day of Febuary A.D. 1881. the petition of the said Aramnita Jenkins 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 Febuary A.D. 1881. Witness my hand and the seal of said Court, this 28th day of January A.D. 1881.

W. M. Knight, Clerk.

Sheriff's Return. The State of Ohio Delaware County ss. Received this writ on the 29th day of January A.D. 1881. at 3 o'clock P.M. and pursuant to its command on the same day I served the within named defendant Thomas W. Cox by delivering to him personally a true and certified copy of the writ with the endorsements thereon Service 30¢ Mileage 16¢ Copy 20¢ Return 25¢ Total 91¢ Postage 6¢

William H. Cutler Sheriff of Del. Co.

On the 28th day of January 1881. the following 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 Phoebe Linsley and Milton Benn that they and another have been sued by Aramnita Jenkins. in the Court of Common Pleas of Union County. and that unless they answer by the 26th day of February A.D. 1881. the petition of the said Aramnita Jenkins against them filed in the Clerk's Office of said Court such petition will be taken as true and judgment rendered

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accordingly. You will make due return of this Summons on the 7th day of February A.D. 1881. Witness my hand and the seal of said Court, this 28th day of January A.D. 1881.

(Seal)

W. W. Winget, Clerk.

Sheriff's Return. The State of Ohio Union County ss. Received this writ January 28th A.D. 1881 at 11 o'clock A.M. and pursuant to its commance I served the same by delivering a certified copy thereof with the endorsments thereon to the within named Phebe Linsley. Milton Bunn was not found in my County. Service 30¢ Mileage $2,40 Copy 15¢ Total $2,85.

John Hobensack Sheriff.

Afterward on the 25th day of April 1881. the following entry was made on the Journal of said Court which reads as follows, viz:

Entry. Araminta Jenkins. vs. Thomas W. Cox et als.

This day this cause came on for hearing on motion of Defendants to quash the service of summons herein made on the Defendant Thomas W. Cox, and the same was submitted to the Court. On consideration whereof the Court do sustain said motion and at the same time came the plaintiff by her attorney and asked and obtained leave to continue the case for service of summons herein.

Afterward on the 25th day of April A.D. 1881. the following 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 W. Cox. that he and others have been sued by Araminta Jenkins in the Court of Common Pleas of Union County, and that unless he answer by the 28th day of May A.D. 1881. the petition of the said Araminta Jenkins 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 9th day of May A.D. 1881. Witness my hand and the seal of said Court, this 25th day of April A.D. 1881.

(Seal)

W. W. Winget, Clerk.

Sheriff's Return. The State of Ohio. Union County ss. Received this writ April 25th 1881. at 10 o'clock A.M. and pursuant to its command served the same by delivering a certified copy thereof with the endorsments thereon to the within named Thomas W. Cox Defendant on the 26th day of April 1881. Service 30¢ Mileage $2,40 Copy 20¢ Total $2,90.

John Hobensack Sheriff.

Afterward on the 25th day of September 1881. the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry. Araminta Jenkins. vs Thomas W. Cox et als.

This day came the parties by their attorneys and thereupon this cause came on to be heard upon the petition and answer of Milton Bunn a minor By M. C. Lawrence,

his Guardian Ad Litem and the evidence, and it appearing from the said answer of Milton Bunn that he admits the truth of Plaintiffs Petition and consents that partition be made of the premises in the Petition described, and that the other defendants, Thomas W. Cox and Phoebe Linsley have had due legal notice of the pendency and demand of said petition and that they and each of them are in default for answer and demurrer and that said petition is thereby confessed by them to be true.

Thereupon the Court find, That the said Plaintiff Aramintajenkins is seized of and has a legal right to one undivided one sixteenth part of the estate in said petition described and is entitled to have partition made of said premises. That the Defendant Thomas W. Cox & Milton Bunn are tenants in Common with the said Plaintiff in said premises, in the following proportions, to wit: The said Thomas W. Cox is seized of and has a legal right to the undivided 7/8. seven eighths part thereof. The said Milton Bunn the undivided one sixteenth part thereof, and the said Phoebe Linsley as the late widow of Jacob Bunn Sr. is entitled to dower in the said interest in said premises of the said Aramintajenkins & Milton Bunn to-wit: the undivided one eighth part thereof. But has assigned her said dower right to the said Thomas W. Cox and no reason appearing why partition should not be made. It is therefore, ordered, adjudged and decreed that partition of said Estate be made and that an order issue to the Sheriff of said County of Union commanding him that by the oaths of George B. Hamilton, Simon Baker & F. J. Sager three judicious and disinterested freeholders of the vacinity who are hereby apponted commissioners for that purpose. He cause to be set off and divided to said Plaintiff and to each of said defendants Thomas W. Cox & Milton Bunn the part and proportions of the said estate to which they are herein before severally founded entitled and that he cause by said commissioners, the dower interest of the said Phoebe Linsley in said 1/8 part of said premises, and by her assigned to said Thomas W. Cox to be apponited and assigned to said Cox, in the form of a life annuity and made a charge upon the portions of said Estate set off and divided to the said Aramintajenkins & Milton Bunn in like proportions and of his proceedings herein the said Sheriff is ordered to make due return without unnecessary delay.

On the 13th day of September 1881 the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Answer Milton Bunn

Aramintajenkins
vs
Thomas W. Cox et.als. } Court of Common Pleas Union County, Ohio.

And now comes the defendant Milton Bunn a minor by M. C. Lawrence, Guardian Adlitem, apponited by the Court herein, and for answer to the Plaintiffs Petition says.

Writ & Partition & Dower

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that he enters appearance herein and consents that Partition be made of the premises described in Plaintiffs Petition as prayed for in said Petition

A.R. Kerr Atty for said Defendant.

Afterwards on the 14th day of September A.D. 1881. the following Writ of Partition was issued by the Clerk of said Court which reads as follows, viz:

Writ of Partition & 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 George B. Hamilton Lyman Baker & D.J. Sager you cause to be set off and assigned To Phebe Linsley widow of Jacob Beem late of said County deceased one full equal third part of the 1/8 of the Real Estate hereinafter described, to which 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 County of Union & State of Ohio. Being in U.M. Survey No 6293. Beginning at a stone at the North east corner of a tract of land conveyed by James Clark to Jacob Beem on the 7th day of June 1841 Thence with the North line of said tract S. 87¼° W. 276 poles to a stake (in place of three Beeches corner to land formerly owned by Michael Beem; Thence with the east line of said lands S. 5° E. 69 4/100 Poles to a stake & Beech another corner to said lands of Michael Beem; Thence with the South line of said lands S. 87½° W. 41 poles to a stake at the North east corner of lands formerly owned by Isaac Gearheart; Thence with the east line of said lands S. 2° E. 69 poles to a stake at the South east corner of said lands of Isaac Gearheart and South west corner of said lands conveyed by James Clark to Jacob Beem; Thence with the South line of said mentioned tract of land, N. 87¾° E 241 poles to a stake on the east line of the Marysville and Marion Road and at the South East corner of said lands; Thence N. 30¾° E. 129 4/100 poles to a stone on the west side of said road and at the South corner of a lot of land conveyed by John Evans to Jacob Beem on the 30th day of September 1847. Thence with the west line of said lot N. 2° E. 30 2/100 poles to the beginning containing Two Hundred and Thirty acres. being the same lands conveyed as aforesaid by James Clark to Jacob Beem on the 7th day of June 1847.

Also another lot of land described as follows, to-wit:

Beginning at a stone on the west side of the Marysville and Marion road at the South end of a lot of land conveyed by John Evans to Jacob Beem on the 30th day of September 1847. Thence with the west line of said lot N. 2° E. 62 2/100 poles. (passing the beginning corner of the first tract herein described at 32 7/100 poles). to a stake at the north west corner of said lot; Thence with the north line of said lot S. 79½° E. 31 72/100 poles to a stake on the west side of said road; Thence S. 30¾° W. 66 poles to the beginning containing Six acres and Sixteen poles being the same lands conveyed as aforesaid by John Evans to Jacob Beem the 30th day of September 1847.

Also another Tract of land described as follows. Beginning

at a stake one Pole N. 2° E from a stone at the beginning corner of the first Tract herein described and on the west line of the second lot described herein; Thence with the said line N. 2° E. 12 72/100 Poles to a stake; Thence South 87¼° W. 12 72/100 Poles to a stone, Thence S. 2° W. 12 72/100 Poles. Thence N. 87¼° E. 12 72/100 Poles to the beginning containing One Acre. Being the same land conveyed by Henry Clark to Jacob Beem on the 15th day of September 1845 The whole amount of said land herein described being Two Hundred Thirty Seven 8/10 acres. Subject to the said Dower Estate, among the persons named herein, and in the following proportions to-wit: To Aramnita Jenkins 1/6 part. To Thomas W. Cox 1/8 part To Milton Barnes 1/6 part. In pursuance of an order lately made in our Court of Common Pleas, within and for said County of Union in a certain petition for Partition and dower wherein the said Aramnita Jenkins is Petitioner and Thomas W. Cox. 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 the Court of Common Pleas, at the Court House in Marysville this 14th day of September A.D. 1881.

W. M. Kniget, Clerk.

Sheriffs Return.

As commanded by the foregoing Writ of Partition and Dower I have executed the same by the oaths of Lyman Baker, F. J. Sager & George B. Hamilton causing dower to be assigned to Phebe Linsley widow of Jacob Beem Sr. deceased, and partition to be made in the premises in said writ described; 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. Service 60¢ Mileage $2.24 Executing writ $1.20 Swearing Com. $1.20 Report & Com. 40¢ Total $5.04 Com. $4.00 Given under my hand this 27th day of Sept. A.D. 1881.

John Holmsack Sheriff.

Com. Report.

Aramnita Jenkins. vs. Thomas W. Cox et. als } Union County ss. Court of Common Pleas.

According to the command of the Writ of Partition & Dower in this case issued, and on the call of the Sheriff of said County. We, the undersigned Commissioners after being first duly sworn. We are of the opinion that. Whereas the said Dower Estate is decreed upon the undivided 1/8 part of said premises we consider it of manifest injury and inconvenient to assign said Dower by metes & bounds and we do therefore appraise said Dower Estate as described in the within order at One Hundred & Twenty five ($125) Dollars. 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 Fourteen Thousand Two hundred and Twenty Six ($14226) Dollars not subject to the Dower Estate

mentioned in said order. Being at the Rate of Sixty (60) Dollars per acre. Given under our hands this 23d day of September A.D. 1881.

L. G. Baker.
George B. Hamilton } Com.
F. J. Sager.

Afterwards on the 27th day of September 1881. the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry — Araminta Jenkins vs Thomas H. Cox et.als.

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 motion to confirm the same. And it appearing that the said Estate cannot be divided by Mets & Bounds without injury to the value thereof and that said Commissioners have made and returned their appraisment of said premises, free from dower of the said Phoebe Linsley, in the sum of $1422 60/100. The Court find the said Return and proceedings in all respects correct and in conformity to law. and do therefore confirm the same and the said Commissioners having returned that dower could not be set off in said 1/3 part of said premises, without manifest injury and have appraised the same at the sum of $125 00/100 which the Court find to be the just and reasonable value thereof. And it appearing to the Court that the said Thomas H. Cox has elected to take the said premises at their appraised value the same are therefore upon the payment of the said sum of $1422 60/100 adjudged to him, and the Sheriff is ordered to convey said premises to him by deed in fee simple free from dower. It is further ordered that out of the proceeds of said sale the Sheriff pay. First. to the Treasurer of Union County — $. Levy the Taxes due upon said land. Secondly to the Clerk of this Court the costs of this action including a counsel fee of $ 2580/100 to P. R. Kerr for his services herein. Thirdly To said Phoebe Linsley widow, or her assignee said sum of $125 00/100 as and for her full dower interest in said premises. Fourthly, And of the residue of the proceeds of said sale to the Plaintiff Araminta Jenkins $801.59 one third cash one third in one year, and one third in two years, with 6% interest and to the said Milton Beem the sum of $801.59 one third cash, one third in one year & one third in two years with 6% interest, the deferred payments to be secured by mortgage on said premises.

Attest. W. M. Knight, Clerk.

Pleas before Hon. Honor John L. Porter Judge of a Court of Commo n Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union & State of Ohio on the 12th day of September 1881. Heretofore, to wit: on the 24th day of February 1881 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition — John L. Thurston against William W. Kile and Carrie L. Kile his wife and L. P. Stone assignee of William W. Kile } Court of Common Pleas Union County, Ohio.

1st. The Plaintiff says that on the 15th day of August A.D. 1879. the Defendants William W. Kile and Carrie L. Kile his wife made and delivered to the Plaintiff under the names of W. W. Kile and Carrie L. Kile, their certain promisory note of that date and thereby promised to pay to Plaintiff or order the sum of Two Hundred & Nineteen & 31/100 Dollars six months after the date thereof for Value received with interest at Eight per cent.

A copy of which note reads in the words and figures following to-wit:

"$219 31/100. Urbana, Ohio. August 15th 1879.

Six months after date we promise to pay to the order of John L. Thurston Two Hundred & Nineteen & 31/100 Dollars. Value received with interest at Eight per cent.

"W. W. Kile." "Carrie L. Kile."

Exd. The Plaintiff says that there are no credits or endorsements thereon But there is due thereon the sum of Two Hundred & Nineteen & 31/100 Dollars, which he claims with interest at eight per cent from August 15th A.D. 1879.

2d The Defendants William W. Kile & Carrie L. Kile, his wife, On the said 15th day of August A.D. 1879. to secure the payment of said Note executed and delivered to the plaintiff their mortgage deed and thereby conveyed to the Plaintiff, his heirs and assigns the following lands and tenements, Situate in said County of Union and State of Ohio and described as follows, "Known as being all of Lots Numbers 569 & 570 in Morris Hall's addition to the town of Richwood Union County, Ohio. Said deed of conveyance had a condition thereunder written whereby it was provided that if the said William W. Kile & Carrie L. Kile or their heirs or assigns should well and truly pay to the said plaintiff his heir or assigns the said note herein before described when the same became due according to the tenor and effect thereof then said deed to be null and void, otherwise to be and remain in full force and effect in law.

Entry. The plaintiff further says that on the 21st day of August A.D. 1879. 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 the same was thereupon duly recorded in the Record of Mortgages in said County

And that when said promisory note became due and payable according to the tenor thereof the said Defendants William W.

Kile & Carrie L Kile did not pay said promisory note to this plaintiff nor any one for him. But that the said sum of money of Two Hundred & Nineteen 97/100 Dollars, and said note above described still remains and is due and unpaid. whereby the conditions of said mortgage deed has become broken and said mortgage deed has become absolute.

Plaintiff further says that on the 26th day of January A.D. 1881. said Defendant William W. Kile made an assignment under the laws of the State of Ohio and made and appointed said S. P. Stone his assignee whom he asks may be made a party defendant to this Petition.

Plaintiff therefore prays Judgment against said Defendants William W. Kile & Carrie L. Kile for the sum of Two Hundred & Nineteen & 97/100 Dollars with interest from August 21st 1879. at eight per cent Promisory interest, which he says is due him upon said note hereinbefore described. And that if the said Defendants fail to pay said Judgment by a day to be named by the Court that said premises described may be ordered to be appraised, advertised & sold as upon execution, and the proceeds of said sale be applied to the satisfaction of said Judgment together with costs herein.

By McElroy & Culver Attys

State of Ohio Delaware County, ss. John L. Thurston being duly sworn says, the facts stated and allegations in his foregoing petition are true as he verily believes.

John L. Thurston.

Sworn to before me and subscribed in my presence this 12th day of February A.D. 1881.

John Chapman Clerk of Com. Pleas. Del. Co. Ohio.

Exd.

We hereby waive the issuing of summons as to the defendants named herein and the service of process and enter our appearance to the above action this 21st day of February A.D. 1881.

S. P. Stone Assignee of W. W. Kile.

W. W. Kile Carrie L. Kile.

Afterward on the 11th day of May 1881. the following entry was made on the Journal of said Court which reads as follows, viz:

Entry.

John L. Thurston

vs.

William W. Kile et al.

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 the Court finds that defendant William W. Kile is indebted to said plaintiff in the sum of $248 97/100. It is therefore considered by the Court that the said plaintiff recover from the said Defendants the said sum of $248 97/100 Dollars, together with interest at eight per cent from April 21st 1881. and his costs herein expended taxed at dollars. And the Court further find that in order to secure the prompt payment of said note the defendants W. W. Kile & Carrie L. Kile, his wife executed and delivered to said John L. Thurston the Plaintiff their certain mortgage as in the petition described and on the premises therein described and

On the premises therein described, and that said mortgage was duly recorded in Book 15. Page 250 of the records of mortgages of Union County Ohio. and is the first and best lien on the premises described in the petitions. It is therefore considered and adjudged. that unless the Defendant Wm. W. Kile shall within ten days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff herein the sum so found due as aforesaid with interest thereon from April 21st 1881. at eight per cent. 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.

Afterward on the 9th day of July A.D. 1881. the following 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 11th day of May A.D. 1881. in the cause of John L. Thurston Plaintiff. and W. W. Kile et als, Defendants it was ordered, adjudged and decreed as follows, to-wit: That unless the Defendant Wm. W. Kile shall within ten days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this suit and to the plaintiff $248.8 with interest at 8% from April 21st 1881. that an Order of sale shall issue to the Sheriff of Union County commanding him to appraise, advertise & sell according to law the premises herein described & bring the proceeds of said sale into court for further order.

Printers Notice

Description

Situate in the County of Union and State of Ohio. All of Out Lots Nos. 569 and 570 in Morris Kell's addition to the town of Richwood. We therefore command you that you proceed to carry said order, judgment & 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 said Court of Common Pleas and the seal of said Court, at Marysville, Ohio, this 9th day of July A.D. 1881.

W. W. Wright Clerk.

Sheriff's 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 July 1881. summon J. P. Crotty, John Logan, and George W. Holland. three disinterested freeholders, residents 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 July A.D. 1881. 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 & Eighty 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 20th day of July 1881. I caused to be advertised in the "Richwood Gazette." (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. 1881. at 1 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 to said notice, I did on the 20th day of July A.D. 1881. at the time and place above mentioned, proceed to offer said lands and tenements at public sale and then and there came Morris W. Hill who bid for the same the sum of One Hundred & Twenty five ($125.00) Dollars, and the said sum being more than two thirds of the appraised value thereof, and said Morris W. Hill 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 & Twenty five Dollars. Service 30¢ Levy 30¢ Sum & Swearing Appr's $1.20 Writing Appr'l 30¢ Copy of Appr'l 30¢ Notice to Pr. 30¢ Aff. of Pr. 30¢ Writing Notice 30¢ Mileage $3.20 Commission $1.87 Total $8.37 Clk's Fees $1.50 Pr's $5.50

John Hobensack Sheriff.

Printers Notice.

John L. Thurston
vs
William W. Kile et als.

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, Ohio, on Saturday August 20th 1881. at or about the hour of one o'clock P.M. on said day, the following described real estate, to-wit: Situated in the town of Richwood, County of Union, State of Ohio, and being known and described as situate in the County of Union and State of Ohio, all of Inlots Nos 569 & 570, in Morris Hill's addition to the town of Richwood. Appraised at $185 & Terms of Sale, Cash.

John Hobensack Sheriff.

The State of Ohio, Union County ss. I, Robert Smith do make oath that the advertisment of which the annexed is a copy was published for five weeks to-wit: July 21 28 and Aug. 4th 11th & 18th A.D. 1881. in the Richwood Gazette a weekly newspaper printed in and being of general circulation within said County, and of which I am one of the editors.

Robert Smith.

Sworn to and subscribed before me this 22d day of Nov. A.D. 1881.

W. M. Winget, Clerk.

Entry.

Afterward on the 15th day of October 1881. the following Entry was made on the Journal of said Court which reads as follows, viz:

John L. Thurston. / William W. Kile et als. } Court of Common Pleas. Union Co. O.

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 Morris W. Hill. 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 ____ Dollars. It is ordered that the Sheriff out of the money in his hands pay first the costs of this action taxed at ____ Dollars & Secondly to the Plaintiff John L. Thurston, the balance of the money remaining in his hands to-wit: the sum of ____ Dollars, and there still remaining due to the said Plaintiff the sum of ____ Dollars It is considered that he recover the same from the Defendants Wm W. Kile. & Carrie L. Kile. his wife, and execution is awarded therefor.

Attest. W. W. 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 & State of Ohio. on the 12th day of September 1881. Heretofore, to-wit: on the 16th day of February 1881. the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

C. Aultman & Co. / vs. / C. H. Robbins and Catherine Robbins & Hiram Roney. } The State of Ohio. Union County ss. In the Court of Common Pleas.

The Plaintiff says that it is an Incorporation duly incorporated under the laws of the State of Ohio and doing business in said State of Ohio under the Incorporate name of C. Aultman & Co. and for its First Cause of Action says that on the 18th day of July A.D. 1879. the said Defendants C. H. Robbins & Catherine Robbins made and delivered to C. Aultman & Co. One certain Promissory note, a true copy of which, with all the credits and endorsments thereon is in the words and figures following, to-wit:

"$321 37/100. "Marysville Ohio. July 18th 1879. On or before the First day of Janry 1881. For Value received I/We Eugnut Seperator No 3-10 Stats weather For Buckeye Mower Reaper Harvester Self Binder Sweepstakes Seperator Horse Power or Canton Monitor Engine 3. The undersigned of Taylor Township County of Union State of Ohio Promise to pay to the Order of C Aultman & Co Canton Ohio. Three Hundred & twenty one 37/100 Dollars. Payable at the Office of the Bank of Marysville with interest at 6 percent per annum from date until maturity and interest at eight percent per annum from maturity until paid. P.O. Broadway Union County State of Ohio. No 74208.

(Signed) C.H. Robbins.

That said Promisory note is due. and no payments have been made thereon. That there is now due to Plaintiff on said Promisory Note, from said Defendants. C.H. Robbins the sum of Three Hundred & Twenty one & 37/100 Dollars. ($321 37/100). with interest on $321,37 thereof, at the rate of 6 percent per annum payable annually from the 18th day of July A.D. 1879. until Jan. 1st 1881. and on $349.27 thereof with interest at the rate of 8 percentum per annum. from the 1st day of January A.D. 1881. for which amount the Plaintiff asks Judgment.

For Second Cause of Action the Plaintiff says That in order to secure the payment of said promisory note set forth in its First cause of action, and the interest accruing thereon, the said defendants C.H. Robbins & Catherine Robbins executed acknowledged and delivered to said C. Aultman & Co their mortgage deed on said 18th day of July A.D. 1879. and thereby conveyed to said C Aultman & Co. its successors, heirs and assigns for ever, the following described Premises, lands and tenements, to-wit; Situated in the Township of Broadway County of Union and State of Ohio. & Being known as Town Lot No Eleven (11). in the Town of Broadway Union County, Ohio. For further particulars see Town Plat at Recorders Office Union County, Ohio.

The said Defendant Catherine Robbins wife of said C.H. Robbins joined her said husband in the execution, acknowledgement and delivery of said Mortgage Deed and thereby did Remise Release and forever quit claim unto the said C Aultman & Co. their successors, heirs and assigns forever all her right and title of Dower in and to the above described Premises. On the 2d day of August A.D. 1879. at 9 oclock A.M. of said day said Mortgage Deed was left for Record in the Office of the Recorder of said County, and the same was duly recorded by him in Vol. 16. Page 79. of Records of Mortgage Deeds, on the 13th day of August A.D. 1879. Said mortgage deed had a certain condition thereunder written, that if the said C.H. Robbins & Catherine Robbins their heirs, assigns, executors or administrators shall well and truly pay said promisory note, and the interest accruing thereon, according to the tenor and effect thereof as aforesaid, the same to be void, otherwise to be and remain in full force and virtue in law. The condition of said mortgage deed has been broken and the same has became absolute by the non payment of the

said Promisory Note and interest accruing thereon.
The Plaintiff has by said Mortgage Deed a good and valid claim upon the premises therein described, which is the first and best lein thereon. That all the other Defendants herein named have or claim to have a lein or liens upon or other interest in said mortgaged premises, but the Plaintiff is unable to state the nature or extent thereof.
The Plaintiff prays that all of the Defendants above named may be notified of the pendency of this petition and that they may be required to answer the same, and set forth specifically the nature and amount of their respective claims or liens upon said Mortgaged premises, if any they have, and the time or times when the same attached thereto. Wherefore the said Plaintiff prays judgment against said Defendant C. H. Robbins & Catherine Robbins for said sum of $321 37/100 Dollars ($321 37/100) with interest on $321 37/100 thereof at the rate of 6 per centum per annum payable annually, from the 18th day of July A.D. 1879 to Jan. 1st 1881. and on $349 27/100 thereof at the rate of 8 per centum per annum from the 1st day of January A.D. 1881. And said Plaintiff further prays that the priority of the several liens on said mortgaged premises may be established, that the said premises may be ordered to be sold according to law, that the proceeds of such sale may be applied first to the payment of taxes, if any are due on said premises, second to the payment of the costs of this action, and third, to the payment of the Plaintiff's lein in its proper order of priority and that it may have such other & further relief as in equity it is entitled to.

Cameron & Benton Attorneys.

The State of Ohio. Union County ss. F. B. Benton being duly sworn says that he is one of the attorneys for Plaintiff and that the said Plaintiff is a corporation duly incorporated under the laws of the State of Ohio and the members of said incorporation are now residents of the County of Union and the office of the said incorporation is not located in said County and the matters and things set forth 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 17th day of February A.D. 1881.

H. M. Winget, Clerk, By Jabor Randall Dep'y.

Praecipe

C. Auetman & Co. vs C. H. Robbins et als } The State of Ohio. Union County ss. In the Court of Common Pleas,

To the Clerk of said Court. Issue Summons for said defendants C. H. Robbins, Catherine Robbins & Hiram Roney, directed to the Sheriff of said County, returnable according to law. Endorse, "Action for Money, Sale of Mortgaged Property

Summons.

Issued

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and Relief" Amount claimed $321 37/100 with interest on $321 37 thereof at the rate of 6 percentum per annum from the 18th day of July, 1879. to Jan. 1st 1881. and on $349 27 thereof at the rate of 8 percentum per annum from the 1st day of Jan. 1881.

Afterward on the 16th day of Febuary 1881. the following 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 C. H. Robbins, Catherine Robbins and Hosiam Roney, 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 19th day of March A.D. 1881. the petition of the said C. Aultman & 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 28th day of February A.D. 1881. Witness my hand and the seal of said Court this 16th day of Febuary A.D. 1881.

Seal

W. M. Knight, Clk. By Jabor Randall Deputy.

Sheriff's Return. The State of Ohio, Union County ss. Received this writ February 16th A.D. 1881. at 3 o'clock P.M. and Pursuant to its command I served the same by delivering a certified copy thereof with the endorsements thereon to each of the within named Defendants on the 17th day of Febuary 1881. Service 90c Mileage $2,80 Copy 60c Total $3,30

John Obensack, Sheriff.

Afterward on the 25th day of April 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

C. Aultman & Co. vs C. H. Robbins et. als. } In the Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard on the pleadings and evidence and the Court being fully advised in the premises, the Court find that the defendant C. H. Robbins & Catherine Robbins are in default for answer or demur to said Petition and that leave is granted the said Hosiam Roney ten days to file his answer and cross Petition

And the Court further find that there is due to the Plaintiff from the defendant C. H. Robbins on the promisory note set forth in the petition with interest to the first day of this term the sum of $338,60. The Court further find that in order to secure the payment of said note the Defendants C. H. Robbins and Catherine Robbins his wife, executed and delivered to C. Aultman & Co. the plaintiff, their certain Mortgage as in the petition described and on the premises therein described, and said mortgage was duly Recorded in Book 16 Page 79. 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 C. H. Robbins shall within two days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case, and to the Plaintiff herein the sum so found due as aforesaid with interest at 8% from

the First day of this term according to the tenor 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.

Afterward on the 29th day of April A.D. 1881. the following 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 25th day of April A.D. 1881 in the cause of C. Aultman & Co. Plaintiff and O.H. Robbins et al. Defendants it was ordered, adjudged & decreed as follows, to-wit: That unless the Defendant O.H. Robbins shall within 2 days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the Plaintiff the sum found due ($338.62 with 8% interest from April 25th, an Order of Sale shall issue to the Sheriff of Union County, O. commanding him to sell the premises described in Plaintiff's Petition according to law & bring the proceeds into Court for further order.

Description

Situate in the Town of Broadway, County of Union, State of Ohio & Being known as Town Lot No Eleven (11) in the Town of Broadway Union County Ohio. For further particulars See Town Plat at the Recorder's Office Union County Ohio.

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 the 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, Ohio this 29th day of April A.D. 1881.

(Seal)

W.M. Winget, Clerk.

Sheriff's 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 May 1881. summon G.W. Freeman, James D. McNeal & A.H. Dillon three disinterested freeholders, residents 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 May A.D. 1881. 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 $350.00, 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 1st day of June 1881. I caused to be advertised in the Marysville Tribune

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(a newspaper, printed and published and of genral 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 2d day of July A.D. 1881. at one oclock 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 to said notice, I did on said 2d day of July A.D. 1881. at the time and place above mentioned, proceed to sell said lands and tenements at public sale, and then and there came W.C. Sefton who bid for the same the sum of Three Hundred & Fifty Dollars. and said sum being more than two thirds of the appraised value thereof, and said W.C. Sefton being the highest and best bidder therefor, I then and there publicly sold & struck off said lands and tenements to him for said sum of Three Hundred & fifty Dollars. Service 30¢ Sum & Swearing Appr's $1.20 Writing appraisal 40¢ Copy of Appr'l 40¢ Notice to Pr. 30¢ Aff. of Pr. 30¢ Writing Notice 30¢ Mileage $1.60 Poundage $4.25 Total $9.05 Appr's Fee $1.50 Printer's Fee $8.00.

John Hobensack, Sheriff.

Printers Notice

C. Auetman & Co.
vs
C.H. Robbins et.al.

Court of Common Pleas, Union County Ohio.

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 July 2d A.D. 1881. at or about the hour of one oclock P.M. on said day the following described real estate, to-wit: Situate in the town of Broadway, County of Union, State of Ohio, and being known as town lot No. eleven (11) in the town of Broadway Union County Ohio. For further particulars, see Town Plat at the Recorders Office, Union County, Ohio. Appraised at $330.00

John Hobensack, 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 the County of Union, the first publication beginning with June 1st 1881.

W.C. Shearer.

Sworn to and subscribed before me this 16th day of Nov. 1881.

W.M. Wright Clerk.

Afterward on the 15th day of October 1881. the entry was made on the Journal of said Court which reads as follows, viz:

Entry

C. Auetman & Co.
vs.
C.H. Robbins 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 sat-

is find 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 W. E. Sefton by deed in fee simple the lands and tenements so sold. and the said purchaser is hereby subrogated to all the rights of the said lienholders in said premises so far as they may be paid herein for the protection of his title and 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 fifty dollars it is ordered that the Sheriff pay of the money in his hands, pay. 1st the taxes $42.57. 2d the costs of this action Taxed at $29.36 Paid to John Weaver $63.04 which has a prior lein. 4th To the Plaintiff C. Aultman Hes $215.33 being the remainder of the purchase money.

Attest. W. M. Knight, Clerk.

Pleas before His Honor John L. Porter Judge of Com 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 12th day of September 1881. Records fore-wit: on the 26th day of March 1881 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

Samuel Turner
vs.
Mary Turner and
John Barrick
} In Union County Court of Common Pleas.

The said Samuel Turner Plaintiff complains of the said Mary Turner and John Barrick Defendants for that the said Plaintiff is seized of in fee simple, the following lands and tenements situate in the said County of Union and State of Ohio and in the Village of Marysville. viz: Being all of In Lot No's 489. according to the Recorded Plat of said Village. Also about one fourth of an acre bounded on the east by Main Street, on the South by Wadham Street, on the west by land of W. W. Woods and on the West by land of P. Blake being the same lot described in the Records Will of Robert Turner late of said County, deceased, and which last named lot is described in said Will as follows

Beginning about two rods N. of the stable in my west line at the corner of the fence around a garden and running thence to main Street. parallel with to Wadham Street giving that part between that line and Wadham Street.

The Plaintiff is entitled to the possession thereof and that the said defendants unlawfully keep the Plaintiff out of the possession thereof. The said Plaintiff therefore

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prays. judgment against the said defendants for the recovery of the possession of the said premises.

J. K. Cameron. Atty for Plaintiffs.

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

Samuel Turner.

Sworn to before me by said Samuel Turner and by him subscribed in my presence this 26th day of March 1878.

W. M. Wright, Clerk.

Afterward on the 26th day of March A.D. 1878 the following 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 Turner & John Barrick that they have been sued by Samuel Turner 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 the said Samuel Turner 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 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. M. Wright, Clerk.

Sheriff's Return. The State of Ohio. Union County ss. Received this writ March 26th A.D. 1878. and pursuant to its command I. served the same on the within named John Barrick & Mary Turner by leaving each a certified copy of this writ at their usual place of residence. this 6th day of April 1878.

J. J. Miller Sheriff. By G. C. Edwards, Deputy.

Afterward on the 19th day of September 1878. the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Answer.

Samuel Turner
vs.
Mary Turner et al } Court of Common Pleas Union Co. O.

Mary Turner one of the Defendants now comes and for answer to the petition filed against her and John Barrick, says, that she denies each and every allegation in said petition contained.

2d Defense. For a second defense to said petition she says. That the only present interest which the Plaintiff has, in or to the lands and tenements in the petition mentioned, is under and by virtue of a pretended sale made by the Treasurer of Union County, Ohio. for delinquent taxes on or about the 18th day of January 1876. at which pretended tax sale the said Samuel Turner did bid in

the said lands and tenements. She further says that said Samuel Turner ought not to have or maintain this action against said Defendants, for the following reasons; This Defendant Mary Turner is the widow of Robert Turner late of Union County, Ohio. deceased whose will was duly probated in Union County, Ohio. on or about the 24th day of March 1869. and the plaintiff who was named as Executor in said will was about that time appointed and qualified as such executor by the Probate Court of Union County, Ohio. She further says that by the terms of said last will and testament, She became entitled to have the same proportion of the personal estate of said decedent as she would have been entitled to under the law. had no will been made That by the terms of said will she became entitled to a life estate in the lands and tenements in the said petition described. That said Samuel Turner has not made a final settlement of said estate although she has caused application to be filed in the Probate Court of Union County, Ohio. for a citation to issue, against him as such executor, two or three times in order that he might be required to make such final settlement and pay to her whatever sum of money may be due her under the provisions of said will of Robert Turner deceased. That said Samuel Turner as such executor has by subterfuges, promises and invalid excuses procured further time to make such final settlement. That there is due to this defendant from said estate a considerable sum of money the amount of which she is unable to state, until the said Samuel Turner shall have filed his papers and vouchers in the Probate Court of this County for final settlement, and the same shall have been audited, examined and passed upon by said Court in a legal manner. That said estate should have been settled long since and that there has not been any thing to prevent the same for several years past. That Samuel Turner Plaintiff was one of the residuary devises named in said last will and testament and interested as such in the lands and tenements in the petition described after the decease of this Defendant. That said Samuel Turner, at and during the last term of this Court, to wit: the month of May last agreed with this defendant's Attorney to settle said estate finally. during the vacation of this Court immediately succeeding said term of this Court. And this defendant by her said Attorney agreed to arrainge and settle said tax claim now held by the plaintiff in an equitable manner, as soon as such final settlement was made

and approved by the Court, and the amount due to her from said Estate fixed and ascertained, but said Plaintiff has not filed said settlement papers in the Probate Court, although about four months time has elapsed since the adjournment of said Court. That about the year 1875 a special assessment was made upon Dr Lot No 4, and the small parcel of land in Survey No. 335½, described in said petition by the Council of the Incorporated Village of Marysville for the purpose of grading and graveling the street called "Wadham" in said Village. That by reason of the estate of her husband Robert Turner not being settled and her dues from said estate not having been paid her by the plaintiff as executor she was not able to pay said assessment, and make necessary repairs on the buildings on said land. And that said Samuel Turner, the plaintiff, was as a remainder man, in equity and by law bound to pay a proportion of said assessments. But he the said Samuel Turner wholly refused and neglected to settle said estate, and pay her what was due her, and also neglected to pay his proportion of said assessment, but on the contrary he being a remainder man and executor as aforesaid, bid upon said lands and tenements, at tax sale, and now seeks to oust her from her possession, in consequence of said pretended sale of said lands to him for taxes. She says that she does not know what amount was due on account of said assessment at the time of said pretended sale, but that she is informed and believes, and therefore states the fact to be that said assessment amounted to about eighty dollars. She further says that she has at all times been willing to pay the ordinary State, County and Municipal taxes upon said lands and tenements, and has at all times been willing to pay her proportion of said assessments, but that she has been unable to do so by reason of the negligence and default of the plaintiff herein before stated. This defendant having thus fully answered the petition of the plaintiff asks that said pretended tax sale may be set aside and held for naught. That the proportion of said assessments which she and the remaindermen ought severally to pay be ascertained by the Court; and that to that end, the other remainder men to-wit: James Turner and the children of William Turner deceased and representatives of deceased children of said William Turner be made parties hereto. She further says that said children and legal representatives of William Turner deceased are numerous and widely scattered the greater number being in the west, and she is at this time to state their names or residences

M L Lawrence Atty for Deft.

The State of Ohio. Union County ss. Mary Turner Defendant being sworn says that the facts stated and allegations contained in the foregoing answer are true as she verily believes.

Mrs. Mary X Turner
mark.

Sworn to by Mary Turner before me and signed by her in my presence this 19th day of September 1878,

S. C. Mulford Notary Public.

(Seal)

Afterward on the 7th day of June 1880 the following Entry was made on the Journal of said Court which reads as follows

Entry

Samuel Turner. vs Mary Turner et al. } Union Common Pleas.

This day this cause came on to be heard upon the demurrer of the Plaintiff to the 2d ground of defense set up in the answer of Mary Turner and the same was argued by counsel, Whereupon the Court do sustain said demurrer, to which ruling and decission of the Court the said defendant Mary Turner by her Attorney then and there excepted. And thereupon this cause came on to be heard upon its merits upon the evidence, record exhibits and was argued by counsel; On consideration whereof the Court do find for the defendant Mary Turner. (the said John Barrick having left the premises) and that the sales of the lands and lots in the petition mentioned for taxes are and were invalid. Thereupon the plaintiff by his attorney asked, and obtained leave of the Court to so amend his petition within forty days from the rising of the Court as to claim the money which he has paid, in the purchase of said lots and lands at tax sale and in taxes since the said purchase paid by him.

It is therefore considered, ordered, and adjudged by the Court that the defendant Mary Turner recover of the plaintiff Samuel Turner her costs herein expended taxed to ##. And this cause is continued.

Afterward on the 8th day of October 1880 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry.

Samuel Turner vs Mary Turner et al. }

This day came the parties by their attorneys and thereupon this cause came on to be heard upon the pleadings of the parties and the evidence and was argued by counsel and submitted to the Court.

The Court being fully advised in the premises do found that the said Mary Turner defendant is the owner of a life estate in the premises in the petition described and that she has been in the possession and enjoyment of

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the same for more than ten years last past. That she being the proprietor of said premises failed to pay the taxes thereon, and that she suffered said lands to be sold for taxes and that the plaintiff bought said lands at tax sale and received a deed therefor which sale and deed has been held to be invalid on account of an irregularity in the proceedings, and of the Officers having duties to perform in relation thereto. The Court further find that said Plaintiff has paid the purchase money at said tax sale and has paid the taxes since, to-wit: That the amount paid as purchase money and taxes since with interest at 6% till the first day of this term paid on Lot No 4 as described in said pleadings is $163,78. That the amount paid as purchase money and taxes since with interest at 6% till the first day of this term paid on said Lot No 9. is $8,67. The amount paid as purchase money, taxes since and interest at 6% till the first day of this term of Court on the ½ acre lot is 69,56 That the amount paid on said lands as purchase money at the time of said tax sale was the amount of taxes and penalties legally due at the time of said sale That said sale was made and said taxes paid at the times in said pleadings stated. The Court further find that the said amounts so paid are a lein upon the respective lots and lands upon which said taxes were assessed and paid to-wit: That the same sum of $163,78 is a lein on said lot No 4 and that said sum of $8,70 is a lein upon said lot No 9. and that the said sum of $69,56 is a lein upon said one half of an acre of land described in the petition. It is therefore considered ordered and adjudged by the Court that if the said Mary Turner Defendant fail for five days to pay said several sums of money found to be leins as aforesaid or any part thereof then that an order issue to the Sheriff of said County commanding him to appraise advertise and sell, the Defendant Mary Turners life estate in said lots and lands or either of them upon which said payments were made and that he bring the proceeds of said sale into Court to await the further Orders hereof and for the purpose of distributing the proceeds of said sales this cause is continued.

Afterward on the 27 day of December A.D. 1880 the following 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 Court of Common Pleas held at Marysville in and for said County, on the 8th day of October 1880 in the cause of Samuel Turner plaintiff and Mary Turner defendant it was ordered, adjudged and decreed, as follows, to-wit: That if the defendant

Jail for five days to pay said several sums of money, to-wit: $163,78 $8,70 $6,56 with 6% interest from September 13th 1880 and costs of suit. That an order issue to the Sheriff of Union county commanding him to appraise, advertise & sell the Life Estate of the Defendant Mary Turner in said Lots & lands or either of them upon which payment has not been made, and bring the proceeds into Court.

Description Situate in the County of Union and State of Ohio and in the Village of Marysville. Being all of the Lots No's 4 & 9 according to the recorded plat of said Village. Also about one fourth of an acre bounded on the East by Main Street; on the South by Wadham Street, on the West by land of W. W. Woods and on the North by land of P. B. Cole.

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 Statutes 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 22nd day of Dec. A.D. 1880.

(Seal)

W. M. Wright, Clerk.

Sheriff's Return. The State of Ohio, Union County ss. In obedience to the command of the Order of Sale hereto annexed, I did on the 24th day of December 1880 summon Henry Wheeler, Alf. Scott & A. P. Robinson three disinterested freeholders, residents 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 December A.D. 1880 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 Twelve 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 28th day of December 1880. 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 29th day of January A.D. 1881. at 1 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 to said notice I did on the 29th day of January A.D. 1881 at the time and place above mentioned, procead to offer said lands and

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tenements at public sale. Said property not sold for want of bidders. Sum Sheet. Appr $4.50 Writing Appr 40¢ Copy & Appr 40¢ Notice to Pr 12¢ Aff & Pr. 40¢ Writing Notice 30¢ Mileage 20¢ Return 50¢ Total $3.82 Appraiser's Fees $1.50

John Hohensack. Sheriff.

Printers Notice.

Samuel Turner
vs
Mary Turner
} Court of Common Pleas. Union County. Ohio.

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. January 29th 1881. at or about the hour of one o'clock P.M. the following described Real Estate, to-wit: Situate in the county of Union & State of Ohio. and in the Village of Marysville. being all of Inlots 489. according to the recorded plat of said Village. Also about one fourth of an acre, bounded on the east by Main Street, on the South by Wadham Street, on the west by land of W. W. Woods and on the north by land of R. B. Cole. Lot No 4 appraised at $520. Lot No 9 appraised at $520. The Fourth acre appraised at $125.

D. 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 the County of Union the first publication beginning with December 29th 1880.

W. O Shearer.

Sworn to and subscribed before me. this 2d day of Febuary. 1881.

W. M. Wright. Clerk.

Afterward, on the 22d day of February A.D. 1881. the following Alias Order of Sale. was issued by the Clerk of said Court which reads as follows. viz:

Alias Order of Sale.

The State of Ohio. Union County ss. To the Sheriff of said County, Greeting: Whereas at a Court of Common Pleas, holden at the Court House in Marysville, in said County of Union upon the 8th day of October 1880. Samuel Turner obtained a judgment or decree against Mary Turner. for the sum of Two Hundred Forty two & 4/100 Dollars, with interest from Sept. 13th 1880 and Dollars, costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed that the said Mary Turner within Five days from the 8th day of October A.D. 1880. pay unto the said Samuel Turner the said sum of Two hundred Forty two & 4/100 Dollars with interest from the 13th day of September 1880 and costs aforesaid, and upon default to pay the same, that an order issue to the Sheriff of said County commanding him to proceed according to the Statutes regulating judgments and executions at law. to sell the life estate of said Mary Turner in the real estate described in the Plaintiff's petition &c.

And whereas, the five days aforesaid have fully expired and the said sum of $242.04 and costs aforesaid have not

been paid, or any part thereof, as appears to us of record:
And whereas, under a former order of sale issued out of
this Court, on the 29th day of January A.D. 1881, the following
lands and tenements were appraised, advertised and
offered for sale, to-wit: Situate in the County of Union and
State of Ohio and in the Village of Marysville. Being all of
Sub Lots Nos 4 and 9, according to the recorded plat of said
Village. Also about one fourth of an acre, bounded on
the East by Main Street, on the South by Wadham Street, on the
the West by land of N. W. Woods, and on the North by land of
P. B. Cole. And whereas, no sale was had under said
order, we therefore command you, that you proceed without
delay to advertise and sell according to the statute regulat-
ing judgments and executions at law. The said prem-
ises above described, under the appraisement had under
the former order of sale, to-wit. $1200 00, and the money
arising from said sale, and your proceedings herein, have
you before our Court of Common Pleas next to be holden in and
for said County of Union and make return of this order
within sixty days from the date thereof. Witness my hand
and the seal of said Court, at Marysville this 22d day of
February A.D. 1881.

(Seal)

R. M. Wright, Clerk.

Sheriff's Return.

The State of Ohio, Union County ss. In obedience to the command
of the order of sale hereto annexed, I did on the 22d day of Feb-
ruary 1881 cause to be advertised in the Marysville Tribune
(a news paper printed and published and of genral cir-
culation in Union County) said lands and tenements to
be sold at public sale at the door of said Court House of
said County on the 26th day of March A.D. 1881 at 1 o'clock
P.M. of said day. And having advertised said lands
and tenements for more that thirty days previous to the
day of sale, to-wit: five consecutive weeks; and in pursu-
ance to said notice I did on the 26th day of March A.D. 1881
at the time and place above mentioned, proceed to offer said
lands and tenements at public sale. Said lands and
tenements were not sold for want of bidders.
Notice to Pr. 30¢ Writing Notice 30¢ Milage. 16¢ Total. 76¢.

John H. Bensack Sheriff.

Printer's Notice

Samuel Turner
vs
Mary Turner
} Court of Common Pleas. Union County. O.

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. March
26th 1881 at or about the hour of ten o'clock A.M. the life Estate of
Mary Turner in the following described Real Estate, to-wit:
Situate in the County of Union and State of Ohio, and in
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John Cowsack 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 the County of Union, the first publication beginning with February 23rd 1881.

W. O. Turner

Sworn to and subscribed before me this 6th day of May 1881.

W. M. Winget Clerk.

Afterward on the 26th day of April 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry. Samuel Turner vs Mary Turner

It appearing to the Court that the Real Estate 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 Plaintiff the appraisment heretofore made is hereby set aside and a new one ordered.

Afterward on the 27th day of April A.D. 1881. the following 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 8th day of October A.D. 1881. in the cause of Samuel Turner Plaintiff and Mary Turner Defendant, it was ordered, adjudged and decreed as follows, to-wit: That if the Defendant fail for five days to pay said several sums of money to-wit. $163,78 - $8,10 & $69,56 with 6% interest from September 13th 1880 and costs of suit, That an order issue to the Sheriff of Union County, commanding him to appraise, advertise and sell the life estate of the Defendant Mary Turner in said Lots and Lands or either of them upon which payment has not been made.

Description Situate in the County of Union and State of Ohio. and in the Village of Marysville: Being all of Inlots Nos. 4 & 9 according to the recorded plat of said Village. Also about ¼ of an acre Bounded on the East by Main Street, on the South by Wadham Street on the west by land of W. W. Woods. and on the North by land of P. B. Cole. 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 Ohio. this 27th day of April A.D. 1881.

W. M. Kruger. Clerk.

Sheriff's Return

The State of Ohio. Union County ss. In obedience to the command of the Order of Sale Herein to me annexed I did on the 31st day of May 1881 summon B.C. Newlove. W.H. Robinson and C.M. Hugman three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward, on the 31st day of May A.D. 1881 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. ¼ acre at $6 ⁰⁰ Lot No 4 at $198. 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 1st day of June 1881. I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of genral 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 2d day of July A.D. 1881. 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 2d day of July A.D. 1881. at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came the Plaintiffs, Samuel Turner who bid for the same the sum of $133 for Lot 4. ¼ Acre at $6 ⁰⁰ and $1.41, and said sum being more than two thirds of the appraised value thereof, and said Samuel Turner 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 & forty one Dollars. Service 30c Sum & Swear. Appr's $1.20 Writing Appr'l 30c Copy of Appr'l 30c Notice to Pr. 30c Aff. of Pr. 30c Writing Notice 30c Mileage 16c Total $3.36. Appr's Fee $1.50 Sher's Fee $8.50.

John Hohensack Sheriff.

Printer's Notice

Samuel Turner vs Mary Turner } Court of Common Pleas. Union County, O.

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door of the Court House in Marysville, Ohio on Saturday, July 2nd A.D. 1881 at or about the hour of one o'clock P.M. the life estate of Mary Turner in the following described real estate, to-wit: Situate in the County of Union and State of Ohio, and in the Village of Marysville. Being all of Dr Lots Nos 4 & 9 according to the recorded plat of said Village.

Also about one fourth of an acre bounded on the east by Main Street, on the South by Wadham Street, on the West by land of W. W. Woods and on the North by land of P. B. Cole. Life Estate in the first described property appraised at $198 00/100. Life estate in second described property appraised at $60.

Cameron & Benton Attorneys for Plaintiff

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 June 1st 1881.

W. O. Shearer.

Sworn to and subscribed before me this 16th day of Nov. 1881.

W. M. Winget, Clerk.

Afterward on the 13th day of September 1881 the following entry was made on the Journal of said Court which reads as follows;

Entry.

Samuel Turner
vs
Mary Turner

This day came this cause on to be heard upon the motion of the Plaintiff to confirm sale in this case. On consideration whereof the Court on examination find the said sale to have been irregular because the sale was made after the order of sale had expired, and do overrule said motion, and order the said sale to be and the same is hereby set aside and held for naught.

Afterward on the 13th day of September A.D. 1881 the following Alias Order of Sale was issued by the Clerk of said Court which reads as follows, viz;

Alias Order of Sale.

The State of Ohio. Union County ss. To the Sheriff of said County, Greeting; Whereas at a term of Court of Common Pleas, holden at the Court House in Marysville in said County of Union upon the 8th day of October 1880 Samuel Turner obtained a judgment or decree against Mary Turner, for the sum of Two Hundred & Forty Two 9/100 Dollars and Costs of suit. And whereas it was thereupon and thereby said Court ordered, adjudged and decreed that the said Mary Turner within five days from the 8th day of October A.D. 1880 pay unto the said Samuel Turner the said sum of Two Hundred Forty two & 9/100 Dollars with interest from the 13th day of Sept. 1880 and costs aforesaid, and upon default to pay the same, that an order of sale issue to the Sheriff of said County, commanding him to proceed according to the Statute regulating judgments and executions at law, to sell the real estate described in plaintiffs petition &c. And whereas, the

five days aforesaid, have fully expired, and the sum of $8242.04 and costs aforesaid, have not been paid or any part thereof, as appears to us of record; And whereas, under a former order of sale, issued out of this Court, on the 27th day of April A.D. 1881, the following lands and tenements were appraised advertised and offered for sale, to-wit:

Situate in the County of Union & State of Ohio and in the village of Marysville. Being all of Lots Nos 4 & 9 according to the plat of said village. Also about one fourth of an acre bounded on the east by main Street, on the South by Wadham Street, on the West by land of R.R. Woods & on the North by lands of O.B. Cole.

And whereas, no sale was had under said order, we therefore command you, that you proceed without delay to advertise and sell according to the statutes regulating Judgments and executions at law, the said premises above described under the appraisement had under the said former order of sale to-wit: Lot No 4 at $198.50 ¼ acre at $16 ⁰⁰

And the money arising from said sale, and your proceedings herein, have you before our Court of Common Pleas next to be holden in and for said County of Union and make return of this order within sixty days from the date thereof. Witness my hand and seal of said Court, at Marysville this 13th day of September A.D. 1881.

W.M. Wright, Clerk.

Order of Sheriff's 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 September 1881 cause 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 14th day of October A.D. 1881 at 1 o'clock P.M. of said day.

And having advertised the said lands and tenements for more and thirty days previous to the day of sale to-wit: five consecutive weeks; and in pursuance to said notice I did on said 14th day of October A.D. 1881. at the time and place above mentioned, proceed to sell said lands and tenements at public sale at the door of said Court House, and there and there came Samuel Turner who bid for the lot No 4. being the first described property, the sum of One Hundred and forty Dollars. The ½ acre of land the second described property the sum of Twelve Dollars, and said sums being more than two thirds of the appraised value thereof and the said Samuel Turner 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 & fifty two Dollars. Notice to Pr. 30¢ Aff of Pr. 30¢ Writing Notice 30¢ Mileage 16¢ Postage $2.58 Total $3.64. Pd Fee $6.50

John Hoberaack Sheriff.

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Printers Notice.

Samuel Turner
vs.
Mary Turner

By virtue of the above stated writ from said Court to me directed, I will sell at public sale at the door of the Court House in Marysville, Union County, Ohio, on Friday, October 14th 1881. at or about the hour of 1 o'clock P.M. the following described real estate to-wit. Situate in the County of Union and State of Ohio and in the Village of Marysville, Being all of Lots 488 & 489 according to the recorded plat of said Village. Also about one fourth of an acre bounded on the east by Main street, on the South by Wadham Street, on the west by lands of W.W. Woods, and on the North by lands of P.B. Cole. Life estate in the first described property appraised at $198.00 Life estate in second described property appraised at $16.00

John Ebensack 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 said County of Union the first publication beginning with September 14th 1881.

W.O. Shearer.

Sworn to and subscribed before me this 16th day of November 1881.

W.W. Winget, Clerk.

Afterward on the 14th day of October 1881 the following entry was made on the journal of said Court which reads as follows, viz:

Entry

Samuel Turner
vs.
Mary Turner

On motion of the Plaintiff and on his producing the return of the Sheriff of the sale made under the former order of this Court and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been in all respects in conformity to law and the orders of this Court. It is ordered that the said sale and proceedings be, and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser Samuel Turner by deed conveying the life estate of said Mary Turner in 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 the distribution of the proceeds of said sale amounting to $152.00 It is ordered that the Sheriff out of the money in his hands pay. First, the costs of this action taxed to $ 2d The taxes that may be due upon said premises. 3d That the

pay the residue to said plaintiff to apply on the amount found due him, And there still remain ing due to the said Plaintiff the sum of $. execution is awarded therefor.

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 13th day of September 1881. Heretofore to-wit: on the 3d day of August 1880 the following Petition was filed with the Clerk of said Court, which reads as follows, viz:

Petition

Josiah Westlake
vs.
Lewis C. Peacock
Rawson W. Peacock
Mercy Ainsworth
Samuel Ainsworth
Mary E. Peacock
Wharton Peacock 2d
William Peacock

The State of Ohio, Union County s.s.
Court of Common Pleas.

The said Josiah Westlake Plaintiff complains of the said Lewis C. Peacock, Rawson W. Peacock Mercy E. Peacock, Wharton Peacock, 2d & William Peacock Defendants for that on the 1st day of December A.D. 1875. The said Lewis C. Peacock Rawson W. Peacock, Mercy Ainsworth & Mary E. Peacock did by deed duly executed and delivered convey to the said Josiah Westlake his heirs and assigns forever the following lands and tenements. Situate in said County of Union to-wit: In the town of Marysville and State of Ohio known as part of Survey No. 3351 beginning at a stake in the corner of out lot No. 29 on the North line of center Street thence N. 1° E. 46 7/10 Poles with the east line of lane and following the North East corner at 37 poles to a stone; thence S. 89° E. by a line running parallel to center Street to a point, northerly of the north west corner of Alp. Scotts land 23 9/10 to a stone, thence S. 1° W. to said Scotts north west corner Twelve poles and continuing on the same course S. 1° W 37 7/10 poles to a stone in the north line of Center; thence with center street to the beginning containing seven acres more or less, excepting three fourths — acres heretofore conveyed to A.S. Mowry and N.A. Gilbert (See record of Deeds Book 32 Page 428) the and lot remaining and hereby conveyed being 3 1/4 Acres. Also excepting one fourth of an acre out of the north east corner of the 3 1/4 Tract of acres herein described. the Plaintiff having conveyed his interest in said 1/4 of an acre since the execution of this mortgage together with the privileges and appurtenances thereunto belonging, and which deed had a condition thereunder written by which it was provided that in case the said Lewis C. Peacock, Mary E. Peacock, Rawson W. Peacock & Mercy Ainsworth their heirs executors and administra-

Foss or assigns should pay to the said Josiah Westlake his heirs, Executors administrators or assigns the sum of Two Hundred & Fifty Dollars $250.00 with interest at ten per cent in three years from the date of this deed on a certain promisory note therein described as follows, viz: "$250.00 Due on or before three years from date at 10% interest from date" 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 2d day of September 1875 at 2½ o'clock P.M. left with the Recorder of said County of Union for Record and duly Recorded. September 3d 1875 in Vol. H Page 562.

And the said Josiah Westlake avers that the said Lewis C. Peacock Mary E. Peacock, Rawson K. Peacock & Mercy Ainsworth 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 Defendants yet paid the same to the said Josiah Westlake, whereby said deed has become absolute and the said Josiah Westlake says there is now due on said note and mortgage the sum of Two Hundred and Twenty Five Dollars with Interest on $250.00 from Feb. 1st 1875 until Nov. 1876. when there was a credit of $25.00 placed on said note, and interest on $225.00 from November 1876. up to the time of Entering of this judgment and decree

The Plaintiff Josiah Westlake therefore prays that an account may be taken of the amount due thereon and that said lands may be ordered to be appraised, advertised and sold as upon execution and that the proceeds of said sale be applied to pay and satisfy the judgment so to be rendered herein should said Defendants fail to pay said judgment upon a day to be named by the Court. Plaintiff further says that Thomas Peacock has some interest as mortgagee in the premises herein described and asks the Court that he be required to plead. Plaintiff further says that Samuel Ainsworth the husband of Mercy Ainsworth one of the Mortgagors, has rights in said premises, and that he be notified of the pendency of this action and required to plead.

For a 2d Cause of Action Plaintiff Says: That he as mortgagee in order to protect his own interest in the premises herein described was compelled to and did pay the following amounts of taxes levied against said mortgaged premises, They, the Defendants refusing and neglecting to pay said Taxes which in right they were bound to pay, to wit: January the 18th 1876. $42.11. Jaundry. 15th 1879. $56.95. Jany. 10th 1880. $19.68. And the said Plaintiff saith that said Defendants hath not paid said several sums of money or either of them or any part thereof to the said Plaintiff except only $38 3/100 paid Jan. 15th 1880. Therefore the said Plaintiff prays Judgment against said Defendants for the said sum of money amounting to $76.91 after deducting the credit of $38 3/100 together with interest on the different amounts from time of payment to the entry of this judgment.

H. O. McCowen Atty for Plaintiff

The State of Ohio Union County ss. Josiah Westlake Plaintiff being duly sworn says the matters and things set forth in his foregoing petition are true as he verily believes

Josiah Westlake.

Sworn to by Josiah Westlake and by him subscribed before me this 3rd day of August 1880.

W. M. Wright Clerk. By Jabez Randall Deputy

Praecipe. To the Clerk of Court of Common Pleas of Union County, Ohio.

Issue Summons to the Sheriff of said County for Rawson W. Peacock, Mercy Ainsworth, Samuel Ainsworth, Mary E. Peacock, Wharton Peacock, William Peacock & Thomas Peacock, and to the Sheriff of Montgomery County Ohio, for Lewis C. Peacock made returnable according to law. Cl'ms. Account Sued. due Plaintiff, Judgement for sum, foreclosure of mortgage and sale of mortgaged premises.

Afterwards on the 3rd day of August A.D. 1880 the following 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 Montgomery Greeting: We command you to notify Lewis C. Peacock that he and others have been sued by Josiah Westlake in the Court of Common Pleas of Union County, and that unless they answer by the 4th day of September A.D. 1880 the petition of the said Josiah Westlake 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 16th day of August A.D. 1880.

Witness my hand and the seal of said Court, this 3rd day of August A.D. 1880.

Seal

W. M. Wright, Clerk.

Sheriff's Return. The State of Ohio Montgomery County ss. Rec'vd this writ August 7th A.D. 1880 at 5 o'clock P.M. and pursuant to its command on August 14th 1880 I served the same by leaving a true copy thereof with the indorsements thereon at the usual place of residence of said Lewis C. Peacock Service 35¢ Mileage 20¢ to copy 40¢ Return 25¢ Total $1.20 Postage 16¢

A. C. Dixon Sheriff By John W. Harris Deputy.

On the 3rd day of August A.D. 1880 the following 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 Rawson W. Peacock, Mercy Ainsworth, Samuel Ainsworth, Mary E. Peacock, Wharton Peacock, William Peacock & Thomas Peacock, that they and another have been sued by Josiah Westlake in the Court of Common Pleas of Union County, and that unless they answer by the 4th day of September A.D. 1880 the petition of the said Josiah Westlake 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 16th day of August A.D. 1880. Witness my hand and the seal of said Court this 3rd day of August

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A.D. 1880.

Sheriff's Return. The State

5 o'clock P.M. 9th day

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W.W. Kinget, Clerk.

Exd Sheriff's Return. The State of Ohio, Union County ss. Received this writ August 3d A.D. 1880 at 5 o'clock P.M. and pursuant to its command served the same on the 7th day of August 1880 by delivering a certified copy thereof with the endorsements thereon to each of the within named Thomas Peacock and Mercy Ainsworth and by leaving a certified copy thereof with the endorsements thereon at the residence of the within named Rawson Peacock, Samuel Ainsworth and Mary E. Fry and on August 14th 1880 by leaving a certified copy of this writ with the endorsements thereon at the usual place of residence of the within named William Peacock, and by delivering a certified copy thereof with the endorsements thereon to the within named Rawson W. Peacock. Service $1.55 Mileage 30c Cop. $4.40 Return 5c Total $3.30.

J.J. Miller Sheriff.

Afterwards on the 24th day September 1880 the following Answer and Cross Petition was filed with the Clerk of said Court which reads as follows, viz:

Josiah Westlake vs. Lewis C. Peacock et al. } Court of Common Pleas Union County, Ohio.

Ans. and Cross Pet. of M. Thompson.

And now comes Moses Thompson and files his Answer and Cross Petition by leave of the Court first had and says:

On the 22d day of January 1880 this Defendant Moses Thompson obtained a judgment in this Court in his favor and against the Defendant herein Rawson W. Peacock for One Hundred fifty seven 00/100 Dollars and the costs thereon taxed to $21 23/100. That said judgment and costs are not paid or any part of same, and the said judgment is in full force and virtue in law, not having been satisfied in any manner and still owned by this Defendant Moses Thompson (See Ex Doc 2 Page 10).

Plaintiff says that said judgment is a lien on the interest of the said Rawson Peacock in the premises in the Petition described

Defendant, Moses Thompson, asks that the above judgment and costs may be paid out of the share of the proceeds of said Rawson W. Peacock in the said premises on a sale thereof and the same may be subjected to the payment of the said judgment and for all proper relief in the premises.

Robinson & Piper Attys.

State of Ohio, Union County ss. Moses Thompson being duly sworn according to law says the facts stated and the allegations in his foregoing answer and cross Petition are, as he verily believes, true.

M. Thompson.

Sworn to before me by Moses Thompson and by him subscribed in my presence this 24th day of September 1880.

W.W. Kinget Clerk.

Afterwards on the 25th day September 1880 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry. Josiah Westlake vs. Lewis C. Peacock et al } This day this cause came on for hearing.

upon the motion of the Defendants to require the Plaintiff to make his petition herein filed, more definite and certain, and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do sustain said motion and at the same time came Moses Thompson by his Attorneys Robinson & Piper and asked and obtained leave to file an answer and cross petition herein (answer filed) also came Thomas Peacock by his attys Carpenter & Brodrick and asked and obtained leave to file an answer and cross petition herein.

Afterwards on the 25th day of September 1880 the following Answer and Cross Petition was filed with the Clerk of said Court which reads as follows:

Ans. & Cross Pet. of Thomas Peacock.

Josiah Whitlake
vs.
Lewis C. Peacock, et als.
} In Court of Common Pleas, Union County, O.

And now comes the said Defendant Thos Peacock and for his answer by way of Cross Petition to the Petition of Plaintiff herein filed, says: That on the 31st day of August A.D. 1875 the said Defendants, Lewis C. Peacock, et al Rawson H. Peacock, made and delivered to said Thomas Peacock their joint Promissory Notes of that date and thereby promised to pay to said Thomas Peacock, or order The sum of One Hundred Dollars in one year; One Hundred Dollars in two years; One Hundred Dollars in three years, and One Hundred Dollars in four years from the date thereof. All at Eight per cent interest from December 1st 1875. One of which notes has been paid and another one transferred to James B. Whelpley. (Copies of which notes are hereto attached marked respectfully "C." "D") That on the said 31st day of August A.D. 1875 to secure the payment of said notes the said Defendants Lewis C. Peacock, Rawson H. Peacock, Mercy Ainsworth, & Mary E. Peacock (now Mary E. Fry) executed and delivered to the said Thomas Peacock their mortgage deed of that date and thereby conveyed to said Thomas Peacock, his heirs and assigns the said premises described in Plaintiff's Petition. The condition contained in said Mortgage deed was in substance that if the said Lewis C. Peacock, et al Rawson H. Peacock, or any one for them should pay said notes then said mortgage to be void. 3d That on the 3d day of September A.D. 1875 at 2½ o'clock P.M. said mortgage was delivered to the Recorder of said County to be by him entered on record, and was recorded on the 3d day of September A.D. 1875 in Union County Record of Mortgages Volume 11 page 560. 4th And said deed has become absolute. There is due and remaining unpaid upon said indebtedness the sum of Two Hundred Dollars with interest thereon from the 1st day of December A.D. 1875 at the rate of Eight per cent per annum. 5th Said Defendant therefore asks that said premises be sold and that he be allowed the above mentioned sum of Two Hundred Dollars with 8% interest thereon from December 1st 1875 out of the proceeds of said sale and for all proper relief.

Carpenter & Brodrick Attys for Thos Peacock

State of Ohio, County of Union ss. Thomas Peacock the above named defendant being sworn makes oath that the facts stated in the foregoing

Ans. & Cross Pet. of James B. Whelpley

Copies of Notes.

Entry.

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Thomas Peacock.

Sworn to by said Thomas Peacock before me and by him signed in my presence this 28th day of September A.D. 1880.

R. M. Wright. Clerk.

Copies of Notes.

"C" $100.00 Marysville Ohio. August 31st 1875.

Three years after date, we or either of us promise to pay to the order of Thos. Peacock, One Hundred Dollars at eight percent interest from December 1st 1875. Value received.

Lewis C. Peacock. Rawson K. Peacock.

"D." $100.00 Marysville, Ohio. August 31st 1875.

Four years after date, we or either of us promise to pay to the order of Thomas Peacock, One Hundred Dollars at 8% interest from Dec. 1st 1875. Value received.

Lewis C. Peacock. Rawson K. Peacock.

Entry.

Afterward, on the 28th day of September 1880 the following Entry was made on the Journal of said Court, which reads as follows, viz:

Josiah Westlake
vs.
Lewis C. Peacock et als.

This day came James B. Whelpley by his attorneys Carpenter & Broderick and asked and obtained leave of Court to be made a party Defendant and file Answer & Cross Petition and entering his appearance herein.

Afterward, on the 28th day of September 1880 the following Answer & Cross Petition was filed with the Clerk of said Court which reads as follows, viz:

Ans. and Cross Pet. of James B. Whelpley

Josiah Westlake.
vs
Lewis C. Peacock et als.

Court of Common Pleas Union County ss.

And now comes the said James B. Whelpley leave of Court being first obtained, and for his answer by way of Cross Petition to the petition of the Plaintiff herein filed says: 1st. On the 31st day of August A.D. 1875 the said Defendants Lewis C. Peacock and Rawson K. Peacock, made and delivered to one Thomas Peacock their promissory note of that date and thereby promised to pay to said Thomas Peacock, or order, the sum of One Hundred Dollars, in Two years from the date thereof with interest thereon at the rate of Eight per cent. per annum from the 1st day of December A.D. 1875 (a copy of which note is hereto attached marked Exhibit "C") That for a full, fair and valuable consideration the said note was sold, assigned and transferred before due, by said Thomas Peacock to said Defendant James B. Whelpley who is now the legal owner and holder thereof. 2d On the 31st day of August A.D. 1875 to secure the payment of said note (with interest thereon mentioned) the said Defendants Lewis C. Peacock, Rawson K. Peacock, Mary Ainsworth & Mary C. Peacock (now Mary C. Foy) executed and delivered to said Thomas Peacock their mortgage deed of that date, and thereby conveyed to the said Thomas Peacock

his heirs and assigns the said premises described in Plaintiffs Petition. The condition contained in said mortgage deed was in substance that if the said Lewis C. Peacock & Rawson W. Peacock, or any one for them should pay said note then said mortgage to be void.

3rd On the 2nd day of September A.D. 1875. at 2½ 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 third day of September A.D. 1875 in Record of Mortgages Volume 11 Page 560. 4th Said deed has become absolute. There is due and remaining unpaid upon said indebtedness to this Defendant the sum of One Hundred Dollars with six per cent interest thereon from the 13th day of December A.D. 1875.

5th This defendant therefore asks. 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.

Carpenter & Brodrick Atty's for Whelpley.

State of Ohio. Union County, ss. James B. Whelpley. the above named Defendant being sworn makes oath that the facts stated in the foregoing Answer and Cross Petition are as affiant believes. true.

Sworn to by said James B. Whelpley. before me and signed by him in my presence this day of September A.D. 1880.

Copy of Note. Exhibit "A" $100 00 Marysville Ohio. August 31st 1875.

Five Years after date we or either of us promise to pay to the order of Thomas Peacock. One Hundred Dollars at eight per cent interest. from December 1st 1875. Value Received.

Endorsed "Thomas Peacock."

Lewis C. Peacock. Rawson W. Peacock.

Order of Sale.

Afterward on the 26th day of October 1880 the following entry was made on the Journal of said Court which reads as follows viz:

Entry.

Josiah Whitlake
vs
Lewis C. Peacock et als.

And now comes the said Plaintiff by H. & D. McDowell his attorneys, and the said Defendants Lewis C. Peacock and Rawson W. Peacock, still failing to answer or demure 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 claim for taxes in said petition described, and on the premises therein described the sum of Ninety Seven Dollars with interest from the 13th day of September A.D. 1880 at six per cent per annum and on the note and mortgage in said petition described, the sum of Three Hundred and fifty Two 75/100 Dollars with interest thereon from the 13th day of September A.D. 1880 at the rate of ten per cent per annum It is therefore considered and adjudged

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by the said Court herein. That the said plaintiff recover of the said Defendants Lewis C. Peacock and Rawson H. Peacock, the said sum of Four Hundred and Fifty two Dollars with six per cent. interest on Ninety seven Dollars from the 13th day of September A.D. 1880 and at ten per cent interest on Three Hundred & Fifty two & 70/100 Dollars from the 13th day of September A.D. 1880. The sums so found due as aforesaid, and also his costs. Taxed at $

And it is further ordered and adjudged, that in case the said Defendants Lewis C. Peacock, and Rawson H. Peacock, fail for ten days from the close of this term of Court, to pay to the said plaintiff the said sum of Four Hundred & Forty Nine Dollars, so as aforesaid found due with interest and costs of suit, an order issue to the Sheriff of said County, commanding him to cause the undivided one half of the said lands and tenements in said petition described and also the Life Estate of Thomas Peacock, in said premises, in said petition described, to be appraised, advertised, and sold according to law, and bring the proceeds of said sale into Court for further order herein.

Afterward on the 22d day of November A.D. 1880 the following Order of Sale 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: Whereas at a term of the Court of Common Pleas held at Marysville in and for said County, on the 16th day of October A.D. 1880, in the cause of Josiah Westlake Plaintiff vs Lewis C. Peacock & others Defendants, it was ordered, adjudged and decreed as follows, to wit: That in case the said Defendants Lewis C. Peacock and Rawson H. Peacock fail for ten days from the close of this term of the Court, to pay to the said Plaintiff the sum of Four Hundred and Forty Nine Dollars, with interest and costs of suit, an order issue to the Sheriff of said County commanding him to cause the undivided one half of the lands & tenements in plaintiffs petition described, and also the Life estate of Thomas Peacock in said premises, to be appraised, advertised and sold according to law and bring the proceeds of said sale into Court for further order herein.

Description. Situate in the County of Union, to-wit: In the town of Marysville & State of Ohio. Known as a part of Survey No. 3351. Beginning at a stake in the corner of out lot No 39 in the North line of Center street. Thence N. 1° E. 46 26/100 poles with the east line of same and following the North East corner at 37 poles to a stone. Thence S. 89° E. by a line running parallel to Center Street to a point Northerly of the northwest corner of Alf. Scotts land 22 92/100 to a stone. Thence S. 1° W. to said Scotts west corner 12 poles and entering on the same course S. 1° W. 34 26/100 poles to a stone in the north line of Center; Thence with a Center Street to the beginning containing Seven Acres more or less, excepting therefrom Acres heretofore conveyed to A.S. Mowry and H.A. Gilbert (See Record of Deeds Book 32 Page 428) the amount remaining being 3 3/4 Acres, Also excepting 1/4 of an acre out of the South east corner of the 3 3/4 tract of Acres herein described. 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 des-

cribed Real Estate, under the Statutes regulating Sales upon executions, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs & 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, Ohio, this 22d day of Nov. A.D. 1880.

W. W. Winget, Clerk.

Ent'd Sheriff's Return.

The State of Ohio, Union County ss. In obedience to the command of the Order of Sale herein annexed I did on the 26th day of Nov. 1880 summon H. C. Malin, J. M. Welsh, and Sol. Butz, three disinterested freeholders, resident of said County, who were by me duly sworn to view and appraise said lands and tenements therein described and afterward, on the 26th day of Nov. A.D. 1880 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 Three Hundred & Six 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 30th day of November 1880 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 31st day of December A.D. 1880 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 to said notice, I did on said 31st day of December A.D. 1880, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came Josiah Westlake who bid for the same the sum of Two Hundred & Five (205) Dollars and added, same being more than two thirds of the appraised value thereof, and said Josiah Westlake 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 Two Hundred and five Dollars (205). Sum'g Swear. Appr's 1.50 Writing Appr'l 40¢ Copy of Appr'l 40¢ Notice to Pro. 12¢ Writing Notice 30¢ Mileage 20¢ Poundage $1.00 Total $4.32 Appr's Fee $1.50 P's Fee $2.50.

J. J. Miller, Sheriff.

Entry.

Petition & Notice

Josiah Westlake vs Lewis G. Peacock et als } Court of Common Pleas, Union County, Ohio.

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 Friday December 31st 1880 at or about the hour of one o'clock P.M. the following undivided one half described real estate, to-wit: Situate in the Village of Marysville, County of Union and State of Ohio.

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known as part of Survey No. 3331 beginning at a stake in the corner of out lot No 29, in the north line of Center Street; thence N. 1° East 46 78/100 poles with the east line of same and following east corner at 37 poles to a Stone; thence S. 89° E. by a line running parallel to Center Street to a point northerly of the northwest corner of Alf. Scott's land 22 50/100 to a stone; thence S. 1° W. to said Scott's west corner 12 poles and continuing on the same course S. 1° W. 34 78/100 poles to a stone in the north line of Center Street; thence with center Street to the beginning containing Seven acres more or less, excepting thereform — acres Heretofore conveyed to A. L. Mowrey & H. H. Gilbert. (See record of deeds. Book. 32, page 428) the amount remaining being 3 3/4 Acres. Also excepting one fourths of an acre out of the South east corner of the Three fourths acre Tract herein described. The Life Estate of Thomas Peacock appraised at $80.00 Terms Cash.

J. J. Miller Sheriff of Union County.

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 Dec. 1st 1880.

W. O. Shearer.

Sworn to and subscribed before me this 10th day of Jany. 1881.

W. M. Winget. Clerk.

Afterward on the 31st day of January 1881. the following entry was made on the Journal of said Court which reads as follows:

Entry. Josiah Westlake vs Lewis C. Peacock et.als.

This day this cause came on for hearing upon the motion of the Defendants to set aside the sale and appraisment heretofore made herein and the same was argued by Counsel and submitted to the Court On consideration whereof, and after hearing the evidence adduced in support of said motion and on good cause shown, the Court do sustain said motion and it is ordered by the Court that the appraisment and sale made herein, as aforesaid, be set aside and held for naught And a new appraisment and new sale of said premises is ordered herein.

Afterward on the 1st day of August A.D. 1881 the following Alias Order of Sale was issued by the Clerk of said Court which reads as follows:

Alias Order of Sale. The State of Ohio Union County ss. To the Sheriff of said County. Greeting: Whereas at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union upon the 16th day of October 1880 Josiah Westlake Plaintiff obtained a judgment or decree against Lewis C. Peacock et others for the sum of Four Hundred & forty nine Dollars, and Dollars, costs of suit. And whereas it was then and there by said Court ordered, adjudged and decreed that the said Lewis C. Peacock & Rawson H. Peacock within ten days from the 16th day

of October 1880 and costs aforesaid, and upon default to pay the same that an order of sale issue to the Sheriff of said County, commanding him to proceed according to the statute regulating judgments & executions at law to sell the real estate described in plaintiffs petition &c. And whereas the ten days aforesaid have fully expired, and the said sum of $1149 00/100 and costs aforesaid, have not been paid, or any part thereof, as appears to us of record; And whereas, under a former order of sale issued out of this Court on the 7th day of February A.D. 1881 the following lands and tenements were appraised, advertised & offered for sale to-wit:
The undivided one half of the following described lands and tenements, also the life estate of Thomas Peacock in said premises. Situate in the County of Union in the town of Marysville State of Ohio. Known as part of Survey No. 3351. Beginning at a stake in the corner of lot No. 29 in the north line of Center Street. Thence N 1° E. 46 28/100 poles with the east line of same and following the north east corner at 37 poles to a stone; Thence S. 89° E. by a line running parallel to center Street to a point Northerly of the north west corner of Alf. Scotts land 22 95/100 to a stone. Thence S. 1° W. to said Scott's west corner 12 poles and continuing on the same course S. 1° W. 34 75/100 poles to a stone in the north line of center, Thence with center Street to the beginning containing 7 acres more or less. Excepting therefrom 4 acres heretofore conveyed to A. S. Moore & H. A. Gilbert. (see Record of Deeds Book 32 Page 426.) The amount remaining being 3 3/4 acres. Also excepting 1/4 of an acre out of the S.E. corner of 3 3/4 acre tract herein described; And whereas no sale was had under said order, we therefore command you that you proceed without delay to advertise and sell according to the statute regulating judgments & executions at law: The said premises above described under the appraisement had under the said former order of sale to-wit: $500 00/100 And the life Estate of Thomas Peacock at $100 00/100 and the money arising from said sale, and your proceedings herein, have you before our Court of Common Pleas to be holden in and for said County of Union and make return of this order within sixty days from the date thereof.

Witness my hand and the seal of said Court, at Marysville this 1st day of August A.D. 1881

W. W. Knight, Clerk.

Clerk's Sheriff's Return.

The State of Ohio, Union County ss. In obedience to the command of the order of sale hereto annexed I did on the 3d day of August 1881. cause to be advertised in the Marysville Tribune (a newspaper printed, 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 3d day of September A.D. 1881 at 1 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:

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Printer's Notice.

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five consecutive weeks, and in pursuance to said notice I did on the 3d day of September A.D. 1881, 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 Josiah Westlake who bid for the same the sum of Three Hundred and Sixty Dollars and said sum being more than two-thirds of the appraised value thereof and said Josiah Westlake being the highest and best bidder therefor, I then & there publicly cried and struck off said lands & tenements to him for said sum of Three Hundred & Sixty Dollars. Notice to Pr. 30c Aff. & Pr. 30c Printing Notice 30c Mileage ~~16~~ 16c Total $1.06 Pd & Fee. $12.50.

John Hobensack. Sheriff.

Printer's Notice.

Josiah Westlake
vs
Lewis C. Peacock et als.

} Court of Common Pleas. Union County, Ohio.

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, September 3d 1881, at or about the hour of one o'clock P.M. the following undivided one half described Real Estate, to-wit: Situate in the Village of Marysville, County of Union & State of Ohio, known as part of Survey No 3351, beginning at a stake in the corner of out lot No. 29 in the north line of Center Street; thence N. 1° East 46 75/100 poles with the east line of the same and following the northeast corner at 37 poles to a stone thence S. 89½ E. by a line running parallel to Center Street to a point northerly of the north west corner of Alf. Scotts land 22 25/100 to a stone; thence S. 1° W. to said Scotts west corner 12 poles and continuing on the same course S. 1° W. 34 78/100 poles to a stone in the north line of Center Street; thence with Center Street to the beginning containing 7 acres, more or less; excepting therefrom acres heretofore conveyed to A.S. Mowrey, and W.A. Gilbert (see Record of Deeds, Book 32 page 428). the amount remaining being 3¾ acres Also excepting one fourth of an acre out of the South east corner of the 3¾ acre tract herein described, Appraised at $5.00, the life estate of Thomas Peacock, at $100 Terms cash.

John Hobensack. 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 Union County the first publication beginning with August 3d 1881.

L. L. English.

Sworn to and subscribed before me this 13th day of Sep. 1881.

W.M. Wright. Clerk.

Afterward on the 1st day of November 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry. Josiah Westlake } In the Court of Common Pleas Union Co. Ohio.
vs.
Lewis E. Peacock et al

Comes the said Plaintiff by H. D. W. McDonald his Attorney and on producing the return of the Sheriff of this County of sale of Real Estate made by him on the 3d day of September A.D. 1881. to Josiah Westlake on an order of Sale issued in this case and dated the first day of August A.D. 1881. and the Court, on examination of said proceedings being satisfied that said sale of the Real Estate described in said order of 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 Josiah Westlake a deed for the lands and tenements so sold. It being the undivided one half of the premises described in Plaintiffs Petition, and that the Plaintiff be allowed his proper credits out of the purchase money as found due him in a former hearing of this cause after paying the costs of this proceedings.

And it is ordered that the motion of J. B. Whelpley et al. to set aside sale be and the same is overruled and refused.

Attest. W. W. Wingert, 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 12th day of September A.D. 1881. Whereafter to-wit: On the 5th day of March 1881 the following Petition was filed with the Clerk of said Court which reads as follows viz:

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

To the Court of Common Pleas, within and for the County of Union and State of Ohio.

Your Petitioners M^c Clure Davis, Mary Jane Davis, David Baker, Fredrick Wagoner, Rachel Wagoner, Nathaniel Baker Sarah Ann Gray, Amasa Jones, and Belinda Jones, represent that they have a legal right to and are seized in fee simple of an undivided part of the following real estate, to-wit: Being a tract or parcel of land situated in the County of Union and State of Ohio, and bounded and described as follows to-wit: Beginning at a stone, North East corner to a lot conveyed by Maurice Kline to Jesse Smith on the 2d day of June A.D. 1863. and in the center of the Judy and Ley Road; thence with the center of said road S. 10° E. 119 poles to a stake, dog wood, Iron wood, and ash gone, in the North East corner to John Funk's land; thence with the line of his land S. 82¼° W. 170 poles to a stone, and sugar tree, thence S. 8¼° E. 10 68/100 poles to a stone, red oak and ash; thence

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South 8½° W. 38 11/100 poles to a stone, two dogwoods, and two Iron woods; Thence N. 8½° W. 32 poles to a stone corner to said John Funk's land in the easterly line of the Atlantic & Great Western Railway lands, 50 feet from the center of the Main track; Thence with said line N. 37½° E. 140 60/100 poles to a post in the North line of said lot conveyed by Minerva Kline to Jesse Smith, Thence with said line S. 82½° E. 104 poles to the beginning containing 125½ acres of land more or less, part of Survey Number 4404. and being in that Tract of land conveyed by Rufus Smith to H. C. Partridge and by said Partridge to Abraham H. Baker in his lifetime that lies east of the easterly line of the Atlantic & Great Western Railway.

Also the following Tract or parcel of land situated in the County of Union & State of Ohio. and in the Virginia Military District, part of Survey 5729. and bounded and described as follows: Beginning at a stone in South West corner to John Shirkland; Thence same course to John Shirks West line S. 8¾° E. 6 5/100 poles to a stone in the North line of Baldwin Johnson's land; Thence with said line South 81° West. 17 2/100 poles to a stone South Easterly corner to Abraham H. Baker's land. Thence with the east line of said Abraham H. Baker's line N. 8¾° W. 46 poles to a stone corner to said Abraham H. Baker's land; Thence with another of the lines of his land. N. 81° E. 17 poles to the beginning, containing four acres 132 poles as surveyed by D. R. Cochran on the 27th day of March 1874.

Also the following Tract or parcel of land situated in the County of Union, and State of Ohio, and in Survey Number 4404. and bounded and described as follows. Beginning at a stone with pieces of brick under it, in the center of a County road, and in the South line of said Survey and South west corner of a Tract of 116 acres owned by Fredrick Wheeler; Thence with the South line of the said Survey, correcting the original course S. 89½° W. 103 7/10 poles to a stake and stones Corner of Annias Castles lot of one acre bought of Robert Erwin; Thence N. 8° W. passing a stone with Brick under it. at Charles Brook's corner at two poles 19 links; and Thence with Brooks line whole distance 71 poles 11 links to a hard head and lime stone; witness a Lynn 6 inches in diameter S. 60¾° E. 7 links, a hickory 8 inches in diameter. S. 39° W. 14 links Thence N. 89½° E. 103 7/10 poles to a stone corner to Abigails Ballous, land and N. W. corner to said Wheeler's said lot. Thence with the west line of said lot S. 8° E. 71 poles, 11 links to the beginning containing 55¼ Acres.

And also the following tract or parcel of land Situate in the County of Union, State of Ohio, and in Survey Number 5729. and bounded and described as follows, to-wit: Beginning at a stone in the line of Price & Taggarts Survey. Thence North 8¾° West 137 10/100 poles to a stone in a line of the Simmons Survey. Thence N. 81° 35' E. 40 poles to a stone; Thence S. 8¾° E. 111 10/100 poles to a stone; Thence South 81° 55' W. 10 poles to a stone; Thence S. 8¾°

W. 16 Ps. to a stone. Thence N 1° 55' W. 30 poles to the place of beginning containing 36 acres and 82 poles.

And also the following tract or parcel of lands, situated in the Virginia Military District, County of Union, and State of Ohio, in Survey Number 5729, described as follows, to-wit: five acres off the S. W. side of the following tract or parcel of land (situated in the County of Union and State of Ohio) being a part of Survey Number 5729, in the name of Robert Mands, of 1000 acres, beginning at a stone in the north line of a lot of land sold by John Johnson to Baldwin Johnson. Thence N. 8 3/4° W. 111 1/10 poles, more or less, to the centerga Township road, and stone placed for corner. Thence with said road N. 81° E. 6 2/10 poles to a stone. Thence S. 8 3/4 E. 111 1/10 poles, more or less, to a stone corner of said land sold by Baldwin Johnson to John Johnson. Thence S. 81° W. 6 2/10 poles to the place of beginning containing 5 acres of land). Commencing at a stone in the north line of a lot of land sold by John Johnson by Baldwin Johnson (being the aforesaid tract) Thence N. 8 3/4° W. 111 1/10 poles to the centerga Township Road. Thence with the center of said road, 1 pole & 3 feet to a stake. Thence S. 8 3/4° E. 111 1/10 poles to a stake, thence S. 81° W. 1 pole and 3 feet to the beginning containing five acres.

And your Petitioners further represent that Zachariah Baker of Missouri (County and State unknown). Henry Baker of Fremont County Iowa. David Showalter and Eden Showalter of Knox County Missouri Samuel Baker of Noble County Indiana. James Baker of Fremont County Iowa, Jackson Baker Joseph Rosen Edw Rosen, Jefferson Baker, a minor age heirs of John Baker deceased, residents of Ashland County Ohio, James Harlan, surviving husband of Agnes Harlan deceased sister of Abraham H. Baker, of Noble County Indiana, Martha Harlan resident of Ashland County Ohio. Francis Harlan 14 yrs. of age, James Harlan of the age of 17 years, Samuel Harlan and Daniel Harlan minors children of Agnes Harlan deceased, residents of Noble County Indiana. John Baucht husband of Susan Baucht dec'd, sister of Abraham H. Baker. Elizabeth Pooley daughter of Susan Baucht dec'd — Pooler husband of Elizabeth Pooler whose first name is unknown. Edw. Burson daughter of Susan Baucht dec'd. — Burson husband of Edw Burson whose first name is unknown, residents of Union County Ohio. are tenants in common with your petitioner all parties to this petition being heirs of Abraham H. Baker deceased.

Your Petitioners say that Mary Jane Davis, David Baker, Rachael Wagoner, Nathabile Baker, Sarah Ann Gray, Belinda Joyce, Zacharah Baker, Edda Showalter, Samuel Baker, are the direct heirs of Abraham H. Baker deceased, (being his brothers & sisters), and are each respec-

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lively entitled to an undivided 1/13. of the aforesaid premises.
That James Baker, Jackson Baker, Edee Rosen, Jefferson Baker, are children of John Baker deceased, brother of Abraham H. Baker, and are each respectively entitled to an undivided 1/2. of said aforesaid premises. That Myrtle Harlan, Francis Harlan, Jane Harlan, and Samuel Harlan and David Harlan are children of Agnes Harlan deceased, a sister of Abraham H. Baker, and are each respectively entitled to a undivided 1/6. of the aforesaid premises, subject to the life estate of James Harlan husband of Agnes Harlan deceased. That Elizabeth Pooler, and Edee Bilson are children of Susan Bauch, deceased, a sister of Abraham H. Baker, and are each respectively entitled to an undivided 1/26. of said premises aforesaid, subject to the life estate of John Bauch, surviving husband of Susan Bauch deceased. Your petitioners therefore pray that partition of said premises may be made or if the same cannot be done without manifest injury that thereupon proceedings may be had in the premises, as are authorized by law.

W^m Clure Davis, Mary Jane Davis
David Baker, Fredrick Wagoner
Rachael Wagoner, Nathaniel Baker
Sarah Ann Gray, Amanza Jones
Belinda Jones.
by
E.M. Campbell and Frank C. Semple Attys.

The State of Ohio. Union County ss. Frank C. Semple being duly sworn deposeth and saith, that he is one of the attorneys of record of the said plaintiffs in the aforesaid action, that the Plaintiffs are non residents of said County of Union, and this affiant further saith that the several matters and things contained in said petition are according to the best of his knowledge and information and belief true, in substance and in fact, and further he saith not.

Frank C. Semple.

Sworn to before me and subscribed in my presence by the said Frank C. Semple. This 5th day of March A.D. 1881.

W.M. Winget Clerk. By Jabez Randall Dep.

Afterward on the 11th day of May 1881 the following Proof & Publication was filed with the Clerk of said Court which reads as follows, viz:

Proof & Pub.

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

W^m Clure Davis, Mary Jane Davis, David Baker, Fredrich Waggoner, Rachel Waggoner, Nathaniel Baker, Sarah Ann Gray, Amanza Jones, Belinda Jones, Plaintiffs.

Against.

Zachariah Baker, Henry Baker, David Showalter, Edee Showalter, Samuel Baker, James Baker, Jackson Baker, Joseph Rosen, Edee Rosen, Jefferson Baker a minor, eleven

years of age. James Harlan, Myrtle Harlan, Francis Harlan, fourteen years of age, Jane Harlan, about seven-teen years of age, Samuel Harlan, and Daniel Harlan minors, John Bauch, Elizabeth Pooler and ~~—~~ Pooler husband of Elizabeth Pooler, whose first name is unknown Edee Burson and ~~—~~ Burson, husband of Edee Burson, whose first name is unknown. Defendants.

Zachariah Baker of Missouri County and State unknown Henry Baker of Fremont County, Iowa, David Showalter and Edee Showalter, of Holt County, Missouri, Samuel Baker of Noble County Indiana, James Baker of Fremont County Iowa, Jackson Baker, Joseph Rosen, Edee Rosen, Jefferson Baker, a minor eleven years of age, of Ashland County, Ohio, heirs of John Baker deceased, James Harlan surviving husband of Agnes Harlan deceased of Noble County Indiana, Myrtle Harlan ~~—~~ Francis Harlan, Jane Harlan, aged seventeen years, Samuel Harlan and Daniel Harlan, minors under the age of 21 years, children of Agnes Harlan deceased late residents of Noble County Indiana, John Bauch husband of Susan Bauch, deceased, Elizabeth Boles and ~~—~~ Pooler, husband of Elizabeth Pooler, whose first name is unknown, Edee Burson and ~~—~~ Burson husband of Edee Burson, whose first name is unknown, heirs of Susan Bauch, deceased, residents of Union County Ohio, will take notice, that on the 5th day of March A.D. 1881, a petition was filed in the Court of Common Pleas within and for the County of Union and State of Ohio, by the above named Plaintiffs, and is now pending wherein said plaintiffs demand partition of the following tracts of land,

Being a tract or parcel of land, in the County of Union and State of Ohio, and bounded and described as follows, to-wit: Beginning at a stone on the East corner to a lot conveyed by Minerva Kline to Jesse Smith on the 2nd day of June, A.D. 1863, and in the center of the Indy & Lee road; Thence with the center of said road S. 10° E. 119 poles to a stone, (dogwood, Ironwood, and Ash, gone,) in the North East corner to John Funk's land; Thence with the line of his lands S. 84¼° W. 170 poles to a stone and sugar tree; Thence S. 8¼° E. 10 6/100 poles to a stone, red oak and ash; Thence S. 81½° W. 38 40/100 poles to a stone; Two dog woods and two Ironwoods. Thence N. 8½° W. 32 poles to a stone corner to said John Funk's land in the easterly line of the Atlantic and Great Western Railway land S. 57 ft. from the center of the main track. Thence with said line N. 37½° E. 140 6/100 poles to a post in the north line of said lot conveyed by Minerva Kline to Jesse Smith; Thence with said line S. 82½° E. 104

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poles, to the beginning, containing 125½ acres of land, more or less, part of Survey No. 4404 and being in that tract of land conveyed by Rufus Lumbra to H.C. Partridge and by said Partridge to Abraham H. Baker, in his life time that lies east of the easterly line of the Atlantic and Great Western Railway.

Also the following tract or parcel of land situated in the County of Union and State of Ohio, and in the Virginia Military District part of Survey 5729, and bounded and described as follows; Beginning at a stone in the southwest corner of John Shirk's land; thence same course as John Shirk's west line S. 8 ¾° E. 46 6/10 poles to a stone in the north line of Baldwin Johnson's land; thence with said line S. 81° W. 17 2/10 poles to a stone southeasterly corner to Abraham H. Baker's land; thence with the east line of said Abraham H. Baker's line N. 8 ¾° W. 46 6/10 poles to a stone corner to said Abraham H. Baker's land; thence with another of the lines of his land N. 81° E. 17 poles to the beginning containing four acres and 132 poles as surveyed by A.R. Lockhart on the 7th day of March, 1874.

Also the following tract or parcel of land, situated in the County of Union and State of Ohio, and in Survey No. 4414 and bounded and described as follows; Beginning at a stone with pieces of brick under it in the center of a county road, in the South line of said Survey, and southwest corner of a tract of 116 acres owned by Fredrick Wheeler; thence with the South line of said survey connecting the original course S. 89½° W. 123 3/5 poles to a stake and stones corner of Quinnias Castle's lot of one acre bought of Robert Erwin; Thence N. 8° W. passing a stone with bricks under it at Charles Brook's corner at two poles and 19 links and thence with Brook's line whole distance 71 poles and 10 links to a hardhead and lime stone, witness a Lynn 6 inches in diameter S. 60 ¾° E. 7 links a hickory 16 inches in diameter S. 39° W. 14 links thence N. 89½° E. 123 3/5 poles to a stone corner to Abagail Ballow's land and N. W. corner to said Wheeler's said lot; thence with the west line of said lot S. 8° E. 71 poles 10 links to the beginning containing 55¼ acres.

And also the following parcel or tract of land, situated in the County of Union, State of Ohio, and in Survey number 5729 and bounded and described as follows, to-wit: Beginning at a stone in the line of Rice and Haggut Survey, thence N. 8 ¼° W. 157 6/10 poles to a stone in the line of the Simms Survey; thence N. 81° 55'. E. 40 poles to a stone; thence S. 8 ¾° E. 11 1 4/10 poles to a stone thence S. 81° 55' W. 10 poles to a stone. Thence S. 8 ¾° W. 46 2/10 poles to a stone; thence 81° 55' W. 30 poles to the place of beginning containing 36 acres and 82 poles.

And also the following tract or parcel of land situated in the Virginia Military District, County of Union and State of Ohio, in Survey Number 5729 described as follows:

to wit: Five acres off of the S. W. side of the following Tract or parcel of land, (situated in the County of Union and State of Ohio: Being part of Survey number 5729 in the name of Robert McInes of 1000 acres. Beginning at a stone in the north line of Lot of land sold to John Johnson by Baldwin Johnson, thence N. 8¾° W. 111 4/10 poles more or less, to the center of a township road and stone placed for corner; thence with said road N. 81° E. 86 2/10 poles to a stone; thence S. 8¾° E. 111 4/10 poles more or less, to a stone corner of said land sold by Baldwin Johnson to John Johnson; thence S. 81° W. 86 2/10 poles to the place of beginning, containing 60 acres of land). (Commencing at a stone in the north line of Lot of land sold to John Johnson by Baldwin Johnson (being the aforesaid tract) thence N. 8¾° W. 111 4/10 poles to the center of a township road; thence with the center of road 7 poles and 3 feet to a stake; thence S. 81° W. 7 poles and 3 feet to the beginning containing five acres.

And that at the next Term of said Court the said plaintiffs will apply for an order that partition may be made of the premises.

R. M. Campbell. and F. C. Semple Attys for Pltffs

The State of Ohio. Union County, ss.

S. W. Peacock, being first duly sworn says he is foreman of "The Union County Journal" a newspaper published at Marysville in said County, and of general circulation in said County. And further makes oath that the notice here to Attached marked "A" was published in said paper for six consecutive weeks from Mar. 5th 1881 and for more than 40 days prior to the commencement of the present Term of the Court of Common Pleas of this County.

S. W. Peacock.

Signed in my presence and Sworn to before me this 11th day of May, 1881.

W. M. Krieger, Clerk.

Afterward on the 11th day of May 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry. McClure Davis et al. vs Zachariah Baker et al. }

This day this cause came on for hearing upon the motion of said Plaintiff for the appointment of a Guardian "Ad litem" for the infant defendants named in said petition, On consideration whereof and the Court being fully advised in the premises do appoint as such Guardian "Ad litem"

Answer and Cross Petition

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Afterward on the 11th day of May 1881 the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Answer of Guardian Ad litem

McClure Davis et als. vs Zachariah Baker et als

Now comes J.W. Robinson the Guardian ad litem heretofore appointed for the infant defendants herein, and for answer says, he is not advised as to the relative rights of the infant defendants mentioned in said Plaintiffs Petition, and asks that their interests in the premises described may be protected by the Court according to law.

J.W. Robinson Guardian Ad litem

Afterward on the 11th day of May 1881, the following Answer was filed with the Clerk of said Court which reads as follows, viz:

McClure Davis et als. vs Zachariah Baker et als } In the Court of Common Pleas. Union County, Ohio.

Answer

Elizabeth Baker wife of John Baker deceased, now comes, and having waived service of summons by personal service or otherwise, and being made a party Defendant in this case waives the assignment of dower by metes and bounds and asks the Court to protect her interest in the premises.

By R.M. Campbell her Atty.

The State of Ohio, Ashland County ss.

Elizabeth Baker being first duly sworn says she believes the statements in the foregoing answer are true.

Elizabeth her X mark Baker.

Attest S.J. Culler.

Signed in my presence and sworn to before me this 4th day of May, 1881.

Samuel Culler J.P.

Afterward on the 11th day of May 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

McClure Davis et als. vs Zachariah Baker et als

And now come the said Plaintiffs by R.M. Campbell & F.C. Semple their Attorneys, and thereupon this case came on to be heard, upon the Petition and evidence, and was argued by counsel. On consideration whereof the Court do find that due notice of the pendency of this action has been given for more than ~~forty~~ days prior to the first day of this Term of this Court, and the Court do further find that the said Mary Jane Davis, David Baker, Rachel Wagoner, Nathaniel Baker, Sarah Ann Gray, Belinda Jones, Zachariah Baker, Henry Baker, Jeremy Baker James Baker, have a legal right to, and are each respectively seized in fee simple of one Thirteenth (1/13) of the premises described in said Plaintiffs

petition. That Jackson Baker, Eden Rosen & Jefferson Baker, have a legal right to and are each respectively seized in fee simple of one Thirty ninth (1/39). part of the premises described, in said Plaintiffs' Petition subject to the dower interest of Elizabeth Baker, mother of said parties, and wife of John Baker, deceased. That Myrtle Harlan, Francis Harlan, James Harlan, Samuel Harlan, & Daniel Harlan have a legal right to, and are each respectively seized in fee simple of one Sixty fifth (1/65). part of the premises described in said Plaintiffs' Petition subject to the curtsey of James Harlan, surviving husband of Agnes Harlan, dec'd. That Elizabeth Pooler, & Eden Pooler have a legal right to, and are each respectively seized in fee simple of one twenty sixth (1/26) part of the premises described in said plaintiffs' petition, subject to the curtsey of John Bault surviving husband of Susan Bault, deceased.

It is therefore ordered and decreed that a writ of Partition issue to the Sheriff of said County of Union, commanding him, that by the oaths of J. J. Miller, J. S. Mahaffey, & W. H. H. Titus partition be made of said lands, pursuant to the findings as aforesaid made by the Court. And it is further ordered that the Sheriff return his proceedings in the premises forthwith.

Afterward on the 12th day of May 1881. the following Writ of Partition was issued by the Clerk of said Court which reads as follows, viz:

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

We command you, That without delay, by the oaths of J. J. Miller, J. S. Mahaffey, & W. H. H. Titus you cause partition to be made of the following described premises, situate in the County of Union and State aforesaid, to-wit:

Being a tract or parcel of land situated in the County of Union and State of Ohio, and bounded and described as follows, to-wit: Beginning at a stone north east corner to a lot conveyed by Minerva Kline to Jesse Smith, on the 2 day of June A.D. 1862. and in the center of the Indy & Lee road; Thence with the center of said road S. 10° E. 119 poles, to a stone, (dog wood, Iron wood & Ash. gone). in the North East corner to John Funk's land; Thence with the line of his land S. 82 1/4° W. 170 poles. to a stone and sugartree; Thence S. 8 1/4° E. 10 6/100 poles to a stone, red oak and Ash.; Thence S. 81 1/2° W. 36 40/100 poles to a stone, two dogwoods and two Iron woods; Thence N. 8 1/2° W. 32 poles to a stone corner to said John Funk's land, in the easterly line of the Atlantic and Great Western Railway lands, 57 feet from the center of the main track, Thence with said line N. 37 1/2° E. 140 60/100 poles to a post in the North line of said lot conveyed by Minerva Kline to Jesse Smith; Thence with said line S. 87 1/2° E. 104 poles to the beginning containing 125 1/2 Acres of land, more or less, part of survey number

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#404 and being in that tract of land conveyed by Rufus Smith to H.C. Partridge and by said Partridge to Abraham H. Baker in his lifetime, that lies east of the easterly line of the Atlantic and Great Western Railway.

Also the following tract or parcel of land situated in the County of Union and State of Ohio, and in the Virginia Military District part of Survey 5729, and bounded and described as follows: Beginning at a stone in the southwest corner of John Shirk's land, thence same course as John Shirk's west line S. 8 3/4° E. 46 100 poles to a stone in the north line of Baldwin Johnson's land; Thence with said line S. 81° W. 17 20/100 poles to a stone southeasterly corner to Abraham H. Baker's land; thence with the east line of said Abraham H. Baker's land, N. 8 3/4° W. 46 100 poles to a stone corner to said Abraham H. Baker's land; thence with another of the lines of his land N. 81° E. 17 poles to the beginning, containing four acres and 152 poles as surveyed by D. R. Cochran, on the 27th day of March 1874.

Also the following tract or parcel of land, situated in the County of Union and State of Ohio, and in Survey number 4404 and bounded and described as follows: Beginning at a stone with pieces of brick under it in the center of a County road in the south line of said Survey, and southwest corner of a tract of 116 acres owned by Fredrick Wheeler; Thence with the south line of said Survey connecting the original course S. 89 1/2° W. 123 1/3 poles to a stake and stones corner of Aurinias Castle's lot of one acre, bought of Robert Ewing; Thence N. 8° W. passing a stone with bricks under it at Charles Brooks corner, at 2 poles and 19 links; thence with Brooks line whole distance 71 poles and 10 links to a hard head and lime stone, witness a Lynn 6 inches in diameter S. 60 3/4° E. 7 links a hickory 18 inches in diameter S. 39° W. 14 links thence N. 89 1/2° E. 123 1/3 poles to a stone corner to Abigail Ballow's land, and N.W. corner to said Wheelers said lot; Thence with the west line of said lot. S. 8° E. 71 poles 10 links to the beginning containing 55 1/4 Acres.

And also the following tract or parcel of land, situated in the County of Union, State of Ohio, and in Survey number 5729, and bounded and described as follows viz: Beginning at a stone in the line of Rice and Haggitts Survey; thence N. 8 3/4° W. 137 100 poles to a stone in a line of Simms survey; Thence N. 81° 55' E. 40 poles to a stone; thence S. 8 3/4° E. 111 100 poles to a stone; thence S. 81° 55' W. 10 poles to a stone; thence S. 8 3/4° W. 116 100 poles to a stone; thence 81° 55' W. 30 poles to the place of beginning containing 36 acres and 82 poles.

And also the following tract or parcel of land situated in the Virginia Military District, County of Union and State of Ohio, in Survey No 5729 described as follows, to-wit: Five acres off of the S. W. side of the following tract or parcel of land, situated in the County of Union, and State of Ohio: Being a part of survey

number 529. in the name of Robert Manes of 1000 acres.
Beginning at a stone in the north line of a lot of land sold
to John Johnson by Baldwin Johnson; thence N. 8 3/4° W. 111 7/10 poles
more or less, to the center of a township road and stone placed
for corner; thence with said road N. 81° E. 86 7/10 poles to a stone;
thence S. 8 3/4° E. 111 7/10 poles, more or less, to a stone corner of said
land sold by Baldwin Johnson to John Johnson, thence
S. 81° W. 86 7/10 poles to the place of beginning, containing 60 acres
& land.) (Commencing at a stone in the north line of a
lot of land sold to John Johnson by Baldwin Johnson (being
the aforesaid tract) thence N. 8 3/4° W. 111 7/10 poles to the center of a
township road; thence with the center of said road 7 poles and
3 feet to a stake; thence S. 8 3/4° E. 111 7/10 poles to a stake; thence
S. 81° W. 7 poles and 3 feet to the beginning, containing five acres.
among the persons named and in the following proportions
to-wit: To Mary Jane Davis, David Baker, Rachel
Hagoner, Nathaniel Baker, Sarah Ann Gray, Belinda
Jones, Zachariah Baker, Henry Baker, Samuel Baker,
& James Baker, each respectively 1/9 part. To Jackson
Baker, Edee Rosen & Jefferson Baker, each 1/27 part, subject
to the interest of Elizabeth Baker, To Myrtle Harlan, Francis
Harlan, James Harlan, Samuel Harlan & Daniel Harlan
each respectively 1/45 part, subject to the curtesy of James
Harlan, To Elizabeth Poole, & Edee Burson, each respect-
ively 1/18 part, subject to the curtesy of John Bault, in pursuance
of the order and decree made in our Court of Common Pleas
within and for the said County of Union in a certain
petition for partition wherein the said W. Clure Davis et al.
petitioners and the said Zachariah Baker et al, are res-
pondents, 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 19th day of May A.D. 1881.

(Seal.) W. M. Winget, Clerk.

Sheriff's Return. As commanded by the foregoing writ of Partition, I have executed the same by the oaths of James F. Mahaffey, Wm. Titus & J. J. Miller causing said Partition to be made,
as will appear by the report of the Commissioners herewith
returned. Service 80¢ Mileage $1.50 Ex. writ & Swearing Com. $1.20
Report & Com. 50¢ Total $3.00. Court Fee $3.00 Total $6.00.
Given under my hand, This 19th day of May, A.D. 1881.
John Hobensack, Sheriff.

Com. Report. W. Clure Davis et al
vs
Zachariah Baker et al
} Union County, ss.
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 commission-

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ers, 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 the following price or value per acre to-wit: the first described premises #35.00 per acre, also the 2d described premises #38.00 per acre, also the 3d described premises at #38.00 per acre, also the 4th described premises at #38.00 per acre, also the 5th described premises #30.00 per acre.

Given under our hands, this 19th day of May A.D. 1881.

James S. Wakefield
W. K. Titus.
J. J. Miller
} Commissioners.

Afterward on the 21st day of May 1881 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry.

M'Clure Davis et.al.
vs
Zachariah Baker et.als.

On motion to the Court by R. M. Campbell & F. C. Semple, counsel for said petitioners and upon producing the return of the Sheriff, and the Report of the said Commissioners heretofore appointed herein, and the same having been examined by the Court herein, 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 are hereby approved and confirmed; And thereupon 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 the action is continued.

Afterward on the 10th day of September A.D. 1881 the following Order of Sale was issued by the Clerk of said Court which reads as follows:

Order of Sale.

The State of Ohio. } To the Sheriff of said County, Greeting:
Union County ss. }

In pursuance of an order of our Court of Common Pleas, within and for the County of Union at the April Term A.D. 1881 in a certain Petition for Partition now pending in said Court wherein M'Clure Davis et.als Petitioners and Zachariah Baker et.als respondents, we command you, that, without delay, you proceed to sell at public auction, the lands and tenements in said petition described, to-wit: Being a tract or parcel of land situated in the County of Union and State of Ohio, and bounded and described as follows, to-wit: Beginning at a stone, north east corner to a lot conveyed by Minerva K. Line to Jesse Smith on the 2d day of June A.D. 1863, and in the center of the Judy and Lee road; thence with the center of said road S. 18° E. 119 poles to a stone (dog wood, Iron wood and ash gone) in the north east

corner to John Funk's land; thence with the line of his land S. 82¼° W. 170 poles to a stone and sugar tree; thence S. 8¼° E. 10 68/100 poles to a stone, red oak & ash; thence S. 81½° W. 36 60/100 poles to a stone two dogwoods and two ironwoods; thence N. 8½° W. 32 poles to a stone corner to said John Funk's land, in an easterly line of the Atlantic & Great Western Railway lands, 57 feet from the center of the main track; thence with said line N. 37½° E. 140 60/100 poles to a post in the north line of said lot conveyed by Minerva Klure to Jesse Smith; thence with said line S. 82½° E. 104 poles to the beginning containing 125½ acres of land, more or less, part of survey number 4404 and being in that tract of land conveyed by Rufus Smith to C. Partridge and by said Partridge to Abraham H. Baker in his life time that lies east of the easterly line of the Atlantic and Great Western Railway.

Also the following tract or parcel of land situated in the County of Union and State of Ohio, and in the Virginia Military District, part of survey 3771 and bounded and described as follows, to-wit: Beginning at a stone in the South west corner of John Shuff's land, thence same course as John Shuff's west line, S. 8¾° E. 116 two poles to a stone in the north line of Baldwin Johnson's land; thence with said line S. 81° W. 7 2/10 poles to a stone south easterly corner to Abraham H. Baker's land; thence with the east line of said Abraham H. Baker's line, N. 8¾° W. 116 2/10 poles to a stone corner to said Abraham H. Baker's land; thence with another of the lines of his land N. 81° E. 17 poles to the beginning containing four acres, and 13 poles as surveyed by C. L. Cochran on the 27th day of March 1874.

Also the following tract or parcel of land situated in the County of Union and State of Ohio, and in survey number 4404 and bounded and described as follows, Beginning at a stone with pieces of brick under it, in the center of a county road, in the south line of said survey, and south west corner of a tract of 116 acres owned by Frederick Wheeler; thence with the south line of the said survey connecting the original course S. 89½° W. 123 2/3 poles to a stake and stones corner of Aminias Castle's lot of one acre, bought of Robert Erwin; thence N. 8° W. passing a stone with bricks under it at Charles Brooks' corner at 2 poles and 19 links, and thence with Brooks' line, whole distance 7 poles and 10 links to a hard head and lime stone, witness a hickory 6 inches in diameter S. 60¾° E. 7 links a hickory 18 inches in diameter S. 39° W. 14 links; thence N. 89½° E. 12 5/6 3/3 poles to a stone corner to Abigail Ballow's land and N. W. corner to said Wheeler's lot; thence with the west line of said lot S. 8° E. 11 poles 10 links to the beginning containing 3 5/4 acres. And also the following tract or parcel of land situated in the County of Union, State of Ohio, and in

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survey number 5729 and bounded and described as follows to wit: Beginning at a stone in the line of Rice & Baggott's survey; thence N. 8¾° W. 15 7/10 poles to a stone in the line of Simms's survey; thence N. 81° 55' E. 40 poles to a stone; thence S. 8¾° E. 111/10 poles to a stone; thence S. 81° 55' W. 10 poles to a stone; thence S. 8¾° W. 46/10 poles to a stone thence 81° 55' W. 30 poles to the place of beginning containing 36 acres and 82 poles.

And also the following tractor parcel of land, situated in the Virginia Military District, County of Union & State of Ohio, in Survey number 5729 described as follows, to-wit: Five acres off the S.W. side of the following tractor parcel of land, situated in the County of Union, and State of Ohio, Being a part of Survey number 5729 in the name of Robert Means 1/100 acres, Beginning at a stone in the north line of a lot of land sold to John Johnson by Baldwin Johnson; Thence N. 8¾° W. 111/10 poles, more or less, to the center of a township road, and stone placed for corner; thence with the said road N. 81° E. 86 4/10 poles to a stone; thence S. 8¾° E. 111 4/10 poles, more or less, to a stone corner of said land sold by Baldwin Johnson to John Johnson, then S. 81° W. 36 3/10 poles to the place of beginning containing 60 acres of land.)

Commencing at a stone in the north line of a lot of land sold to John Johnson by Baldwin Johnson, (being the aforesaid Tract) thence N. 8¾° W. 111/10 poles to the center of a Township road; thence with the center of said road, 7 poles and 3 feet to a stake; thence S. 8¾° E. 111 4/10 poles to a stake; thence S. 81° W. 7 poles and 3 feet to the beginning containing five acres.

1st Described Tract appraised at $35.00 per acre. 2d Described Tract appraised at $36.00 per acre. 3d Described Tract appraised at $38.00 per acre. 4th described Tract appraised at $38.00 per acre 5th Described Tract appraised at $36.00 per acre.

and that you proceedings herein 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 10th day of September A.D. 1861.

Seal.

W. W. Wright, Clerk.

Sheriff's 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 Union County Journal, a newspaper printed and of general circulation in Union County, Ohio; and on the 15th day of October A.D. 1861. at 1 o'clock P.M. of 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

3 — George Hill who bid for the first described property consisting of 125½ Acres the sum of Thirty Seven and 50/100 Dollars

per acre, and he being the highest and best bidder
I publicly sold said property to him; and thereupon
there came W. K. Curry, who bid for all the balance of the
above last described property, the sum of twenty five
35/100 Dollars per acre and he being the highest and best
bidder I publicly sold said last described property
to him. The amount of land sold in last described
property is one Hundred one acres and 14 poles; and
said sums being more than two thirds the appraised
value, and they being the highest and best bidders I
declared them the purchasers. Service 30¢ Mileage
$3,00 Copy 20¢ $2,30 Poundage, $26,16 Return 50¢ Total $32,28
Deeds $4,00 Total $36,28.

John Hobersack, Sheriff.

Printer's Notice

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, in which M'Clure Davis et.al are petitioners and Zachariah Baker et.al respondents I will offer at public sale at the door of the Court House in Marysville, Ohio Saturday October 15th 1881. at 1 o'clock P.M. of said day, the following Real Estate bounded and described as follows; Being a tract or parcel of land situated in the County of Union and State of Ohio. and bounded and described as follows, to-wit:

Beginning at a stone northeast corner to a lot conveyed by Minerva Kline to Jesse Smith, on the 2d day of June A.D. 1863. and in the center of the Judy and Lee road; thence with the center of said road S. 10¼ E. 119 poles to a stone (dogwood, ironwood & ash gone). in the north east corner to John Funk's land; thence with the line of his land S. 82¼ W. 170 poles to a stone and sugar tree, thence S. 8¼ E. 10 5/100 poles to a stone, redoak & ash; thence S. 81½ W. 38 40/100 poles to a stone two dogwoods & two ironwoods; thence N. 8½ W. 32 poles to a stone corner to said John Funk's land in an easterly line of the Atlantic and Great Western Railway lands 50 feet from the center of the main track; thence with said line N. 37½ E. 140 60/100 poles to a post in the north line of said lot conveyed by Minerva Kline to Jesse Smith; thence with said line S. 82½ E. 104 poles to the beginning, containing 125½ acres of land, more or less, part of survey number 4404 and being in that tract of land conveyed by Rufus Smith to H. C. Partridge and by said Partridge to Abraham H. Baker in his life time that lies east of the easterly line of the Atlantic and Great Western Railway.

Also the following tract or parcel of land situated in the County of Union and State of Ohio, and in the Virginia Military District, part of Survey 5729. and bounded and described as follows; Beginning at a stone in the Southwest corner of John Shirk's land; Thence same course as John Shirk's west line S. 8¾ E. 46 6/10 poles to a stone in the north line of Baldwin Johnson's land; thence with said line S. 81¼ W. 7 2/10 poles to a stone southeasterly corner to Abraham H. Baker's

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land; thence with the east line of said Abraham Baker's line N. 8 3/4° W 46 7/10 poles to a stone corner to said Abraham Baker's land: thence with another of the lines of his land N. 81° E. 17 poles to the beginning containing four acres and 132 poles as surveyed by C. R. Cochran on the 27th day of March. 1874.

Also the following tract or parcel of land situated in the County of Union and State of Ohio, and in survey number 1404 and bounded and described as follows; beginning at a stone with pieces of bricks under it in the center of a county road in the south line of said survey, and southwest corner of a tract of 116 acres owned by Fredrick Wheeler; thence with the south line of said survey connecting the originae course S. 89 1/2° W. 123 3/5 poles to a stake and stones corner to Aminias Castles lot of one acre bought of Robert Erwin; thence N. 8° W. passing a stone with bricks under it at Charles Brooks corner at 2 poles and 9 links and thence with Brooks' line whole distance 71 poles and 10 links to a hard head and lime stone, witness a lynn 6 inches in diameter S. 60 3/4° E 7 links a hickory 18 inches in diameter S. 39° W. 14 links; thence N. 89 1/2° E. 123 3/5 poles to a stone corner to Abigail Ballows land and N. W. corner to said Wheeler said lot; thence with the west line of said lot. S. 8° E. 71 poles 10 links to the beginning containing 55 1/4 acres.

And also the following tract or parcel of land, situated in the County of Union, State of Ohio, and in Survey number 5729, and bounded and described as follows, to wit: Beginning at a stone in the line of Rice and Haggitt's survey; thence N. 8 3/4° W. 157 2/10 poles to a stone in the line of Sinnit's survey; thence N. 81° 55' E 40 poles to a stone; thence S. 8 3/4° E. 111/10 poles to a stone; thence S. 81° 55' W. 10 poles to a stone; thence S. 8 3/4° W. 46 2/10 poles to a stone; thence 81° 55' W. 30 poles to the place of beginning, containing 36 acres and 82 poles.

And also the following tract or parcel of land, situated in the Virginia Military District, county of Union & State of Ohio, in survey number 5729 described as follows, to-wit: Five acres off the S. W. side of the following tract or parcel of land, (situated in the County of Union and State of Ohio. Being part of Survey Number 5729 in the name of Robert Mathes of 1000 acres, Beginning at a stone in the north line of lot of land sold to John Johnson by Baldwin Johnson; thence N. 8 1/4° W. 111 7/10 poles, more or less, to the center of a township road and stone placed for corner; thence with said road N. 81° E. 86 2/10 poles to a stone; thence 8 3/4° E. 111/10 poles, more or less, to a stone corner of said land sold by Baldwin Johnson to John Johnson, then S. 81° W. 86 2/10 poles to the place of beginning, containing 60 acres of land).

(Commencing at a stone in the north line of a lot of land sold to John Johnson By Baldwin Johnson (being the aforesaid tract) thence N. 8 1/4° W. 111/10 poles to the center of a township road, thence with the center of road

7 poles and 3 feet to a stake; thence S. 8 3/4° E. 11 7/10 poles to a stake; thence S. 81° W. 7 poles and 3 feet to the beginning containing five acres.

First described tract appraised at $55-00 per acre.
Second " " " " $36 00 " " .
Third " " " " $38 00 " " .
Fourth " " " " $38 00 " " .

John Obenauck, Sheriff.

R.M. Campbell and F. A. Semple Attys for Plffs.

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 "Union County Journal" a newspaper of general circulation of the County of Union the first publication beginning with September 12" 1881.

R.M. Kenton.

Sworn to and subscribed before me this 12th day of October 1881.

W.M. Winget, Clerk.

Afterward on the 19th day of December 1881. the following Entry was regularly entered on the Journal of said Court which reads as follows:

Entry.

M'Clure Davis et als.
vs.
Zachariah Baker et als

And now came the said M'Clure Davis et als. by R.M. Campbell & F.A. Semple their attorneys, and on their motion, and on producing the report of the Sheriff of his sale made under the former order of this Court, and the Court being satisfied on examination, the said sale has been made according to law, it is ordered that the said proceeding and Sale be, and the same is hereby approved and confirmed; And the Sheriff is ordered by deed duly executed to convey said premises to the said purchasers in fee simple; And it is further ordered that the said Sheriff out of the money in his hands pay first the costs of this case including counsel fee by agreement of parties amounting in all to $300. Second the taxes on said premises amounting to $; And that of the residue he pay to the said, Mary J. Davis 1/3 part. David Baker 1/3 part. Rachel Wagoner 1/3 part. Nathaniel Baker 1/3 part. Sarah A. Gray 1/3 part. Belinda Jones 1/3 part. Zachariah Baker 1/3 part. Henry Baker 1/3 part. Edw Showalter 1/3 part. Samuel Baker 1/3 part. James Baker, Jackson Baker, Edw Rosen, & Jefferson Baker 1/32 part each. Myrtle Harlan, Francis Harlan, Jane Harlan, Samuel Harlan, & David Harlan, 1/6 part each. Elizabeth Boler and Edw Burson, 1/16 part each.

Attest. W.M. Winget, Clerk.

Pleas before His Honor John L. Porter Judge of a Court of Commons Pleas begun and held at the Court House in the Town of Marysville within and for the body of the County of Union and State of Ohio, on the 4th day of February A.D. 1878. Heretofore to-wit: on the 26th day of Nov. 1877. the following Petition was filed with the Clerk of said Court which reads as follows viz:

Wm F. Schatz, Lydia Schatz & William Williams jr. Plaffs.

Petition

vs.

John B. Morris, Allen C. McArthur Ishan A. Jones & Effie Jones, Cumberland Co Ky Andrew Van Bibber, Susie Van Bibber, and Flora McA. Fice of the State of Kentucky, Smith McArthur, Nancy Hobskin, Harry McArthur, Thomas M. Anderson, Minerva Olds, Harry Anderson, Charles Anderson, Effie Scott, Anna I. Medaira, Mary McArthur Medaira & John Medaira heirs at law of Duncan McArthur dec'd Defts.

Court of Common Pleas Union County, Ohio.

The said Plaintiffs respectfully represent to the Court, that they are the heirs at law of William Williams late of the County of Franklin, Ohio, dec'd, to-wit: the said William Williams jr. and said Lydia Schatz, the wife of Wm F. Schatz, are his heirs at law and the owners in fee simple through deed of conveyance from said William Williams dec'd of the following Real Estate, situate in the County of Union and the State of Ohio, viz: Survey of land No. 1017 for 52¾ Acres and they are now in the full possession (quiet peaceable) of said premises & they & those under whom they hold the same have had peaceable, quiet, & open and adverse possession thereof for more than 25 years last past. That said Duncan McArthur at one time being the owner of a fraction of the said lands, conveyed the same to Abraham A. Williams under whom said William Williams held said lands, but the deed of said conveyance by said Duncan McArthur made more than 25 yeds ago, was not recorded, but has been lost, and cannot be found to be recorded. That recently it was first discovered by the plaintiffs, that said deed was not recorded and had been lost. That the said persons named as defendants herein are the heirs at law of the said Duncan McArthur dec'd but they are so scattered in different States that it will be both difficult & expensive to obtain from them all, deeds of release for said lands.

That so far as plaintiffs know, and as they believe and it is, the said heirs at law having the next estate of inheritance in said lands, make no claim to said lands & never have made any claim thereto & the plaintiffs say the said heirs & defendants in fact have no interest, claim or title to said lands,

but the failure to have said deed recorded has caused a cloud to appear on the Plaintiffs' possession and title thereto which is to their damage. The plaintiffs' say they in equity are entitled to have their title & possession to said lands quieted as against said heirs & defendants and said cloud removed by a release from them for said lands. Therefore the Plaintiffs ask that the said heirs named above as defendants having the interest in said lands from said Duncan McArthur be made parties and duly notified of the pendency of this petition in this Court, that they answer the several matters above set forth, and especially set forth any and all claims they or either have or pretend to have in said lands and that on final hearing the Court may order & decree against them that they the Defendants, release to the plaintiffs by a deed of release to said lands, quieting in them their said title & possession and that in the absence of such deed of release, that the decree of this Court, may operate as such deed to quiet the possession & title of the plaintiffs the same as such deed of release were in fact executed and ~~recorded~~ delivered according to law.

Johnson & Pratt & A J Carpenter Att'ys for Pltffs

The State of Ohio Union County ss. A. J. Carpenter being duly sworn doth depose that from information & belief he says, the allegations of the foregoing petition are in substance & fact true. This is a local action regarding real estate That the several defendants are, affiant is informed & believes, non residents of the state of Ohio., but he is not able to give the Post Office address of them. That Service can only be had on them by publication. That he is one of the Attorneys of the plaintiffs duly employed to prosecute this action.

A. J. Carpenter.

Sworn to before me and signed in my presence this 26th day of November A.D. 1877

W. M. Winget - Clerk.

Legal Notice

John B. Morris, Adora M. Morris, Allen C. McArthur, Isham A Jones, Effa Jones, of Cumberland County, Ills., Andrew Van Bibber Susie Van Bibber, & Flora McA. Tice, of the State of Kentucky Smith McArthur, Nancy Wolfskill, Harry McArthur, Thomas M. Anderson, Miniva Olds, Harry Anderson, & Charles Anderson, Effie Scott, Anna I. Medaris, Mary McA. Medaris and John Medaris, heirs at law of Duncan McArthur dec'd, are hereby notified, That William F. Schatz and Lydia Schatz, and William Williams Jr. have their petition against them in the Court of Common Pleas of Union County Ohio, alleging that the Plaintiffs are the owners of Survey No 10177. for 522 Acres in Union County Ohio, and are in possession of the same and have been for twenty five years past. That for want of a record

Entry.

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of and from Duncan McArthur for a fraction of said land a cloud exists on the title to said land which they have lately discovered that so far as they know said heirs of Duncan McArthur do not claim any interest in said lands and that they have never made any claims thereto. But being scattered and some of their residences being unknown it would be expensive and difficult to procure their releases. That in fact they have no interest in said lands. The prayed of the petition is that the defendants shall set up their claim if they make any to said land and that plaintiffs title be quieted against said defendants. The Defendants are required to answer by the last Saturday of January 1878. Nov. 26th 1877. 6. w. P.F. $13.50

Robinson & Pipe & A.J. Carpenter, attys for Pffs

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 Nov. 28th 1877.

J. B. Shearer.

Sworn to and subscribed before me this 13th day of February 1878.

W. W. Winget, Clerk.

Afterward on the 13th day of February 1878 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry. Wm. F. Shatzel et al. vs Allen C. McArthur et als.

This day came the Plaintiffs and made proof of service of Process on Defendants by publication according to law. and thereupon the cause was submitted to the Court upon pleadings and evidence introduced by the plaintiffs, whereupon the Court being fully advised in the premises do find the allegations of the plaintiffs petition are true and the plaintiffs are entitled to have their title and possession of the real estate in the said petition described, quieted against any claim or interest of said Defendants and all of them in said premises. It is therefore considered, ordered & adjudged by the Court that said Defendants be and they are ordered and adjudged within ten days from this date to release to plaintiffs by quit claim deed their interest & claim to said lands and in default thereof this decree shall operate as such conveyance. And it not appearing that defendants have refused to make such release, the Court orders the plaintiffs to pay costs herein taxed to # within ten days and in default thereof that execution issue therefor.

Afterward on the 25th day of April 1881. the following Entry was made on the Journal of said Court which reads as follows. viz:

Wm F. Schatz. et als.
vs
Allen & McArthur et als.

Entry

This day this cause came on for hearing upon the motion of the Plaintiffs to supply lost petition and was submitted to the Court upon the exhibits and the evidence and the Court being satisfied that the original petition in this case has been mislaid or lost. and that the petition proposed to be supplied is a literal copy of the original. said motion is sustained and it is ordered that the said petition be filed and treated in all other respects as said original petition.

Robinson & Piper & A. Harpenter Attys for Pl.

Attest. W. M. Winget, Clerk.

Pleas before His Honor John L. Porter Judge of Ja. 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 12th day of September 1881. Heretofore to-wit: on the 28th day of June 1881. the following Petition was filed with the Clerk of said Court which reads as follows. viz:

Nancy M. Eakin
vs
Thomas Eakin

Petition

To the Court of Common Pleas. State of Ohio. Union County ss.

The said Nancy M. Eakin, Plaintiff, says that she 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 the 3d day of August. 1874. she was lawfully married to the said Defendant whom she prays may be made party defendant to this petition. The plaintiff has always conducted herself toward the said Defendant as a faithfull and obedient wife. That she has as the result of said marriage relation two children, to-wit: William S. aged 6 years and Harry H. aged 4 years both of whom are cared for by the said plaintiff. That the said defendant notwithstanding his duties as a husband has been guilty of habitual drunkenness. for the three years last past and has also at various times and especially on the 26th day of June 1881. been guilty of extreme cruelty toward the plaintiff. That on said last date without any cause or provocation on the part of the plaintiff. the Defendant did choke, kick, and beat the plaintiff in a cruel and inhuman manner. The said Defendant has also been guilty of gross neglect of duty toward the plaintiff. That at the time of said marriage the plaintiff had

Summons

Issued

Sheriff's Return

Entry

had considerable money of his own right which was taken by the Defendant and invested in the following Real Estate to wit: Situate in the County of Union and State of Ohio. in the Village of Richwood. bounded. E. by Fulton Street and N. by an Alley. W. by a lot of Plaintiff and South by Bloppoe. Street. And that the Defendant has some other property beside

The Plaintiff asks that she may be divorced from the said Thomas Eakin and that the care and guardianship of said children may be decreed to her and that she may be allowed reasonable alimony. including the above described property and for all proper relief.

Cameron & Benton Attys for Plff.

State of Ohio Union County ss. Nancy M. Eakin. being first duly sworn says the facts stated and allegations made in the foregoing petition are true as she believes.

Nancy M. Eakin
her mark.

Sworn to before me by said Nancy M. Eakin and by her signed in my presence this 28th day of June. 1861.

W. W. Wright, Clerk.

Afterward on the 28th day of June. 1861. the following 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 Thomas Eakin that Nancy M. Eakin 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 him). charging him with habitual drunkenness & Gross Neglect of duty. and asking that she be divorced from him and that she be allowed 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 11th day of July. A.D. 1861. Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court. at Marysville this 28th day of June. A.D. 1861.

Seal

W. W. Wright, Clerk.

Sheriff's Returns. Recived 10 o'clock A.M. on the 28th day of June A.D. 1861. and on the 30th day of June. A.D. 1861. I served the same by delivering to Thomas Eakin a true copy thereof with the endorsement thereon also a true copy of plaintiffs petition for divorce

Service 30¢ Copy 20¢ Mileage $2.50 Total $3.00.

John Hoberusack Sheriff.

Afterward on the 28th day of December A.D. the following Entry was made on the Journal of said Court which reads as follows viz:

Entry. Nancy M. Eakin vs Thomas Eakin } In the Court of Common Pleas. Union County ss.

This day came the Plaintiff herein and the Defendant being in default for answer and demurrer and the

case being presented to the Court upon the pleadings and the evidence herein and the Court being fully advised in the premises do find, that the plaintiff at the time of filing her Petition had been a resident of the State of Ohio, for one year next preceding the same and was at the time a bona fide resident of this County of Union, that the parties hereto were married as in the petition set forth.

The Court further find upon the evidence produced that the Defendant has been guilty of gross neglect of duty, extreme cruelty & habitual drunkenness, for three years last past, and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court, that the marriage contract heretofore existing between the said Nancy M. Eakin & Thomas Eakin be and the same hereby is dissolved and both parties are released from the obligation of the same.

It is further ordered that the custody, care, education & control of the said children of the parties hereto be, until further order confided to the said Nancy M. Eakin. But it is further ordered that the said Thomas Eakin, have the privilege of visiting said children at all reasonable times. It is further considered by the Court that the said Nancy M. Eakin recover from said Thomas Eakin her costs herein expended and execution is awarded therefor.

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 3d day of May 1880. Heretofore, to wit: on the 3d day of December 1879 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

James Williams
vs
America Williams
} In the Court of Common Pleas of Union Co. Ohio.

The Plaintiff, James Williams says, That on or about the month of June 1861, he was married to the Defendant America Williams and that he has ever since resided with her in the said County of Union and State of Ohio, and that he is now and still is a bona fide resident of said County.

There has been born to the said Plaintiff and Defendant as the result of the said marriage relation the following children who are now living, viz: Cassius C. aged about 18 years. William C. aged about 16 years. Ada May, aged 10 years. Addison L. aged about 9 years. Jennie L. aged about 8 years. Fannie L. aged about 7 years. Lucy A. aged about 2 years. All of whom reside with the Plaintiff and Defendant at the said County of Union. The Plaintiff has been engaged in the business of Agriculture ever since said marriage and has

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made every effort in his power to make agreeable and to provide for and protect the Defendant and Kiss children and has been faithful to the defendant, and treated her with uniform kindness. Yet notwithstanding her duties as a wife and mother, the Defendant for several years past has become estranged from the plaintiff, and has lost all affection for him and has lost all interest in her home and children and has become cruel to the Plaintiff and said children and grossly neglectful in her household duties affairs and duties is jealous and suspicious of the plaintiff without cause. The Plaintiff has borne this in silence for several years but within the last two years it has been much worse and within the last year intolerable. The Defendant by her conduct has made the plaintiffs home a place unfit to rear said children. In the presence of said children while at the table or by the fireside and other times during the day on divers days and almost daily during the last six months has used toward the plaintiff the most vile vulgar and profane language, compared the plaintiff to the most beastly and abandoned persons, and has often followed him to his work, and continued her insulting abuse in the presence of others and has often threatened to take the life of this plaintiff. The Defendant has also laid in wait along the way when the Plaintiff would be returning home from labor, or business and with vile and abusive language wantonly and falsely and cruelly charge the plaintiff with indolence and crime and on divers days within the last six months and especially about ten weeks ago the defendant has suddenly assaulted and beat the plaintiff and on one occasion cruelly seized and bit the plaintiff, pulled the hair and treated him in the most cruel and inhuman manner. The Plaintiff has never returned his cruelty or returned the same in kind but would disengage and free himself.

The Plaintiff therefore prays that the said America V. Williams may be made a party defendant hereto, and that he may be divorced from the said America V. Williams and have the custody and care of the said children and for all other and proper relief as the court may deem just.

Cameron N Benton, Atty's for Pltff.

State of Ohio Union County ss. James Williams who being first duly sworn, deposes and says, that the facts stated and allegations made in the foregoing Petition are true as he verily believes.

James Williams.

Sworn to by James Williams before me and signed by him in my presence this 5th day of December A.D. 1879.

W.W. Wright Clerk By Jabez Randall Dep.

Prcipe. To the Clerk Issue summons in this case to the Sheriff of Union County directed to America V. Williams with a copy of this Petition returnable according to law.

Afterward on the 6th day of December A.D. 1879 the following 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 America V. Williams that
James Williams 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 her)
charging her with gross neglect of duty, and asking that
he be divorced from her and that he have custody of children
and for other proper relief. Such 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 13th
day of December 1879. Witness my signature as
Clerk of said Court of Common Pleas. and the seal
of said Court at Marysville this 6th day of December
A.D. 1879.

W. W. Knight Clerk.

Sheriff's Return

Recvd on the 7th day of December A.D. 1879. and
on the 11th day of December A.D. 1879. I served the same
by delivering a true copy thereof to the within named.
America V. Williams. Service 35c Copy 20c Mileage 70c Return
15c Total $1.40

J. J. Weller Sheriff.
By Dyer Reed Deputy.

Entry.

Afterward on the 7th day of June 1880 the following Entry was made on the Journal of said Court which reads as follows, viz:

James Williams
vs
America V. Williams
} In the Court of Common Pleas of Union County O.

Now came the Plaintiff herein and the defendant being in default for answer or demurrer, and this cause being presented to the Court upon the pleadings and evidence and the Court being fully advised in the premises find that the Plaintiff at the time of filing his petition, had been a resident of the State of Ohio for one year next preceding the same and was at the time a bona fide resident of this County of Union. And the parties hereto were married as in said petition set forth.
The Court further find upon the evidence adduced that the Defendant has been guilty of extreme cruelty and gross neglect of duty, and that by reason thereof 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 James Williams & America V. Williams 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 and control of the said children of the parties hereto be, until further ordered confided to the said James Williams
But it is hereby further ordered by the Court that the said

America V. Williams have the privilege of visiting said children at all reasonable times. It is further considered by the Court that the said plaintiff pay the costs of this proceedings and execution is awarded.

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 the 9th day of January 1862. Heretofore to wit on the 16th day of July 1861. the following Petition was filed with the Clerk of said Court which reads as follows, viz:

George W. Sewell

Petition vs.

William Sewell, Catherine Foreman,
Calista Thompson and Calvin Thompson her husband,
Hannah Fossey and Ranson Fossey her husband,
Elizabeth Henderson and William Henderson her husband,
James H. Thompson, Emma Thompson,
Clyde Thompson, Rebecca Conklin,
Lulu Sewell, and Harry Sewell.

Court of Common Pleas, Union County Ohio.

The Plaintiff says:

That on the day of March A.D. 1861. one Margaret Sewell late of Union County, Ohio, died intestate, seized of an estate in fee simple in the following described real estate; Situate in the Township of Dover, County of Union, and State of Ohio, and known as a part of Virginia Military Survey No. 3007. Beginning at a Wild Cherry corner to land owned by James Fossey, thence S. 10° E. 16 poles to a stake in the South line of the Survey, thence S. 80° W. in said line about 37 poles to a stake, thence N. 10° W. about 19 poles, thence N. E. about 37 poles to the beginning, containing Four Acres.

The said premises descended to the following persons, only heirs and legal representatives of the said Margaret Sewell, deceased; I. Your Petitioner George W. Sewell, who is a son of said Margaret Sewell deceased. II. William Sewell, a son of said Margaret Sewell deceased; III. Catherine Foreman, a daughter of said Margaret Sewell deceased, who intermarried with one Isaac C. Foreman who is now deceased. IV. Calista Thompson, a daughter of said Margaret Sewell, deceased who intermarried with the Defendant Calvin Thompson. V. Hannah Fossey, a daughter of said Margaret Sewell deceased who intermarried with the Defendant, Ranson Fossey. VI. Elizabeth Henderson a daughter of said Margaret Sewell deceased, who intermarried with the Defendant William Henderson. VII. Emma Thompson and Clyde Thompson minor children of Mary Jane Sewell a daughter of said Margaret Sewell deceased who intermarried with the Defendant James H. Thompson said Mary Jane Thompson died before said estate was cast upon her by decent as aforesaid. The said Emma Thompson & Clyde Thompson are minors under the age of fourteen years. VIII. Lulu Sewell

and Harry Sewell minor children of David Sewell, a son of said Margaret Sewell, deceased, who married the Defendant Rebecca Conklin (who has since the death of said David Sewell intermarried with William Conklin.) Said David Sewell died before said Estate was cast upon him. The said Lulu Sewell & Harry Sewell are minors under the age of fourteen years.

The parties above named have the following undivided estate in said premises.

I. Your Petitioner George W. Sewell, one undivided one eighth part in fee.
II. The said William Sewell one undivided eighth part in fee.
III. The said Catherine Fennamore undivided one eighth in fee.
IV. The said Calista Thompson one undivided one eighth in fee.
V. The said Hannah Hossy one undivided one eighth in fee.
VI. The said Elizabeth Henderson, one undivided one eighth in fee.
VII. The said Emma Thompson. one undivided one sixteenth in fee.
VIII. The said Clyde Thompson one undivided one sixteenth in fee.
IX. The said Lulu Sewell. one undivided, one sixteenth in fee.
X. The said Harry Sewell. one undivided one sixteenth in fee.

Your Petitioner prays, that the above named parties be made parties defendants to this petition; and your Petitioner desiring to hold his said interest in severalty, prays partition may be made, or if partition cannot be made without manifest injury, then the premises may be sold, or other order taken pursuant to the Statute.

Carpenter & Brodrick. Attys for Pltff.

The State of Ohio. County of Union ss. George W. Sewell, the plaintiff being sworn says he doth on oath that the facts stated in the foregoing petition are as affiant believes true.

George W. Sewell.

Sworn to by said George W. Sewell. Before me and signed by him in my presence, this 16th day July A.D. 1881.

W.W. Kruger. Clerk. By W.E. Kruger Deputy.

Praecipe. Clerk: Issue Summons. to the Defendants Emma Thompson, Clyde Thompson minors under fourteen years of age, and James H Thompson their father, & Lulu Sewell & Harry Sewell minors under fourteen years and Rebecca Conklin their mother. to Sheriff of Union County Ohio, returnable according to law, endorse "Petition for Partition of Real Estate &c")

We hereby waive the issuing and service of summons & enter our appearance herein this 16th day of July A.D. 1881.

Wm. G. Henderson. Rebecca Conklin.

Afterward on the 16th day of July A.D. 1881 the following 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 Emma Thompson Clyde Thompson, Lulu Sewell, and Harry Sewell, minors under 14 years of age. J.H. Thompson father of said Emma Thompson & Clyde Thompson, & Rebecca Conklin

Real Estate

Sheriffs Returns

Waiver of Summ.

Entry

Ans. of Guar. ad litem

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George W. vs. William Se

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mother of said Lulu Sewell, and Harry Sewell, that they & others have been sued by George Sewell, in the Court of Common Pleas of Union County, and that unless they answer by the 13th day of August A.D. 1881 the petition of the said George Sewell 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 25th day of July, A.D. 1881. Witness my hand and the seal of said Court, this 16th day of July A.D. 1881.

(Seal) W. W. Winget, Clerk. By W. C. Winget, Deputy.

Sheriffs Return. The State of Ohio, Union County ss. Received this writ July 16th A.D. 1881 at 10 o'clock A.M. and pursuant to its command I served the same on the 16th day of July 1881 by delivering a certified copy of this writ with the endorsements thereon to each of the within named Defendants. Service $1.20 Mileage $1.92 Copy $1.20 Total $4.32

John Hobensack Sheriff.

Waiver of Summ.

George W. Sewell
vs.
William Sewell, et als

} Court of Common Pleas, Union County, Ohio.

We the undersigned Defendants in the above entitled cause hereby waive the issuing and service of summons and enter our appearance herein this 16th day of July A.D. 1881.

William Sewell, Catherine Foreman,
Calesta Thompson, Calvin Thompson,
Hannah Tossey, Ransom Tossey,
Elizabeth Henderson, Jas. H. Thompson.

Afterward on the 12th day of September 1881 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry.

George W. Sewell.
vs
William Sewell et als.

} In the Court of Common Pleas, Union County, O.

It appearing to the Court that the Defendants Emma Thompson, Clyde Thompson, Lulu Sewell & Harry Sewell, are minors under the age of fourteen years, and have been duly and legally served with summons herein, on motion of the plaintiff R. L. Woodburn is hereby apponted guardian for the suit, for said minor defendants.

And now comes the said R. L. Woodburn, and in open Court accepts said apponitment.

Afterward on the 12th day of September 1881 the following answer was filed with the Clerk of said Court which reads as follows, viz:

Ans. of Guar. ad litem.

George Sewell
vs
William Sewell et als.

} In the Court of Common Pleas, Union County, O.

And now comes the said Defendants, Emma Thompson, Clyde Thompson, Lulu Sewell, & Harry Sewell, by R. L. Woodburn their Guardian for this suit and for answer herein say that they are not informed as to the several

allegations of said Plaintiff's petition and therefore ask the protection of the Court in their behalf.

D. L. Woodburn.

Afterward on the 12th day of September 1861. the following Entry was made on the Journal of said Court which reads as follows. viz:

Entry. George W. Sewell. vs William Sewell et als.

This day this cause came on to be heard and thereupon came the Plaintiff by his attorneys Carpenter & Brodrick and the Court find that all of the Defendants have had due legal notice of the pendency and demand of the said petition, and that they are in default for answer and demurrer; and that the said petition is thereby confessed by them to be true.

Thereupon the Court find that the said Plaintiff George W. Sewell is seized of, and has a legal right to, the undivided one eighth part of the estate described in the petition, and entitled to have Partition made in said premises; that the defendants are Tenants in common with the said Plaintiff in the said premises in the following proportions to-wit: that the said William Sewell is seized of and has a legal right to the undivided one-eighth part thereof. The said Catherine Foreman to the undivided one eighth part thereof. The said Calista Thompson to the undivided one eighth part thereof. The said Hannah Fossey to the undivided one eighth part thereof. The said Elizabith Henderson, to the undivided one eighth part thereof. The said Emma Thompson to the undivided one sixteenth part thereof. The said Clyde Thompson, to the undivided one sixteenth part thereof. The said Lyle Sewell to the undivided one sixteenth part thereof. The said Harry Sewell to the undivided one sixteenth part thereof.

And no reason appearing why Partition should not be made. It is therefore considered 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 Monroe. Commanding him that by the oaths of J. P. Shields. R. L. Sewell and W. H. Elson. three judicious and disinterested freeholders of the vacinity, (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 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 can not be divided by mutes and bounds without injury to the value thereof. they appraise the same

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

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Writ of Partition

Afterward of the 12th day of September 1881 the following Writ of Partition was issued by the Clerk of said Court which reads as follows:

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

We command you, That you without delay, by the oaths of T. P. Shields R. K. Stimmel & W. H. Elson, 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 County of Union, Dove Tp. & State of Ohio, and known as part of U. M. Survey No. 3007. Beginning at a wild cherry corner to land owned by James Lowry. Thence S. 10° E. 16 poles to a stake in the South line of the Survey. Thence S. 80° W. in the said line about 37 poles to a stake. Thence N. 10° W. about 19 poles; Thence N. E. about 37 poles to the beginning, containing Four Acres, among the persons named herein and in the following proportions to-wit: To Catherine Ford (Foreman) 1/8 part. To Calista Thompson 1/8 part. To Hannah Tossey 1/8 part. To Elizabeth Henderson 1/8 part. To Emma Thompson 1/16 part. to George W. Sewell 1/8 part. To Clyde Thompson 1/16 part. To Lydia Sewell 1/16 part. To Harry Sewell 1/16 part. To William Sewell 1/8 part. in pursuance of an order lately made in our Court of Common Pleas, within and for said County of Union in a certain Petition for Partition wherein the said George W. Sewell petitioner and the said William Sewell &c. 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 September A. D. 1881.

(Seal)

W. W. Karnes Clerk.

Sheriffs Return.

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of T. P. Shields, R. K. Stimmel and W. H. Elson, as will appear by the report of the commissioners herewith returned. Service 30¢ Mileage $2.50 Ex. writ $1.20 Swearing & Summoning Com. $1.20 Report & Com 50¢ Leveying Com. $1.00 Total $6.70. Cony Fees $3.00. $9.70.

John Hobensack Sheriff.

Com. Report.

George W. Sewell. vs. William Sewell et als. } Court of Com. Pleas. Union County, ss.

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 Two Hundred & Eighty Dollars.

Given under our hands and seals this 15th day of September A. D. 1881.

Thos P. Shields R. K. Stimmel } Com.
Wm H Elson

Entry.

Afterward on the 17th day of September 1861 the following Entry was made on the Journal of said Court which reads as follows, viz:

George W. Sewell.
vs.
William Sewell, et als.

His 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 the said estate cannot be divided by metes and bounds without manifest injury to the value thereof, and that said Commissioners have made and their appraisement of said premises, to-wit: in the sum of $280 00 the Court find the said returns and proceedings in all respects correct and in conformity to law and do therefore approve and confirm the same.

And thereupon neither of said parties electing to take the said premises at their appraised value, on motion of the plaintiff, it is ordered that said premises be sold at Public auction, and that an order issue therefor to the Sheriff of Union County, Ohio. And the said Sheriff return his proceedings to this Court without unnecessary delay.

Order of Sale.

Afterward on the 17th day of September 1861 the following Order of Sale was issued by the Clerk of said Court which reads as follows viz:

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

In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the September Term A.D. 1861 in a certain Petition for Partition now pending in said Court, wherein George W. Sewell was Petitioner and William Sewell 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, to-wit: Situate in the County of Union, Dover Township and State of Ohio and known as Part of U.M. Survey No 3007.

Beginning at a Wild Cherry, corner to land owned by James Harvey thence S. 10° E. 16 poles to a stake in the South line of the Survey, thence S. 80° W. in the said line about 37 poles to a stake, thence N. 10° W. about 16 poles, thence N.E. about 37 poles to the beginning containing Four Acres. Appraised at $280 00 and that your proceedings in the premises you make known to our said Court of Common Pleas, forthwith and have you then and there this writ.

Witness my hand and the seal of said Court at Marysville this 17th day of September A.D. 1861.

W.W. Winget, Clerk. By W.E. Winget, Deputy.

Sheriff's Return.

Exd

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 of general circulation in Union County, Ohio, and on the 22d day of October A.D. 1861 at 1 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 the writ and thereupon there came Andrew Taylor who bid for said premises the sum of Three Hundred Dollars, and said sum being more than two thirds the appraised value and he being the highest and best bidder I publicly declared the purchas-
er. Servic 30¢ Mileage $2,40 Copy to Pr. 30¢ Poundage $4,50 Aff'd Pr. 30¢ Total $7,80. Deed $2,00 Total $9,80 Pos. Fee. $7,00.

John Hobensack Sheriff of Union Co. Ohio.

Printers Notice.

George W. Sewell. vs William Sewell et al. } Court of Common Pleas. Union County Ohio.

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, October 22nd 1881. at or about the hour of one o'clock P.M. on said day, the following described real estate, to-wit: Situate in the Township of Dover, County of Union, State of Ohio. and being known and described as part of Survey No. 3007. Beginning at a Wild Cherry corner to land owned by Jane Harvey; thence South 10° E. 16 poles to a stake in the South line of Survey; thence S 80° W. on said line about 37 poles to a stake; thence N. 10° W. about 19 poles, thence NE. about 37 poles to the beginning containing Four Acres. Appraised at $320.00 Terms Cash.

John Hobensack Sheriff of Union County.

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 Sept. 21st 1881.

J. H. Shearer.

Sworn to and subscribed before me, this 10th day of January. 1882.

W. W. Winger. Clerk.

Afterward on the 10th day of January 1882. the following Entry was made on the Journal of said Court which reads as follows. viz:

Entry of George W. Sewell. vs William Sewell et als. }

This day this cause came on for hearing on motion of the plaintiff to confirm the sale heretofore made herein and upon his producing the return of the Sheriff, of his proceedings and said sale under a former order of this Court and the Court being satisfied on careful examination that the same have been had in all respects according to law. the said proceedings and sale are hereby approved and confirmed.

And the said Sheriff is ordered by deed duly executed to convey said premises to the purchaser. Andrew Taylor in fee simple. It is further ordered that out of the proceeds of said sale the one third amounting to Dollars, the Sheriff pay

1st To the Treasurer of Union County Ohio. Dollars. being the taxes due on said premises 2d To the Clerk of this Court the costs of this action including a counsel fee of Ten Dollars to Carpenter & Broderick, for services herein, taxed at. Dollars.

And of the residue of the proceeds of sale, to the plaintiff George W. Sewell, and to the defendant William Sewell, Catherine Foreman, Calista Thompson, Hannah Fossey, and Elizabeth Henderson each one eighth part of the cash proceeds, to wit: the sum of Dollars and also one eighth of the notes for defered payments.

To the defendants, Emma Thompson, Clyde Thompson, Lulu Sewell and Harry Sewell, each one sixteenth of the cash proceeds to-wit. Dollars, and also one sixteenth of the notes for defered payments.

Attest. W. M. Winget Clerk.

Pleas before His Honor John Porter, Judge of 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 January 1882. Heretofore, to wit: on the 11th day of December 1880 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

George W. Vay.
against.
Henry J. King.
Mary E. King.
} Court of Common Pleas, Union County, Ohio.

Plaintiff says: 1st On the 18th day of May A.D. 1880 the defendant Henry J. King made and delivered to plaintiff his promissory note of that date, and thereby promised to pay to plaintiff or order, the sum of Four Hundred Dollars, in six months after the date thereof, for value received, with ten percent interest thereon from date (a copy of which note is here attached marked exhibit "A").

2d The defendants Henry J. King and Mary E. King on the 18th day of May A.D. 1880, to secure the payment of said note, executed and delivered to the plaintiff their mortgage deed and thereby conveyed to the plaintiff, his heirs and assigns, the following lands and tenements, situate in said County of Union and State of Ohio, and in the Village of Marysville as follows, to-wit:

"Being all of lot No. Five Two of Charles Erb's addition of out lots to the Village of Marysville, according to the Plat of said addition record in Plat Book No 1 Page 108 of the records of Union County Ohio. containing Four Acres and Ten rods."

The condition contained in said mortgage was, in substance that if the said Henry King or any one for him should pay the above mentioned note then said mortgage to be void.

3d On the 19th day of May A.D. 1880 at 2 o'clock P.M. the said mortgage was delivered to the recorder of said County to be by him entered of record and was recorded on the 31st day of May A.D. 1880 in Union County records of Mortgages. Vol 16. Page 216.

4th The said deed has become absolute. There is due and remaining unpaid upon

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unpaid upon said indebtedness the sum of Four Hundred Dollars with interest at ten percent thereon from the 18th day of May, 1880.
5th The Plaintiff asks judgment against said Defendant Henry J. King for said sum of Four Hundred Dollars, with ten per cent interest thereon from the 18th day of May A.D. 1880. 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 other and proper relief in the premises.

Carpenter & Broderick Attys for Pltff.

State of Ohio, County of Union ss. George W. Vay, the Plaintiff, being sworn makes oath that the facts stated in the foregoing petition are as affiant believes, true.

George W. Vay.

Sworn to by said George W. Vay before me and signed by him in my presence, this 18th day of December A.D. 1880.

W.W. Winget, Clerk.

Praecipe — Issue Summons to the Defendants, to the Sheriff of Union County, Ohio returnable according to law; Endorse. "Action for judgment and foreclosure of Mortgage, Amount Claimed $400.00 & 10% int. from May 18th 1880.

Copy of Note. — Exhibit "A" $400.00 Marysville, Ohio. May 18th 1880.

Six months after date I promise to pay George W. Vay, or order the sum of Four Hundred Dollars with Ten percent interest from date, for value received

"Henry J. King."

Afterward on the 18th day of December A.D. 1880 the following 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 Henry J. King & Mary E. King that they have been sued by George W. Vay, in the Court of Common Pleas of Union County, and that unless they answer by the 15th day of January, 1881, the petition of the said George W. Vay, 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 December A.D. 1880. Witness my hand and the seal of said Court, this 18th day of December A.D. 1880.

W.W. Winget, Clerk.

(Seal)

Sheriffs Return — The State of Ohio. Union County ss. Received this writ 19th of Dec. A.D. 1880 and pursuant to its command I served the same December 27th 1880 by delivering a certified copy thereof with the endorsements thereon to the within named Henry J. King also by leaving a certified copy thereof with the endorsements thereon December 27, 1880 at the residence of the within named Mary E. King Service 35¢ Mileage 20¢ Cop. 40¢ Total 1.15.

J.J. Miller Sheriff. By Dyer Reed Deputy

Afterward on the 17th day of January A.D. the following Entry was made on the Journal which reads as follows, viz:

Entry. George W. Vay vs Henry J. King dec'd } This day this cause came on to be heard and thereupon came the said Plaintiff, George W. Vay by Carpenter and Bostwick, 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 on 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 Four Hundred & Twenty & 62/100 Dollars, with interest from the 10th day of January A.D. 1881. It is considered by the said Court here that the said Plaintiff recover of the said defendant H.J. King, the said sum of Four Hundred & Twenty Dollars and sixty two cents with interest from January 10th 1881. the sum so found due as aforesaid, and also his costs taxed & &.

And it is further ordered and adjudged, that in case the said defendant fails for ten days from the entry of this decree, to pay to the said plaintiff the said sum of Four Hundred & Twenty and 62/100 Dollars with interest from the 10th day of January A.D. 1881. 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.

Afterwards on the 1st day of May 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry. George W. Vay vs. Henry J. King et. al. } This day this cause came on for hearing and it appearing to the Court that the real Estate taken on order of sale herein has been twice advertised and twice offered for sale and still remains unsold for want of bidders now, on motion of the plaintiff, the appraisement heretofore made herein is hereby set aside and a new one ordered.

Afterward on the 14th day of October 1881 the following entry was made on the journal of said Court which reads as follows.

Entry. George W. Vay vs. Henry J. King et. ac. } This day this cause came on for hearing and it appearing to the Court that the real estate taken on Order of Sale herein has been twice advertised and twice offered for sale and still remains unsold for want of bidders, now on motion of the plaintiff the second appraisement heretofore made herein is hereby set aside, and a new appr

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new appraisement and new sale of said premises are ordered.

Afterwards on the 22d day of October A.D. 1881. the following Order of Sale was issued by the Clerk of said Court which reads as follows:

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 and for said County, on the 17th day of January A.D. 1881. in the cause of George W. Way, Plaintiff and Henry J. King et al Defendants, it was ordered, adjudged and decreed as follows, to-wit: That in case the defendant H.J. King fail for ten days from the entry of this decree to pay to the said Plaintiff the sum of Four Hundred Twenty & 62/100 Dollars with interest from the 10th day of January 1881. with costs of suit. an order issue to the Sheriff of said County, commanding him to cause the lands & tenements described in Plaintiffs petition to be appraised, advertised & sold according to law, and apply the proceeds of said sale in satisfaction of the said sum found due with costs of suit.

Description. Situate in the said County of Union & State of Ohio, and in the Village of Marysville.

Being all of Lot No. Two (2). of Charles Esb's addition of Out Lots to the Village of Marysville according to the Plat of said addition recorded in Plat Book No 1 Page 166 of the Records of Union County Ohio. containing Four acres & Ten Rods. Wherefore command you that you proceed to carry said order 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 proceeding 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, Ohio this 22d day of October A.D. 1881.

(Seal.) W.M. Wright, 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 24th day of October 1881 summon W. C. Malin, Theo. Mullen & Delmore Snodgrass three disinterested freeholders, residents 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 October A.D. 1881. 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 125 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 24th day of October 1881 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 November A.D. 1881 at 1 o'clock P.M. of said day. And having advertised the said lands & 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 November A.D. 1881 at the time and place above mentioned proceed to offer said lands and tenements at public sale, and then and there came John Mitchel who bid for the same the sum of Thirty seven Dollars per Acre, and said sum being more than two thirds of the appraised value thereof, and said John Mitchel being the highest and best bidder therefor. I then and there publicly sold and struck off said lands & tenements to him for said sum of $37 per acre or $394 70/100. Service 30¢ Levy 30¢ Sum't Swarer Appr's $1.20 Writing Appr'sl. 30¢ Copy of Appr'sl 30¢ Notice to Pr. 30¢ Writing Notice 30¢ Mileage 20¢ Poundage $5.92 Total $9.12 Appr's Fees $3.00 Pr's Fees $6.50

John Kobensack Sheriff.

Printer's Notice

George McVay
vs
Henry J King

Court of Common Pleas, Union County, Ohio.

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, Nov. 26th 1881, at or about the hour of one o'clock P.M. the following described Real Estate to-wit: Situate in the County of Union, State of Ohio, and in the Village of Marysville; being all of out lot No 2 of Charles Evans addition of out lots to the Village of Marysville, according to the Plat of said addition recorded in Plat Book No 1 Page 108 of the Records of Union County, Ohio, containing four acres and ten rods. Appraised at $37 per acre. Terms of sale - Cash

John Kobensack, 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 genral circulation of the County of Union the first publication beginning with Oct. 26th 1881.

J. C. Swarer.

Sworn to and subscribed before me this 10th day of January 1882.

W. M. Wright, Clerk.

Afterwards on the 10th day of January 1882 the following entry was made on the Journal of said Court which reads as follows, viz:

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Entry.

George McVay
vs
Henry J. King et al

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

This day this cause came on for hearing on motion of the Plaintiff to confirm the sale heretofore made herein and on his producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of the 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 the said proceedings and sale be and they are hereby approved and confirmed. And it is further ordered the said Sheriff convey to the purchaser John Mitchell by deed in fee simple the lands and tenements so sold and the said purchaser is hereby subrogated to all the rights of the said Plaintiff in said premises so far as he 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 Ninety Four $^{7}/_{100}$ Dollars, it is ordered that the Sheriff out of the money in his hands pay: 1st The costs in this action taxed at Dollars, 2d To the Plaintiff the residue of said money amounting to the sum of $ Plaintiff. And it appearing that there is still due said Plaintiff on his said judgment & decree herein the sum of Dollars, it is ordered that all rights of said Plaintiff under the judgment heretofore rendered herein are hereby reserved.

Attest W. M. Winget. Clerk

Pleas before His Honor John D. Porter Judge of Ct 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 January, 1882. Whereto [illegible], to-wit: on the 23d day of August 1881 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Samuel B. Woodburn
Admr of the Estate of
John Carson, deceased.
vs.
Martin L. France, Carrie
B. Whitman, Enterprise
Building and Loan
Association and Harry
P. France, Defendants.

} Court of Common Pleas
Union County, Ohio.

On or about the day of

187. he was duly appointed and qualified and letters of administration were granted to him as administrator of the estate of John Carson theretofore deceased by the Probate Court of Union County Ohio.

First Cause of Action: The Plaintiff says for his first cause of action, That in the lifetime of the said John Carson and on or about the 8th day of May 1874 the Defendant Martin L. France executed and delivered to John Carson his promisory note of which the following is a true copy.

$400 00 Marysville Ohio May 8th 1874.

On or before September 1st 1877. after date I promise to pay to the order of John Carson or bearer Four Hundred Dollars. at six per cent interest. value received. Due Sept. 1st 1877.

Martin L. France.

Endorsed on said note credits as follows. Received on the within March 7th 1878. One Hundred & twenty one 64/100 Dollars Received on the within note Three Hundred Dollars April 12" 1880. There is due and remaining unpaid on said note One Hundred & Twenty Seven & 42/100 Dollars with interest from August 23 1881.

Second cause of action: The Plaintiff for his second cause of action in the lifetime of John Carson and on or about the 8th day of May 1874. the Defendant Martin L. France executed and delivered to John Carson now deceased his promisory note of which the following is a true copy.

$300 00 Marysville Ohio. May 8th 1874.

On or before September 1st 1876. after date I promise to pay to the order of John Carson or bearer. Three Hundred Dollars at six per cent interest value received Due. Sept. 1st 1876.

Martin L. France.

There is due and unpaid upon said note the sum of Two Hundred and Eighty nine & 50/100 Dollars with interest from August 23d 1881. The Defendants Martin L. France (and his wife Melvina L. France now deceased). On the 8th day of May 1874 to secure the payments of the notes described in this Petition executed and delivered to John Carson their mortgage deed and thereby convey to the said John Carson his heirs. or assigns the following lands and tenements situated in the Village of Marysville County of Union and State of Ohio. bounded and described as follows viz:

Being that part of Sir Lot No 21. of the Mathiott addition described as follows. Beng sixty feet & nine inches (60 ft 9 in) off the south side of lot Fronting on Military & Hogins Street. be the same more or less but subject to all legal highways.

The conditions of said mortgage are in substance as follows. that whereas the said Martin L. France has executed and delivered to the said John Carson his five promisory notes of even date herewith each to draw six Percent.

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$400.00 Due September 1st 1876. $400.00 Due September 1st 1877.
$200.00 Due September 1st 1878 Now if the said Martin L. France or his heirs or assigns executors or administrators shall well and truly pay the aforesaid promisory notes when due according to the terms thereof to the said John Carson or his heirs or assigns then the above deed shall be void otherwise the same shall remain in full force and virtue of law. On the 9th day of May 1874 at 9 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 July 29th 1874 Book 11 P... Record of Mortgages of said County.

The said deed has become absolute. There is due and remaining unpaid upon said notes described in plaintiffs petition Four Hundred & Sixteen & 92 Dollars with interest from August 23d 1881. The Plaintiff therefore asks that said mortgage may be foreclosed said premises ordered to be sold and proceed applied to the payment of said debt and execution awarded for balance. The Plaintiff further says as he is informed that Carrie B. Whitman and Harry France claim to be heirs to the property herein described in said mortgage, and asks that they may be required to answer and set forth whatever claim they may have either in law or equity. Also the Enterprise Building & Loan Association may be required to set forth their claim upon the premises described in plaintiffs Petition.

S. B. Woodburn Atty. for Pl'ff

The State of Ohio Union County ss. Samuel B. Woodburn being duly sworn according to law says that he is the Plaintiff in this action and that the facts stated and allegations in this his petition are as affiant believes true.

S. B. Woodburn

Sworn to before me by Samuel B. Woodburn and by him signed in my presence this day of August 1881.

A. C. Beightler Notary Public.

To Clerk: Issue summons upon the petition in the above case to Martin L. France, Carrie B. Whitman and Harry P. France and Enterprise Building & Loan Association returnable according to law, Endorse. Foreclosure amount claimed Four Hundred & Sixteen 92/100 Dollars ($416.92 with interest from August 23d 1881.

Issue to Sheriff & Clark Co. for Martin L. France, Harry P. France & Carry B. Whitman in the above case returnable according to law. Endorse. Foreclosure. Amount claimed $416.92 with interest from August 23d 1881

Afterward on the 26th day of August A.D. 1881 the following 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 Clark County Greeting: We command you to notify Martin L. France. Harry P. France & Carrie B. Whitman that they and others have been sued by Samuel B Woodburn Admr of the Estate of John Carson Dec'd. in the Court of Common Pleas of Union County, and that unless they answer by the 24th day of September A.D. 1881. the petition of the said Samuel B. Woodburn 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 5th day of September A.D. 1881. Witness my hand and the seal of said Court, this 26th day of August A.D. 1881.

W.M. Knight, Clerk.

Sheriff's Return. The State of Ohio. Clark County ss. Received this writ August 26th A.D. 1881. at 10 o'clock A.M. and pursuant to its command. on the 27th day of August A.D. 1881. served the within named defendants Harry P. France & Carrie B. Whitman by delivering to each of them a certified copy of this writ. with the endorsements thereon and on the same day Aug. 27th 1881 I served Martin L. France by leaving a certified copy of this writ with the endorsements thereon at his usual place of residence. Servic 60c Milage 1 10c Copy 75c Return 25c Total $2.00.

James Toby Sheriff By W.A. Stewart Deputy.

Afterward on the 26th day of August A.D. 1881 the following 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: The Enterprise Building & Loan Association that it and others have been sued by Samuel B. Woodburn Admr of the Estate of John Carson Dec'd. in the Court of Common Pleas of Union County and that unless they answer by the 24th day of September A.D. 1881. the petition of the said Samuel B. Woodburn 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 return of the Summons on the 5th day of September A.D. 1881. Witness my hand and seal of said Court this 26th day of August A.D. 1881.

W.M. Knight, Clerk.

Sheriff's Return. The State of Ohio. Union County ss. Received this writ August 26th A.D. 1881. at 10 o'clock A.M. and pursuant to its command I served the same on the 27th day of August 1881. by delivering a certified copy of the same with the endorsements thereon to Moses Thompson the President of the Enterprise Building & Loan Association the within named Defendant. Service 30c Milage 16c Copy 20c Total 66c.

John Hobensack Sheriff

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Afterward on the 27th day of September 1881. the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry. Samuel B. Woodburn Adm.
vs.
Martin & France et al.

Now came the Plaintiff herein and the Defendant being in default for answer and demurr the Court find there is due to the Plaintiff from the Defendants Martin & France on the promisory note set forth in the petition with interest to the 26th day of September of this term 1881. the sum of Four Hundred & Eighteen Dollars and Twenty one cents. The Court further find that in order to secure the payment of said note the Defendant Martin & France executed and delivered to John Carson and S.B. Woodburn administrator the plaintiff their certain mortgage as in the petition described and on the Premises therein described that said mortgage was duly recorded in Book 11 P. of the records of Mortgages of Union County, and is the first and best lein on the Premises described in the petition

It is therefore considered & adjudged that unless the defendants, Martin & France, shall within ten days from the entry of this decree pay or cause to be paid to the Clerk of this Court to costs of this case, and to the plaintiff herein the sum so found due as aforesaid with interest from the 26th day of September 1881. 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 further ordered.

Afterward on the 5th day of November A.D. 1881 the following 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 26th day of September A.D. 1881. in the cause of Samuel B. Woodburn Admr of the Estate of John Carson, Dec'd Plaintiff and Martin & France, et others Defendants. it was ordered, adjudged and decreed as follows, to wit: that unless the Defendants Martin & France shall within ten days from the entry of this decree, pay or cause to be paid to the Clerk of this Court the costs of this case and to the Plaintiff the sum of $418.21 with interest from Sept. 26th 1881 that an order of sale shall be issued to the Sheriff of Union County commanding him to sell the premises described in the plaintiff's petition and bring the proceeds into Court for further order.

Description Situate in the Village of Marysville County of Union and

State of Ohio bounded and described as follows. Being that part of Lot No 201 of the Mathiott addition being Sixty feet and Nine inches (60 ft 9 ins). off of the South side of said lot, fronting on Military and Eagle Streets be the same more or less but subject to the legal highways. Wherefore 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 of suit and interest, as specified therein; and that you make report of your proceedings hereon, 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, Ohio, this 5th day of November A.D. 1881.

W. W. Wright, Clerk.

Sheriff's Sale.

The State of Ohio, Union County, ss. In obedience to the command of the Order of Sale herein annexed I did on the 7th day of November 1881, summon W. P. Anderson, J. J. Channing, T. A. Delmore & Rodgrass, three disinterested freeholders residents 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 November A.D. 1881, 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 $2000.00. 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 November 1881 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 Tenth day of December A.D. 1881 at 1 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 the 10th day of December A.D. 1881, at the time and place above mentioned proceed to offer said lands and tenements at public sale, and then and there came Samuel B. Woodburn, who bid for the same the sum of Fourteen Hundred Dollars and said sum being more than two thirds the appraised value thereof, and said Samuel B. Woodburn 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 Fourteen Hundred Dollars, Service 30¢ Levy 30¢

Sumt & Swearing Appts $1.20 Writing Appt 30¢ Copy of Appt 30¢ Notice to Pr 30¢ Writing Notice 30¢ Mileage 10¢ Poundage $14.53 Total $17.89
Appraisers Fees. $3.00

Printers Notice

Samuel B. Woodburn Admr
vs
Martin L. France et al.
} John Hobensack Sheiff.
Union County Court of Com. Pleas.

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. December 10th 1881 at or about the hour of one o'clock P.M. the following described real estate, to-wit: Situate in the County of Union and State of Ohio, and in the village of Marysville, being known and described as that part of Sub Lot No 201 of Little Mathiott addition being sixty feet and nine inches (60 ft 9 in) off of the south side of Lot fronting on Military & Eagle Streets be the same more or less, but subject to all legal highways. Appraised at $200 Terms. Cash

John Hobensack, 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 the County of Union the first publication beginning with Nov. 9th 1881.

J. H. Shearer.

Sworn to and subscribed before me, this 10th day of January 1882.

W. M. Wright, Clerk.

On the 29th day of November 1881 the following Answer and Cross Petition was filed with the Clerk of said Court which reads as follows.

Ans'r & Cross Petition

Samuel B. Woodburn Admr
vs
Martin L. France et al's.
} Court of Common Pleas, Union County O.

And now comes the Enterprise Building and Loan Association of Marysville Ohio. and for answer to the Petition of plaintiff, by way of Cross Petition says, it is an Association duly incorporated under the laws of the said State of Ohio, and that for its first cause of action it says.

I. On the 4th day of April A.D. 1877 the Defendant Martin L. France made and delivered his promisory note of that date and thereby promised to pay to this Defendant or order the sum of Four Hundred Dollars with interest on One Hundred and forty two Dollars from the date thereof payable when said Association should be declared by its Board of Directors legally ended and further he agreed that should the weekly interest thereon as provided for by the By Laws of said Association remain unpaid for four weeks after the same became due or should his stock therein be forfeited for the non payment

the weekly installments thereon then the said note should become due and collectable immediately. A copy of said note is hereto attached, marked "A" The Defendant Martin L. France & W. L. France his wife, now deceased, on the 4th day of April A.D. 1877. to secure the payment of said note executed & delivered to this Defendant their mortgage deed and thereby conveyed to the Defendant and its assigns the following lands and tenements situate in said County of Union & State of Ohio, and in the incorporated Village of Marysville, to-wit: Being that part of Lot No. 1200 Two Hundred & One, of the Mathiott addition to said village described as follows, to-wit: Being Sixty (60). feet and Nine inches off the South side of said Lot, fronting on Military & High streets. The conditions contained in said mortgage deed were in substance as follows. That whereas the said Martin L. France has executed and delivered to said Enterprise Building and Loan Association of Marysville, his promisory note of even date with the said Mortgage for the sum of Four Hundred Dollars upon the following conditions: Said Martin L. France being a member of the Association and having at a regular meeting of the said Association bid a premium of One Hundred and Twenty Nine Dollars per share, of stock for precedence in taking an advance loan and having thereby obtained said precedence and having received from said Association an advanced loan of One Hundred & forty two Dollars the par value of two share of stock in said Association on each of which two shares of stock he agrees to pay a weekly instalment of twenty five cents and on One Hundred & forty two dollars, the amount of said advance loan exclusive of premium for precedence he agrees to pay interest at the rate of six per cent. per annum in equal weekly installments of Sixteen (16). cents each each 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 & By Laws of said Association. Now if the said Martin L. France shall punctual pay to the said weekly installments on said two shares of stock and the interest as above stated the taxes on the property conveyed by these presents, the fire insurance premium on said property conveyed by these presents the. Ground rents thereon & all the fines and forfeitures according to the constitution & By Laws of said Association then these presents shall be void.

But if the said Martin L. France shall fail to pay the said weekly installments of interest as above stated, the taxes Fire Insurance premium, Ground rents, or fines and forfeitures when the same respectively become due, or within four week
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four weeks after due then the amount of said loan shall become due, and this mortgage shall be foreclosed.
On the 11th day of April A.D. 1877. at 10 o'clock A.M. the said mortgage was delivered to the Recorder of said County to be by him entered on record & was recorded in Book 10 on Page 244 Union County Record of Mortgages. The said Deed has become absolute. There is due and remaining unpaid said indebtedness of weekly installments of stated dues fifty eight payments, the last payment having been made on the 16th day of October A.D. 1881. from that date to and including November 26th 1881. making 56 payments on said two shares 25 Cents ~~on~~ each share making the sum of $29.00 Fines on the same at 5 cents per week on each share on the two shares 10cts per week for 56 weeks $5.60 the last payment of interest on said sum was made on the 20th day of April A.D. 1878. There is now due 185 payments of interest on the said sum of $1.42½ each weekly installment of said interest being 10 cents. and for the 185 weekly payments making the sum of Twenty nine Dollars and Sixty cents. ($29.60) and making the entire sum due at this date as follows: Weekly installments of stated dues. $29.00 Fines $5.60, 185 payments of int. 10cts each. $29.60 Sixty four ~~40~~ 100 Dollars. ($64.40). and which said sum the said Defendant, the Enterprise Building & Loan Association claims with interest from the 26th day of Nov. 1881. The said Enterprise Building and Loan Association has not been declared by its Board of Directors. legally ended. This Defendant therefore asks that said mortgage be foreclosed that said premises be ordered to be sold and proceeds applied to the payment of said indebtedness and for all proper relief in the premises.

III. Second Cause of Action. This defendant, the said Enterprise Building & Loan Association, says it is an association duly incorporated under the laws of the State of Ohio, and for its Second Cause of Action says:
On the 6th day of September A.D. 1877. the Defendant Martin L. France made and delivered his promisory note of that date and thereby promised to pay to this Defendant or order the sum of Six Hundred Dollars with interest at One Hundred Ninety nine & One half Dollars from date payable when said Association shall be declared by its Board of Directors legally ended and he did further promise that should the weekly interest thereon as provided for by the Constitution and By Laws of said Association remain unpaid for four weeks after same becomes due or should his stock therein be forfeited for the non payment of the weekly installments thereon then this note to become due and collectable immediately.
A copy of said note is hereto attached marked "B"

The Defendant Martin L. France and M. L. France his wife now deceased, on the 6th day of September A.D. 1877. to secure the payment of said Note executed and delivered to this Defendant their mortgage deed and thereby conveyed to this Defendant the lands and tenements described in the foregoing first cause of Action herein. The conditions of said mortgage deed were in substance that whereas the said Martin L. France had executed & delivered to said Association his promisory note of same date for the sum of Six Hundred Dollars, upon the following conditions: Said Martin L. France being a member of said Association and having at a regular meeting of the association bid a premium of One Hundred Thirty three & one half Dollars per share of stock for precedence in taking and advance loan and having thereby obtained said precedence and having received from said Association an advanced loan of One Hundred Ninety nine & one half Dollars the par value of three shares of stock in said association on each of which three shares of stock he agrees to pay a weekly installment of twenty five cents. and one hundred Ninety Nine and one half 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 installments of twenty three (23) 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 the said mortgage, the fire insurance premium on said property, Ground rents thereon, and all fines and forfeitures according to the constitution and By Laws of said Association. Now if the said Martin L. France, 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 the property conveyed by these presents, the fire insurance premium on said property the Ground rents thereon, and all the fines and forfeitures according to the Constitution & By Laws of said association then these presents shall be void. But if the said Martin L. France should fail to pay the said weekly installments or the installments of interest as above stated, the taxes, Fire Insurance Premium, Ground rents, or fines and forfeiture when the same respectively become due or within four weeks after due then the the amount of the said loan should become due and the said mortgage should be foreclosed.

On the 6th day of September A.D. 1877 at 10 3/4 oclock A.M. the said mortgage was delivered to the recorder of said

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County, to be by him entered on record and was recorded in Book 2 on Page 433 of Union County Record of Mortgages Sept. 10th 1877. Said Deed has become absolute.

There is due and remaining unpaid upon said indebtedness, sixty payments of weekly installments of stated due of 75 cents each 25 cents on each three shares making the sum of forty five Dollars. ($45.00). Sixty payments of fifty five cents each on the said three shares making the sum of $9.00 & 193 payments of weekly installments of interest of twenty three cents, making $44.39. The dues having been paid up to & including Oct. 2d 1880 and the interest having been paid up to and including March. 16th 1878. making the entire sum due this 26th day of November 1881 & including this date as follows: weekly installments of stated dues $45.00, weekly fines on same $9.00, weekly payments of interest $44.39 Ninety Eight & 39/100 Dollars ($98.39) and which said sum the said Enterprise Building & Loan Association claims, with interest from the 26th day of November 1881. This Defendant therefore asks that said mortgage may be foreclosed the said premises ordered to be sold and the proceeds applied to the payment of said indebtedness and for all proper relief.

IIIIII. Third Cause of Action. This Defendant, the said Enterprise Building and Loan Association says it is an association duly incorporated under the laws of the State of Ohio, & for its third cause of action, says: On the 7th day of March A.D. 1876. the Defendant Martin L. France made and delivered his promisory note of that date and thereby promised to pay this defendant, or order the sum of One Thousand Dollars with interest on Four Hundred & Eighty Dollars from date, payable when said Association should be declared by its Board of Directors legally ended and he further promised that should the weekly interest thereon as provided by the Constitution & By Laws of said Association remain unpaid for four weeks after the same become due or should his stock therein be forfeited for non payment of the weekly installments thereon, then the said note to become due and collectable immediately. " A copy of said note is hereto attached marked "C"

The Defendant Martin L. France, and W. L. France his wife, now deceased, on the 7th day of March A.D. 1876. to secure the Payment of the said note, executed and delivered to this Defendant their mortgage deed and thereby conveyed to this Defendant the lands and tenements described in the foregoing first cause of action herein.

The conditions of said mortgage are in substance as follows, That whereas the said Martin L. France had executed and delivered to this defendant his

promissory note of same date for the sum of One Thousand Dollars upon the following conditions. Said Martin L. France being a member of the Association and having at a regular meeting of the Association bid a premium of One Hundred & Four Dollars per share of stock, for precedence in taking an advance loan and having thereby obtained said precedence and having received from said association an advanced loan of four hundred and Eighty 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 instalment of twenty five cents, And on Four Hundred and Eighty 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 55½ cents each, on Saturday of each week until said association should be dissolved as provided 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 forfeitures according to the Constitution and By Laws of said Association.

Now if the said Martin L. France, should pay punctually to said Association or its assigns the weekly instalments on said five shares of stock & the interest as above stated, the taxes on the property conveyed by these presents, the fire insurance premiums on said property, the Ground rents thereon and all the fines & forfeitures according to the Constitution and By Laws of said Association then said mortgage should be void.

But if the said Martin L. France, should fail to pay the said weekly instalments of interest as above stated the taxes the fire insurance premium, Ground rents, or fines & forfeitures when the same respectively become due or within four weeks after due, then the amount of said Loan should become due and the said mortgage should be foreclosed.

On the 7th day of March A.D. 1878, at 9 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 Book Page 453 on the 15th day of April A.D. 1878.

The said mortgage has become absolute.

There is due and remaining unpaid upon said indebtedness sums as follows, to-wit: The weekly installments of stated dues were paid up to and including Oct. 2d 1880 leaving on this 28th day of Nov. 1880 60 payments dues @ $1.25 Each, making $75.00

Fines of 3 Cents each share for same time per week $15.00

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March 16th 1878. leaving due this 28th day of November 1881. 193 payments of 55½ cents each making sum of $107.11 making total sum due on the third cause of Action One Hundred Ninety Seven & 11/100 Dollars. ($197.11) & which this defendant claims with interest from Nov. 26th 1881. The said Enterprise Building and Loan Association has not been declared by its Board of Directors legally ended. This Defendant therefore asks that said mortgage be foreclosed, the said premises ordered to be sold and proceeds applied to the payment of said indebtedness and for all proper relief in the premises and that the interests of this Defendant may be in all their several causes of Action fully protected. Amt. due on First Cause of Action $64.40 Amt due on Second Cause of Action $98.37 Amt due on Third Cause of Action $197.11 Total $359.90

Which said sum this defendant claims with int. from Nov 26th 81. as due and prays decree for the same and also that said premises may be ordered to be sold and the proceeds applied to the Payment of said indebtedness and for all proper relief & protection of its interest in the premises.

Johnson & Piper Attys. for Deft.

State of Ohio. Union County ss. L. Piper being duly sworn says he is the Secretary of the said Enterprise Building and Loan Association duly appointed and qualified as such by its Board of Directors and that the facts stated and allegations in the foregoing Answer & Cross Petition of the Enterprise Building & Loan Association are, as he verily believes, true.

L. Piper.

Sworn to before me by L. Piper and by him subscribed in my presence this 29th day of November, A.D. 1881.

W. W. Wright, Clerk.

Copies of Notes

$400.00

Marysville, Ohio. April 4th 1877.

For Value Received. I promise to pay to the order of the Enterprise Building & Loan Association of Marysville, Ohio, Four Hundred Dollars, with interest on One Hundred Forty Two Dollars, from said 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 herein as provided for by the Constitution & 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 weekly instalments thereon, then this note to become due and collectable immediately.

No. 4. "A"

W. L. France.

$600.00 Marysville, Ohio, September 6th 1877.

For Value Received I Promise to pay to the order of the Enterprise Building & Loan Association of Marysville, Ohio. Six Hundred Dollars, with interest on One Hundred Ninety Nine & one half 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 hereon, as provided for by the Constitution and 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 weekly installments thereon, then this note to become due and collectable immediately.

No. 11. "B"

M. L. France.

$1000.00 Marysville, Ohio March 7th 1876.

For Value Received I Promise to pay to the order of the Enterprise Building & Loan Association of Marysville Ohio One Thousand Dollars, with interest on Four Hundred & Eighty 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 hereon, as provided for by the Constitution and 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 weekly installments thereon, then this note to become due and collectable immediately.

No. 20. "C"

Martin L. France,

Afterward on the 13th day of January 1882 the following Entry was made on the Journal of said Court which reads as follows, viz:

3874. Samuel B. Woodburn Admr.
vs.
Martin L. France et. al.

On motion of the plaintiff and on this producing the return of the Sheriff of the Sale made under the former order of this Court; and the Court on a 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 & confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, Samuel B. Woodburn by deed in fee simple the lands and tenements so sold, and the said purchaser is hereby subrogated to all the rights of the said lien holders on said premises so far as they may be for the protection of his title;) and a writ of possession is awarded to put said purchaser in

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possession of said premises. And the Court coming now to distribute the proceeds of said sale amounting to Fourteen Hundred Dollars, it is ordered that the Sheriff out of the money in his hands pay: First. The costs of this action taxed at $45.30 Secondly. The taxes assessed against the said property sold and deeded to S.B. Woodburn amounting to Eighteen & 96/100 Dollars. Thirdly to the Plaintiff, Samuel B. Woodburn the sum of Four Hundred & Twenty five 39/100 Dollars being the amount found due him on his petition, with interest. Fourthly. The Court find that the Defendant M. L. France has failed to pay to the Defendant the Enterprising Building & Loan Association the weekly installments of dues, and interest, as in the petition set forth and that there is due to said Enterprise Building & Loan Association as dues to the date of this decree Jan. 13th 1882, the sum of $186 17/100. The Court further find that there is due the said Defendant, the Enterprise Building & Loan Association, from the Defendant. M. L. France as and by way of fines for non payment of said dues, as in the petition alleged the sum of $30 00/100 making in all for dues & interest fines the sum of Three Hundred Eighty & 67/100 Dollars. ($380 67/100). The Court further find that in order to secure the regular payment of said dues and due installments as well as those hereafter to become due the said Martin L. France and M. L. France, his wife executed and delivered to the said Enterprise Building & Loan Association, their certain mortgages in the petition described and in the premises therein described. The Court further find that the present value of the installments of dues & interest hereafter to become due amounts to the sum of Six Hundred & 27/100 Dollars which in addition to the sum now due makes sum of Nine Hundred Eighty & 89/100 Dollars as the total present value, of the said mortgages in the petition set forth and that said sum is a lein on said premises secondary to the lein of Plaintiff in this case. It is therefore ordered that said Sheriff pay to the said Enterprise Building & Loan Association the said sum of Nine Hundred Eighty & 89/100 Dollars ($980 89/100) if there be Or all balance of said purchase money, if not sufficient remaining in the hands of said Sheriff to pay all said claims in full.

Attest. W.M. Wright, Clerk.

Pleas before Hon Lorin Jehu Potter 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 9th day of January A.D. 1861. Heretofore, to-wit: On the 17th day of December 1860. the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

A.J. Carpenter
vs
H.O. Osgood
Almeda Jane Osgood
and H.H. Liggett.

Court of Common Pleas Union County Ohio.

The Plaintiff says: This action is founded upon a promissory Note of which the following is a copy with the indorsement thereon, to-wit:

"November 20th 1860"

"One Year after date We promise to pay to the order of H.H. Liggett.
"or bearer, One Hundred Dollars value received payable at
"8% interest.
"$100 (Signed) "H.O. Osgood"
"Almeda Jane Osgood"

Indorsed on back as follows: "Presentment, Demand, Notice and Protest waived". H.H. Liggett.

After the execution and delivery of said Note and before its maturity plaintiff for a full fair and valuable consideration purchased the same of said H.H. Liggett, who then endorsed and delivered said note to plaintiff, and said plaintiff is now the legal owner & holder thereof. The Defendants H.O. Osgood & Almeda Jane Osgood, are liable on said note as makers, and the Defendant H.H. Liggett, as said indorser and the said indorser when he sold and delivered said note to plaintiff waived demand, notice & protest thereof.

There is now due from the Defendants to the plaintiff on said note the sum of One Hundred, which he claims, with interest from the 20th day of November A.D. 1860 and for which he asks Judgment.

A.J. Carpenter.

The State of Ohio, Union County ss. A.J. Carpenter the above named Plaintiff being sworn says that the facts stated & allegations in his foregoing petition are true as he verily believes.

A.J. Carpenter.

Sworn to by A.J. Carpenter before me and signed by him in my presence this 17th day of December 1861.

W.W. Knight, Clerk.

Praecipe

To Clerk. Issue summons upon the petition in the above case, returnable according to law. Indorse amount claimed $100.00 with interest at 6% from Nov. 20th 1860.

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Afterward on the 17th day of December A.D. 1881. the following 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 N.D. Osgood, Almeda Jane Osgood & H.H. Liggett that they have been issued by A.J. Carpenter in the Court of Common Pleas of Union County, and that unless they answer by the 14th day of January A.D. 1882. the Petition of said A.J. Carpenter 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 26th day of December A.D. 1881. Witness my hand and the Seal of said Court, this 17th day of December A.D. 1881.

(Seal) W.W. Wright, Clerk.

Sheriff's Return. The State of Ohio. Union County ss. Received this writ Dec. 17th A.D. 1881. at 10 o'clock A.M. And pursuant to its Command, I served the same on the 21st day of December 1881. by delivering a certified copy thereof with the endorsements thereon to each of the within named Defendants. Service 60¢ Mileage $2.40 Copy 60¢ Total $3.60.

John Hobensack, Sheriff.

Afterward on the 6th day of January 1882 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry. A.J. Carpenter vs. N.D. Osgood et als.

And now comes the said A.J. Carpenter and the said N.D. Osgood, Almeda Jane Osgood and H.H. Liggett, having failed to answer or demurre to the petition of the said A.J. Carpenter it is considered that the said A.J. Carpenter ought to recover of the said N.D. Osgood & Almeda Jane Osgood as makers and of the said H.H. Liggett as indorser the said sum of One Hundred Dollars so demanded in his petition together with the sum of Nine & 00 Dollars which the Court finds due as interest thereon @ 8% to the 9th day of January A.D. 1882. (the first day of the present term of this Court) as prayed for in said petition. It is therefore considered that the said A.J. Carpenter recover against the said N.D. Osgood & Almeda Jane Osgood as principals, and against said H.H. Liggett as indorser the said sum of One Hundred & Nine & 00 Dollars with 8% interest from Jan. 9th A.D. 1882. together with the costs in and about his suit in this behalf expended taxed to $-

Attest. W.W. Wright, Clerk.

Be it remembered that on the 19th day of January 1882. Before the Hon. 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 9th day of January 1882. Before the Court to-wit: on the 19th day of January the following Petition, Answer and Entry was filed with the Clerk of said Court which reads as follows, viz:

Petition.

George T. Easter
vs.
C. J. Monroe and
E. G. Monroe.

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

George T. Easter the above named Plaintiff says that there is due to him from C. J. Monroe and E. G. Monroe Defendants, on a promissory note made by the Defendants to him dated the 26th day of August A.D. 1881. which note, with warrant of Attorney thereto annexed, is hereto attached, the sum of Three Hundred and Fifteen Dollars with interest thereon at 8% from the 26th day of August A.D. 1881. The Plaintiff further says that he is now the legal owner and holder of said note that the same is due and unpaid and that no payments have been made thereon. Whereupon the plaintiff asks Judgment against said Defendants for the sum of Three Hundred and Fifteen Dollars with interest at 8% from the 26th day of August A.D. 1881.

S. S. Gardiner Atty for Pl'ff.

The State of Ohio Union County ss. S. S. Gardiner being duly sworn says that he is the Attorney for the above named Plaintiff that he believes the statements in the foregoing Petition to be true. that this action is founded upon a promissory note which is in his possession.

S. S. Gardiner

Subscribed by S. S. Gardiner in my presence, and sworn to before me, this 19th day of January. A.D. 1882.

W. W. Knight, Clerk.

Note.

$315.00/100 Ninety Days after date for value received, we jointly and severally promise to pay George T. Easter or Bearer at the Bank of Richwood Three Hundred and Fifteen Dollars, with interest, at the rate of 8% per annum, on all unpaid principle and interest 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 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 cost accrued. said judgment to draw the rate of interest specified in note after rendition thereof until paid. We do also hereby waive

Answer.

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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 at Richwood Ohio. this 26th day of August. 1881.

C J Monroe [Seal]
L G Monroe [Seal]

Answer

George T. Castes
vs
C J. Monroe et al

In Court of Common Pleas. Union County O.

And now come C J Monroe & L G. Monroe. the above named Defendants. by the undersigned L Piper 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 Three Hundred & twenty five 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 Defendants for costs of this action, and all errors are hereby released, and defendants right of appeal in this case, is hereby waived. Jan 19th A.D. 1882.

L Piper Atty for Defts.

Entry.

George T. Castes
vs.
C. J. Monroe. and
L. G. Monroe.

This day came the Plaintiff by S.S. Sanderson Attorney and thereupon came L Piper 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, confessed that there is due from said Defendants to said Plaintiff as is alleged in said Plaintiffs petition the sum of $325 50/100. It is therefore considered that the Plaintiff do recover of said Defendant the said sum of $325 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 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 Hes 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 body of the County of Union & State of Ohio on the 9th day of January A.D. 1882. Hereto fore to-wit on the 25th day of August 1881 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Newton Smith Plaintiff

vs.

Mary C. Haines, Susannah Funk, John Shaw, Adaline Geasey, Wm. Henry Shaw, Charles R. Shaw, Sarah C. Layman, Samuel C. Shaw, Mary J. Cary, Elizabeth A. Cary, Rachel C. Cary, John Cary, James C. Cary, Henry Barth, Charles Barth, William H. Barth, Henry D. Barth, Rosannah C. Shudde, Caroline A. Shortneck, & M. C. Lawrence. } Court of Common Pleas Union County, Ohio.

The Plaintiff says he was the owner in fee simple of the undivided one third part of the following real estate in Union County, Ohio. viz: Part of Survey No. 9446. Beginning at a stake, beech bears S. 40½ W. 27 links S.E. corner of 100 acres this day conveyed to the heirs of Frederick Moore dec'd and in the East line of said survey, thence with said line S. 9. E. 186½ poles to a stake, corner of 100 acres conveyed to Charles Barth, thence with Charles Barth's North line S. 88° W. 156 poles to a stake N. west corner of said 100 acres in the west line of said survey, thence with said line N. 9° W. 190 poles to a stake S. West corner of said Moore's 100 acres thence with the south line of said 100 acres N. 81. E. 157 6/10 poles to the beginning containing 185 acres more or less.

That on the 28th day of March 1877. the Plaintiff sold & conveyed by his warranty deed his undivided third part of said 185 acres to Henry Barth. but who has since died intestate leaving said Henry Barth, Charles Barth, Wm. H. Barth, Henry D. Barth, Rosannah C. Shudd and Caroline A. Shortneck his children & sole heirs at law having the next estate of inheritance in said land. That on the same day Mary C. Haines, John Shaw, Susannah Funk Wm. Henry Shaw, Charles R. Shaw, Sarah C. Layman, deliver'd to said Henry Barth their deed conveying to him in fee their seven fifteenths part of said land and M. C. Lawrence was interested in all of said shares as well as the shares of Adeline Geasey, who owned one fifteenth part, & of Samuel C. Shaw, who owned one sixteenth part of Mary J. Cary, Elizabeth A. Cary, Rachel C. Cary, John Cary, James C. Cary, who owned together one sixteenth part of said land, two shares thereinbeing an equity for one fourth part thereof.

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And the said heirs of Henry Barth. dec'd have conveyed to H. I. Vanfleet an interest in said lands. That on said 28th day of March 1877. the said Henry Barth in consideration of said conveyance to him of the sum which said Henry Barth was bound by the decree of this Court to pay for the shares aforesaid of Adeline Geesey. Samuel C. Shaw. Mary J. Carey. Elizabeth A. Carey. Rachel C. Carey. John Carey & James Carey, executed to said M. C. Lawrence, as Master for said Grantors & of said other interested in said land. his mortgage deed, for said 183 acres of land in fee simple subject to a defeasance on payment of the sum of forty two hundred and sixty four & 100 Dollars with Eight per cent interest till paid, to be paid in Ninety days which mortgage so duly executed to said Lawrence was by him placed on Record & is recorded on page 226. of Vol. 13 of records of mortgages of said County on the 21st day of April 1877. That said sum is long since due & remains unpaid, no part thereof having been paid but all of the same is due from said estate of said Henry Barth, now dec'd.

The said plaintiff says that one fourth of said one third belonging to him is to be paid to M. C. Lawrence leaving for him, the plaintiff, the fourth of said forty two hundred & sixty four & 100 dollars, with 8 per cent interest from March 28th 1877. to-wit One Thousand & forty four & 15/100 Dollars, with eight per cent interest from March 28th 1877 & the remainder of said sum secured by said mortgage is due and payable to said M. C. Lawrence & Mary C. Haines. Susannah Funk. John Shaw. Adeline Geesey. Wm Henry Shaw. Charles R. Shaw. Sarah C. Layman. Samuel C. Shaw. Mary J. Carey. Elizabeth A. Carey. Rachel C. Carey. John Carey & James C. Carey. That since the death of said Henry Barth his said heirs have held possession of the same. The Plaintiff has been wholly unable to obtain his share of said purchase money for said land & due by virtue of said mortgage and says therefore that said mortgage has become absolute subject to the rights of said defendants to redeem the same and therefore he prays an order of foreclosure & for a decree in his favor for the one fourth part of the said $426.6/100 secured by said mortgage with the interest due thereon & for an order of sale of said lands & for other proper relief.

J. W. Robinson Atty for Pltff.

The State of Ohio Union County ss. J. W. Robinson being duly sworn deposes and says that he is the attorney of the plaintiff duly authorized in the foregoing suit and personally knows the facts & says the allegations of the foregoing petition are true. That the Plaintiff is not a resident of the County of Union & is absent

their from & that he does not know the residence of the following Defendants viz: Mary E. Haynes, John Shaw, Susanah Funk, Adeline Sapp, Wm. Henry Shaw, Charles R. Shaw, Sarah C. Laymon, Samuel E. Shaw, Mary J. Carey, Elizabeth A. Carey, Rachel C. Carey, John Carey, & James C. Carey, but says they are all from residents of the State of Ohio, & that notice by Summons cannot be had on them & that service can be had on them by publication and therefore he asks an order of Publication on them.

J. W. Robinson.

Sworn to before me and signed in my presence this 25th day of August 1881.

W. M. Knight, Clerk.

Praecipe — Issue Summons for the following non Union County Ohio. M. C. Lawrence, Wm. H. Barth, Charles Barth, Henry Barth, Rosannah C. Shuddy, Caroline A. Shortnick, & endorse "Petition to foreclose mortgage."

Issue Summons to the Sheriff of Marion County Ohio, for Charles Barth, Henry Barth, Rosannah C. Shuddy, Caroline Shortnick & H. Van Fleet, endorse "Petition to foreclose mortgage"

Afterwards on the 25th day of August A.D. 1881, the following 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 M. C. Lawrence, Wm. H. Barth, Charles Barth, Henry Barth, Rosannah C. Shuddy, and Caroline Shortnick, that they & others have been sued by Newson Smith, in the Court of Common Pleas of Union County, and that unless they answer by the 24th day of September A.D. 1881, the petition of the said Newson Smith, 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 5th day of September A.D. 1881. Witness my hand and the seal of said Court, this 25th day of August, A.D. 1881.

W. M. Knight, Clerk.

Sheriff's Return — The State of Ohio, Union County ss. Received this writ August 25th A.D. 1881, at 10 o'clock A.M. and pursuant to its command, I served the same on the 30th day of August, 1881, by delivering a copy thereof with the endorsements thereon to Wm. H. Barth and M. C. Lawrence, none of the other within named were found in my County. Service 4/5 Mileage $4.00 Cop. 40c Total $5.05.

John Hobensack Sheriff

Afterwards on the 6th day of September 1881, the following 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 Marion Greeting: We command you to notify Charles Barth, Henry Barth, Rosannah C. Shuddy, Caroline Shortnick & H. Van Fleet, that they & others have been sued by Newson Smith

in the Court of Common Pleas of Union County, and that unless the answer by the 8th day of October A.D. 1881 the petition of the said Newson Smith 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 September A.D. 1881.

Witness my hand and the seal of said Court, this 6th day of September A.D. 1881.

W. M. Knight, Clerk. By W. E. Knight Deputy.

Sheriff's Return

The State of Ohio Marion County ss. Received this writ Sept. 7th A.D. 1881. at 1 o'clock P.M. and pursuant to its command I served the same on the 7th day of September 1881. by delivering a true and certified copy hereof, with the indorsements thereon to the within named H. I. Van Fleet, personally and by leaving a copy, as aforesaid at the usual place of residence of the within named Rosannah C. Shuddy (Schotte). The residue of the within named not found in my bailiwick. Service 75¢ Mileage $2.80 Copy 80¢ Return & Postage 12¢ Total $4.25.

J. L. Harrison Sheriff Marion County, Ohio.

Legal Notice

To Mary E. Gaines, Susannah Funk, John Shaw, Adelia Jersey, Wm Henry Shaw, Charles E. Shaw, Sarah C. Laymaster, Samuel E. Shaw, Mary C. Carey, Elizabeth A. Carey, Rachel E. Carey, John Carey, Ed James C. Carey, you are notified that on the 25th day of August 1881. Newson Smith, filed his petition against you and others in the Court of Common Pleas of Union County, Ohio, alleging that Henry Barth of said County of Union, on the 28th day of March 1877, executed his mortgage deed to W. C. Lawrence as Trustee for the heirs of Edward Smith, being the above named Defendants, and Newson Smith, and as Trustee for said Henry Barth, conveying to said Lawrence the following lands to secure a note of forty two hundred & sixty-four dollars and sixty one cents ($4264,61), due in twenty days with eight per cent interest till paid, said land being described as follows, viz: Part of Survey No. 7948 beginning at a stake south-east corner of One Hundred acres conveyed to the heirs of Fredrick Moore, deceased and in the east line of said survey; thence with said line, South 9° E. 186½ poles to a stake corner of One Hundred acres conveyed to Charles Barth; thence with Charles Barths north line South 81° West 136 poles to a stake northwest corner of said one hundred acres in the west line of said Survey; thence with said line north 9° west 190 poles to a stake south west corner of said Moore lot; thence with the south line, thereof North 81° E. 137 poles to the beginning, containing one hundred and eighty five acres more or less. The plaintiff owns one fourth of said mortgage last due and said Lawrence one fourth and the above named Defendants one half thereof. The prayer of said

petition is that Plaintiff may have a decree of foreclosure and an order of sale. Defendants are required to answer by the first Saturday of November 1881.

Robinson & Piper Attorneys for Pltff.

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 August 31st 1881.

W. O. Shaum.

Sworn to and subscribed before me this 31st day of October 1881.

W. M. Knight. Clerk.

Afterward on the 23d day of September 1881. the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry.

Neverson Smith.
vs.
Mary E. Haines et als.

This day this cause was continued for service. the time for answer was extended to November 15th 1881 for Reply to answer and Cross Petition to December 1st 1881.

Afterward on the 14th day of November 1881. the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Answer.

Neverson Smith
vs.
Mary E. Haines et als

And now comes the said Defendants Charles Barth, William Barth, Henry Barth, Rosannah Schote and Caroline Kurlzhaty and jointly and severally answer said petition of said plaintiff and say, that said Henry Barth named in the petition is dead and died long prior to the filing of said petition and before the judgment hereto fore referred to and said Defendants answering herein further say. That they deny that said plaintiff was ever the owner in fee of the undivided one third part of the premises in the petition described. They further say that on the 28th day of March A.D. 1877, said plaintiff sold and conveyed by warranty deed the undivided third part of said 185 Acres described in the petition to Henry Barth, and that he had any right title or authority to sell said premises or any part thereof or that he had any title or interest to convey and that any conveyance or attempted conveyance of said plaintiff was wholly without authority and conveyed no title or interest in said premises. And that said Mary E. Haines, John Shaw, Susannah Funk, Wm Henry Shaw, Charles R. Shaw, Saml. Shaw, Sarah C. Layman

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conveyed any title, legal or equitable in said premises to said Henry Barth then now deceased or that they had any interest to convey in said premises. These Defendants say that on the 28th day of March 1871 the said Henry Barth, without consideration and by the means hereinafter stated made a mortgage to one M.C. Lawrence, who represented and pretended to be Trustee for the parties named in said petition but who was not a Trustee for them and had no right to act for them as such Trustee and was not authorized to take such a mortgage and gave no consideration for said mortgage and which was wholly invalid and void.

The said M.C. Lawrence presented said mortgage herein and on the 17th day of August A.D. 1877. filed his petition in the Court of Common Pleas of Union County Ohio. to foreclose the same and afterward procured a decree of foreclosure therein in said Court of Common Pleas from which judgment and Decree these Defendants appealed to the District Court of Union County, Ohio. and duly perfected their appeal in which District Court said cause is now pending and which suit to foreclose the same mortgage sought to be foreclosed in this suit. and in whose favor said plaintiff claims under said mortgage. These defendants further answering said petition of said plaintiff say: That said mortgage and the notes which were given therewith and sought to be secured thereby were given for no other consideration than a decree of said Court of Common Pleas as stated in the petition in said case now pending in said District Court and the answer and Cross Petition filed therein, and which Decree and judgment of said Court of Common Pleas for which said notes were given was obtained by fraud in an action of ejectment against said Henry Barth which judgment and decree was obtained solely upon the evidence of a pretended Patent issued to one Mary E Haines et al as the supposed heirs of one Lieut. Edward Smith. and which was the only title which said Mary E. Haines et al the pretended plaintiff in that case had. to said premises in the petition described and which pretended Patent was issued without warrant or authority of law. and was wholly null & void and issued contrary to the statutes of the United States in such case made and provided and which facts the said Henry Barth did not know until after the execution of said mortgage given to satisfy said judgment and decree.

These defendants further say that said Henry Barth and his wife Barth. in ignorance of the facts and without any value or legal consideration executed said mortgage to said M.C. Lawrence supposing

he had authority to act and relying upon this represen
tation of said M. C. Lawrence Atty & dgdy for him
and the said plaintiff and the said M. C. Lawrence repre-
senting and pretending that he was the Trustee of the
heirs of Lieutenant Edward Smith deceased. on whose name
he had pretended to act and in their behalf he had
conducted a suit against the said Henry Barthelick
in said Court of Common Pleas. in the case of Mary Haines
et al against Henry Barth et als in ejectment to recover the
possession of Military Survey No 9940 in said County of Union
in which suit the said plaintiff had obtained the judg-
ment of said Court that said Henry Barth and others
should pay a certain sum amounting to about $ 4264 61/100
upon the plaintiff in said case of Mary Haines et al against
Henry Barth et al to-wit: Mary Haines, Washington Haines.
John Shaw Sarah Funk, Adoline Casey, Jany Shaw
William H Shaw, Charles R. Shaw, Sarah C. Layman George
Layman Samuel R. Shaw. Elizabeth Shaw
Mary Carey, Rachel C. Carey, John R. Carey and
James Carey minors who sued by John F. H. Carey their next
friend and Reverson Smith (the plaintiff in this case)
and Mary A Smith conveying to the Defendants in
said case by good and sufficient deeds of general
warranty the lands described in said petition being
Survey No 9940. upon the payment of 1/3 upon the delivery
of such deeds 1/3 thereafter and one third in twenty
four months thereafter, and these defendants further say
that said M. C. Lawrence pretending and representing
that he had procured such deeds as ordered by this
Court conveying the title in fee simple in said prem-
ises and representing to said Henry Barth and by
means thereof induced the said Henry Barth and
his wife Barth to sign said deed and mortgage
set forth and described in the petition for the payment
& the amount ordered to be paid by the Court in said
case described in the petition in this case. The said M. C.
Lawrence well knowing that he was not Trustee of said
pretended heirs and well knowing that the paper which he
then delivered to the said Henry Barth purporting to be
a deed from the heirs of Edward Smith deceased and
which he represented as good and sufficient warranty
deed as ordered by the said Court in said case agreed
to were not of any validity whatever and that they
were not legally signed or executed by said parties
plaintiff in said action of ejectment nor executed
by any one authorized to act for the heirs of Lt Edward
Smith and no deed at all from Adeline Casey Samuel
R. Shaw, Elizabeth Shaw. Mary Carey, James Carey
Rachel Carey. John R. Carey. John F. H. Carey and others

parties plaintiff in said ejectment suit and yet the said M.C. Lawrence well knowing the premises representing said papers purporting to be deeds to be good and sufficient deeds of general warranty for said survey No. 9940 made by all of said parties plaintiff in said ejectment suit in pursuance of said order of said Court, and the said Henry Barth relying upon and believing said representations of said M.C. Lawrence was thereby and by means of said fraudulent and false representations and by means thereof procured from said Henry Barth and Barth the note and mortgage described in the petition without any consideration therefor not even canceling or releasing the lein or. of said lein, for which said mortgage was asked to be given in satisfaction and no deed conveying any title by any person who had a title or authority to make a deed for the same had been made to said Henry Barth or their heirs and representatives

And these Defendants further answering said petition say: That all the parties plaintiff in said ejectment suit and new parties to the suit and they further say that said Washington Hanies his agent and Attorney and other parties unknown to these defendants, confederating and conspiring with him as these Defendants believe and so charge, procured by fraud and in violation of law and without any authority to authorize the same to be issued to the reputed heirs of one Edward Smith deceased which purports to be a patent for said land described as Survey No 9940 and by said Washington Hanies or some one personating him, and representing themselves to be heirs of said Edward Smith deceased procured from the Loudon County Virginia County Court Jany 15th 1871 a pretended judgment and order of said Court certifying that he and others named in said certificate whose place of residence was said to be unknown, were the heirs of one Edward Smith deceased, upon which illegal and wholly unauthorized certificate alone said patent was issued. There being then no law which authorized the issuing of a Patent on Virginia Military Lands upon and such or any evidence to such parties the same being wholly void as declared by the Circuit Court of the United States for the Northern District of Ohio and other Courts. These Defendants believe and charge that the whole proceeding of procuring said patent as well as the said certificate of pretended heirship was a fraud from beginning to end and known to be so by said parties engaged in it. That said pretended Washington Hanies and the others for him he in the matters were not the heirs of said Edward

Smith who was the original owner of said Survey No 7940, nor were any of the parties whose names are mentioned as parties plaintiff in said Ejectment suit any relation to the said Edward Smith deceased and these defendants further deny that there were any such persons as are represented in said case that are heirs of said Edward Smith and that they are only heirs pretended, whose relation and relationship can not be established so as to connect them with the said Edward Smith who was the owner of said survey No 7940 and that it is necessary to protect these Defendants as heirs and legal representatives of said Henry Barth deceased from the judgment of a large sum of money to persons who were not entitled to receive it. and have no claim to it. that their relatives or relationship of said pretended heirs of Edward Smith be shown and established. That the heirship and legitimacy and pedigree may be established to ascertain if any such persons ever had any existance in fact which these defendants.

deny. and if there ever was or is now any such person these defendants say they never had any claim against said Henry Barth or the said lands and tenements described in the petition. That said Henry Barth was the legal owner in fee simple of said premises by a good and defeasable title. That which said right, title or interest said Edward Smith ever had in or to said Survey No 7940 had became wholly dissolved from him and no title ever passed to his heirs if he had any. That said lands had became forfeited to the State of Ohio. and sold for non payment of taxes more than forty years prior to the bringing of said suit That the Survey of land and the certificates thereof were never returned to the general land office and no patent could be issued thereon after 1852. and prior to January 1862. that the terms to issue patents for such land ceased in 1852 and was not revived until 1862. These defendants further say that said judgment in said Ejectment suit and obtained upon the evidence of said void patents alone which was procured by fraud which fraud and impositions upon the land office and upon the Court of Common Pleas of Union County and upon said Henry Barth was not discovered by said Henry Barth until the month of January 1877. or about that time. These defendants further say that said judgment in said ejectment suit was the pretended and only

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consideration for said mortgage and the notes secured thereby. That said judgment was procured by fraud and great injustice upon the Court and said Henry Barth That the same is negatory and pretended. That said mortgage should be dissolved and cancelled and decreed fraudulent and void. That said judgment in said ejectment suit should be set aside and cancelled and declared null & void. and of no effect. That said judgment and said mortgage are to and upon said lands and premises described in the petition. That the claims of said Plaintiff and said other Defendants cast a cloud upon the title of these Defendants to their said lands to the great injury That their title as the heirs and legal representatives of said Henry Barth deceased in and to said premises should be quieted and for ever set at rest. That all the parties who claim any interest in said lands are now before the Court and all those Plaintiffs and Defendants claiming adversely to these Defendants should be perpetually ejected from ever interfering with or disturbing these said Defendants in the peaceful and quiet possession of said premises and be enjoined from bringing any other or further suits therefor or from setting up any claim to the said premises.

Wherefore these Defendants pray. That all of said parties Plaintiff and said other Defendants be required to answer the answer and cross petition and show each claim they have in or to said premises in the petition described That said notes and mortgage be cancelled and delivered up. That said judgment and decree in said ejectment suit vacated set aside and held for naught and that said premises be wholly released therefrom. That said Plaintiff and said other defendants to be perpetually enjoined from disturbing these defendants in the peaceful enjoyment of said premises and be perpetually enjoined from making any claim to said premises or setting up any title thereto or from suing or attempting to sue therefor or from attempting to collect said judgment or said note and mortgage and that their suit now pending at the District Court of Union County wherein said M. C. Lawrence as Trustee is Plaintiff be stayed and perpetually enjoined That the judgment upon said mortgage be cancelled and be declared null & void and held for naught and the said M. C. Lawrence be forever enjoined from collecting or attempting to collect said notes and mortgage or said judgment and decree rendered thereon and that the title of these Defendants and their heirs and assigns to said premises

be forever quieted and set at rest and all doubt removed therefrom. and for all such other and further reliefs the nature of this case in law or equity may require.

C. Van Fleet. atty for Defts answering

The State of Ohio. Union County ss. Rosannah Schottle being duly sworn says he is one of the Defendants in this case duly authorized to act for those answering herein and that the other parties answering herein are now absent from the County, and that the facts stated and allegations contained in the foregoing answer are true as he verily believes.

Rosannah Schottle.

Sworn to before me and subscribed in my presence this 11th day of November A.D. 1881.

Joshua Copeland. J.P. Marion Co

Reply

Afterward on the 7th day of December 1881 the following Reply was filed with the Clerk of said Court which reads as follows

Nevenson Smith

vs

Mary E. Haines et als

Court of Common Pleas Union County Ohio

Now comes the plaintiff and for reply says he admits that suit was brought by W. C. Lawrence as Trustee in this Court & that a decree was rendered thereon from which an appeal was taken to said District Court wherein the same is pending but this plaintiff is not a party thereto and he understands & alleges that one of the grounds of defence relied on in said cause is such defect of parties & neither are are either of the other & parties interested in the said mortgage named in said petition parties to said suit. Plaintiff says the allegations of said answer of Henry Butler & others filed Nov 14th 1881 are by plaintiff denied & therefore prays decree as originally prayed for in his original petition

J. W. Robinson Atty. for Pltff

The State of Ohio. Union County ss. J. W. Robinson being duly sworn deposes and says he is the Atty of Pltff in this case duly authorized in the premises. That Plaintiff is not present in or a resident in said County of Union and therefore he makes this verification & that he believes the allegations in the foregoing Reply are true.

J. W. Robinson

Sworn to before me this 7th of December 1881 & signed in my presence by J. W. Robinson

W. M. Wright, Clerk.

Afterwards on the 27th day of December 1861 the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Answer

Reverson Smith
vs.
Mary E. Haines et al.
} Court of Common Pleas Union County O

Now comes A.J. Carpenter as Administrator of the Estate of M.C. Lawrence dec'd. and for answer to said petition says, he has no personal knowledge of the said facts but he is informed believes and avers that the allegations of said petition are true that said mortgage was made to said Lawrence as trustee for the heirs of Edward Smith named in said petition at the request of said Henry Barthow in consideration of the premises alleged in said petition and that the one fourth of said mortgage is due to said M.C. Lawrence's Estate and the remaining three fourths to said Reverson Smith & others as named as Edward Smith's heirs is now due to said Administrator from said heirs of said Henry Barthow said mortgage said fourth of the sum claimed in said petition & this defendant now asks that this his answer may be treated as his cross petition and that a decree may be rendered in favor of said estate of M.C. Lawrence dec'd for said sum so found due on said mortgage and that such other relief may be granted as equity may require.

A.J. Carpenter as Admr. of M.C. Lawrence.

The State of Ohio. Union County ss. A.J. Carpenter being duly sworn says he is informed and believes the allegations of the foregoing answer are true

A.J. Carpenter.

Sworn to before me and signed in my presence this 27th day of December 1861.

W.W. Knight, Clerk.

Afterwards on the 27th day of December 1861 the following Supplemental Petition was filed with the Clerk of said Court which reads as follows, viz:

Supplemental Petition

Reverson Smith
vs.
Mary E. Haines et als.
} Court of Common Pleas Union County O.

The plaintiff comes and for supplemental petition says that since he filed his original petition in this case, M.C. Lawrence one of the defendants in this cause has died, and the Probate Court of Union County (in which County said Lawrence resided) has appointed A.J. Carpenter the Administrator of his Estate & he is now duly appointed & qualified Admr. of his estate to which estate the one fourth of said mortgage in said petition described belonged & therefore

plaintiffs asks that said Administrator be made a party Defendant and set up his interest in said mortgage by his Answer.

Robinson & Pierce Attys.

The State of Ohio. Union County ss. J. W. Robinson being duly sworn says he is one of the attorneys of Plaintiff & believes the allegations of the foregoing supplemental petition are true.

J. W. Robinson

Sworn to before me and subscribed before me this 27th day of December 1861.

W. W. Runyan, Clerk.

Afterwards on the 9th day of January. 1862. the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Answer. Pearson Smith
vs.
Mary E. Haines et al. } Court of Common Pleas Union Co. O.

Now come Mary E. Haines, John Shaw Susannah Funk, Wm Henry Shaw, Sarah E. Layman & Charles R. Shaw, and for answer to said petition say by way of cross petition that it is true as alleged in said petition that they conveyed to said Henry Bartle their share of the 165 acres of land in said petition described being the fraction of thirty eight sixtieths part in the proportions following, to-wit: Mary E. Haines one third Thereof, or twenty sixtieths. John Shaw four sixtieths Susannah Funk four sixtieths Wm H. Shaw four sixtieths Sarah E. Layman one sixtieth and Charles R. Shaw one sixtieth. That said Henry Bartle, at the same time as consideration said conveyance and of conveyance by them at the same time executed to the heirs of Fredrick Moore dec'd 10 acres of same survey No. 7740 for which said Barth was obligated to pay the sum of $ executed to said M. C. Laurence as Trustee the mortgage described, and these said Defendants had a contract at that time, that said Laurence in consideration of services by him rendered & expenses expended for them should have one fourth of said sum secured by said mortgage, and these Defendants represent that there is due thereon said mortgage the sum alleged in said petition and therefore they pray a decree in their own favor for the said sum & interest and in default of payment in a short day fixed by the court that an order of sale issue for the sale of said 165 acres of land & that such other relief may be granted as law and equity may require

J. W. Robinson Atty for Defts

The State of Ohio. Union County ss. J. W. Robinson being duly sworn says all of the Defendants above named are

non residents of the said County of Union & he as their attorney on this behalf & he believes the allegations of the foregoing answer & cross petition are true.

J. W. Robinson.

Sworn to before me and signed in my presence this 9th day of January 1882.

W. M. Winget Clerk.

Afterwards on the 9th day of January 1882 the following answer was filed with the Clerk of said Court which reads as follows.

Reverson Smith
vs
Mary E. Haines et als.
} Court of Common Pleas, Union Co. O.

Now comes Adeline Gesey & for answer to said petition and says she admits the several allegations of said petition to be true, & that she at the time of the filing of said petition was the owner of the one fifteenth part of said mortgage & that she had not given her deed for the same because she desired payment of her share thereof, when she should execute said deed but was ready to execute the same on payment thereof. She further says that since that time to-wit: on the 6th day of June, 1862, she conveyed her said share of said land to J. W. Robinson & authorized him thereby to execute such conveyance to the heirs of Henry Barth as would invest them with said share and assigned to him my interest in said mortgage and authorize him in his own name & for his own use to collect the same.

Adeline Gesey. By J. W. Robinson her Atty

The State of Ohio Union County ss. J. W. Robinson Atty of the said Adeline Gesey being duly sworn says the allegations of this above answer are true as he believes & he is her attorney on this behalf & she is not a resident of said County.

J. W. Robinson.

Sworn to before me & signed in my presence this 9th day of January 1882.

W. M. Winget Clerk.

Afterwards on the 9th day of January 1882 the following answer was filed with the Clerk of said Court which reads as follows.

Reverson Smith
vs
Mary E. Haines et als.
} Court of Common Pleas Union County O.

Now comes J. W. Robinson & by leave of Court files his answer & cross petition & says he has received from Adaline Gesey a deed of conveyance duly executed by her to him for her share of the land in said petition described and her interest in said mortgage in said petition described and he has executed to the said heirs of Henry Barth his deed for

said share of said land and here brings the same into Court for delivery and he says there is due to him from said heirs of Henry Barth dec'd on said mortgage the one fifteenth of the sum due thereon as set forth in said petition and he asks a decree for the foreclosure of said mortgage and in default of payment of the sum found due that an order of sale be made on his behalf for said land and that such other and further relief may be had as the law may direct.

J. W. Robinson

The State of Ohio Union County ss. J. W. Robinson being duly sworn says the allegations of the foregoing answer are true

J. W. Robinson

Sworn to before me and signed in my presence by J. W. Robinson January 9th A.D. 1882

W. M. Winget, Clerk.

Afterward on the 9th day of January 1882 the following Entry was made on the journals of said Court which reads as follows

Entry. Nevenson Smith vs Mary E. Hamilton

This day leave was granted A. J. Carpenter Admr of M. C. Lawrence to file his answer and Cross Petition. Also to all the Defendants to file Answers & Cross petitions in this case & that J. W. Robinson be admitted to file answer as a defendant. Answers all filed this 9th day of January 1882.

Appeal Bond.

Afterward on the 20th day of January 1882 the following Appeal Bond was filed with the Clerk of said Court which reads as follows,

Know all men by these presents, That we, Nevenson Smith & J. W. Robinson are held and firmly bound unto Mary E. Hamilton Henry Barth, Charles Barth, William H. Barth, Henry H. Barth, Rosannah C. Shuddy, Caroline Shortneck & the Admr of the estate of M. C. Lawrence dec'd and others in the Penal sum of One 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 20th day of January A.D. 1882.

The condition of the above obligation, is such, that whereas, the said Nevenson Smith has taken an appeal from a certain decree & judgment rendered against him in favor of the said obligies above named in the Court of Common Pleas within and for the County of Union in the State of Ohio, at the January term thereof A.D. 1882, for the sum of $ Costs of said suit and dismiss. on his petition to the District Court within and for the County of Union aforesaid. Now if the said Nevenson Smith shall abide and perform the order and

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Judgment of said District Court, and shall pay all moneys costs and damages, which may be required or awarded against him by said District Court, then this obligation to be void. otherwise to remain in full force and virtue in law.

(Signed) Neverson Smith By J.W. Robinson his atty
J.W. Robinson
W.L. Curry

I approve the above Bond, with the sureties thereto, this 20th day of January A.D. 1882.

W.W. Winget Clerk.

Afterward on the 20th day of January 1882 the following entry was made on the Journal of said Court which reads as follows:

Neverson Smith
vs
Mary E. Haines et al.

This day came all the parties herein and agreed to submit this cause to the Court on the papers without evidence in the event the case should be appealed to the District Court by either party from the decree which shall be rendered herein that such case when so appealed shall be consolidated with case No 8 pending in said District Court wherein M.C. Lawrence Trustee plaintiff and Henry Barbee others are defendants & be heard at the next Term of said District Court as one cause. Whereupon the Court on the papers found for the Defendants and against the plaintiff on the merits and therefore it is ordered adjudged & decreed by the Court that the plaintiffs petition be dismissed & the Defendants recover of the plaintiff their costs herein expended taxed to #. And thereupon the plaintiff gave notice of his intention to appeal this cause to the District Court and prayed the Court to fix the appeal Bond and thereupon the Court fix the appeal Bond at #100.

Attest A.W. Winget Clerk.

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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 7th day of January 1882. Heretofore on the 23rd day of January 1882 the following Petition, Answer and Entry were filed with the Clerk of said Court which reads as follows, viz:

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

The Peoples Bank,
vs.
L.S. McElroy, Horace Watts, Robert McElroy.

The Plaintiffs say that they are

a co partnership formed for the purpose of carrying on business
within the State of Ohio, and are not incorporated, the
Plaintiffs further say that there is due them from S.S.
McElroy, Horace Watts & Robert McElroy, Defendants, on a
promissory note made by the Defendants S.S. McElroy
Horace Watts & Robert McElroy, dated the 11th day of August
A.D. 1866 which note with warrant of attorney thereto annexed
is hereto attached, the sum of One Hundred & Two Dollars
and Eighty cents, with interest thereon @ 8% from the 9th
day of November A.D. 1866. 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 & Two Dollars & Eighty cents with interest
@ 8% from the 9th day of November A.D. 1866.

A.J. Carpenter Atty for Pltffs.

The State of Ohio. Union County ss. A.J. Carpenter one of the
above named Plaintiffs being duly sworn, says that
he believes the statements in the foregoing Petition are true.

A.J. Carpenter.

Subscribed by A.J. Carpenter in my presence, and sworn
to by him before me this 23d day of January A.D. 1867.

D.M. Krieger, Clerk.

Copy of Note.

$102.80/100 Marysville Ohio. August. 11th 1866.

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 two & 80/100
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 receive 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 suit, and release all errors and waive all rights of
appeal in this behalf. Witness our hands and seals, this
11th day of August 1866.

S.S. McElroy. (Seal)
Horace Watts. (Seal)
Robert McElroy. (Seal)

Answer.

The Peoples Bank. }
S.S. McElroy et als } In the Court of Common Pleas Union County O.

And now come S.S. McElroy. Horace Watts
& Robert McElroy the above named Defendants by the
undersigned J.S. McCampbell, 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 One Hundred & Twelve Dollars and Seventy 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 Cost 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 on any execution issued on the judgment in this case is hereby waived. Jan. 23rd A.D. 1882.

Jas. S. McCampbell Atty for Pff.

The Peoples Bank of Marysville (Ohio.) vs S. S. McElroy et. als. } Entry.

This day came the Plaintiff by A. H. Carpenter Attorney and thereupon came Jas. S. McCampbell 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 alleged in said Plaintiffs petition the sum of $112.70. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $112.70 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 6 percentum 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 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 9th day of January A.D. 1882. Term Gone to-wit: on the 1st day of September 1880. the following Petition was filed with the Clerk of said Court of Common Pleas which reads as follows, viz:

Petition

B. D. Buford, J. M. Buford and L. M. Buford, doing business under the firm name and style of B. D. Buford & Co.

vs

Dunn & Henderson, Templeton & Liggett, A. B. Robinson,

Court of Common Pleas Union County, Ohio.

The Plaintiff says. 1st At the time of making the note herein after mentioned, the Defendants J. M. Dunn, and J. A. Henderson, were partners doing business under the firm name of Dunn & Henderson under the laws of the State of Ohio. 2d On the 23d day of April A.D. 1878. the Defendants J. M. Dunn, and J. A. Henderson made under their said firm name of Dunn & Henderson and delivered to the Plaintiff their Promisory note of which the following is a copy, and the cause upon which this action of the Plaintiff is founded.

"$200 00 Marysville. Ohio. April 23d 1880"

Six months after date for value received we promise to pay to B. D. Buford & Co. or order the sum of Two Hundred Dollars with exchange, and interest after date at the rate of 8 percent per annum. Payable at the Bank of Marysville.

Dunn & Henderson
J. Liggett.
A. B. Robinson.

Credited as follows. $100 00 One Hundred Dollars paid on the within Jany. 16th 1879.

3d There is due from the Defendants to the Plaintiff on said note, the sum of One Hundred & Fifteen Dollars and twenty one cents, which he claims with interest at eight per cent from the 1st day of September A.D. 1880 and for which he asks judgment.

R. & Woodburn Atty for Pltff.

The State of Ohio. Union County. R. & Woodburn being sworn says. That he is the attorney of the above named B. D. Buford & Co. duly authorized in the premises, and that the above pleading of the Plaintiff B. D. Buford & Co. 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 Plaintiff are as affiant believes true.

R. & Woodburn.

Sworn to before me and signed in my presence this 1st day of September A.D. 1880.

W. W. Knight Clerk.

To Clerk. Issue Summons upon the petition returnable according to law Amount claimed $115.21 with 8 p. interest from September 1st 1880.

Afterwards on the 1st day of September 1880 the following Summons was issued with 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 Dunn & Henderson J. Liggett & A. B. Robinson that they have been sued by B. D. Buford & Co.

in the Court of Common Pleas of Union County, and that unless they answer by the 2d day of October A.D. 1880 the Petition of said B.O. Buford & 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 13th day of September A.D. 1880. Witness my hand and the seal of said Court, this 1st day of September A.D. 1880.

(Seal)

W.M. Wenger, Clerk.

Sheriff's Return. The State of Ohio, Union County ss. Received this writ September 1st A.D. 1880 at 5 o'clock P.M. And pursuant to its command served the same September 11th 1880 on the within named Dunn & Henderson by delivering to A. Henderson & W. Cunningham each a certified copy of this writ with the endorsements thereon. And on the same day delivering a certified copy of this writ with the endorsements thereon to each of the within named A.B. Robinson and J. Leggett. Service 95¢ Mileage 20¢ Copy $1.00 Total $2.15

J.J. Miller, Sheriff.

Afterward on the 17th day of September 1880 the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Answer. B.O. Buford & Co. vs Dunn & Henderson et al. } Court of Common Pleas, Union County O.

The said Defendants A.B. Robinson and J. Leggett, in making their joint answer say that it is true, they signed as security for said Dunn & Henderson a note the same as described in Plaintiff's Petition except that the note signed by these defendants called for interest at ten per cent instead of eight per cent. That said original note was altered by Plaintiff's without the knowledge or consent of these Defendants, Robinson & Leggett, by erasing the figure "10" after the words "int'd" inserted in place thereof the figure "8" & thereby materially altered said note & released these Defendants, Robinson & Leggett, and discharged them from the payment thereof. Therefore they deny that they are indebted to the Plaintiff & deny that they executed the note described in Plaintiff's Petition and ask that they recover costs of said Plaintiff.

Robinson & Piper atty's for Def'ts.

The State of Ohio, Union County ss. A.B. Robinson being first duly sworn says that the statement of the foregoing answer are true as he believes.

A.B. Robinson

Sworn to before me and signed in my presence this 17th day of September 1880

W.M. Wenger, Clerk.

Afterward on the 3rd day of Jan. 1882 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry

B. D Bufuard & Co.
vs.
Dunn & Henderson et als.

This day came the Parties & waived a trial by jury & submitted this cause to the Court upon the issues joined between the Plaintiffs and the said A. B. Robinson & Templeton Liggett. Whereupon the Court find for said A. B. Robinson and Templeton Liggett., & it is therefore considered, ordered and adjudged by the Court that the said A. B. Robinson & Templeton Liggett. hence without day and recover of Plaintiffs their costs herein expended & taxed &c.

And the said Dunn & Henderson. still remaining in default & there being due the Plaintiff from said Dunn & Henderson as alleged in said petition the sum of One Hundred & twenty & 25/100 Dollars. It is considered ordered and adjudged by the Court that said Plaintiff recover of the said Dunn & Henderson said sum of $121,25 & their costs herein expended taxed &c.

Attest. W. W. Knight, Clerk.

Pleas before His Honor John L. Porter Judge of 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 January 1882.

Heretofore to-wit: on the 15th day of January 1881 the following Petition was filed with the Clerk of said Court & which reads as follows, viz:

Petition

Squire & Homer
vs.
James Tanner Sr.
Sarah Tanner his wife.
John Tanner and
Martha E. Tanner his wife.
Wm Koppes Sr & Brennan.

} Court of Common Pleas. Union County, Ohio.

The Plaintiffs say, That they are a company of persons formed for the purpose of carrying on business within the State of Ohio. That the Defendants James Tanner, Sarah Tanner & John Tanner on or about the 1st day of August 1879. executed and delivered to said Plaintiffs, their three joint & several Promisory notes of that date and thereby promised to pay plaintiffs or order as follows, $295.00 on the first day of Nov. 1879 - $290.00 on the 1st day of November 1880 $290.00 on the 1st day of Nov 1881 with 8% interest from August 1st 1879. Copies of the last two of said notes being hereto attached the first one being paid Marked "A" & "B". The Defendants Sarah Tanner, James Tanner, Martha E. Tanner and John Tanner to secure the payment of the

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above described notes executed and delivered to said Plaintiffs a certain Chattle mortgage of the date aforesaid, to-wit: Aug 1st 1879. upon the following described property, to-wit: One Farm Engine mounted and complete, including Boiler Cylinder, Pump, Trucks, Governor, Pumper, double trees, single trees, Neck Yoke, Smoke Stack oil can and wrenches and all that usually go with said engine, Engine No 1167. Said mortgage was sworn to according to law and duly placed upon file with the Clerk of Claiborne Tp. Union Co. Ohio. where said property was and still is situated and became and still is a valid and subsisting lein upon said property.

The Defendants James Tanner & Serenia Tanner, also to secure the payment of the above described notes, and in addition to the mortgage above described further executed and delivered to one James B Hoyt, for the benefit of said Plaintiffs herein, and the Defendants Koppes and Brenneman a certain real Estate mortgage of the said date of August 1st 1879. upon the following described real estate, Situated in Claiborne Tp. Union County Ohio. Part of Virginia Military Survey No 6307. Beginning at a stone N.W. Corner of Butler Claiborne Survey. Thence North 85° E. with the line of said Survey 22 poles and 2. feet to the center of the state road (now the Richwood & Essex Pike). Thence with the center of said Pike North 10° W. 31 poles 16 feet to a stake and stone corner of a lot of land now known as widow Swartz's. Thence with said Swartz line S. 73½° W. 22½ pole to a stake in the west line of the Survey. Thence with said line S. 10° E. 25 poles and 10 feet to the place of beginning containing four acres of land more or less" The conditions contained in said mortgage was in substance that if the said Defendants John Tanner, Serenia Tanner & James Tanner should pay or cause to be paid said notes above described together with three notes given given to the Defendants Koppes & Brenneman dated August 1st 1881 one for $145.00 Due Nov. 1st 1879. one for $140.00 due Nov. 1st 1880 one for $140.00 due Nov. 1st 1881 according to the terms thereof, then said mortgage to be void, otherwise to remain in full force and virtue in law. On the 15th day of August 1879 said last mentioned mortgage was delivered to the Recorder of Union County Ohio. to be by him recorded, which was done on the 18th day of August 1879. in Vol 15" page 245. On or about the 20th day of Dec. 1879 as appears by said last mentioned mortgage. The said James B Boyal assigned all his right title and interest therein to the said Plaintiffs herein and the said Defendants Koppes & Brenneman.

Plaintiff further says that they are unacquainted with the present interest of the said Defts Koppes and Brenneman in the premises and therefore ask that they

may be made a party Defendants hereto and be required to set up and prove what interest or title if any they may have in said mortgaged premises.

Plaintiffs further say, that there is due them and remaining unpaid upon the note marked "A" herein the sum of $287.04 with interest thereon at 8% from the 16th day of Oct. 1880 and by the terms of said chattle mortgage" the case of sale of the property therein described all of said notes therein mentioned shall become due and payable whether the same have matured or not. upon sale of said property there will be due Plaintiffs the further sum of $290.00 with interest thereon at 8% from the 1st day of August 1879.

That said mortgage has become absolute. They therefore pray Judgment upon said note marked "A" for said sum of $287.04 with interest thereon at 8% from the 16th day of Oct. 1880 and in default of payment of the same within a day to be named by the Court. That said property described in said chattle mortgage be sold as upon execution and the proceeds applied to the payment of said plaintiffs claim. That said Real Estate mortgage be foreclosed the priorities of lein determined, said land described therein be ordered to be sold and the proceeds applied to the payment of their claim according to law. and execution awarded for the balance and all such further relief as in law and equity they may be entitled to.

S.S. Gardiner Atty for Pltffs.

State of Ohio. Union County ss. S.S. Gardiner being duly sworn says that he is the attorney of the Plaintiffs herein who are non residents of said County of Union that this action is founded upon instruments in writing that are in his possession that he believes the facts and allegations set forth in the above petition are true.

S.S. Gardiner,

Sworn to and subscribed by the said S.S. Gardiner before me this 15th day of Jan. 1881.

P.R. Kerr Notary Public.

Praecipe

To Clerk of Court of Common Pleas. Issue Summons upon Petition in the above case, for the Defts John Tanner James Tanner, Lerenia Tanner, and Martha E. Tanner to the Sheriff of Union County, and for Defts Koppes and Brennan, to the Sheriff of Wayne County Ohio, returnable according to law. and Judgment claimed against the Defendants John Tanner, James Tanner, and Lerenia Tanner $287.04 with interest from Oct. 31st 1880. at 8% and sale of mortgaged premises.

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Afterwards on the 15th day of January A.D. 1881. the following Summons was issued by the Clerk of said Court which reads as follows.

The State of Ohio. Union County ss. To the Sheriff of the County of Wayne Greeting. We command you to notify Koppes and Brenneman that they and others have been sued by Squire Homer, in the Court of Common Pleas of Union County, and that unless they answer by the 12th day of February A.D. 1881 the Petition of the said Squire Homer 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. 1881.

Witness my hand and the seal of said Court this 15th day of January A.D. 1881.

W. M. Winget, Clerk.

Seal

Sheriff's Returns. The State of Ohio. Wayne County ss. Received this writ Jan 17th A.D. 1881. at 11 o'clock A.M. and pursuant to its command I summoned the within named Koppes & Brenneman on the 17th day of January A.D. 1881 by delivering to Wm. M. Koppes and Christian Brenneman each a certified copy of the within summons and of the endorsement thereon, Dated Jan. 16th 1881 Service 1.5. Mileage #2.08 Cop. 40 Ret. 25. Docketing & Recording 25 Index. 20 Postage 06. Total #3.69.

Harvey M. Messenore Sheriff.

By. Samuel Coultes Deputy.

Afterwards on the 15th day of January A.D. 1881. the following 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 Sanner James Sanner, Serrnia Sanner and Martha E. Sanner. that they and others have been sued by Squire Homer in the Court of Common Pleas of Union County, and that unless they answer by the 12th day of February A.D. 1881. the petition of the said Squire Homer 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. 1881.

Witness my hand and the seal of said Court. this 15th day of January A.D. 1881.

W. M. Winget, Clerk.

Seal

Sheriff's Returns. The State of Ohio. Union County ss. Received this writ January 13th A.D. 1881 at 10 o'clock A.M. and pursuant to its command I served the same by delivering a certified copy thereof with the endorsements thereon to each of the within named Defendants on the 15th day of Jan. 1881. Service 75c Mileage #2.56 Copy 60c Total #3.91

John Obenauer Sheriff.

Afterward on the 17th day of February the following Answer was
filed with the Clerk of said Court which reads as follows, viz:

Answer — Sprint & Comes } Court of Common Pleas Union Co. O.
vs.
James Tammer et al.

First Defence: The said Defendants
Kobbes & Brenneman a firm in trade composed of William
M. Kobbes and Christian Brenneman, located at Orrville, Ohio.
for their answer & Cross Petition to Plaintiffs Petition say:
That the Defendants John Tanner, Serena A. Tanner and
James Tanner on or about the 1st day of August 1879 at
Marion, Ohio for value received made their certain promis-
sory note in writing of that date, which said note
with all the endorsements thereon in words & figures following
to-wit:

1st Note. $145.00 Marion Ohio. August 1st 1879.

One or before the first day of November 1880 for value received
we Champion Grain Thresher No 99 the undersigned
of Richwood County of Union State of Ohio promise to
pay to the order of Kobbes & Brenneman $145.00 Orrville, Ohio.
One hundred & forty five Dollars, negotiable & payable
at the Richwood, Ohio with interest at 8% per annum
from date until maturity & eight per cent per annum
after maturity until paid. And the endorsers hereon
contract as makers hereof and severally waive protest
demand & notice of demand & non payment & agree
as to the holder hereof that this shall be considered as original
makers of this note. We also covenant and agree that
the title to the Champion Grain Thresher No 99 for which
this note is given, shall remain in Kobbes & Brenneman
until this note is fully paid.

P.O. Richwood. "John Tanner."
Union Co. State Ohio. "Serena A. Tanner."
"James Tanner."

Indorsed Nov. 26th 1879 Received on the within Fifty Dollars

$98.70 The said Kobbes & Brenneman further say that there
is a balance due them remaining unpaid upon the
said note, to the sum of $98.70 with interest thereon
at 8% from the 26th day of Nov. 1879.

Second Defense: Said Kobbes & Brenneman for
their second defense to the Plaintiffs Petition say that
the said Defendants John Tanner, Serena A. Tanner
& James Tanner on or about the 1st day of August 1879
at Marion Ohio. For value received, made their certain
promissory note in writing of that date which note in
words and figures following, to-wit:

2d Note. $140.00 Marion Ohio. August 1st 1879.

On or before the first day of November 1880 for value
received we Champion Grain Thresher No 99 the undersigned

of Richwood Union County State of Ohio promise to pay to the
$1140.00 order of Koppes & Brennaman Orville Ohio, One Hundred & forty
Dollars negotiable and payable at Richwood Bank, Richwood
Ohio, with interest at 8% per annum from date until maturity
& eight per cent per annum after maturity until paid &
And the undersigned hereon contractas makers hereof & severally waive protest, demand & notice of demand, and
of non payment, and agree as to the holder hereof, to be
held liable as original makers of this note. We also expressly
covenant and agree that the Title of the Champion Grain
Thresher No 99. for which this note is given, shall remain
in Koppes & Brennaman until the note is fully paid.
P.O. Richwood
Union County State of Ohio.

John Tanner.
Lucinda A Tanner.
James Tanner.

There are no payments on said note
N. Said Koppes & Brennaman further say that there is
due them & Remaining unpaid upon said note
$1140.00 the sum of $1140.00 with interest thereon at 8% from
the 1st day of August 1879.

Third Defense. Said Koppes & Brennaman
for their third defense to Plaintiffs Petition say that
said defendants, John Tanner, Lucinda A. Tanner
& James Tanner on or about the 1st day of August
1879. at Marion, Ohio. for value received, made their
certain promisory note of that date, in writing, which
said Note, in words and figures following, to wit:

3d Note $1140.00 Marion Ohio. August 1st 1879.

On or before the first day of November 1881. for value
received, we or either of us Champion Grain Thresher No 99. the
the undersigned of Richwood, County of Union, State of
Ohio promise to pay to the order of Koppes & Brennaman
$1140.00 Orville, Ohio, One Hundred & forty Dollars negotiable
and payable at the Richwood Bank, Richwood Ohio.
with interest at 8 percent, per annum from until
maturity, and eight per cent per annum after
maturity until paid. And the undersigned
contract as maker hereof & severally waive process
demand & notice of demand & of non-payment
and agree as to the holder hereof to be held liable
as original makers of this note.
We also expressly covenant & agree that the title to
the Champion Grain Thresher No 99 for which this note
is given, shall remain in Koppes & Brennaman until the
note is fully paid.
P.O. Richwood
Union Co. State Ohio.

John Tanner
Lucinda A Tanner
James Tanner.

No endorsement have been made on said note.

II Said Koppes & Brenneman further say that there will be due on the 1st day of Nov. 1880 the sum of $140.00 with int thereon at 8% from August 1st 1879. Said Koppes & Brenneman are the legal owners & holders of said notes.

Said Koppes & Brenneman say also that to secure the payment of the above described notes & the moneys therein, said Defendants James Tanner & Susanna A. Tanner did, on said first day of August 1879 duly execute and deliver to said James B Wyatt for the benefit of said Koppes & Brenneman & said plaintiffs their certain mortgage and thereby conveyed to said James B Wyatt his heirs and assigns forever the real estate mentioned & described in plaintiffs petition to have & to hold the same to the benefit of said Koppes & Brenneman & said plaintiffs, to his and their assigns, to his & their own use & behalf forever.

The condition contained in said mortgage deed was in substance, that if the said Defendants John Tanner, Susanna Tanner & James Tanner, should pay or cause to be paid said notes given to said Koppes & Brenneman, and those to said plaintiffs described in said mortgage, according to the terms thereof then said mortgage to be void, otherwise to remain in full force & law.

III Said mortgage was duly recorded as stated by plaintiffs in their petition

IV On or about the 20th day of December 1879, as appears by the endorsement on said mortgage deed James B Wyatt assigned & transferred all his right, title & interest therein to the said Koppes & Brenneman & said Plaintiffs

V The said mortgage deed has become absolute as to the first two of the above mentioned notes.

Wherefore the said Defendants Koppes & Brenneman pray said Court that an account of the amount of money due thereon on said notes to-wit: $238.70 together with interest thereon at 8% On $198.20 from the 26th day of Nov 1879 & on $140 from August 1st 1879 & in case of sale of the said real estate, the said note not yet due shall be accounted as due & the same paid out of the proceeds. That said mortgage may be foreclosed & the said real estate ordered to be appraised, advertised & sold according to law as upon execution. That the priority of liens may be determined & the same satisfied out of the proceeds of said sale and such other and further relief as in law and Equity these defendants may be entitled to.

S. M. Coe Atty for Koppes & Brenneman

$238.20

$140.00 Int from Aug 1st 1879 @8%

State of Ohio. Wayne County, ss. William W. Koppes being first duly sworn says, that he is one of the partners of said Koppes & Brennan and that the allegations, matters & things set forth in the foregoing answer & cross petition are true in substance & in fact as he believes.

William W. Koppes.

Sworn to by said William W. Koppes before me & by him subscribed in my presence this 4th day of February A.D. 1881.

Henry Shuler J.P.

Afterward on the 29th day of April 1881. the following Entry was made on the Journal of said Court which reads as follows:

Entry — Squire Homer vs. James Tannehill

This day this cause came on to be heard upon the Petition of the Plaintiff Squire Homer & the Answer & Cross Petition of the Defendants Koppes & Brennan and the Defendants John Tanner James Tanner & Susanna A. Tanner & Martha E. Tanner being in default for answer or demurrer to said Plaintiffs Petition. The Court after hearing the evidence & being fully advised in the premises do find the facts stated in said Plaintiffs Petition to be true, and that there is due said plaintiff on the Note marked "A" in said petition the sum of $287.00 with interest thereon at 8% from the 6th day of Oct. 1868 and that there will be due thereupon the sale of the property in said petition described on said note Marked "B" in said petition, the further sum of $290.00 with interest thereon at 8% from the 1st day of August 1879. It is therefore considered by said Court here that the Plaintiff Squire Homer recover of the Defendants John Tanner, James Tanner & Susanna Tanner, the sum of $299.85 the sum so found due with interest at 8% and also their costs taxed—

And it is further ordered and adjudged by the Court, That in case the said John Tanner, James Tanner & Susanna Tanner fail for five days from the close of this term of Court to pay to said Plaintiff the sums 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 that he bring the proceeds of the sale of the same and also the balance (after satisfying Plaintiffs Judgment,) of the proceeds of sale of said personal property in said Petition described into this Court, there to remain subject to the further order of said Court.

Attest. W. W. Winger Clerk.

Was before Hon Hanson Lee Porter judge of Court of Common Pleas begun and held at the the Court House in the town of Marysville within and for the body of the County of Union and State of Ohio, on the 9th day of January A.D. 60 Heretofore, to-wit: on the 23d day of November 1861 the following petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

Mary Osbourne. } State of Ohio. Union County ss.
vs } In the Court of Common Pleas.
George W. Osbourne. }

The said Plaintiff Mary Osbourne complains of the said Defendant George W. Osbourne for that. The said Plaintiff has been a resident of the State of Ohio, for more than the year last past and she is now a bona fide resident of said County of Union. That on or about the 11th day of October 1857. she was lawfully married to the said defendant which marriage relation still exists. That she has always conducted herself toward the said Defendant as a faithful and obedient wife. That the said defendant regardless of his marital duties has been guilty of gross neglect of duty and extreme cruelty and toward said plaintiff.

That since the said marriage the said Defendant has abandoned the plaintiff on several occasions, wholly neglecting to assist in their domestic affairs or to treat the Plaintiff as his wife. That about a year ago he again left her taking away the work horses and leaving her to provide for herself as best she could, and he has not returned since. Therefore the Plaintiff prays that she may be divorced from the said Defendant and that she may be restored to her former name of Mary Emerson and for all proper relief.

Emerson & Benton Attys for Pltff.

Affidavit for Pub.

Mary Osbourne } State of Ohio. Union County ss.
vs } In the Court of Common Pleas.
George W. Osbourne. }

Mary Osbourne being first duly sworn deposes and says that she has commenced a civil action in the Court of Common Pleas of said County against the said George W Osbourne defendant. In saying for a divorce from him, she further states that during the month of January last defendant left the State of Ohio. and service cannot be made on him in this state and that his post office address is unknown to her also that his residence is unknown and that she cannot with reasonable diligence ascertain the same.

Mary Osbourne.

Entry

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Sworn to before me by said Mary Osbourne and by her signed in my presence this 23d day of November 1881.

E. J. Kissing J.P.

Printed Notice. George W. Osbourne, will take notice that his wife, Mary Osbourne, did on the 23d day of November 1881 file her petition in the Court of Common Pleas of Union County, Ohio, against him charging him with gross neglect of duty and extreme cruelty and asking that she be divorced from him and be restored to her former name of Emerson. Said petition will be for hearing at the next term of said Court.

By Gannon & Buxton Attys. Mary Osbourne.

The State of Ohio, Union County ss. The undersigned, being duly sworn says that a copy of the annexed notice was duly published for Six consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with November 30th 1881.

W. O. Shearer.

Sworn to and subscribed before me this 24 day of January, 1882.

W. W. Knight, Clerk.

Afterward on the 24th day of January 1882 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry. Mary Osbourne
vs
Geo W. Osbourne.

This day came the Plaintiff by her attorneys and thereupon the cause was submitted to the Court upon the Petition and evidence.

On consideration whereof the Court do find that due and legal notice has been given to the defendant.

The Court do further find that the defendant has been guilty of Gross neglect of duty as charged in the Plaintiffs said petition. It is therefore adjudged and decreed by the Court that the marriage relation heretofore existing between said parties be and the same is hereby annulled and set aside and both parties are released from the obligations of the same.

It is further ordered that the said plaintiff be restored to her former name, Mary Emerson.

Attest. W. W. Knight, Clerk.

Pleas before His Honor John F. Potts Judge of a Court of Common Pleas begun and held at Court House in the town of Marysville within and for the body of the County of Union & State of Ohio on the 9th day of January 1882. Hereto fore, to-wit on the 17th day of September 1881 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

C. Autman & Co.
vs.
Wilson Brown, and
Catherine Brown,
J. M. Dunn, and
S. Stricklin.

State of Ohio. Union County ss.
To the Court of Common Pleas.

The Plaintiff C. Autman & Co. says:
That it is a Corporation duly incorporated under the laws of Ohio. that its Corporate name is C. Autman & Co. and that it is doing business at Canton Ohio.
That this its first Cause of Action against the said defendants is founded upon a Promisory note for a valuable consideration made and delivered by said defendants to said plaintiff on the first day of August 1878. whereby the said Defendants agreed to pay the said Plaintiff the sum of Four Hundred and Seventy Eight Dollars on the 1st day of October 1879. with six Percent interest until maturity and 8% interest after maturity until paid. The only credits on said note are as follows: Dec. 20th 1879 $85.00. Oct. 1st 1880 $30.00 Nov. 12th 1880 $140.00 Nov. 1st 1880. 70 cents There are no other credits or payments upon said note and there is now justly due to the Plaintiff from said Defendants upon said note the sum of $478.00 with interest from August 1st 1878. at 6% till Oct. 1st 1879. and with interest at 8% since Oct 1st 1879. subject however to the said credits a copy of said note is hereto attached. Marked "A" and made a part hereof. said J. M. Dunn is liable as guarantor on said note.
Second Cause of Action: The Plaintiff further says: That this its second cause of action is founded upon a promisory note for a valuable consideration by the said Defendants executed and delivered to the said Plaintiff drawn of the first day of August 1878. and due and payable Oct. 1st 1880 whereby the said defendants agreed to pay the said Plaintiff the sum of Four Hundred and Seventy Eight Dollars with int at six percent from date until maturity at 8% interest after maturity until paid. There are no credits or payments upon said note and there is now justly due to the plaintiff from the said defendants upon said note the said sum of $478.00 with interest thereon at six percent from

August 1st 1878. to October 1st 1880. and interest at 8% from October 1st 1880. A copy of which note is here to attached Marked "B" and made a part hereof. said J. M. Dunn is liable as indorser on said note.

Third Cause of Action. For its third cause of action against the said Defendants the said plaintiff says. That on the 22d day of July. 1880 the said Defendant for a full and valuable consideration executed and delivered to the plaintiff their promissory note of that date whereby said Defendants promised to pay to said plaintiff the sum of Fifty Six Dollars on the 1st day of April 1881. with six percent interest until maturity, after that 8% interest until paid. There are no credits upon said note. There is still justly due to the plaintiff from the said Defendants upon said note the said sum of $56.00 with interest from July 22d 1880. at 6% till April 1st 1881. after that at 8% till paid. A copy of which note is here to attached Marked "C" and made a part hereof, said S. Strickler is liable on said note as indorser & guarantor

Wherefore the said Plaintiff asks judgment against the said Defendant upon its several causes of action in the sum of $1012.00 with interest on $478.00 at 6% from August 1st 1878. till Oct. 1st 1880. and 8% from Oct. 1st 1880 till paid. and on $478.00 from August 1st 1878. till Oct. 1st 1879. and Eight percent interest after Oct. 1st 1879. till paid subject to a credit of $255.70 of the date of November 12 1880. and for $56 with interest at 6% from July 22d 1880 till April 1st 1881. and at 8% from April 1st 1881 till paid & for all proper relief.

Cameron & Benton. Attys for Pltff.

The State of Ohio Union County, ss. I. J. L. Cameron being first duly sworn do pose and say, that I am one of the attorneys for the Plaintiff duly authorized in the premises. That said Plaintiff is a corporation non resident of said Union County and that I believe the facts stated and allegations made in the foregoing petition are true.

J. L. Cameron.

Sworn to before me by said J. L. Cameron and signed by him in my presence this 17th day of September 1881.

W. M. Wright Clerk.

Praecipe Clerk; Issue Summons W. M. Wright Clerk.

Clerk Issue Summons. in the above case for Wilson Brown and Catherine Brown to Sheriff of Union County and for S. Strickler to Sheriff of Delaware County. Indorsee. Amt Claimed $478 with int at 6% from August 1st 1878. $478 int 8% from August 1st 1878. $56 int 8% from July 22d 1880.

Afterwards on the 15th day of December A.D. 1881 the following 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 Wilson Browne & Catherine Brown that they and others have been sued by C. Aultman & Co in the Court of Common Pleas of Union County, and that unless they answer by the 14th day of January A.D. 1882, the Petition of the said C. Aultman & 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 returns of this Summons on the 26th day of December A.D. 881. Witness my hand and the seal of said Court, this 15th day of December A.D. 881.

W. W. Winget, Clerk.

(Seal)

Sheriff's Return

The State of Ohio Union County ss. Received this writ December 15th A.D. 1881. at 10 o'clock A.M. and pursuant to its command I served the same by delivering a certified copy thereof with the endorsements thereon to each of the within named Defendants, on the 15th day of December 1881. Service $4.50 Mileage $1.60 Cop. 40c Total $6.45-

John H. Obensack Sheriff.

Afterward on the 17th day of September A.D. 1881 the following 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 Wilson Brown & Catherine Brown that they and others 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 October A.D. 881 the petition of the said C. Aultman & 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 26th day of September A.D. 1881. Witness my hand and the seal of said Court, this 17th day of September A.D. 881.

(Seal)

W. W. Winget, Clerk.

Received, acknowledged this 19th day of September 1881. and we waive further process and question of time and enter our appearance herein.

Wilson his X mark Brown
Catherine Brown.

Afterward on the 15th day of December 1881 the following Amended Petition was filed with the Clerk of said Court which reads as follows, viz:

Amended Petition

C. Aultman & Co.
vs
Wilson Brown and
Catherine Brown,
J. M. Dunn, S. B. Fulton
Assignee of S. S. Stricklin

State of Ohio. Union County ss.
To the Common Pleas

The said C. Aultman and Co. says:

2d Cause of Action

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It is a corporation duly incorporated and doing business in the State of Ohio. and its corporate name is C Aultman & Co.
1st Cause of Action: That its first cause of action against the said Defendants is founded upon a promisory note for a valuable consideration made and delivered by said defendants to said plaintiff on the 1st day of August 1878 whereby the said Defendants agreed to pay the said plaintiff the sum of Four Hundred and Seventy Eight Dollars on the first day of October 1879. with 6% interest until maturity and 8% interest after maturity until paid. Thonly credits upon said note is as follows. Dec 20/79. $85 cts. Oct. 1st/80 $30 00/100 Nov 12/80 $140 cts. Nov. 1st/80 70 cents Oct. 24th 1881. There are no other credits or payments upon said notes and there is now justly due to plaintiff from said Defendants upon said note the said sum of $478. with interest from August 1st 1878. at 6% till October 1st 1879 and 8% thereafter subject to said credits. A copy of which note is hereto attached marked "A".

2d Cause of Action. For a Second Cause of Action against the said Defendants the said Plaintiff says. That on the 1st day of August 1878. said Defendants for a full and valuable consideration executed and delivered to the plaintiff their promisory note of that date and thereby promised to pay plaintiff or bearer the sum of Four Hundred and Seventy eight Dollars on the 1st day of October 1880 with interest at 6% until maturity, and 8% after maturity until paid.
There are no credits or payments upon said note.
There is now due to the plaintiff from the said Defendants upon said note the sum of $478 00/100 with interest at 6% from August 1st 1878 until October 1st 1880 and 8% interest since said last date. A copy of which note is hereto attached marked "B"

3d Cause of Action. For its third cause of action against the said defendants the plaintiff says. That on the 22d day of July 1880 for a valuable consideration said Defendants executed and delivered to plaintiff their promisory note of that date and thereby promised to pay said plaintiff or bearer the sum of Fifty Six Dollars on the 1st day of April 1881 with 6% interest until maturity and 8% interest after maturity until paid.
There are no Credits or payments upon said note.
There is now justly due to plaintiff from said Defendant upon said note the sum of Fifty Six Dollars with 6% from date until maturity and 8% thereafter.

4th Cause of Action. The Plaintiffs say. That this its fourth cause of action is founded upon a promisory note made and delivered by said Defendants to said Plaintiff for a valuable consideration dated July 22d 1880 and due October 1st 1881 calling for Fifty Seven Dollars with 6% till due and 8% after due til paid. There are no credits or payments upon said note. There is due plaintiff from said Defendants.

upon said note the said sum of Fifty Seven dollars
with interest as aforesaid.
The Plaintiff says that said Catherine Brown was
at the time of making said notes and still is a married
woman and the wife of said Wilson Brown. That at
the time she executed said notes she was the owner in
fee simple of certain Real Estate hereinafter described
That neither said Wilson Brown or Catherine Brown at
the time of making said notes were the owners of
any other Real estate and they had but little of person-
al Property and the said Catherine Brown in order
to obtain the consideration for which said notes were
given intended to and did bring & charge her said
Real Estate with the payment thereof.
The said Real Estate was and is the Separate Estate
and property of said Catherine Brown and at the
time of making said notes she intended and
agreed that her said separate Estate should be
charged with the payment of said notes. That said
credit was given to her by the said Plaintiff upon
the faith and credit of her said Separate estate and
her intention to bind the same. The said real
estate is equity and according to the agreement and
understanding of the said parties ought to be bound
and charged with the payment of said notes.
Said Real Estate is described as follows, Situate in
the County of Union and State of Ohio. Being all of Lots
Nos 3 & 4 of a subdivision of the farm of John Reed Sr.
late of said County deceased which subdivision was
made by the widow and heirs (children) of said John
Reed Sr. A Record and Plat of which subdivision and
full description of said lots Nos 3 & 4 will be found in
Vol. No 39 Beginning with Page 206. of the Records of Deeds
for said County. Said lots and lands are also fully des-
cribed in a deed executed by E.C. Reed and his wife Maria
L. to said Catherine Brown dated January 27th 1880 and
recorded in Vol 47. Page 558 of the Records of Deeds of
said County. To both of which deeds reference is hereby
made for a more specific description of said land.
Said J.M. Dunn and the Estate of S.S. Strickler is liable
upon said notes as Guarantors
Plaintiff therefore prays for Judgment against
said Defendants for the amount due upon said
notes with interest according to the tenor and effect
thereof Being One Thousand & Sixty Six 00 Dollars with
interest as aforesaid. subject to said credits. Judgment
against said J.M. Dunn and F.B. Fulton as assignee as guar-
antors. Plaintiff further prays that the amount due
upon said notes may be by the Court herein declared

a charge upon the Real Estate and subjected to the payment thereof That said Real Estate may be ordered to be sold and the proceeds of said sale applied to the payment of said amount due upon said notes and for all such other relief in that behalf as the nature of the case in equity may require.

Cameron & Benton Attys for Pltff.

State of Ohio Union County ss. J. L. Cameron being first duly sworn says the facts stated and the allegations made in the foregoing petition are true as affiant verily believes. That said Plaintiff is a corporation, non resident of said County, and the affiant is one of the attorneys and agent of said Plaintiff duly authorized in the premises and further saith not.

J. L. Cameron

State of Ohio. Union County ss. Sworn to before me by said J. L. Cameron and by him signed in my presence this 15th day of December 1881.

W. W. Kruger Clerk.

The issuing and service of summons waived and the appearance of the undersigned entered this 15th day of December 1881.

F. B. Fulton Assignee of Samuel Stricklin.

Afterward on the 27th day of January 1882 the following Entry was made on the Journal of said Court which reads as follows, viz:

Ed Thos

C. Aultman & Co. vs Wilson Brown et al.

This day came the Plaintiff by its attorneys and the said Defendants still being in default for demurrer or answer this cause was submitted to the Court upon the Petition and evidence. On consideration whereof the Court do find the statements and allegations of the Petition are true, that the Defendants executed and delivered the notes described in the Petition and that the said Catherine Brown at the time of executing said notes was the owner of a separate estate and that there is now due to the Plaintiff from said Defendants upon said several notes the sum of Eight Hundred and Twenty five 87/100 Dollars including interest to the first day of this term. The Court further find that the defendant Catherine Brown at the time of signing said notes and incurring said liability intended to and did charge her separate property and estate with the payment thereof. It is therefore considered and adjudged by the Court that the Plaintiff C. Aultman & Co. recover from the Defendant Wilson Brown and Catherine Brown the said sum of Eight Hundred and twenty five 87/100

with 8% until paid and its cost herein expended and execution is awarded against the separate property and estate of said Defendant Catherine Brown but for as to Samuel Strickler & A. M. Dunn this case is dismissed without prejudice.

Attest. W. W. Winget Clerk.

Pleas before His Honor John L. Botey 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 & State of Ohio, on the 9th day of January 1883 Hayes Term to-wit: on the 20th day of October 1881 the following Petition was filed with the Clerk of said Court which reads as follows viz:

Petition

Cumnia A. Yonkin
vs
William Yonkin.

} 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 the said County of Union.

2d. On or about the month of October A.D. 1855 at Dublin in the County of Franklin & State of Ohio she was married to the Defendant and she has ever since conducted herself towards the said William Yonkin as a faithful & obedient wife.

3d. Plaintiff had, while living with the said William Yonkin four children all of whom are now dead except a daughter, Jesse Dillon (wife of Jesse Dillon, who was says old in July A.D. 1881 and now resides in Union County, Ohio.

4th. The Defendant on or about the 9th day of March A.D. 1864 went to Montana Territory to remain until the close of the civil war, then in progress, and thus to escape liability to perform military service, and with the purpose of again returning to his family at the expiration of said war. The Defendant disregarding his duties as a husband, did not return as he promised, and has never returned since he went away in 1864 although Plaintiff has frequently requested him so to do. Plaintiff says that Defendant has never since his absence furnished her any money or support. That he has occasionally sent her small sums of money up to December 24th 1879, since which he has sent her nothing.

Plaintiff says that since her husband, Defendant, left her she and her children have lived mostly at her fathers except during the last nine years since

which she has lived by and supported herself and two children by her own labor,

5" Plaintiff therefore Charges defendant with gross neglect of duty and wilful absence for more than three years last past, and prays that she may be divorced from the defendant and that the defendant may be decreed to pay her reasonable alimony and that she may have such other and further relief as equity may require.

Carpenter & Brodrick, Attys.

The State of Ohio, Union County ss. Clemmia E. Yonkin, the above named plaintiff being sworn says that the facts stated and allegations containd in her foregoing petition are true as she verily believes.

Clemmia E. Yonkin.

Sworn to by Clemmia E. Yonkin before me and signed by her in my presence this 20th day of October A.D. 1881.

W. W. Wright Clerk By W. C. Wright Deputy

Precipe. Clerk: Issue Summons in above case returnable according to law, and copy of Petition and mail to the Defendant addressed to Helensville, Nevada Creek Post Office, Deer Lodge County Montana Territory

Clemmia E. Yonkin

Vs. for Pub.

William Yonkin.

The State of Ohio, Union County ss.

Clemmia E. Yonkin the plaintiff in the above entitled case, being first duly sworn says, that the Defendant William Yonkin is a non resident of the State of Ohio, and resided in Montana Territory the last she knew of him. That service of Summons cannot be made on said Defendant within the State of Ohio, and that this her action is one in which service of summons by publication is authorized by Statute, and further affiant saith not.

Clemmia E. Yonkin.

Sworn to by Clemmia E. Yonkin before me and signed by her in my presence this 20th day of October A.D. 1881.

W. W. Wright Clerk By W. C. Wright Deputy

Printed Notice, William Yonkin who resides in Deer Lodge County, Montana Territory, is hereby notified that Clemmia E. Yonkin did on the 20th day of October 1881 file her petition against him in the Court of Common Pleas of Union County Ohio, charging him with Gross neglect of duty and wilful absence for more than three years last past and praying for divorce from him and for alimony, which petition he the said Defendant will be required to answer on or before Dec. 1st 1881.

By Carpenter & Brodrick Attys. Clemmia E. Yonkin

The State of Ohio. Union County ss. The undersigned being duly sworn says that a copy of the annexed notice was published for 6 consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with October 26th 1881.

W. O. Shearer.

Sworn to and subscribed before me this 28th day of January 1882. W. W. Ringer, Clerk.

Afterward on the 28th day of January 1882. the following entry was made on the Journal of said Court which reads as follows, viz:

Entry. Clarinda E Yonkin
vs.
William Yonkin

And now came the said Clarinda E Yonkin by her attorneys and thereupon this cause came on for hearing upon the petition and testimony and was argued by counsel. On consideration whereof the Court find that due notice of the filing and pendency of this petition was given to the said defendant according to law; And the Court do further find that the said defendant has been wilfully absent from the said petitioner more than three years prior to the filing of said petition; It is therefore adjudged 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 adjudged and decreed that the said Defendant do pay to the said plaintiff for her reasonable alimony the sum of Four Hundred Dollars, and that in case the said sum remain unpaid for ten days, an execution may issue against said Defendant in favor of said plaintiff to collect the same and it is further ordered that the said Defendant pay the costs of this suit in ten days, or that execution issue therefor.

Attest. W. W. Ringer, 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 9th day of January 1882.

Prcipe for Sum.

Prcipe for Sum. Prior to now, to wit: on the 7th day of February 1881. the following Petition was filed with the Clerk of said Court which reads as follows viz:

William A Silkun by his next friend Calvin Silkun.
vs
Ringer Harriman

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

And now comes the Plaintiff William A Felkner an infant by his next friend Calvin Felkner and for cause of action herein against the said Defendant Knight Harriman, says:
That heretofore to wit: on the 1st day of October A.D. 1880. the said Plaintiff was attending the fair held by the Union County Agricultural Society, and having paid the admittance fee required by said society, was upon its grounds near the Village of Marysville in said County. That said Defendant was also attending said fair on said day and had entered for a premium in a race to be run on said day his mare called "Little Anna" That said mare was wild, vicious, unmanageable and would run away at every opportunity, all of which was well known to said Defendant.
That said Defendant carelessly and negligently, and without any regard to the danger he caused to persons assembled to witness said race put a boy upon said mare to ride her in said race. That said boy was wholly unable to manage or rule said mare, or rode her so negligently and carelessly that said mare ran off & and Jumped over said Plaintiff, who was not near said track where said race was to run, and without any fault or want of care on part of said plaintiff, knocked plaintiff down, knocked out his two upper front teeth, hurt plaintiff in the back and foot. so that the plaintiff became sick, sore and lame and required medical treatment and has become permanently injured to the damage of said plaintiff in the sum of Two Thousand Dollars, for which said plaintiff asks Judgment.

Powell & Pollock Attys for Plff.

The State of Ohio. Union County ss. Calvin Felkner being first duly sworn according to law. Says that he is next friend of the Plaintiff William A. Felkner in this action and that he believes the facts stated and allegations in the foregoing petition to be true.

Calvin Felkner.

Sworn to before me and subscribed in my presence by the said Calvin Felkner this 7th day of February 1881

W. W. Knight, Clerk.

Praecipe. F. Clerk; Issue Summons for Def. dant to the Sheriff of Union County, returnable according to law. Amt. claimed $2000.00 Dandages.

Afterwards to wit) 7th day of Feb. 1881 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summ. The State of Ohio. Union County ss. To the Sheriff of the County of Union, Greeting: We command you to notify Knight Harriman that he has been sued by William A. Felkner by his next friend Calvin Felkner in the Court of Common Pleas of Union County.

and that unless he answer by the 12th day of March A.D. 1881 the Petition of the said William A. Telkner by &c. 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 21st day of February A.D. 1881. Witness my hand and the Seal of said Court, this 7th day of February A.D. 1881.

Clerks Fees.

W. W. Wright, Clerk.

Sheriffs Return

The State of Ohio, Union County ss. Received this writ on the 7th day of February A.D. 1881. at 9 o'clock P. M. and pursuant to its command I served the same by delivering a certified copy thereof with the endorsements thereon to the within named Wright Harriman on the 14th day of February 1881. Service 30¢ Mileage #3,20 Copy 20¢ Ft Bill #3,70

Lloyd Obensack, Sheriff.

Answer

Afterward on the 5th day of March 1881 the following Answer was filed with the Clerk of said Court which reads as follows, viz:

William A. Telkner by &c. } The State of Ohio Union County, Ohio.
vs } Court of Common Pleas.
Wright Harriman.

Now comes the Defendant Wright Harriman and for his answer to the petition of the said plaintiff says: That he denies each and every allegation and averment in the said petition contained except that defendant entered his mare "Gentle Anna" for a race at the Union County fair in October, 1880. Wherefore the Defendant having thus fully answered asks that he may go hence, without day and recover his cost.

Cameron & Benton, Attys. for Deft.

State of Ohio, Union County ss. Wright Harriman being first duly sworn deposes and says the facts stated and allegations made in his foregoing Answer are true as he verily believes.

Wright Harriman.

Sworn to before me by said Wright Harriman and by him signed in my presence, this 5th day of March 1881.

W. W. Wright, Clerk.

Entry

Afterward on the 17th day of February 1882 the following Entry was made on the Journals of said Court which reads as follows, viz:

William A. Telkner by &c. } This day again came the said
vs } parties by their attorneys and also came the Jury here to
Wright Harriman } [illegible]

Petition

[illegible]

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mpannelled and sworn and the trial proceeded And the said Jury having heard the testimony, the argument, and charge of the Court, retired to their room in charge of the Sheriff for deliberation. And now come the said Jury into open Court with their verdict in writing signed by their foreman and say: The State of Ohio. Union County ss. Jan. Term A.D. 1882. In vac Jan. 1882. William A. Tilkins, by his next friend vs Knight Harriman. We the jury in this case being duly impannelled and sworn do find and say that we find for the Defendant.

R. C. Robb. Foreman.

Afterward on the 1st day of Feb. 1882. the following entry was made on the Journal of said Court which reads as follows, viz:

Entry

William A. Tilkins by &c. }
vs
Knight Harriman. }

The Jury at a former day of this Term having found a verdict for the Defendant and the said Plaintiff having filed a motion for a new trial This cause came on to be heard upon said motion for a new trial, and was argued by counsel and submitted On consideration whereof the Court do overrule said motion and thereupon awarded judgment upon said verdict for cost in favor of Defendant It is therefore considered ordered and adjudged by the Court that the said Defendant recover of the Plaintiff his cost herein expended taxed to $. To which ruling of the Court in overruling said motion for new trial and awarding judgment upon said verdict for cost the Plaintiff by his counsel except.

Attest W. W. Wright Clerk.

Pleas before His Honor John L. Boter Judge of Court of Common Pleas begun and held at the Court House in the town of Marysville Ohio. within and for the County of Union and State of Ohio. on the 9th day of January 1882. Heretofore to wit: on the 24th Day of January 1882 the following Petition, Answer and Entry were filed with the Clerk of said Court which reads as follows, viz:

Petition

J. H. Robinson }
vs
Robert B. Smith }

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

J. H. Robinson the above named plaintiff says that there is due him from Robert B. Smith Defendant on a promissory note made by the Defendant the sum of One Hundred & Eighteen 00/100 Dollars dated the 6th day of April A.D. 1878. which note with the warrant of attorney thereto annexed is hereto attached the sum of

One Hundred & Eighteen Dollars & five cents with interest thereon at 8 % from the 24th day of Jan. A.D. 1881. The Plaintiff further say that plaintiff is the legal owner and holder of said note that the same is due and unpaid. That the only credits thereon are $50 00 Paid July 13th 1878. - $25 00 Paid Nov. 23/80. $60 00 Paid July 1 1880. $25 00 Paid Jany 24th 1881. A copy of said note with the endorsements is hereto attached.

Wherupon the Plaintiff asks judgment against said Defendant for the sum of One Hundred & Eighteen Dollars & five cents with 8 % interest from the 24th day of January. A.D. 1881.

J. W. Robinson. in person.

The State of Ohio. Union County ss. J. W. Robinson the above named Plaintiff being duly sworn says. that he believes the statements in the foregoing petition to be true.

J. W. Robinson.

Subscribed by J. W. Robinson in my presence, and sworn to by him before me this 24th day of January A.D. 1882.

W. M. Wright, Clerk.

Note $257 45/100 Marysville O. April 6th 1878.

On the 8th day of July after date as principal debtors we jointly and severally promise to pay to the order of J. W. Robinson Two Hundred & Fifty Seven 45/100 Dollars for value received with 8 % int. after 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 6th day of April, 1878.

Robert B. Smith Seal.

Answer. J. W. Robinson } In Court of Common Pleas, Union County ss.
vs
Robert B. Smith }

And now come Robert B. Smith the above named Defendant by the undersigned his 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 One Hundred & Twenty seven Dollars & Fifty cents the amount appearing due for principle

Entry

J. W. R
vs
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Attorneys of Record
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and interest on said note, and also consents 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. Jan 24th 1882.

D. D. Ayers, Atty for Defp.

Entry

J. W. Robinson
vs
Robert B. Smith

This day came the Plaintiff by J. W. Robinson Attorney and thereupon came D. D. 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, waive 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 alleged in said plaintiffs Petition, the sum of $127.50 It is therefore considered that said plaintiff recover of said Defendant the said sum of $127.50 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. Ringer 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 9th day of January 1882. Heretofore to-wit on the 5th day of March 1881. the following Petition was filed with the Clerk of said Court which reads as follows viz:

Petition

Henry Fox
vs
John Liggett,
Mary A. Fry and
William Fry.

Court of Common Pleas Union County, Ohio.

The Plaintiff says. He has a legal estate in and is entitled to the possession of the following described premises situate in the County of Union and State of Ohio being part of Virginia Military Survey No. 3261. Original Survey, patented to Henry Bedinger Beginning at the South West corner of Robert White's survey No. 3234 also the North West corner of land Survey No 3261 being two White oaks a buch and sugar tree. Thence S. 15° E 234 poles to the

South West corner of said last named Survey, being a White Oak and two Sugar trees. Thence S. 10° E. 40 poles to two sugars and a hickory. Thence N. 53 E. 20 poles more or less to an old marked line. Thence N. 10° W. to the South line of Robert White's survey being the N.W. corner of land of William Fry, in said Survey No 3261. Thence South 88° W with the South lines of said Robert Whites, to the beginning containing Thirty Seven Acres more or less. The Defendants ever since the first day of October 1880 has unlawfully kept the Plaintiff out of possession of said Premises. The Plaintiff asks judgment for the delivery of the possession of said premises to him

P.B. Cole & Son. Attys for Pff.

State of Ohio Union County ss. Henry Fox being sworn says that the facts stated and allegations in his foregoing petition are true as he believes

Henry Fox.

Sworn to before me and subscribed in my presence March 5th 1881

W.M. Knight, Clerk.

Praecipe: To Clerk: Issue Summons against Defendants. returnable according to law.

Afterward on the 5th day of March 1881 the following 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: You are hereby required to notify John Liggett & Mary A. Fry late William Fry, that they have been sued by Henry Fox in the Court of Common Pleas of Union County and that unless they answer by the 2d day of April A.D. 1881 the petition of the said Henry Fox 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 March A.D. 1881. Witness my hand and the seal of said Court this 5th day of March A.D. 1881.

W.M. Knight, Clerk.

Fees 2.00

Sheriff's Return: The State of Ohio, Union County ss. Received this writ March 5th 1881 at 10 o'clock A.M. and pursuant to its command I served the same by delivering a certified copy thereof with the endorsements thereon to each of the within named Defendants on the 14th day of March 1881. Service 90¢ Mileage $2.80 Less 60¢ Total $3.30

John Hobensack Sheriff By Thos. Martin Dep

Afterward on the 14th day of March 1881 the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Answer.

Henry Fox
Vs
John Liggett et al.

} Court of Common Pleas, Union County, Ohio.

The Defendants for answers to the said plaintiffs petition say they admit that they are in possession of the lands in said petition described except the Defendants say said lands so described in said petition are a part of Survey No. 5611 instead of a part of Survey No 5261 as alleged in said petition but all the other allegations of said petition are denied by the Defendants.

Second: For a further defense said Defendants say that the Plaintiffs said Cause of Action did not accrue within twenty one years prior to the commencement of this action: That the Defendants for more than twenty one years last prior to the commencement of this action has held and occupied said lands claiming title & the possession thereof, continually, openly, adversely & exclusively for more than twenty one years prior to the 5th day of March 1861. when said petition was filed and the Plaintiffs right of action to said land is barred by the Statute of limitations of the State of Ohio.

3rd Third: The Defendants say that on or about the 25th day of August 1853. a dispute existing as to the bounding line of Survey No 5611 and the Defendants and those under whom the Defendants hold the said parcel in said petition described had Wm B Irwin the County Surveyor of said County of Union make an official survey of said parcel & all the adjoining Surveys & all of the claimants of said parcel, viz: E. Fuller, Chester Fox, Pemberton Liggett, Wm Liggett, Alexander Hyatt, & John Liggett were present when the same was done and said Irwin established the east line of Survey No 5611. as where said petition described line & decided in his report which he recorded as his decision establishing line, that said lands in said petition described are a part of Survey No 5611. Patented to James Galloway Jr. assignee of Thomas M. Bailey by Patent bearing date April 8th 1809. under whom the Defendants hold and possession ever since said survey. the Defendants and those under whom the hold have held said peaceable continuous, adverse & open possession of said lands as plaintiff well knew. Therefore said plaintiffs say that they own said lands in fee simple & are entitled to have & to hold the same, and pray judgment against the Defendants

Robinson & Piper Attys for Defts

The State of Ohio, Union County ss. John Liggett one of the Defendants being duly sworn deposes and says

he believes the allegations of said answer are all true.
John Liggett.
Sworn to before me & signed in my presence this
14th day of March 1861.
W. W. Winget, Clerk.

Afterward on the 14th day of May, 1861. the following
Entry was made on the Journal of said Court which reads
as follows, viz:

Entry. Henry Fox }
vs }
John Liggett, Admr. }

This day came on this cause to be heard
on the application of Plaintiff to continue this cause for the
reason of absence of material witness xx in Coun-
which cause being found sufficient this cause
is continued at Plaintiffs cost. It is therefore
adjudged by the Court that Defendant recover of the
Plaintiff the costs of this term and this cause is con-
tinued.

Afterwards on the 16th day of December 1861. the follow-
ing Reply was filed with the Clerk of said Court which reads
words & as follows, viz:

Reply. Henry Fox }
vs } Court of Common Pleas
John Liggett Admr. }

Now comes the Plaintiff and for
his reply to the second ground of Defense alleged in Defendants
answer says. He denies each and every
allegation therein contained

R B Dole & Son, Attys for Plff.

Henry Fox Plff. being sworn says that the facts
stated and allegations in his foregoing reply are true
as he verily believes.

Henry Fox.

Sworn to before me and subscribed in my presence
December 15th 1861.

R L Woodburn Notary Public.

On the 7th day of January the following Entry was made on
the Journal of said Court which reads as follows, viz:

Entry. Henry Fox }
vs }
John Liggett Admr. }

This cause came on to be heard on
motion of Plaintiff to strike out & said motion is
sustained.

Afterward on the 19th day of January 1862 the
following Entry was made on the Journal of
said Court which reads as follows, viz:

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Entry

Henry Fox }
vs. }
John Liggett et. al. }

This day came said parties by their attorneys, and also came the jury heretofore impannelled and sworn and the trial procedd 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 signed by their foreman and say: The State of Ohio. Union County ss. January Term A.D. 1882. To wit. Jan. 1882. Henry Fox vs John Liggett et. al. We the jury in this case, being duly impannelled and sworn do find and say that we find for the Defendants.

Isaac Bowersmith Foreman.

Afterward on the 6th day of February 1882 the following Entry was made on the Journal of said Court which reads as follows:

Entry.

Henry Fox }
vs }
John Liggett et. al. }

Now comes the said Henry Fox and presents to the Court his certain bill of exceptions herein which being found by the Court to be true, is allowed, signed and sealed. And said motion is hereby made part of record in this case.

On the 6th day of February 1882 the following Entry was made on the Journal of said Court which reads as follows:

Entry

Henry Fox }
vs }
John Liggett et. al. }

The Jury in this action having on a former day of this term rendered a verdict for the Defendants and this cause coming on for hearing on the motion of the Plaintiff to set aside the verdict and for a new trial herein and the Court on consideration doth overrule the same. It is therefore considered by the Court that the said Defendants go hence without day and recover from the said Plaintiff their costs herein expended, taxed to $ ——— To all which rulings, orders and judgment the Plaintiff then in Open Court excepted and did pray the Court to allow, sign and seal his Bill of Exceptions all of which was accordingly done and ordered to be made a part of the Record in this case.

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 Mansfield, within and for the County of Union and State of Ohio, on the 9th day of January, 1882. Hereinbefore to-wit on the 7th day of July, 1880 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Joseph H. Cummings Admr
of Robert Smith Deceased.

vs.

Petition — Samuel Kaddle, Admr of Federal Ford Deceased, Daniel S. Ford, William W. Ford, Lucinda Ford, Dora Armstrong, Ed J. Armstrong, Defendants.

Court of Common Pleas Union County Ohio.

I. Plaintiff says:

For his first cause of action, Onor about the 5th day of April A.D. 1878, he was duly appointed and qualified and letters were granted to him as administrator of Robert Smith, late of Sandusky County Ohio, deceased by the Probate Court of said Sandusky County. That on the 19th day of April 1878, Defendants Daniel S. Ford and Federal Ford, made and delivered to plaintiff their certain three promisory notes true copies of which with all the credits and endorsements thereon are in words and figures following, to-wit: O.B.C.

"A" $976 25/100 — Pottsbury Ohio, April 19th 1878.

Three years after date we Promise to pay to the order of J. H. Cummings, Admr. of R. Smith Nine Hundred Seventy Six 25/100 Dollars at 8% interest payable annually value Received.

Attest L. Piper. — Federal X his Ford mark. D. S. Ford.

"B" $976 00/100 — Pottsbury Ohio, April 19th 1878.

Four Years after date we Promise to pay to the order of J. H. Cummings, Admr. of R. Smith, Nine Hundred Seventy Six 25/100 Dollars at 8 percent interest payable Annually. Value Received,

Attest L. Piper. — Federal X his Ford mark. D. S. Ford.

"C" $976 25/100 — Pottsbury Ohio, April 19th 1878.

Five Years after date we promise to pay to the order of J. H. Cummings, Admr of R. Smith Nine Hundred and Seventy Six 25/100 Dollars at 8 percent interest payable annually. Value Received.

Attest L. Piper. — Federal X his Ford mark. D. S. Force.

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No payments have been made on said promissory notes.
After the execution of said notes to-wit, on or about the day of
A.D. 187 the said Lideral Ford died leaving Daniel
S. Ford, William M. Ford and Lucinda Ford & Dora Armstrong
his heirs at law. Afterwards, to-wit: on or about the day of
A.D. 187 the said Samuel Waddle was duly appointed
and qualified and letters were granted him as the administrator of said Lideral Ford, Deceased, by the Probate Court
within and for the County of Union and State of Ohio.
Plaintiff further avers that there is now due him on said
promissory notes from the Defendants Samuel Waddle
as such Administrator of Estate of Lideral Ford, Deceased,
and Daniel S. Ford the sum of Four Hundred Sixty Eight
& 84/100 Dollars with interest on $234.42 from April 19th 1879 at 8%
interest, on $234 42/100 from April 19th 1880 at 8% per annum payable
annually, and for which said amount the Plaintiff asks
Judgment.

III For his Second Cause of Action the Plaintiff says:
That the said Lideral Ford and his wife Priscilla Ford
(at that time in full life) on the 19th day of April A.D. 1878,
to secure the payment of said note, executed and delivered
to the Plaintiff their mortgage deed, and thereby conveyed
to the Plaintiff his successors & assigns the following lands
and tenements situate in said County of Union, State of Ohio,
in the Virginia Military District bounded and described
as follows, A certain lot or tract of land containing
One Hundred (100) Acres be the same more or less. Situate
between the Little Miami & Scioto Rivers in said County
and State, being part of Military Survey No 12408 originally for
823 acres in the name of James Galloway and surveyed
to said James Galloway on the waters of Darby Creek, and described
as follows: Beginning at a Sugar Tree, Beech & Ash
Easterly Corner to Richard Dorsey's heirs Survey No. 12282,
thence S. 38° E. 130 poles to a Beech, Hickory & Dogwood
thence S. 52° W. 124 poles to an Elm, Lynn & Hickory, thence
N. 38° W. 130 poles to two Sugar Trees, and a Beech in the
line of said Dorsey's heirs Survey, thence with said line
N. 52° E. 124 poles to the beginning and being the same
premises now occupied by the said Lideral Ford and
Priscilla Ford. On the 25th day of April A.D. 1878, at
9 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 10th day of May, A.D. 1878, in
Volume 14, Page 193 of said Union County Record of mort
gages. The condition contained in said mortgage
deed was in substance that if the said Lideral
Ford and D.S. Ford should pay or cause to be paid
unto the said J.W. Cummings as said administrator
of the said Robert Smith deceased said promissory Notes

with the interest on the same when they should become due then the said conveyance by the said mortgage deed to be void, otherwise to stand remain in full force and virtue in law. The condition in said mortgage deed has been broken and the same has become absolute by the non payment of the interest due April 19th 1879. and interest due April 19th 1880 nigh in a sum of Four hundred and Sixty Eight & 67/100 Dollars. The Plaintiff has by said mortgage deed a good and valid claim upon the premises therein described, which is the first and best lien thereon. Wherefore the Plaintiff prays judgment against the Defendants. D.S. Ford and Samuel Waddle as the administrator of the estate of the said Lydia Ford for said sum of $468 67/100 with interest on $234 42/100 from April 19th 1879 at 8% payable annually, and interest on $234 42/100 from April 19th 1880 payable annually. And plaintiff further prays that said mortgage 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.

Robinson & Piper. Attys for Pl'ff.

State of Ohio Union County ss. I Piper being duly sworn according to law says he one of the attorneys of the said J.W. Cummings Plaintiff duly authorized in the premises. That the said J.W. Cummings is a non-resident of the said County of Union and now absent therefrom and that the facts stated and allegations in the foregoing pleading are as affiant believes true.

J. Piper

Sworn to before me by J. Piper & by him subscribed in my presence this 6th day of July, A.D. 1880, Should be 1880

W.M. Wedge, Clerk.

Praecipe To Clerk: Issue Summons upon the foregoing Petition to the Sheriff of Union County, Ohio. for Defendants returnable according to law. Endorse, Amt Claimed $468 67/100 at 8% from April 19, 1879 on $234 42/100 & interest on $234 42/100 at 8% from April 19th 1880 payable annually & foreclosure of Mortgage.

Afterwards on the 7th day of July A.D. 1880 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 Samuel Waddle Admr of Lydia Ford. Daniel S. Ford. William M. Ford and Lucinda Ford. that they have been sued by Joseph W. Cumming Admr. of Robert Smith dec'd. in the Court of Common Pleas. of Union County, and that unless they answer by the 7th day of August A.D. 1880 the petition of the said Joseph W. Cumming against

Entry. Sam

Sheriffs Return

Entry.

Recvd Bond.

Have 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 19th day of July A.D. 1880. Witness my hand and the seal of said Court, this 7th day of July, A.D. 1880.

(Seal) W.M. Knight Clerk.

Sheriff's Return. The State of Ohio, Union County ss. Received this writ July 7th A.D. 1880 at 4 o'clock P.M. and pursuant to its command served the same on the 15th day of July, 1880 by delivering a certified copy thereof with the endorsements thereon to each of the within named Lucinda Ford, & Samuel Waddle Admr. & by leaving a certified copy thereof with the endorsements thereon at the residence of each of the within named Daniel S. Ford and William M. Ford. Service 95¢ Mileage $1.20 Copy $1.00 Total $3.15.

J. Miller, Sheriff.

Afterwards on the 15th day of September 1880 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry. J.W. Cummings Admr. vs Samuel Waddle Exr.

And now came on this cause to be heard upon the motion of the Plaintiff herein for the appointment of a receiver herein. And the Court being fully advised in the premises find that the sale of the lands in the Petition described will be insufficient to pay the mortgage lein herein. It is ordered that David Burn be appointed receiver of rents, issues and profits of said lands with full power to rent said lands and collect the rents and to possess and control said lands for that purpose.

And it is ordered that before entering on his duties ~~as~~ such receiver execute to the Defendants Daniel S. Ford, William M. Ford & Lucinda Ford & another (name not known as heirs of said Federal Ford) an undertaking conditioned according to law, in the sum of five Hundred Dollars ($500.00) And now come the said David F. Burn and presented his undertaking with J.F. Rublen & J.W. Cummings as sureties to the approval of the Court and was duly sworn as such receiver.

Receiver's Bond. Whereas David F. Burn was on the 15th day of September A.D. 1880. duly appointed a receiver in the case of J.W. Cummings admr of the estate of Robert Smith dec'd Plaintiff against Samuel Waddle Admr of the Estate of Federal Ford & others Defendants now pending in the Court of Common Pleas within and for the County of Union and State of Ohio.

Now therefore, We David F. Burn as principal, and J.F. Rublen & J.W. Cummings as sureties undertake to said defendants in said cause in the sum of five Hundred Dollars that

the said David T Burr shall faithfully discharge the duties of Receiver in the said action, and obey the orders of the Court therein

David T. Burr. (Seal)
J. H. Ruhlen (Seal)
J. W. Cummings (Seal)

I approve the above undertaking, and the sureties therein.

W. W. Winget Clerk of the Court of Common Pleas

Union County O. Dated this 15th day of Sept. A. D. 1881.
The State of Ohio. Union County ss. D. T. Burr makes solemn oath that he will faithfully perform the duties of Receiver in the within cause of J. W. Cummings Admr &c. Plaintiff against Samuel Waddle Admr &c. et als Defendants

David T. Burr.

The above was signed by said David T. Burr in my presence, and sworn to by him, this 15th day of September A. D. 1881 before me.

W. W. Winget, Clerk.

Legal Notice

On the 26th day of February 1881 the following printed notice was filed with the Clerk of said Court which reads as follows.

Dora Armstrong of the State of Indiana will take notice that J. W. Cummings as Administrator of the estate of Robert Smith Deceased did on the 7th day of July A. D. 1880 file his petition in the Court of Common Pleas within and for the County of Union and State of Ohio, against the said Dora Armstrong & Samuel Waddle as Admr of the Estate of Lideal Ford deceased, Daniel S. Ford, William M. Ford & Lucinda Ford, setting forth that the said Lideal Ford, during his lifetime gave a mortgage on the lands in the Petition described Situate in the County of Union, in the State of Ohio, to secure the payment of $2936.28 according to certain notes referred to in said mortgage and praying that said Defendants may pay the same now claimed to be due as interest amounting to $416.84 or that said premises may be sold to pay the same, and the said Dora Armstrong is hereby notified that the above case will be for hearing at the next term of said Court beginning on January 10th 1881

Robinson & Piper Attys for Pltff.

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 December 15th 1880.

W. O. Shearer

Sworn to and subscribed before me this 26 day of Jany 1881.

W. W. Winget, Clerk.

Entry

Afterward on the 27th day of September 81 the following Entry was made on the Journal of said Court which reads as follows, viz:

Joseph W. Cummings Admr &c, }
vs
Samuel Waddle Admr &c et al, }

This day came the Plaintiff by his Attorneys and the Defendants being in default for Answer and demurrer the Court find that the allegations of the Petition are by them confessed to be true, That the said Federal Ford & Priscilla Ford his wife are dead. that said Samuel Waddle was duly appointed his Administrator and that as such Administrator he has made full settlement of all matters of said Estate with the Probate Court of said County of Union, and that so far as this case is concerned he as such administrator is discharged therefrom. That the said Daniel S. Ford William M. Ford, Priscilla Ford & Dora Armstrong are the heirs and only heirs at law of the said Federal Ford & Priscilla Ford, now deceased and that they as such heirs and Defendants in this case have been duly served with process in this case. And the Court further find that the first note in said Petition set forth fell due on the 19th day of April A.D. 1881 together with all the interest on the said sum in said note set forth, and that the Defendant Daniel S. Ford as one of the joint makers of said notes is indebted to said plaintiff in the sum of Eighteen Hundred & Eighty five and 44/100 Dollars, ($1885,44) being principal of 1st Note and interest to Oct. 19th 1881. It is therefore considered by the Court that the said plaintiff recover from said Defendant Daniel S. Ford the said sum of $1885,44 and his costs herein expended taxed to $. subject however to credit of Whatever sum may be collected from sale of Premises in the petition described upon which the Mortgage therein described was given by the said Federal Ford & Priscilla Ford, to secure the payment of said notes. The Court further find that the said Federal Ford & Priscilla Ford his wife in their life time executed and delivered to the Plaintiff Joseph W. Cummings as Administrator of the Estate of Robert Smith Deceased the mortgage deed in the petition described and on the premises therein described. That said mortgage deed was duly recorded in Book 14 Page 193 of the Records of Mortgages of said County of Union and is the first lien on the premises in the petition described. Court further find that the condition of defeasance in said mortgage has been broken and that said plaintiff is thereby entitled to have defendants equity of redemption foreclosed. It is therefore considered

that unless the defendants within thirty days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this case and to the said Plaintiff the sum of $1885 44/100 with interest from the 19th day of October 1881 payable annually at 8% per annum 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 Ohio. directing him to sell same premises as upon execution and bring the proceds into court for further order and as to the notes not due and all other matters this cause is continued

Afterward on the 17th day of November A.D. 1881 the following Order of Sale was issued by the Clerk of said Court which reads as follows, viz:

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 and for said County, on the 27th day of September A.D. 1881 in the cause of J. W. Cummings Admr. of Robert Smith Deceased. Plaintiff and Samuel Waddle et al Defendants. It was ordered adjudged and decreed as follows: That unless the Defendants within 30 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 $1885 44/100 with interest from the 19th day of October 1881 payable annually at 8% per annum that an order of sale shall issue to the Sheriff of said County of Union, Ohio directing him to sell the premises described in the Plaintiffs petition as upon execution and bring the proceeds into Court for further Order.

Description

Situate in the County of Union and State of Ohio in the Virginia Military District. bounded and described as follows: A certain Tract of land containing One Hundred Acres be the same more or less. Situate between the Little Miami & Scota Rivers in said County & State being part of Military Survey No 2490 originally for 1823 Acres in the name of James Galloway and others & patented to said James Galloway, on the waters of Darby Creek, and described as follows; Beginning at a Sugar tree, Buch and Ash. Easterly corner to Richard Dorseys, Survey No 12282 Thence S. 38° E. 130 poles to a beech, hickory & ironwood; Thence S. 52° W. 124 poles to an Elm, Locust & Hickory. Thence N. 38° W. 130 poles to two sugar trees and a beech in the line of said Dorseys heirs Survey. Thence with said line N. 52° E. 124 poles to the beginning being the same premises now occupied by Lidical Ford and Priscilla Ford.

Exd
Sheriffs Return

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 Seal and the seal of our said Court of Common Pleas, at Marysville, Ohio, this 17th day of November A.D. 1881.

W. W. Wright, Clerk.

Sheriff's Return.

The State of Ohio, Union County ss. In obedience to the command of the order of sale hereto annexed, I did, on the 18th day of November 1881 summon Ross Townsend, Ezra Tallman and D. W. Seddith, three disinterested freeholders, residents 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 November A.D. 1881 said appraisers returned to me under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the same value in money of the same at Thirty five 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 23d day of November 1881 I caused to be advertised in the "Marysville Tribune" (a newspaper printed and published and of general circulation in Union County). said land and tenement to be sold at public sale, at the door of the Court House of said County on the 24th day of December A.D. 1881 at 11 o'clock A.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 to said notice I did, on the 24th day of December 1881 at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came Christopher Kesler and A.J. Whitney who bid for the same the sum of Thirty one Dollars per acre. and said sum being more than two thirds of the appraised value thereof, and said A.J. Whitney and Christopher Kesler being the highest and best bidders therefor, I then and there publicly sold and struck off said lands and tenements to them for said sum of Thirty one Dollars per acre. Service 30¢ Sum'g Swear. Appr's $1.20 Writing Appr'l 30¢ Copy of Appr'l 30¢ Notice to Pub. 30¢ Writing notice 30¢ Mileage $1.92 Poundage $36.00 Total $40.60 Appr's Fee $9.00 Pro Fees $12.00

John Hobensack Sheriff.

Printed Notice.

J. H. Cummings Admr. }
vs } Court of Common Pleas. Union County O.
Samuel Waddle 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 the town of Marysville, Ohio. on Saturday December 24th 1881. at or about the hour of one o'clock P.M. of said day the following described real estate to-wit: Situate in the Township of Allen, County of Union, State of Ohio. in Virginia Military District, bounded and described as follows: A certain tract of land containing One Hundred Acres, be the same more or less situate between the Little Miami & Scioto Rivers in said County and State, being part of Military Survey No. 1240 originally 823 acres in the name of James Galloway & others and patented to said James Galloway on the waters of Darby Creek, and described as follows: Beginning at a Sugar tree, beech and Ash Easterly corner to Richard Corsey's heirs Survey, No. 2282. thence S. 38° E. 130 poles to a beech hickory dead ironwood. thence S. 52° W. 124 poles to an Elm. Ironwood & hickory. thence N. 38° W. 130 poles to two Sugar Trees and a beech in the line of said Corseys heirs survey; thence with said line north 52° E. 124 to the beginning, being the same premises now occupied by Federal Ford & Priscilla Ford. Appraised at $35 per acre Terms of sale, cash

John H. Ensack, 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 the County of Union, the first publication beginning with Nov. 23rd 1881.

J. H. Shearer.

Sworn to and subscribed before me this 10th day of Jan. 1882.

W. W. Kruger, Clerk.

Afterward on the 11th day of January 1882 the following entry was made on the Journal of said Court which reads as follows viz:

Entry.

J. H. Cummings Admr. &c. }
vs }
Samuel Waddle Admr. et al. }

On motion of Plaintiff and on his producing the return of the Sheriff of the sale made under former orders 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.

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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 purchasers A.J. Whitney & E. Kenton by deed in fee simple the lands and tenements so sold and the said purchasers is hereby subrogated to all the rights of the said lien holders in said premises so far as they may be paid herein for the protection of his title.

And the Court coming now to distribute the proceeds of said sale, amounting to thirty one hundred Dollars it is ordered that the Sheriff out of the money in his hands pay, first. The costs in this action taxed to ff

Secondly, The taxes on said lands including simple tax of 1881. and assessments of Gravel road tax due on December 1881 & June 1882, but no more, Amounting in all to $444 20/100. Thirdly. The Court find that in addition to the Judgment herein on the first note in the petition set forth that the second & third notes in the petition set forth, are not due and that there is owing thereon to the said Plaintiff the sum of Nineteen Hundred fifty three & 27/100 Dollars. ($1953 27/100) with interest at 8% from Oct. 19th 1881. which the Court find the plaintiff is entitled to receive out of the proceeds of said sale by virtue of his lien on the property sold. It is therefore ordered that the Sheriff pay to plaintiff J.W. Cummings assignee administrator the amount in the former decree found due and the interest on same at 8% and that the balance of said money be also paid to said plaintiff to be credited on said notes not due and it is further ordered that as to the report of the receiver hereinbefore appointed & the unpaid balance on notes not due and as to other matters this cause be continued.

Attest W.W. Winget, Clerk.

Supplemental Record Vol. 21 Page 472

Continued from Book 15 Page 460.

State of Ohio Union County ss.

Mary J. Baker & others
vs
Richard D. White & others
} In the Court of Common Pleas

Ans. and Cross Pet. of R. D. W.

The Defendant Richard D. White for his separate answer to the petition in this case and for Cross Petition says: That since this suit was brought he has purchased of the said Plaintiffs their entire interest in said petition described and that he is now the legal owner and holder of all their said interest by deed in fee simple. That he has also purchased all the interest of the following named defendants, to-wit: Joshua White, Benjamin White Benjamin Conwell, Richard Conwell, John Conwell, John L Conwell, Isaac White Jr. Alice A Burns and husband. Some of said interests this defendant bought before this suit was brought, and some of them since and this defendant now holds a deed in fee simple from each and all the above named parties as well as from said Plaintiff their entire interest in said premises, covering all their claims for rent and damages and this defendant is now the legal owner and holder of the entire interest of said Isaac White deceased in said premises so far as all the above named parties are concerned. The Defendant says that there has been many transfers and retransfers of said premises and of various parts and proportions thereof some by metes and bounds and some by general quit claim so that the title has become confused to some extent. That this defendant is entitled to about Sixty Seven and one third acres of said premises and that this defendant with the knowledge and consent of all the other parties interested has occupied his part in severalty of the west side of the same and the said Sarah Green holds about 25½ acres of the east side thereof and said Ashley Knightlinger has held a small portion 2 acres off of the NE corner there has been no legal partition but each of said parties have held the parties before mentioned by mutual consent and improved and enjoyed the same as they chose.

This defendant has made large and valuable improvements and that part occupied by him.

The defendants says that said Sarah Green holds her interest by various conveyances and that at one time she made a deed of the same to her children who now

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claim an interest in said lands and who are necessary
parties in order to a full and complete settlement & quieting
the title to said premises in order to avoid future litigation
The names of said children are Charles Green, Mattie Green, William
Green, Annie Green, Lou Green, & Lillie Green
That said Ashley Kightlinger holds a small portion of said lands
but whether his title to the same is just or not, this Defendant
has no knowledge and said Kightlinger is a necessary party to
the complete adjudication of the matters herein and the
settlement of said title. This defendant denies that
either the said Ebenezer Rosebery, Ellen Day, or Ray Stacy
have any interest whatever in said premises. This Defen-
dant asks that the said heirs of Sarah Green may be brought
in and made defendants, also that said Kightlinger may
be brought in and made defendant. That the full title
of said lands as well as the parts and portions of each
party may be determined, the right of all settled and
quieted and that in making the division that the
improvements made by this Defendant may be either
in land or in the proceeds of a sale should a sale be made
and that division be made in a just and equitable
manner to be determined by the Court and for all
such other and further relief as may be equitable and
to the Court seem meet.

Cameron & Benton, Attys for R.H.W.

State of Ohio, Union County ss. Richard H. White being
first duly sworn says the facts stated and the
allegations made in the foregoing Answer & Cross Petition
of this Defendant are true

R.H. White

Sworn to before me by said R.H. White and by him
signed in my presence this 6th day of August 1881

A.B. Stricker Notary Public, in Union Co.

Afterward on the 6th day of August 1881 the following Sum-
mons was issued by the Clerk of said Court which reads as follows:

Summons. The State of Ohio, Union County. To the Sheriff of the County of
Union. You are commanded to notify Charles Green, Mattie
Green, William Green, Anna Green, Lou Green minor over 14 years
Lillie Green minor over 14 years & Ashley Kightlinger that
R.H. White has filed an answer and cross Petition in the
Case of Mary J. Baker et al vs against Richard White et al, in
the Common Pleas Court of Union County, and that unless
they answer by the 3d day of September A.D. 1881, the cross petition
of the said R.H. White against them filed in the Clerks Office of
said Court, such petition will be taken as true and judg-
ment rendered accordingly. You will make due
return of this summons on the 15th day of August 1881
Witness my hand and the seal of said Court at Marysville this 6th day of August 1881

Seal.

E.W. Wright Clerk of Com Pleas Court Union Co O

Sheriffs Return

Received this writ August 6th 1881 Pursuant to to command Served the same by delivering a certified copy of this writ with the endorsements thereon to each of the within named Defendants on the 15th day of August 1881 Service $2.00 Copies $1.90 Mileage $2.42 Total $5.32

John H Cobensack Sheriff.

Afterward on the 30th day of August 1881. the following Answer and Cross Petition was filed with the Clerk of said Court which reads as follows, Viz:

Ans & Cross Pet. of Sarah Green.

Mary J. Bakenstos. }
vs. } Court of Common Pleas Union County Ohio.
Richard White et. al. }

And now comes the Defendant Sarah A. Green and for her answer and cross Petition of Richard White by way of Cross Petition says. That she is the owner in fee and in her own right of about thirty acres off the East side of the premises described in Plaintiffs amended petition and she has been in peaceable possession & enjoyment of the same for many years and has improved the same, and during said period no one has questioned her rights thereto. The defendant says that while her husband was still living and without any consideration whatever therefor, She was induced to sign a paper which she afterwards learned was what purported to be her deed attempting to convey a portion of the premises described in Plaintiffs Amended Petition to her children named in the answer & Cross-petition of Richard H. White but she avers said pretended deed is wholly fraudulent and void both in law and in equity. The Defendant asks that said pretended deed be set aside and held for naught and her title to that portion of the premises described in Plaintiffs Petition owned and occupied by her be quieted as against her said Children and all the other Defendants herein, and that the amicable partition or division of said premises as long agreed upon by said Richard H. White, Ashley Riglesinger, and this Defendant be ratified and confirmed by the Court & this Defendant and said Richard H. White and Ashley Riglesinger each be adjudged to hold in severalty that part or portion of said premises now held and occupied by each respecting and for all proper relief.

Carpenter & Brodrick Attys for S. G.

The State of Ohio. Union County ss. Sarah A Green the above named Defendant being sworn says the facts stated and allegations contained in her foregoing Answer & Cross Petition are true as she verily believes.

Sarah A Green

Ans & Cross Pet of S. A. Green

Entry

Ans & Cross Pet of S. A. Green

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Sworn to by Sarah A Green before me and signed by her in my presence this 30th day of August A.D. 1881.

W. D. Wingett, Clerk.

Afterward on the 21st day of September 1881 the following Entry was made on the Journal of said Court which reads as follows viz:

Entry

Mary J. Baker et als. }
vs }
Richard H. White et als. }

This cause is continued with leave to the Defendant Richard H. White to amend his Cross Petition within thirty days from the rising of the Court and to make new parties. Also leave to Sarah Green to amend in like time making new parties.

Afterward on the 19th day of November 1881 the following Ans & Cross Petition was filed with the Clerk of said Court which reads as follows, viz:

Ans & Cross Pet of R.H.W.

Mary J. Baker et als. } State of Ohio, Union County ss.
vs } Court of Common Pleas.
Richard H. White et als. }

The said Defendant Richard H. White for his separate answer and Cross Petition to the Plaintiffs Petition, That since this suit was brought he has purchased of the said Plaintiff their entire interest in said premises that he is now the legal owner and holder of all their said interest by deed in fee simple

That he has also purchased all the interest of the following named defendants to-wit: Joshua White, Benjamin White Benjamin Conwell, Richard Conwell, Joshua Conwell, John L. Conwell, Isaac White Jr. Alice A. Burris & her husband. Some of said interests this Defendant bought before this suit was brought and some of them since and this defendant now holds by deed in fee simple from each and all the above named Parties as well as from the said plaintiff their entire interest in said premises, covering all their claims for rents and damages and this defendant is now the legal owner of the entire interest of said Isaac White deceased in said premises so far as all the above named parties are concerned. The Defendant says there has been many transfers and retransfers of said premises and of various parts and portions thereof some by metes and bounds and some by general quit claim deeds that the title has become confused to some extent.

That this Defendant holds by various conveyances and is entitled to about sixty seven & one third acres of said premises and that this defendant with the knowledge and consent of all the other parties interested has occupied his part of the same severally off of the west side of the same and the said Sarah Green holds about 25 1/2 acres

S ½ of the east side of said premises and said Ashley Kightlinger has held a small portion S ½ of the N.E. Corner & there has been no legal partition but each of said parties have held the parts before mentioned by mutual consent and improved and enjoyed the same

This Defendant has made large and valuable improvements upon that part of said premises occupied by him

This Defendant says that said Sarah Green holds her interest by conveyances and that sometime she made a deed of the same to her children who now claim some interest therein and that said Children of Sarah Green are necessary parties to a complete settlement of the title to said lands and that a purchaser at sale would be subject to jeopardy if their interests were not adjudicated. Their names are as follows: Charles Green, Mattie Green, William Green, Annie Green, Lewis Green, & Lillie Green. Said Ashley Kightlinger holds a small portion of said premises and claims title thereto, but whether his claim is just or not this defendants is unable to state and said Kightlinger is a necessary party hereto. The Plaintiff says that in his life time one Jake Kightlinger held the title to said land and that in the year 18 he died childless and intestate she left a husband to whom as this defendant claims the said lands descended as his sole heir and it is through him that said Sarah Green and this defendant claims title to a portion of said lands. It is claimed by the brothers and sisters of said Jane Kightlinger who would have received her said estate at her death had it not been for her leaving a husband relict.

That said lands only descended to the husband of said Jane for life and that they have an estate in remainder in fee in said lands or that portion thereof owned by said Jane.

Their names are as follows: Ebenezer Rosberry a brother of said Jane, Elden Stacy, Elizabeth Fox, Polly Lockwood, Julia Vaughn now Julia Doyle, sisters of said Jane, Three sisters of said Jane died intestate leaving children who claim their respective mother's shares, to-wit: Pennilla Fox, died leaving Michael V. Fox, Rudolph M. Fox, Elizabeth A. Roberts, & Isaac J. Fox now living at Fradenville, Madison County Ohio, Daniel F. Fox now living at London, Ohio & Sylva J. Davis now living at Mechanicsburg, Ohio. Sarah Fox a sister of said Jane died leaving Pennilla C. Fox, who is now living at said Village of Fradenville. Said Sarah & Pennilla both left the same husband Isaac Fox who now lives at Fradenville, Ohio. Harriet Rice a sister of said Jane died leaving the following children Marion Rice, Ella Converse, Residing at Unionville, Union County Ohio and Hattie Clark and Hannah Hunt

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residing at Mechanicsburg, Ohio. This Defendant is unable to state the death of either of the sisters of said Jane Knightinger that she left only the brothers and sisters herein named and all the children and legal Representatives of those that are herein before named. That the said heirs of Jane Knightinger are necessary parties to this suit in order to determine the title.

That on the 28th day of February 1877 before this Defendant had answered there was placed on the Journals herein of this Court an order ordering partition to be made of said premises reserving all rights of Jane Knightinger, leaving the title in doubt and making it unsafe for a purchaser to buy said lands at partition sale. This Defendant says that in order to give a clear title to said lands if sold at partition sale and in order to protect and determine the rights of all parties claiming title or interest to said lands as well as to avoid a multiplicity of suits it is necessary to have the former entry vacated and all of said parties brought in and to have a full and ample hearing, when all matters may be fully settled and put at rest. This Defendant says that the improvements made on said lands by him have been made in good faith and that in making partition they should be allowed him.

This Defendant therefore prays, That all of said parties may be duly notified and requested to answer and set forth their title if any they have. And that a full and ample hearing may be had herein and that all the questions in regard to the title of said lands may be justly determined and the parts and portions thereof may be found, that the former entry of partition may be vacated and a new order made, that in ordering partition and making division the improvements made by this defendant may be allowed to him either in the lands or the proceeds of a sale should sale be made, and that division and partition may be made in an equitable manner as the Court may direct and for all such other action by the Court as equity and the right of the parties may demand.

J. L. Harrison Atty for Richard White.

State of Ohio Union County ss. Richard White being first duly Sworn deposes and says that the facts stated and allegations made in his foregoing Answer and Cross petition are true as he verily believes.

Richard White

Sworn to before me by said Richard White and by him signed in my presence this 18th day of November 1881

O. B. Stricker Notary Public Union Co. O.

Praecipe Clerk. Issue a summons to the Sheriff of Putnam County, Ohio for Julia Vaughn,

To the Sheriff of Madison County for Elizabeth Fox, Michael V. Fox, Rudolph M. Fox, Elizabeth A Roberts, Isaac J. Fox, Daniel F. Fox, and Bernilla C. Fox.

To the Sheriff of Champaign

County, for Lylva J. Davis, Hattie Black, Hannah Kent
& Polly Lockwood. To the Sheriff of Union County for Marion
Rice, & Ella Converse.

Afterward on the 26th day of November A.D. 1881 the following
Summons was issued by the Clerk of said Court which reads as follows.
Summons. The State of Ohio Union County. To the Sheriff of the County of Union
You are commanded to notify Marion Rice & Ella Converse
That Richard White has filed an answer and Cross Petition
in the case of Mary J. Baker et al. vs. Richard White et als. in
the Common Pleas Court of Union County, and that unless they
answer by the 24th day of December A.D. 1881 the Cross Petition
of the said Richard H. White against them & others filed
in the Clerks Office of said Court, such Petition will be taken
as true and judgment rendered accordingly. You will make due return
of this summons on the 5th day of December A.D. 1881.
Witness my hand and seal of said Court at Marysville this
26th day of November A.D. 1881.

Seal
Sheriffs Return. W. W. Wright, Clerk.

Received this writ November 26th A.D. 1881 at 4 P.M. and pur-
suant to its command on the 29th day of November 1881 I served
the same by delivering a certified copy thereof with the endors-
ments thereon to each of the within named Defendants Marion
Rice & Ella Converse Service $1.50 Copies 40¢ Mileage $1.44 Total $3.29

John Hobensack, Sheriff.

Afterward on the 6th day of November 1881 the following Sum-
mons was issued by the Clerk of said Court which reads as follows;
Summons. The State of Ohio, Union County, To the Sheriff of the County of Madison
You are commanded to notify Elizabeth Fox, Michael V. Fox, Rudolph
M. Fox, Elizabeth A. Roberts, Isaac J. Fox, Daniel Fox & Permelia E.
Fox, That Richard White has filed an answer and Cross Petition
in the case of Mary J. Baker et al against Richard White et als. in
the Common Pleas Court of Union County, and that unless they
answer by the 24th day of December A.D. 1881 the cross petition
of the said Richard H. White against them & others filed
in the Clerks Office of said Court, such Petition will be taken
as true and judgment rendered accordingly.
You will make due return of this summons on the
5th day of December A.D. 1881. Witness my hand and
seal of said Court at Marysville this 26th day of November
A.D. 1881.

Seal
Sheriffs Return. W. W. Wright, Clerk of Unions C.

Received this writ November 27th A.D. 1881 at 4 o'clock P.M. and
December 2d 1881 I served the within named Defendants Eliz-
abeth Fox, Michael V. Fox, Rudolph M. Fox, Elizabeth A. Roberts
Isaac J. Fox, Daniel F. Fox, and Elizabeth E. Fox, by delivering
to each of them personally a certified copy of this writ with
all the endorsements thereon. Service $1.10 Copies $1.20 Mileage
$4.00 Docketing & Postage 15¢ Total $6.45.

W. Jones, Sheriff. M.C.

On the 26th day of November 1881 the following Summons was issued by the Clerk of said Court which reads as follows viz;

Summons — The State of Ohio Union County, To the Sheriff of the County of Champaign: You are commanded to notify Sylvia J Davis, Hattie Clark, Hannah Hunt, & Polly Lockwood, that Richard H. White has filed an answer and Cross Petition in the case of Mary J. Baker vs. against Richard White et als in the Common Pleas Court of Union County, and that unless they answer by the 24th day of December A.D. 1881 the cross Petition of the said Richard H. White 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 5th day of December A.D. 1881.

Witness my hand and the Seal of said Court at Marysville this 26th day of November A.D. 1881.

(Seal) W.M. Knight, Clerk of Com Pleas Court Union Co.

Sheriff's Return — Received this writ November 28th 1881 & on the same day I served the within named Polly Lockwood by leaving a certified copy of this writ at her residence, and on the 30th day of November 1881 I served the within named Sylvia J Davis, Hattie Clark and Hannah Hunt personally by delivering to each of them a a true copy of this writ with the endorsements thereon. Service 75c Mileage $4.80 Copies 64c Docket & Postage 26c Total. $6.45.

Jos. Chamberlain Sheriff, Champaign Co.

Afterward on the 16th day of December 1881 the following Summons was issued by the Clerk of said Court which reads as follows, viz;

Summons — The State of Ohio Union County, To the Sheriff of the County of

You are commanded to notify Julia Vaughn that Richard H White has filed an Answer & Cross Petition in the case of Mary J. Baker et als. against Richard H White et als, in the Court of Common Pleas of Union County, and that unless she answer by the 14th day of January, 1882, the cross petition of the said Richard H. White 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 December A.D. 1881.

Witness my hand and the seal of said Court at Marysville this 16th day of December A.D. 1881.

(Seal) W.M. Knight, Clerk of Com Pleas Court Union Co.

Sheriff's Return — The State of Ohio, Putnam County ss. Received this writ on the 17th day of December 1881. at 3 o'clock P.M. and pursuant to its command, I on the 19th day of December A.D. 1881 served Julia Doyle (formerly Julia Vaughn) personally by delivering to her a true and certified copy thereof with all the endorsements thereon. Service 30¢ & copy. 20¢ Mileage $1.60 Return 10¢ Total $2.20.

Josiah Markley, Sheriff.

Afterward on the 17th day of January 1882 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry. Mary J. Baker et al. vs Richard White et al.

It appearing to the Court that the Defendants William Green, Annie Green, Lew. Green, and Lillie Green, are minors over fourteen years of age and that they each have neglected for more than 20 days from the return of the Summons served upon them to apply for the appointment of a guardian for this suit. On motion of Richard White one of the parties hereto D.D. Woodburn is hereby appointed Guardian for the suit for said minor defendants, And now comes the said D.D. Woodburn and in open Court accepts said appointment.

Afterward on the 1st day of February 1882 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry. Mary J. Baker et al. vs Richard White et al.

On motion of the Defendant Richard White and it appearing from the pleadings filed herein that there is controversy as to the title to the premises described in the petition of plaintiff and in the answer & Cross Petition of Richard White which ought to be settled before said lands are converted so as to carry the order of partition heretofore made, in this case it is now ordered by the Court that said order of partition be and the same is hereby set aside.

Afterward on the 2d day of February 1882 the following Answer & Cross Petition was filed with the Clerk of said Court which reads as follows, viz:

Ans & Cross Pet of Ashley Knightlinger

Mary J. Baker et al. vs Richard White et al. } Court of Common Pleas, Union County, Ohio.

And now comes the said Defendant Ashley Knightlinger and for answer to the Plaintiffs Petition and Answer & Cross-petition of Richard White herein filed says: That he purchased the lands occupied by him and mentioned in said answer and cross petition of Richard White more than five years before the said Jane Knightlinger, purchased any part of said tract and his part was especially excepted from said deed to said Jane Knightlinger. Defendant further says that the lands now occupied by him have been held and occupied by him adverse

and his Grantors for more than Twenty Five years, with the knowledge and consent of all parties interested therein, and that his possession of said premises and those under whom he claims title thereto has been an open, notorious, adverse, exclusive and peaceable possession thereof for more than Twenty one years last past, before the filing of the original petition herein. Defendant therefore asks that the advisable partition of said premises as mentioned in said answer & cross petition be decreed by the Court as binding upon all the parties to this suit and for all proper relief in premises

Carpenter & Broderick Attys

The State of Ohio, County of Huron ss. The Defendant Ashly Kightlinger being sworn makes oath that the facts stated in the foregoing answer are as affiant believes, true.

Ashley Kightlinger

Sworn to by said Ashley Kightlinger before me and signed by him in my presence this 2 day of February A.D. 1882.

W.M. Kruiger, Clerk.

Afterward on the 6th day of February 1882 the following Entry was made on the journal of said Court which reads as follows:

Entry.

Mary J. Bakewell et al
vs
Richard White et al

This day this cause came on to be heard upon the answer & cross petition of the Defendant Richard White, the answer and cross petition of the defendant Sarah Green, the answer and cross petition of the 4th Defendant Ashley Kightlinger, the answer & cross petition of Ebenezer Rosebery, and others heirs at law of Jane Kightlinger, deceased, and the evidence, and was argued by counsel and submitted to the Court. On consideration whereof, the Court do find that due notice of the filing and pendency of the said answer & cross petition of the said Richard White, and of this cause, had been given to all the Defendants, according to law. And the Court further find from the evidence that the Defendant Richard White, since the filing of the petition of said plaintiffs in this case, has purchased the entire interest of said plaintiffs in the premises described in said plaintiffs petition, and the answer and cross petition of said Richard White, as he has in his said answer & cross petition alleged, and that he is entitled to the relief therein prayed for. And the Court further find as to the claim of said Defendants Ebenezer Rosebery and others claiming title to a portion of said premises as heirs of said Jane Kightlinger deceased, that the title to the portion of said premises, formerly owned by said Jane Kightlinger came to the said Jane Kightlinger by purchase during her coverture with her husband William Kightlinger. That she died intestate and without issue and that her title to said lands descended to and vested in fee simple in the said William Kightlinger

his heirs and assigns forever, and that the said Ebenezer Rosebery and others claiming title to said lands as heirs at law of said Jane Kightlinger, deceased, have no right title interest, claim or demand legal or equitable prior to said premises, or any part thereof. The Court further find from the evidence that the paper writing purporting to be a deed, executed by the said Defendant Sarah A. Green to her said Children as named in her said answer & cross petition herein filed, was executed during the lifetime of the husband of said Sarah A. Green, and that her said husband did not join with her in executing the same, and that said pretended deed was made without any consideration whatever and was obtained from said defendant Sarah A. Green by false & fraudulent representations, and means, and the said pretended deed is hereby decreed by the Court to be void and of no effect either in law or equity and is hereby set aside and held for naught.

It is therefore considered, ordered and adjudged & decreed by the Court that the respective titles & rights of said defendants to Richard White, Sarah A. Green & Ashley Kightlinger to the premises, and every part and parcel thereof, described in said plaintiffs petition, and the answer and cross petition of the said defendant Richard White be forever quieted as against the claims of the said defendant Ebenezer Rosebery and others, claiming title thereto under the said Jane Kightlinger, deceased, and against the said defendants the children of the said Sarah A. Green, claiming title under the said pretended deed of said Sarah A. Green as set forth in her said answer and cross petition herein. And it is further ordered, adjudged and decreed by the Court that Richard and all of the said defendants to the said Ebenezer Rosebery and others claiming title to said premises as heirs of said Jane Kightlinger, deceased and the said children of said Sarah A. Green, claiming title thereto under & by virtue of said pretended deed from said Sarah A. Green, are hereby perpetually enjoined from setting up any claim or demand to any part of the title or possession to said premises by reason of such heirship or of said pretended deed.

The Court further find that said defendant Richard White has the legal title to, and is seized in fee simple of all of that portion of said premises described in his said answer & cross-petition, and that the said defendant Sarah A. Green has the legal right to and is seized in fee simple of all that portion of said premises set forth in her said answer and cross-petition and that the said Ashley Kightlinger has the legal title to, and is seized in fee simple of all that portion of said premises set forth in his said answer and cross petition

And the Court further find that the said Defendants Richard White, Sarah A. Green & Ashley Kightlinger while holding the title to said premises as tenants in Common in the proportions set forth in their respective answers and cross petitions herein filed, have by mutual consent and agreement and long acquiescence, held, occupied, enjoyed & improved the respective portions owned and occupied by each, and by reason of such acquiescence they are all and each is stopped from claiming any part of said premises other than the portion now occupied by each of said defendants above named and that they are entitled to have partition made thereof in accordance with said use and occupation. And go writ of Partition having issued to the Sheriff of said County, under this decree the said Defendants Richard White, Sarah A. Green & Ashley Kightlinger came into open Court, and mutually agreed upon an amicable partition of said lands and tenements giving and granting to each the said respective portions thereof now held and occupied by each of said Defendants, and the following described portions thereof

To Ashley Kightlinger, A lot of land described as follows, Situate in the County of Union and State of Ohio, and part of Survey No. 3694. Beginning at a stake in the center of the road running east and west, on the north side of Bokes Creek, and in the east line of a lot of land containing 100 acres, conveyed by Caldwell Williamson to Isaac White on the 28th day of March 1828. Thence with said line S. 8½° W. 16 60/100 poles to a stake. Thence N. 81½° W. 20 60/100 poles to a stake in the east line of Richard H. White's land. Thence with said line N. 8½° E. 16 60/100 poles to a stake in the center of said road, Thence S. 81½° E. 20 60/100 poles to the beginning containing 2 acres and 15 poles more or less.

To Sarah A. Green, A lot of land described as follows, Situate in the County of Union and State of Ohio, and part of Survey No 3694 Beginning at a stake and two beeches, north, last corner to a lot of land containing 100 acres conveyed by Caldwell Williamson to Isaac White on the 28th day of March 1828. and in the North line of said Survey, No 3694. Thence with said line N. 81° W 20 60/100 poles to a stake corner to said Richard H. White land; Thence with the last line of said land as now fenced, S. 8½° W. 25 7 poles to a stone and Brick on the North Bank of Bokes creek. Thence same course S. 8½° W 1 40/100 poles to the center of said creek; Thence down the creek with the present channel thereof to the lower corner on the creek to the above mentioned 100 acre lot of land. Thence with the east line of said land. N. 8½° E. 25 60/100 poles to the beginning containing 32 acres & 100 poles more or less Excepting therefrom 2 acres and 15 poles assigned to Ashley Kightlinger leaving Balance in the above described Tract

30 Acres & 100 Poles, more or less.

To Richard H. White. Also a lot of land described as follows. Situate in the County of Union, and State of Ohio, and part of survey No. 3694. Beginning at a stake in the center of Bokes Creek, original corner to Thomas Funk's land and in the west'ly line of said survey. Thence with said survey line N 9° E. 129½ Poles to the center of the Marion Road. Thence with the center of said road, N 26½° E. 19 Poles to a stake in said road and in the north line of the Survey. Thence with said line S 81° E. 13 5/100 Poles to a stake North west corner to Sarah A Green land. Thence with the west line of lands of Ashley Kyglithinger and Sarah A. Green as now fenced S. 8½° W. 252 Poles to a stone & brick, on the north bank of Bokes Creek. Thence same course S. 8½° W. 1 Poles to the center of said creek. Thence up the creek with the present channel thereof, to the beginning containing 63 acres & 100 Poles more or less. Also another lot of land Situate in said County & State, and in survey No. 3693. Beginning in the center of Bokes Creek, on the East line of lands formerly owned by Francis Scott, at the old bridge on the Marion Road. Thence down said Creek, with the meanders thereof to a stake in the original east line of said survey. Thence with said line N 9° E. to Joseph White's corner. Thence on a straight line to the beginning containing 2 Acres more or less.

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Which amicable partition so made by said parties is approved and confirmed by the Court. And it is ordered that said Ashley Knightlinger, Sarah A. Green & Richard H. White each stand seized in fee in severalty of the parts and proportions so set off to them by said amicable partition and the same is ordered to be recorded. It is further ordered that the costs of this proceeding including a counsel fee of Forty Eight Dollars to J. Shannon $15.00 to C. F. Carpenter & Broderick and $15.00 to Robinson & Pope, be paid by said last named parties in the following proportions to-wit: Said Ashley Knightlinger 2/97 said Sarah A. Green 30/97 and said Richard H. White 65/97 and that the said lands stand charged with their respective portions of said costs.

Attest. W. M. Kruger Clerk.

Pleas before His Honor John D. Porter Judge of the Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the body of the County of Union and State of Ohio on the 9th day of January 1882. Heretofore, to-wit on the 3rd day of November 1881. the following petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

Thomas Cowgill
vs
Wallace W. Sunffin.

On the 10th day of November A.D. 1880 the Defendant resided on the farm of the Plaintiff in Allen Township Union County Ohio. and was the owner of five head of horses, two cows & three heifers, about 80 head of Hogs and 8 Sheep including 2 bucks. Which stock defendant had on said farm, and then proposed to Plaintiff a partnership in said property as follows. The Plaintiff to furnish hay, corn & pasture therefrom and to have an interest in said stock and ownership therein equal to the value of the feed & pasture so furnished by him, and said stock to remain on said farm, and not to be removed therefrom until ready for sale, and from the sales made the plaintiff to receive the value in money of his said interest in said stock. The Plaintiff says. that he agreed to said proposal of the Defendant and in pursuance thereof did furnish on the 10th of November 1880, 827 shocks of corn amounting to 1000 bushels worth 35c per bushel, $350.00 for said stock from November 10th 1880 so long as it remained on the farm, a great part of said stock remained on the farm from said date until October 17th 1881. Said pasture so furnished was worth $50.00 Out said November 10th 1880 Plaintiff paid $8.00 to defendant to

apply on the purchase of a hog, the balance being
said by Defendant, and said hog was put in
under the same arraignment and said mare
said on same terms as said feed and pasture
were furnished. Plaintiff also furnished under
said agreement about 1 tons of hay worth
about $36 00 making total value of feed, pasture
& cash put into said partnership by Plaintiff
$146 00. Defendant has paid Plaintiff four
dollars of hogs $40.00, and sold to Plaintiff's
Step Brother the $35 00 and paid for Plain-
tiff to Wm Donnell $10,50 in corn, making total
received by plaintiff to be credited against am
furnished by him $85,50 & leaving balance of his
interest in the stock remaining $37,50
Defendant has sold of said hogs December 1880
Eighteen head for $121 00 August 1881 Twenty two
head for $109 00 Total $230 00 In violation of
said agreement Defendant has paid to Plain-
tiff only the $110 00 above credited out of said stock
and refuses to pay any more & has appropri-
ated all the balance of said proceeds to his own
use. There have been no other sales of said
stock except the above, and there now remains
on said farm, of said original stock, & its increase
2 black sows, & 18 black or nearly black pigs 3
black hogs, weight about 165 pounds each, 3 black
shoats, weight about 80 lbs each, one black Boar hog
weight about 180 lbs 1 Bay workmare, 1 Bay work
mare, 1 Roan workmare, 1 Bay fillie, yearling, 1 Red cow
1 Roan horse yearling, 1 Red heifer, 1 Red steer yearling, 1
Buck Sheep. The defendant in violation of said
agreement and forcably & with violence & threats & abusive
language has removed from said farm against the
will of the plaintiff 16 head of sheep & 1 Buck sheep and
now has them on the farm of one Thompson, about
a mile north of Plaintiffs said farm. The Defen-
dant threatens to exclude Plaintiff from all interest
in said property, and threatens to sell said Prop-
erty & apply the proceeds of the same to his own
use, and pay the Plaintiff nothing for said outlay.
Plaintiff has called upon the Defendant to settle
for and allow him his share of said property, or
the proceeds of said sales which the Defendant has
refused to do, and denies that the Plaintiff has
any interest in said stock. The Defendant is
irresponsible & insolvent and owns no property
except his interest in said stock and threatens
that he will shoot & other violence do to the Plaintiff if

Praecipe

Summons

Filed

plaintiff interfers with said stock, and threatens to sell said stock & exclude the plaintiff from any & all share in the proceeds thereof, and plaintiff says that if defendant is not restrained by the injunction of this Court defendant will remove and sell said property & convert the proceeds to his own use and thereby the plaintiff great & irreparable damage & injury & totaly deprive him of all security for remuneration for feed, pasturage & cash furnished & paid by him as aforesaid to sustain said stock,
Plaintiff therefore ~~asks~~ prays judgment that said partnership be adjudged dissolved and account stated between the parties & receiver of the said property, appointed with power to dispose of the same, and that in the meantime until notice of this application for appointment of a receiver can be given and a hearing had thereof an injunction may be allowed to issue restraining said defendant from selling or removing said stock or any part thereof from said farm.
And that the proceeds thereof may be applied 1st to the payment of the costs of this suit. 2d. To the debts if any, of said firm. 3d To the payment of Plaintiffs for his feed, pasturage &c. furnished as above stated & the balance to defendant & for such other relief &c.

C. B. Collester, Attys for Plff.

State of Ohio. Union County ss. Thomas Cowgill being duly affirmed says that the facts stated & allegations in the foregoing pleading are true.

Thomas Cowgill

Affirmed & subscribed before me this November 1st 1881

C. B. Collester, Notary Public.

Praecipe. To Clerk Issue a summons on this petition returnable according to law.

C. B. Collester

Afterward on the 4th day of November A.D. 1881 the following 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 Wallace Sumpington that he has been sued by Thomas Cowgill in the Court of Common Pleas of Union County, and that unless he answer by the 3d day of December A.D. 1881 the petition of the said Thomas Cowgill 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 14th day of November A.D. 1881.

Witness my hand and the seal of said Court this 4th day of November A.D. 1881.

Seal

W. W. Winget, Clerk.

Sheriffs Return.

The State of Ohio. Union County ss. Received this writ 4th Nov. A.D. 1881 at 11 o'clock A.M. and pursuant to its commance on the same day I served the same by delivering a certified copy thereof with the endorsments thereon at the usual place of residence of the within named Wallace W. Snuffin. Service 30¢ Mileage $.60 Co py 20¢ Total $2.10

John Hobensack. Sheriff.

Undertaking

Afterward on the 4th day of November 1881 the following Undertaking was filed with the Clerk of said Court which reads as follows viz:

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

Thomas Dougill }
vs }
Wallace W. Snuffin }

We bind ourselves to the said Defendant Wallace Snuffin in the sum of One Hundred Dollars that the said plaintiff Thomas Dougill 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 Nov. 3d 1881.

D. D. Partridge

This undertaking approved by me this 4th day of November 1881.

W. M. Wright Clerk of said Court.

Answer

Afterward on the 7th day of November 1881 the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Thomas Dougill }
vs } Court of Common Pleas Union County Ohio.
Wallace W. Snuffin. }

1st Defense. Now comes the Defendant W. W. Snuffin and for answer to the Petition of the Plaintiff says, he denies that he and the Plaintiff ever at any time entered into an agreement or partnership as stated in the Plaintiffs Petition. 2d Defendant says that in the Spring of 1879. he and the Plaintiff became the owners of one Sow hog, and she afterward had two pigs, and it was agreed by the parties that the Defendant should feed the same & pigs out of the corn of Plaintiff and sell the same and the Plaintiff was to have one third of the proceeds and the Defendant two thirds, and on the 8th day of December 1880 Defendant sold said three hogs for $28.00 and by the order of the Plaintiff the Defendant bought a Buck Sheep for $5.00 and the balance was $4.25 & invested in a boar hog at the order of Plaintiff both of which remained on the farm subject

to division. 3rd On or about the 1st day of October 1880 Plaintiff was the owner of about 70 head of sheep on his farm near Bottsburg Ohio, and it was then agreed between the Plaintiff and defendant that the defendant was to feed said sheep out of the feed of the Plaintiff on said farm and divide the lambs and wool shorn from said sheep, the Plaintiff to have 3/4 & defendant 1/4 and on the 13th day of June 1881 the Defendant sold the wool shorn from said sheep. 304 lbs for $106.40 and paid the Plaintiff about the 15th or 20th of said month $ 79.80 being the Plaintiff's share of said wool, and on the 18 day of October 1881 the Plaintiff and Defendant being the owners of 37 lambs from said sheep the Defendant took out his 9 of said lambs leaving Plaintiff 28 or one more than 3/4 and the Plaintiff on the 1st day of November 1881 drove all of the balance of said sheep away.

4th On or about the 15th day of December 1880 the Plaintiff bought of the Defendant One Sow, for which the said defendant $8.00 mentioned in his Petition, and the Defendant was the owner of 21 head of hogs and it was agreed by Plaintiff and defendant that the Plaintiff was to furnish 2/3 of corn to feed said hogs and the Defendant was to feed, take care of and sell said hogs and pay Plaintiff 1/3 of the money arising from the sale thereof, and that on the 9th day of August 1881 having fed the said hogs as agreed the defendant sold the 22 head of hogs for $117.20 and on or about the 16th day of August 1881 paid to the Plaintiff $40.00 being about one third more than Plaintiffs interest in said hogs. That being all the partnership interests that ever existed between the plaintiff and defendants and there now remains of said partnership stock 3 shoats one boar hog and one buck sheep, to be yet divided.

5th Defendant denies that the Plaintiff had any interest in the hogs sold in December 1880 or in the five horses enumerated in his petition or in the cows or the heifers or young cattle that were on the the place and denies that any of said stock ever ate any part of the feed belonging to the Plaintiff but said stock was his heifers, individual stock and fed by Defendant out of his own feed.

Defendant also denies that the Plaintiff had any share in the sheep or the lambs on pasture 9 of which are the lambs of the partnership the other 8 being sheep that the Defendants wife owned aside from said partnership. Defendant further says that two black sows and 18 pigs the two bay work mares, one roan work mare, bay filly, red cow red heifer, red steer, roan colt, and the sheep all excepting the 9 lambs belong to Sarah A. Snuffin the wife of the Defendant, were bought with her individual means, and the Defendant had no interest in said

stock except to use the same.
Defendant denies that the Plaintiff ever presented his account for settlement or called upon him for settlement with his book or account so that they might settle and that Defendant is and has been ready willing & able to settle all questions & accounts that may exist between he and the Plaintiff.
And the Defendant further denies that he has in his possession or under his control any property belonging to the Plaintiff except the four hogs and one buck sheep hereto fore enumerated, and denies that he in any threatening manner or in any other way prevented the Plaintiff in taking all the interest he has in any of said property but that the Defendant is anxious to settle all questions of partnership that exist between them
6th Defendant denies that Plaintiff ever had 827 shocks of Corn as alleged in his petition in the year 1880 but that there was raised in all on the farm 1027 shocks of which the Plaintiff got one half leaving him 513½ shocks which would yield about 3/4 bushels to the shock which corn the Plaintiff sold a part. The balance was fed to the hogs and sheep as heretofore stated, by the defendant. Defendant denies getting but one stack of about 1000 lbs to feed the Plaintiffs sheep. All the balance of said hay the Defendant hauled for the Plaintiff up to his home Ohio.
And Defendant denies that he is using or has used or appropriated any part of the property or proceeds of the same belonging to the Plaintiff to his own use or in any way interfered with the Plaintiff in the use of same. Defendant therefore prays that this petition of the Plaintiff may be dismissed at Plaintiffs cost and the prayer thereof for the appointment of a receiver be not granted and that the injunction granted in this case be dissolved and the Defendant go hence without day and recover his costs.

J. M. Kennedy Atty for Defs.

State of Ohio Union County ss. W. W. Sunffin being duly sworn says the facts and allegations of the foregoing answer are as he believes true.

Wallace W. Sunffin.

Sworn to and subscribed by the said W. W. Sunffin before me this 7th day of November 1881

W. W. Winger, Clerk.

Afterward on the 16th day of November 1881 the following Reply was filed with the Clerk of said Court which reads as follows, viz:

Reply.

Thomas Cowgill. vs. Wallace W. Snuffin. } Common Pleas, Union County, Ohio.

Plaintiff now comes and for reply to Defendants Answer, says:

Plaintiff was the sole owner of the sow mentioned in 2d paragraph of said answer and the agreement in regard to said sow and her 2 pigs was, that Defendant should feed and take care of them, Plaintiff furnishing feed, and each to own ½ thereof. Plaintiff should have received $14.50/100 of said $28.00/100 and never agreed to settle for any less.

In reply to the matters set up in the 3d paragraph of said Answer, plaintiff says: That by said agreement Defendant was to take the best of care of said sheep but Defendant neglected them, so that about 25 of them were lost. Of these 25 defendant killed one for mutton for his own use, and sold 9 head for which he has not accounted to plaintiff, and has not compensated Plaintiff. Plaintiff drove off only 37 of the old sheep, the balance were lost and missing, and plaintiff got 28 lambs. The Plaintiff received the wool money as stated, but never agreed to the said division of lambs. The said division was made by Defendant violently and against the protest of plaintiff & with force the Defendant using personal violence against Plaintiff to obtain and keep possession of said lambs and afterwards took out 9 more of the best lambs without the consent of plaintiff, making in all 16 of said sheep wrongfully and unjustly taken by defendant, and appropriated to his own use. Plaintiff has took one ram & has since sold it to one Thompson, for which he has not accounted to plaintiff said buck was one of those mentioned in the petition.

In reply to paragraph 4 of answer, plaintiff says: On or about the 10th day of Dec. 1880 he let Defendant have $8.00 to by said sow to be put into the partnership the said 28 hogs were not wholly the property of Defendant but Plaintiff had an interest in them corresponding to the amount of feed furnished by him under the contract of November 10th stated in the Petition.

Plaintiff did not agree to furnish 2/3 of the corn to fatten said hogs, and did not agree as stated in said paragraph. But did agree to let Defendant have feed as stated in the petition, but not to any certain time or amount. Plaintiff did receive $40.00/100 on the sale of said hogs, but he made no settlement.

Defendant then told Plaintiff that he would soon

pay all the balance he then owed the Plaintiff for that & all other matters, but that he was needing money then and could not pay them.

In reply to the 5th paragraph of answer Plaintiff denies that any of said stock belonged to Defendants wife, or now belongs to her, or was bought with her means, in part or whole.

Plaintiff says, there was about 600 shocks of corn raised by Defendant of which Plaintiff got about 300 shocks. There were raised on the farm altogether about 1634 shocks, which would average a bushel to the shock & of which Plaintiffs share was ½ in shock. Plaintiff therefore prays as in his Petition he has prayed.

R.B. Cole & Son. Attys for Plff.

State of Ohio, Union County, ss. Thomas Cowgill being affirmed says the facts stated & allegations in his foregoing pleading are, as he believes, true.

Thomas Cowgill.

Subscribed and affirmed to before me this 16th day of Nov. 1881.

John B. Coats Probate Judge.

Afterward on the 23d day of November 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry. Thomas Cowgill. } vs } Union Common Pleas.
Wallace W. Snuffin. }

This cause being heard at Chambers on the motion of the Plaintiff for appointment of receiver, the pleadings & evidence, said motion was overruled. But on motion of Plaintiff it is ordered that the Defendant, be and he hereby is enjoined until the next term of Court, from selling, removing or disposing of any and all of the property enumerated in the petition in this case as still on the Cowgill farm. On motion of Defendant the injunction bond is fixed in amount at $200 & and it is ordered that the Plaintiff give a bond for said injunction in the sum of $200 with security to the satisfaction of the Clerk.

Afterward on the 6th day of February 1882 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry. Thomas Cowgill } vs } Wallace W. Snuffin }

This day this cause came on for trial and the Court submitted the questions of fact.

to the Jury and after hearing the evidence and the arguments of Counsel and the charge of the Court. They answer said questions of fact in favor of the Defendant. And the Court after hearing the argument of Counsel do find the questions of law in favor of the Defendant, and the injunction heretofore allowed is now dissolved & it is further ordered that this cause stand dismissed at the cost of the Plaintiff. And the motion to set aside the finding & verdict of the Jury for a new trial being heard by the Court overrules said motion. To which ruling the Plaintiff then and there excepted and the Court being fully advised in the premises find and adjudge that the Defendant recover of the Plaintiff his costs taxed at $.

Plaintiff gave notice of his intention to appeal to the District Court and the Court fixed the amount of the Appeal Bond at $200.00

Attest. W. W. Wright, Clerk.

Pleas before His Honor John L. Price 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 7th day of January, 1882. Hereof fail not to-wit, on the 31st day of January 1882 the following Petition, Answer and Entry was presented to the Clerk of said Court, which is read as follows, viz:

James Fullington & Charles Phellis, Surviving Partners of Firm of Fullington, Phellis & Wood.

vs

N. D. Degood, John Liggett and A. B. Degood.

Petition

State of Ohio, Union County ss.

In the Court of Common Pleas.

James Fullington & Charles Phellis, surviving Partners of the firm of Fullington, Phellis & Wood, the above named Plaintiffs say, that there is due them from N. D. Degood, John Liggett & A. B. Degood Defendants, N. D. Degood, John Liggett & A. B. Degood, dated the 1st day of July A. D. 1880, which note with Warrant of Attorney thereto annexed, is hereto attached, the sum of One Hundred Dollars, with interest thereon at 8% payable annually, from the 1st day of July, A. D. 1880. The Plaintiffs further say that they are legal owners and holders of said note, that the same is due and unpaid. Thereupon Plaintiffs ask judgment against said Defendants for the sum of One Hundred Dollars with interest at 8% per annum payable annually from the first day of July, 1880.

Robinson & Piper Attys for Pl'ff.

The State of Ohio. Union County ss. L. Piper one of the Attorneys of the above named Plaintiffs being duly sworn says that he believes the statements in the foregoing Petition are true. He further says that the said Plaintiff's foregoing pleading is founded upon a written instrument for the payment of money only and is now in the possession of this affiant.

L. Piper.

Subscribed by L. Piper in my presence and sworn to by him before me this 30th day of Jany 1882.

W. M. Knight. Clerk.

Note. $100.00. Marysville June 1st 1880.

Thirty days after date, as principal debtors, we 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 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 the costs of suit, and all errors are released and waive all rights of Appeal in this behalf.

Witness our hands and seals this day of 18

N. D. Degood. (Seal)
John Liggett. (Seal)
A B. Degood (Seal)

Answer. Jesse Fullington Charles Phillis surviving partners of firm of Fullington Phillis Wood. vs N. D. Degood John Liggett & A. B. Degood.

In Court of Common Pleas. Union County ss.

And now come N. D. Degood, John Liggett, & A B. Degood the above named Defendants, by the undersigned John M. Brodrick 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 Defendant, for the sum of One Hundred & thirteen Dollars and four 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.

Entry. and Re... of Real... on the ... January ... January ... Phillis ... Fullingt... N. D. De... & A. B...

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and Defendants right to appeal, and to the appraisal of Real Estate levied upon by virtue of any execution issued on the judgment in this case, is hereby waived January 31st A.D. 1882.

John M. Brodrick Atty for Defs.

Entry

James Fullington & Charles Phillis surviving Partners of the firm of Fullington, Phillis & Woods.

vs.

N. D. Degood, John Liggett & Wm. A. B. Degood.

This day came the Plaintiffs by Robinsons & Piper their attorneys and thereupon came John 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 Defendant to said Plaintiff as is alleged in said Plaintiffs' Petition the sum of $1135/100. It is therefore considered that the said Plaintiff do recover of said Defendant the said sum of $1135/100 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 A. W. Wright Clerk.

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 9th day of January, 1882.

Heretofore to-wit: on the 28th day of November 1881 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

William Phillis and Hannah Phillis

vs.

Catherine Bell.
Silas Bell.
Mary Bell and
William Alva Bell

Court of Common Pleas Union County, O.

1st. The said Plaintiffs William Phillis and Hannah Phillis represent that Phineas Bell Sen. late of the County of Union, Ohio, deceased, was at the time of his decease seized in fee simple of the following

Real Estate Situate in the said County of Union, viz:
Being part of Survey No. 5477, in the Virginia Military
District entered and surveyed for John Cole. Beginning
at three red oaks, corner to Hannah Watts South West line.
Thence N. 80° E. 117 poles, to a Hickory, Sugar tree and Iron-
wood. South East corner to Hannah Watts and in the East-
ern line of the original Survey. Thence S. 10° E. with the said
line One Hundred & thirty one poles, to a beech and
Lynn. Thence S. 80° W. Ninety Hundred and Seventeen poles
to two Ironwoods. Thence N. 10° One Hundred & thirty one
poles to the place of beginning containing Ninety four
acres more or less. Also in same Survey, County
and State. Beginning at a stone north west Corner to
William Jossey. Thence N. 10° W. 65 poles and 14 links to two
dogwoods and Iron Wood. Thence N. 80° E. 122. poles to an
Elm. Maple and Ash. Thence S. 10° E. 65 poles & 14 links to a
stone. Thence S. 80° W. 122 poles to the beginning contain-
ing fifty (50) acres more or less.

Also one other Piece. Beginning at a Beech and Lynn.
Thence S. 10° E. 28 3/4 poles to a stone. Thence S. 80° W. 142 poles
to a stone in the sub division line of William Jossey.
Thence N. 10° W. 28 3/4 poles to a stone in the sub division line
of P. Bell. Thence N. 80° E. 142 poles to the beginning contain-
ing Twenty five acres more or less.

Also another Piece in Union County, State of Ohio, and in
Millcreek Township. Beginning at a stone in the East
line of the original Survey. Thence S. 10° E. 35 poles to a
stone in said original line. Thence S. 80° W. 142 poles
to a stone in the sub division line of Wm. Jossey. Thence
N. 10° W. 35 poles to a stone in the sub division line of P.
Bell Sr. Thence N. 80° E. 142 poles to the Place of Beginning
containing Thirty one acres and 10 poles and in Survey
5477. The said Phineas Bell died leaving the said
Catherine Bell his widow, who is entitled to Dower in all
of said lands. The said Phineas Bell left the following
persons his only heirs entitled to said lands, in the
proportions following, viz: The Plaintiff Hannah Shellis
and her husband William Shellis one fourth part, Silas
Bell one fourth part, Mary Bell one fourth part, and William
Alvi Bell one fourth part. The Plaintiffs says that Silas
Bell was nineteen years old Oct. 1881. Mary Bell Sixteen
years old August 1881. and William Alvi Bell Fourteen yrs
old September 1881 and asks that a Guardian ad litem
be apponted for said minors, they having no guar-
dian. The Plaintiffs say, they are entitled to
partition of said lands, on behalf of themselves and of
all the heirs of said Phineas Bell deceased.
The Plaintiffs therefore pray that all of the Defendants
herein before named, be made defendants to this proceed-

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ing and that the dower of said Catherine Bell in all of said lands be assigned her the balance be divided among the heirs of said Phineas Bell in the proportions before named, including each their portion of the lands assigned for dower after the widows death, if the same can be done without manifest injury and such other relief be granted as may be right.

B & Woodburn Atty for Pltff.

State of Ohio. Union County ss. William Chellis being sworn says, that he believes the facts stated and allegations in his foregoing petition to be true.

William Chellis.

Sworn to before me and signed in my presence this 26th day of November A.D. 1881.

O.H. Beightler Notary Public.

To the Clerk of the Court of Common Pleas. Issue Summons to Catherine Bell, widow. Also to Silas Bell, Mary Bell, and William Alvi Bell, minors all over fourteen years of age. Endorse: Assignment of Dower, and Partition of the Phineas Bell farm so known in Union County, Ohio.

Afterwards on the 28th day of November 1881 the following 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 Catherine Bell widow and Silas Bell, Mary Bell, and William Alvi Bell, infants over 14 years of age, that they have been sued by William Chellis & Hannah Chellis, in the Court of Common Pleas of Union Co. and that unless they answer by the 31st day of December 1881 the petition of the said William Chellis and Hannah Chellis against them filed in the Clerks Office of said Court shall be petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 12th day of December A.D. 1881

Witness my hand and the seal of said Court this 28th day of November 1881.

Seal — W.M. Wright Clerk.

Sheriffs Return — The State of Ohio. Union County ss. Received this writ November 28th 1881 at 8 o'clock A.M. and pursuant to its command on the 1st day of December 1881 I served the same by delivering a certified copy thereof with the indorsements thereon to each of the within named Defendants Service 75¢ Mileage $1.60 Copies 80¢ Total $3.15.

John Hobensack Sheriff.

Afterwards on the 9th day of Jan. 1882 the following Entry was made on the Journal of said Court which reads as follows. viz:

William Chellis et al
vs
Catherine Bell et al } Now comes Silas Bell Mary Bell

and William A Bell who are minors of the age fourteen and having been duly and legally served with summons herein and have neglected for twenty days from return of summons upon them to apply for a Guardian Adlitem. On motion of Plaintiff by his attorney J. L Cameron is hereby appointed Guardian for the minors of said minor Defendants. And now comes the said J. L Cameron and in open Court accepts said appointment.

Afterward on the 9th day of January 1882. the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Ans. William Bellis etal. } Court of Com. Pleas Union County O.
vs
Catherine Bell etals }

And now comes J. L Cameron Guardian Adlitem for the minor Defendants, Silas Bell Mary Bell & William Alva Bell, and for said minors answer says that he knows nothing of the allegations in the petition of Plaintiff and therefore demands proof & each and every allegation of Plaintiff and asks that said minors rights may be protected herein by the Court.

J. L Cameron Atty for Def'ts

Afterward on the 9th day of January 1882 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry William Bellis etal. } Now come the Plaintiffs herein
vs
Catherine Bell et al. }

by their attorney and their petition thereupon coming on to be heard, the Court find that all of the defendants have had legal notice of the pendency and demand of the said petition and that they are in default for answer and demurrer, and that the said petition is thereby confessed by them to be true. Thereupon the Court find that the said Catherine Bell widow, is entitled to dower in the premises described in the premises. the said Plaintiff Hannah Bellis is seized & and has a legal right to the undivided one fourth part of the estate described in the petition and is entitled to have partition made of said premises. That the Defendants Silas Bell Mary Bell & William Alva Bell are tenants in common with the said Plaintiff in the said premises in the following proportions to-wit: That subject to such dower of the said Catherine Bell, the said Silas Bell is seized & and has a legal right to, the undivided one fourth part thereof

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The said Mary Bell to the undivided one fourth part thereof, and the said William A Bell to the undivided one fourth part thereof. And no reason appearing why partition should not be made. It is therefore ordered adjudged and decreed, That the said Catherine Bell be endowed of one full equal third part of said premises. and that subject thereto, partition of said estate be made, and that an order issue to the Sheriff of said County of Union, Commanding him that by the oaths of Luther Leggett, Garret Owen, Ed A.S. Mowrey, three Judicious & disinterested freeholders of the vicinity (who are not of kin to either party) who are hereby appointed commissioners for that purpose, they set off and assign such dower to the said Catherine Bell, according to law, and that by the like oaths of said named Commissioners they 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 of his proceedings herein the said Sheriff is ordered to make due return without necessary delay.

Afterward on the 11th day of January 1882 the following Writ of Partition was issued by the clerk of said Court which reads as follows, viz:

Writ of Partition to Garret Owen.

The State of Ohio. Union County ss. To the Sheriff of said County, Greeting: We command you that without delay, by the oaths of Luther Leggett, Garret Owen Ed A.S. Mowrey, you cause to be set off and assigned to Catherine Bell, widow of Thomas Bell, late of said County, deceased, one full equal third part of the real estate hereinafter described; and that in like manner by the like oaths of the same men, you cause Partition to be made of the following Real Estate in said County of Union, viz: Being part of Survey No. 5477. in U.M.D. District entered and surveyed for John Cole.

Beginning at 3 red oaks. corner to Hanawalts South west line; Thence N. 80° E. 117 poles to a hickory, Sugar Tree, & Ironwood. S. & corner to Hanawalt, and in the eastern line of the orginal survey. Thence S. 10° E. with the said line 131 poles to a Beech & Lynn. Thence S. 80° W. 117 poles to 2. Ironwoods. Thence N. 10° 131 poles to the place of beginning containing 94 Acres more or less. Also three Survey, County & State, Beginning at a stone N.W. corner to William Tossey Thence N. 10° W. 65 poles & 14 links to 2 dogwoods & Ironwood. Thence N. 80° E 122 to an Elm, Maple & Ash. Thence S. 10° E. 65 poles & 14 links to a stone, Thence S. 80° W. 122 poles to the beginning, containing fifty Acres more or less.

Also one other piece, Beginning at a Beech and

Lynn. Thence S. 10° E. 28 3/4 poles to a stone; Thence S. 80° W. 142 poles to a stone in the subdivision line of William Fossey. Thence N. 10° W. 28 3/4 poles to a stone in the subdivision line of P. Bell. Thence N. 80° E. 142 poles to the beginning containing 25 acres more or less.

Also another piece in Union County State of Ohio, Millcreek Township. Beginning at a stone in the east line of the original Survey; Thence S. 10° E. 35 poles to a stone in said original line. Thence S. 80° W. 142 poles to a stone in the subdivision line of Wm Fossey. Thence N. 10° W. 35 poles to a stone in the subdivision line of P. Bell Sr. Thence N. 80° E. 142 poles to the place of beginning containing 31 acres & 10 poles & in survey No. 5477. Subject to the dower estate among the persons named herein, and in the following proportions, to-wit: To Silas Bell, one fourth part. To Mary Bell, one fourth part. To William A Bell, one fourth part. To Hannah Chellis, one fourth part.

In pursuance to 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 William Chellis et al., Petitioners and Catherine Bell 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 the Court of Common Pleas, at the Court House in Marysville this 11th day of January A.D. 1882.

W. M. Knight, Clerk.

Sheriff's Return.

As commanded by the foregoing Writ of Partition and dower I have executed the same by the oaths of Luther Liggett, Garret Owen, and A.S. Mowry, causing dower to be assigned Catherine Bell, widow of Phineas Bell, Dec'd and made Partition 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. Service 45¢ Mileage $1.28 Executing writ $1.20 Swearing Comm $1.20 Total $3.93 Commissioners $20.00

Given under my hand, this 26th day of January A.D. 1882.

John Hobensack, Sheriff.

Commissioners Report.

William Chellis et als
vs
Catherine Bell et, als.

Union County ss.
Court of Common Pleas.

According to the command of the Writ of Partition & Dower in this case issued, and on our oaths as Commissioners, after being first duly sworn, and upon actual view of the premises, do set off and assign to the said Catherine

Bell. as the
described,
Sixty three a
Plat.

2 Dogwoods
1 Ironwood

P. Fossey

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Bell. as her dower estate in said lands, in said petition described, the tracts of land hereinafter described containing Sixty three and three quarter acres, more or less.
Plat.

To Catherine Bell. Dr. assigns the following tracts her Dower estate in said lands. Situate in the County of Union and State of Ohio, and part of Survey No. 5477. Beginning at a stake and three red oaks. south west Corner to Lewis Lemay's land. Thence with the South line of said land N 83° E 30 40/100 Poles to a stake. Thence S. 7° E. 68 86/100 Poles to a stake, Thence S. 83° W. 15 Poles to a stone. Thence S. 7° E. 48 Poles to a stake. Thence N. 83° E. 103 Poles to a stake in the east line of said survey. No 5477. Thence with said line S. 7° E. 21 68/100 Poles to a stake corner to H. B. Chellis lot. Thence with the north line of said lot S. 83° W. 76 60/100 Poles to a stake. Thence S. 7° E. 53 Poles. to a stake. Thence S. 83° W. 45 32/100 Poles to a stone in the east line of lands of Wm Tossey's heirs. Thence with said line passing the North East Corner to said lands N. 7° W. 75 60/100 Poles to a stake in the line of G. Hannawalts land thence with said line N. 83° E. 23 20/100 Poles to a stone, Elm, Ash & Maple corner to said land Thence N. 7° W. 62 40/100 Poles to the beginning Containing 59 3/4 Acres more or less. Also another lot described as follows, Situate in said County and State and part of said Survey No. 5477 beginning at a stake Hickory, Sugar & Ironwood, in the east line of said Survey, and South East Corner to Lewis Lemay's land. Thence with the South line of said land S. 83° W. 40 Poles to a stake Thence S. 7° E. 16 Poles to a stake Thence N. 83° E. 40 Poles to a stake, Thence N. 7° W. 16 Poles to the beginning, containing

4/ acres. The tract containing 59 3/4 acres above described is subject to the lane hereinafter described and also subject to a right of way 2 poles wide across a portion of said Dower Estate for the use of the lot assigned to Silas Bell. The center of said way is described as follows, Beginning at pole N 3° W. from Silas Bell South east corner. Thence S. 83° W. 5 60/100 poles. Thence N. 7° W. 10 60/100 poles Thence S. 83° W. 1 poles And we do make partition of the premises in said petition described Subject to the Dower estate of Catherine Bell. as follows, to-wit:

To the said Hannah Bell & Shellis, we assign a tract of land described as follows. Situate in the County of Union and State of Ohio. and part of said Survey No 5477. Beginning at a stone in the East line of lands owned by William Josseys heirs. and northwest corner to M. Baggles land. Thence N. 83° E. 142 20/100 poles to a stake northeast corner to. M & W. D. Haggards land. in the east line of said Survey No 5477. Thence with said line N. 7° W 53 poles to a stake; Thence S. 83° W. 141 20/100 poles to a stone in the east line of said lands, owned by Wm A Josseys heirs Thence with said line S. 7° E. 53 poles to the beginning containing 47 acres more or less. including the right to use the lane way, herein after described and subject to the rights of Catherine Bell William A Bell and Silas Bell. therein.

To the said Mary Bell. we assign a tract of land described as follows: Situate in the County of Union and State of Ohio and part of said Survey No. 5477. Beginning at a stone and three red oaks. southwest corner to Lewis Lemay's land Thence with the south line of said land N 83° E. 117 poles to a stake Hickory Sugar & Ironwood. south east corner to said land in the east line of said survey. No. 5477. Thence with said line S. 7° E. 68 36/100 poles to a stake; Thence S. 83° W. 117 68/100 poles to a stone, Thence N. 7° W. (passing the south east corner of George Hannawalts land and with the east line of the same) 68 36/100 poles to the beginning. containing 50 acres more or less.

To the said Silas Bell. we assign a tract of land described as follows. Situate in the County of Union and State of Ohio. and part of Survey No. 5477. Beginning at a stone South West corner to George Hannawalts land. Thence S. 7° E 65 poles to a stone north west corner to lands owned by William Josseys heirs. Thence with the north line of said lands N 83° E 97 poles to a stone North East corner to said land. Thence with the east line of said lands. S 7° E 10 60/100 poles to a stone north west corner to Hannah B. Shellis land. Thence with the north line of said land N 83° E 38 60/100 poles to a stone. Thence N. 7° W. 69 64/100 poles to a stone in the South line of Mary Bell's land. Thence with said line S. 83° W. 15 40/100 poles to a stone south west corner to said

Mary Bell's land. Thence N. 7° W. 6 poles to a stone. (Elm, Ash & Maple). South East corner to said George Hannawalt's land. Thence with the south line of said land, S. 83° W. 120 20/100 poles to the Beginning. Containing 57 acres more or less. including the right to use the lane way hereinafter described, And subject to the rights of Catherine Bell, Wm A Bell, & Hannah B. Shellis therein.

To the said William A Bell, we assign a tract of land described as follows. Situate in the County of Union and State of Ohio, and part of said survey, No. 5477. Beginning at a stone south east corner to Silas Bell's land. in the north line of H B Shellis' land. Thence with said line N 83° E 10 3 12/100 poles to a stake north east corner to said land in the east line of said survey No. 5477. Thence with said line N 7° W. 6 64/100 poles to a stake south east corner to Mary Bell's land. Thence with the south line of said land, S. 83° W 102 20/100 poles to a stone, northeastery corner to said Silas Bell's land. Thence with the east line of said land, S 7° E. 6 64/100 poles to the beginning containing 44 acres & 112 poles more or less. Including the right to use the lane way herein after described. And subject to the rights of Katherine Bell, Silas Bell & Hannah B. Shellis therein.

A Lane Way, 2 poles wide is to be made along the line dividing the lots assigned to Wm A Bell, & Hannah B. Shellis, for the joint use of the premises assigned to Katherine Bell (widow) Hannah B. Shellis, Silas Bell, and Wm A Bell. The center of said lane or right of way, is to begin at the Phineas Bell road near the north East corner of the lot assigned to H B Shellis and running thence S. 83° W. 183 poles to the South west corner of the lot assigned to Wm A Bell.

Luther Liggett & Com. 2 days $2,00. Warret Owen Com. 2 days $2,00 A. S. Mowry Co. Surveyor. 2 days. $8,00. A. S. Mowry making plat. Report &c. 1 day. $3,00 Robert McEntire chain carrier 2 days $2,00 Wm Hannawalt. Chain carrier 2 days. $2,00 Seymore Miller Marker. 1 day. $1,00.

Given under our hands this 16th day of Jan. A.D. 1882.

Luther Liggett.
Warret Owen. } Com.
Andrew S. Mowry.

Afterward on the 31st day of Jan. 1882 the following Entry was made on the Journal of said Court which reads as follows, viz;

Entry. William Shellis et al. vs Catherine Bell. et als } On motion to the Court by the

Plaintiff and upon his producing the returns of the Sheriff and the Report of the Commissioners heretofore appointed herein and the same having been examined by the Court, and found in all respects correct and in conformity to law, and the former orders of this Court. the said proceedings and report are hereby approved and confirmed; It is therefore ordered and decreed that the said Catherine Bell have and possess the land so assigned to her as and for her reasonable dower in said premises and that the other said parties hold in severalty the parts and premises so set off and assigned to each respectively. And it is further ordered that the costs of this action including a counsel fee of fifty dollars to R. S. Woodburn Attorney for services herein taxed at $. be paid by said parties in the following proportions, to-wit The said Catherine Bell one third of said costs and the said William Ellis, Silas Bell, Mary Bell, and William Alvi Bell each one fourth part of the two thirds of said costs.

Attest. W. W. Wright, Clerk.

Pleas before His Honor John D. 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 9th day of Jan 1882. Heretofore to-wit: On the 21st day of March 1876. the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition. Thomas Peacock, vs. Jefferson Ford. } Court of Common Pleas Union County O.

Plaintiff says: On or about the 19th day of May 1873 the Plaintiff entered into a Partnership with the Defendant for the purpose of carrying on the business of Stave Piking in Marysville in the County of Union, to continue until the completion of the staves of said Stave Piking so engaged in by them. The Plaintiff was to put in his labor in said business. And the said Defendant was to put in his labor in the business, and the Plaintiff was to oversee and superintend the work hands engaged and the Defendant was to keep the books and manage the finances in the business, and the expenses and profits of the same were to be shared equally. On or about May 17th 1873 the Plaintiff and Defendant commenced the said business as Partners under the firm name of Peacock & Ford.

Praecipe

Summons

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and continued in the same until on or about September 1873. At the time last mentioned by mutual consent of the partners the firm was dissolved and the Defendant agreed with Plaintiff to take the Books of the firm and collect all the debts due to the same. to pay all debts due from the same and render from time to time to the Plaintiff on demand full statements of the debts, due to and owing from the said firm. and the payments made on account thereof and on a final adjustment to pay over to the Plaintiff his full share of the assets of said firm.

The Defendant accordingly proceeded to take possession of the assets of said firm. and has collected the debts due to the said firm and applied the proceeds to his own use instead of paying the debts thereof and distributing any balance coming to the Plaintiff.

The Plaintiff has repeatedly requested the Defendant to give him a statement of the assets of said firm which came to his hands and of his proceedings in the premises. but the Defendant has neglected and refused to render any such account or to pay over to the Plaintiff any portion of said assets, The Plaintiff asks that the Defendant may be compelled to account with him, touching the premises and ordered to pay over to the Plaintiff any balance found in his hands coming to the Plaintiff and for all proper relief.

Stevenson & King. Pltffs Attys

The State of Ohio, Union County ss. Thomas Peacock, being duly sworn says, that he is the Plaintiff in the foregoing action & that the matters and things set forth. and the allegations in his foregoing Petition are true as he verily believes

Thomas Peacock.

Sworn to before me and subscribed in my presence this 21st day of March 1876

R. M. Knight Clerk.

Praecipe To Clerk: Issue summons upon the Petition returnable according to law. Endorse, Equitable relief demanded"

Afterwards on the 21st day of March 1876. the following 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 Jefferson Todd. that he has been sued by Thos. D. Peacock. in the Court of Common Pleas of Union County. and that unless he answer by the 22d day of April. 1876. the Petition of the said

Thomas Peacock, against him filed in the Clerks Office of said Court. Such Petition will be taken as confessed and judgment rendered accordingly. You will make due return of this summons on the 3rd day of April. A.D. 1876. Witness my hand and the seal of said Court this 21st day of March. 1876.

Seal

H. M. Wade Clerk.

Sheriff's Return. The State of Ohio. Union County ss. Received this Writ March 21st A.D. 1876. and pursuant to its command on the 1st day of April 876. I served the Defendant Jefferson Ford. by delivering to him personally a certified copy of this writ with the endorsements thereon. Service 40c Mileage 10c Copy 25c Return 15c Total 90c

John C. Price Sheriff.

Afterward on the 21st day of April 1876. the following Entry was made on the Journal of said Court. which reads as follows viz:

Entry. Thomas Peacock. vs Jefferson Ford.

This day the parties appeared in open Court. by their attorneys and by leave of the Court & for good cause shown the said Defendant has a further time of twenty days from the rising of this Court to file answer herein. And by the consent and at the request of the parties the Court appoint William M. Cartwell Esqre to state an account. between the parties. And it is further ordered. that the said William M. Cartwell find the facts and state the account between said parties and that he make his report of the same at the next term of this Court to which time this cause is continued.

Afterward on the 22nd day of February. 1879. the following Entry was made on the Journals of said Court which reads as follows. viz:

Entry. Thomas Peacock vs Jefferson Ford.

This day this cause came on to be heard upon the motion of the plaintiff for the appointment of a referee in this cause and upon motion A.H. Bingham was appointed said Referee with full power to hear and determine all questions and differences that may be between said parties and report his said findings to the next term of the Court of Common Pleas of said County of Union

On the day of 18 the following Entry was filed with the Clerk of said Court which reads as follows viz:

Entry. Thomas

Report of Referee. Jeffers

Entry.

Thomas Peacock
vs
Jefferson Ford.

This day came on this cause to be heard and by agreement of the Parties and the Court being fully advised in the premises do appoint Lorenzo Long. Drake. Esq. as referee herein with full power under the code, to try, pass upon and determine the questions of law and Evidence in said cause between the Parties and report his proceedings at the next term of the Court to which time this cause is continued.

Afterward on the 21st day of January. 1882. the following Report was filed with the Clerk of said Court. which reads as follows, viz;

Report & Referee.

To the Honorable Court of Common Pleas of Union County.
Thomas Peacock
vs
Jefferson Ford.

The undersigned, to whom. by an order of said Court, dated Feby 2d A.D. 1879. the above entitled action was referred as sole Referee "to hear and determine all questions and differences between said parties" respectively represents, that in pursuance of said order, he has taked, in writing, the testimony of all the witnesses. produced by either of the said parties which testimony is herewith filed. That after full and careful consideration of the testimony he finds, decides and reports as follows: First. That the plaintiff and Defendant, were Partners, in the spring and summer 1873. engaged in the business of Stock feeding in Marysville Ohio. Second; That the partners were to share equally in the Profits or losses of the firm. Third From the evidence I do find & State the account between the Partners as follows; The Defendant rec'd of the funds of the firm in Cash. $3475.00 Rec'd from the sale of a Horse $50.00 Rec'd from work of the firm to pay rent $13.00 Received from a sale of a bridge $7.00. Total Rec'd by Ford. $3547.00 Defendant paid out for Labor & Materials $1875.56. Leaving a balance in Defendants hands $1671.44 of which the Plaintiff is entitled to one half. Fourth: In accordance with the above statements and findings, the said Defendant Jefferson Ford is indebted to the said plaintiff, Thomas Peacock, in the sum of Eight Hundred & thirty five & 72/100 Dollars ($835.72). with interest from the 21st day of March 1876. and for which amount, with its interest, the Plaintiff is entitled to Judgment against the Defendant. All of which is respectively submitted this 14th day of March A.D. 1872.

A.H. Bright Utler, Referee

Afterwards on the 4th day of February 1882. the following entry was made on the journal of said Court which reads as follows viz:

Entry.

Thomas Peacock. }
vs }
Jefferson Ford. }

This day this cause came on to be heard upon motion to confirm the report of the Referee A.H. Beightler heretofore appointed at the February Term of the Court of Common Pleas of Union County, Ohio, and the Court being fully advised in the premises does hereby confirm said report and orders judgment to be entered thereon. It is therefore ordered and adjudged that the plaintiff Thomas Peacock, recover of the Defendant Jefferson Ford, the sum of ($833.72) Eight Hundred & thirty five Dollars & 72/100 Debt and costs herein taxed at $ including a fee to the said A.H. Beightler as said Referee of $20.00

Attest. W.W. Kruger Clerk.

Pleas before Hon. John L. Peter 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 9th day of Jan. 1882. Heretofore to wit: On the 28th day of October 1881. the following Petition was filed with the Clerk of said Court which reads as follows.

Petition.

Wayne Agricultural Co. }
vs } In the Court of Common Pleas of Union
James Mulvaine } County, Ohio.

Plaintiff says:

That it is a corporation duly incorporated under the laws of the State of Indiana: That the said Defendant is indebted to Plaintiff on a promisory note of which the following is a copy:

$217.07/100

Mansfield Dec. 23rd 1880.

"On or before August 1st 1881. after date I promise to pay to "the order of John Marshal. Two Hundred & Seventeen 7/100 Dollars "at Bank of Richwood with 6% interest value received.

No. 6494.

James Mulvaine.

Indorsed, "John Marshall."

There are no other or further endorsements thereon. The said plaintiff purchased said note for a full, fair and valuable consideration before due, and it is now the legal owner and holder thereof. There is due and remaining unpaid upon said note from said Defendant to said plaintiff the sum of Two Hundred & Seventeen 7/100 Dollars with 6% interest thereon from the 23d day

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Entry.

Order.

Sheriff's Return.

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Dec. A.D. 1880. and for which sum with interest thereon as above set forth said Plaintiff asks judgment against said Defendant.

Carpenter & Brodrick Attys for Pltff.

The State of Ohio, County of Union ss. J.M. Brodrick being sworn makes oath that he is one of the attorneys of the Plaintiff duly authorized in the premises; that the above pleading is founded upon a written instrument for the payment of money, which instrument is now in affiants possession, and that the facts stated in the foregoing petition are as affiant believes true.

J.M. Brodrick

Sworn to by said J.M. Brodrick before me and signed by him in my presence this 28th day of October A.D. 1881.

W.M. Wright, Clerk.

Praecipe

To the Clerk. Issue Summons to the Defendant herein directed to the Sheriff of Union County Ohio, returnable according to law. and indorse, "Money Only. Amt claimed $217,07@. Pfs fees Dec. 23rd 1880.

Afterward on the 28th day of October 1881. the following 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: Recommand you to notify James Mulvaine, that he has been sued by Wayne Agriculture Company, in the Court of Common Pleas of Union County, and that unless he answer by the 26th day of November 1881 the petition of the said Wayne Agriculture Company, 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 November A.D. 1881. Witness my hand and the seal of said Court this 28th day of October 1881.

W.M. Wright, Clerk.

D & D

Sheriff's Returns

The State of Ohio, Union County ss. Received this writ Sept. 28th day 1881. at 11 o'clock A.M. And pursuant to its command on the 1st day of November 1881 I served the same by delivering a certified copy thereof with the endorsements thereon at his usual place of residence of the within named defendant James Mulvaine. Service 30c Mileage $1.92. Cop. 20c Total $2,42.

John Hobensack Sheriff.

Afterward on the 6th day of February 1882 the following Entry was made on the Journal of said Court which reads as follows,

Entry

Wayne Agriculture Company
vs
James Mulvaine

This day this cause came

on for hearing. and thereupon came the Plaintiff by Carpenter and Brodrick its attorneys, and the Defendant being in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true, that since the filing of said petition said Defendant has paid to said Plaintiff the sum of $100.00 and that said Defendant is still indebted to said Plaintiff in the sum of $129.55/100

It is therefore considered and adjudged by the Court that the said Plaintiff recover from said Defendant the said sum of One Hundred & Twenty nine 55/100 Dollars with six per cent. interest from the 9th day of January, A.D. 1882. and its costs herein expended, and execution is awarded thereon.

Attest. W. W. Wright Clerk.

Petition

Answer

Entry

Note.

Be it remembered that before the Hon. John B. 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 9th day of January, 1882. Heretofore to-wit on the 6th day of February 1882 the following Petition, Answer & Entry were filed with the Clerk of said Court which read as follows, viz:

P. B. Cole
vs
Benjamin Wilson

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

P. B. Cole, the above named Plaintiff says that there is due him from Benjamin Wilson Defendant, on a promisory note made by the Defendant, dated the 23d day of October 1880, which note with the warrant of attorney thereto annexed is here to attached, the sum of One Hundred & Forty one Dollars & 84 cents, with interest thereon at 8% from the 7th day of February A.D. 1882. 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 the said Defendant, for the sum of One Hundred & Forty one Dollars & 84 cents, with int. at 8% from the 7th day of Feb. 1882,

P. B. Cole & Son attys for Pff.

The State of Ohio, Union County ss. P. B. Cole, the above named Plaintiff, being duly sworn, That he believes the statements in the foregoing petition to be true.

P. B. Cole.

Subscribed by P. B. Cole, in my presence, and sworn to by him before me this 7th day of February, 1882.

W. W. Wright, Clerk.

$134 84/100

Note.

Bellfountain, Ohio. October 23d 1880.

Five months after date I Promise to pay P. B. Cole or order One Hundred & thirty four Dollars. at the Marysville Bank

for value received, with interest at eight per cent per annum, and I hereby authorize and empower any attorney at law, at any time after the above note becomes due to appear for me in any Court of Record, and waive the issuing and service of process, and confess judgment against me or against me, for the amount of said note and interests 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 my hand and seal, with the proper revenue stamps, this 23d day of October 1880.

Benjamine Wilson.

P. B. Cole, }
vs }
Benjamine Wilson } In Court of Common Pleas, Union County ss.

Answer,

And now comes the above named Defendant, 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 Plaintiff, the holder of the note described in Plaintiffs Petition and against the above named Defendant, for the sum of One Hundred and forty one Dollars & 84 cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered herein 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 upon by virtue of any execution issued on the judgment in this case is hereby waived, Feby 7th A.D. 1882.

R. L. Woodburn, Defts Atty.

P. B. Cole, }
vs }
Benjamine Wilson }

Entry of

This day came the Plaintiff by Coles, his 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 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 alleged in said Plaintiffs Petition the sum of $141.84. It is therefore considered that the said Plaintiff do recover of said Defendant, the said sum of $ 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 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 & State of Ohio, on the 9th day of January 1882. Heretofore to-wit: on the 10th day of January 1881 the following petition was filed with the Clerk of said Court, which reads as follows, viz:

Petition

Alice Thomas
vs
George Thomas
} In Court of Common Pleas Union County Ohio.

The Plaintiff says: She has been a resident of the State of Ohio, for the year last past and is at present a bona fide resident of the said County of Union that on or about the 8th day of September A.D. 1874. in the County of Hardin and State of Ohio. she was married to said George Thomas the Defendant and she has ever since conducted herself, toward the said George Thomas as a faithful and obedient wife.

That the said George Thomas, the Defendant, disregarding his ~~marital~~ duties as a husband towards said plaintiff has been guilty of habitual drunkeness, ever since the time of their said marriage which is for more than three years.

That the said Defendant, George Thomas, has also been guilty of gross neglect of duty, towards her the said plaintiff in this, to-wit: He, the said Defendant, left her, the said Plaintiff, on or about the 15th day of March 1880, since which time the said Plaintiff has not seen or heard any thing of him, the said Defendant, and during which time the said Defendant has wholly failed to provide for, or support her the said Plaintiff or their child, and has contributed nothing whatever towards their support.

That she had while living with the said Defendant George Thomas, one child, to-wit: John, who is now of the age of about six years. Wherefore said plaintiff prays that she may be divorced from the said Defendant, George Thomas, and that the custody of the said child may be decreed to her, and that she may have such further relief in the premises as in equity she may be entitled to.

S. S. Gardner Pltffs. Atty.

State of Ohio. Union County ss. Alice Thomas the Plaintiff

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in the above case, being duly sworn, says: that the facts and allegations in the above petition contained are true, as she verily believes.

Alice S. Thomas.

Sworn to and subscribed before me, by the said Alice Thomas this 7th day of December 1881.

D. W. Knight Justice of the Peace.

Afterwards on the 10th day of Dec 1881 the following Affidavit was filed with the Clerk of said Court which reads as follows:

Affidavit

Alice Thomas vs George Thomas } In Court of Common Pleas Union County, Ohio.

The said Alice Thomas, Plaintiff in the above case being first duly sworn deposeth and saith, That on or about the 10th day of December A.D. 1881. she filed her petition in the said Court of Common Pleas, against the said Defendant, George Thomas, praying that she may be divorced from the said Defendant George Thomas, and that the custody of their said child, John, of about the age of 6 years may be decreed to her, and she further says that the residence of the said Defendant, George Thomas, is to her unknown and cannot by reasonable diligence be ascertained, and that she wishes to obtain service upon said Defendant George Thomas by publication, and further she saith not.

Alice S. Thomas.

Sworn to and subscribe

Sworn to and subscribed by the said Alice Thomas before me this 7th day of Dec 1881.

D. W. Wright Justice of Peace.

Publication.

Alice Thomas vs George Thomas. } In Court of Common Pleas, Union County, Ohio.

The said George Thomas whose place of residence is unknown is hereby notified, that said Alice Thomas did on the 10th day of December 1881 file her petition in the said Court of Common Pleas, charging him the said George Thomas, with gross neglect of duty, toward her the said Alice Thomas, and habitual drunkenness, and praying that she may be divorced from him the said George Thomas, and that the custody of their child John may be decreed to her. Said cause will be for hearing as soon after the 19th day of January 1882 as said Court may determine.

Alice Thomas. By S. S. Gardner her Atty.

The State of Ohio Union County ss. I, Robert Smith, do make oath that the advertisement, of which the annexed is a copy, was published for six weeks, to wit: Dec. 15th, 22nd & 29th 1881 and Jan. 5th 12th & 19th A.D. 1882. in the Richwood Gazette a

Weekly Newspaper, printed in, and being of general circulation within said County, and of which I am the editor.

Robert Smith.

Sworn to and subscribed before me this 25th day of January A.D. 1882.

D. M. Knight, Justice of the Peace.

Afterward on the 2d day of February 1882 the following Entry was made on the Journal of said Court which reads as follows:

Entry. Alice Thomas vs George Thomas

Petition

Now comes the Plaintiff, and the Defendant having been legally summoned by Publication & having failed to appear the Court find him in default for answer or demurrer to said petition, and that the allegations therein are confessed by him to be true.

The Court also found that the Plaintiff at the time of filing her petition had been a resident of the State of Ohio, for one year next preceding the same, and was at the time a bona fide resident of the County of Union, and that the parties were married as in the petition set forth.

The Court further find upon the evidence adduced that the Defendant has been guilty of habitual drunkenness for more than three years last past, and has also been guilty of gross neglect of duty, towards said Plaintiff and that by reason thereof said Plaintiff is entitled to a divorce as prayed for in said petition.

It is therefore adjudged and decreed by the Court, that the marriage contract heretofore existing between the said Alice Thomas and George Thomas, be, and the same is hereby dissolved and both parties are hereby released from the obligations of the same. It is further adjudged and decreed, that the custody, care & education and control of the said child John, of the parties, hereto be, until further order, confined to the said Plaintiff Alice Thomas, and the said George Thomas is hereby enjoined, from interfering with the said child, or with the custody of him, and is allowed to visit him only at reasonable times until further order of Court. And it is further considered by the Court that the said Alice Thomas Plaintiff recover from said Defendant George Thomas her costs herein expended and execution is awarded therefor.

Attest D. M. Knight, Clerk.

Pleas before Hon Honor Joshua R Porter Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the body of the County of Union and State of Ohio on the 9th day of January 1882.

Heretofore, to-wit: on the 16th day of December 1881 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

Mary A. Stout
vs.
Samuel Stout.

In 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 now a bona fide resident of the said County of Union. That on or about the 21st day of March 876, at Union County Ohio, she was married to said Defendant, Samuel Stout, and she has ever since conducted herself toward him as a faithful and obedient wife. That the Defendant disregarding his duties as a husband, to-wards said Plaintiff has been guilty of gross neglect of duty, to-wards said Plaintiff in this to-wit: That he has failed and refused to furnish the necessary and proper food and clothing for her the said Plaintiff, that he would leave her for months at a time without any food provided or any fuel to warm the building. That he has wholly failed to furnish clothing, or any common necessaries of life, for more than three years last past.

That he has at various times been guilty of extreme cruelty, toward her, said Plaintiff, in this, to-wit: That on or about the 21st day of June 880 he attempted while said Plaintiff was sick to pull her out of bed by the hair of her head, choked and struck her so as to leave the marks of his violence upon her person. Also on or about the 25th day of July 877 he struck the said Plaintiff with his fists beating and biting her in most cruel manner and other violence has committed upon the person of her the said Plaintiff at divers times.

That said Plaintiff has been obliged to earn her own living and support herself as best she could. That he has been an habitual drunkard for more than three years last past. Wherefore Plaintiff prays that this cause may be heard by the Court, and that she may be divorced from the said Defendant, Samuel Stout and be restored to her maiden name Mary A Evans, and for such other and proper relief as in equity she may be entitled to.

L L Gardiner Atty for Plff

State of Ohio Union County ss. Mary A. Stout being duly sworn says the facts and allegations in

the above petition contained. are true as she verily believes.

Mary A. Stout.

Sworn to and subscribed before me by said Mary A. Stout. this 9th day of December A.D. 1881.

D. M. Wright J.P.

Praecipe. Issue a summons on the within petition to Sheriff of Union County, returnable according to law. six divorce cases. and accompany the same with a copy of the within petition.

Afterward on the 10th day of December 1881 the following Summons was issued by the Clerk of said Court which reads as follows. To wit.

Summons. The State of Ohio. Union County, ss. To the Sheriff of Union County:

You are Commanded to notify Samuel Stout. that Mary A. Stout has filed in the Office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio. a petition, (a true copy of which is herewith delivered to you to be served on him) charging him with cruelty and neglect of duty, and asking that she be divorced from him, 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 12th day of December A.D. 1881.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville this 10th day of December A.D. 1881.

D. M. Wright, Clerk.

Sheriff's Return. Received 11 o'clock. A.M. on the 10th day of December A.D. 1881, and on the 17th day of December A.D. 1881. I served the same by delivering a certified copy thereof with the indorsements thereon together with a copy of the petition to the within named Samuel Stout, Defendant. Service 30¢ Copy. 20¢ Mileage $2.56 Total $3.06

John Hobensack, Sheriff.

Afterward on the 2nd day of February 1882 the following Entry was made on the Journal of said Court which reads as follows.

Entry. Mary A. Stout } vs Samuel Stout. }

Now came the plaintiff, and the defendant having been duly served with summons and a copy of the petition herein and having failed to appear the Court find him in default for answer and demurrer to said petition, and that the allegations are confessed by him to be true. The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio. for one year next preceding the same, and was at the time a bona fide.

resident of this County of Union. and that the parties hereto were married, as in petition set forth. The Court further finds upon the evidence adduced, that the Defendant has been guilty of habitual drunkenness, for more than three years last past before the filing of said petition and of gross neglect of duty, and that by reason thereof the Plaintiff is entitled to a divorce as prayed for.

It is therefore considered, adjudged and decreed by the Court that the marriage contract heretofore existing between the said Mary A. Stout and Samuel Stout, be, and the same hereby is, released, and both parties are released from the obligations of the same, and that she be returned to her maiden name Mary A. Evans.

It is further considered and adjudged by the Court that the said Plaintiff do recover of the said Defendant Samuel Stout her costs herein expended taxed at $ and execution is awarded therefor.

Attest W. M. Wright, Clerk.

Pleas before His Honor John L. Porter Judge of 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 January, 1882. Heretofore, to-wit: on the 16th day of December 1881. the following Petition was filed with the Clerk of said Court which reads as follows viz:

Petition.

Peleg Branston Admr of Newton Case Dec'd.
vs
Samuel H. Hensley, S. H. Harris, John H[illegible] and Edgar M. Horn, Defts.

} Court of Common Pleas Union County, Ohio.

Plaintiff says: On the 7th day of August A. D. 1881. he was duly appointed and qualified & letters were granted to him as administrator of the Estate of Newton Case, late of said County, Deceased, by the Probate Court of said County.

II Cause of Action: That this action is founded upon a promisory note which came into the hands of the said Newton Case during his life time in the regular course of business and which said note is in words and figures following to-wit:

"$80[illegible] One Year after date I promise to pay to Edgar M. Horn and John M. Horn, or bearer the sum of Eighty Dollars for value received with interest from date. Jan. 15th 1876.

Samuel Hensley.

On said note appears the following Endorsements. "For value received I [illegible] within note to Newton Case and warrant it good March 9th 1876

Edgar M. Horn

There is due from the Defendants Samuel H. Hensley.

as maker & Edgar M Horn as warrantor of said note. on said note to the Plaintiff as said administrator the sum of One Hundred & four dollars which he claims with interest from Jan 15th 1881.

III. Cause of Action. The Defendant Samuel H. Housley on the 15th day of January 1876 to secure the payment of said note executed and delivered to Edgar M. Horn & John M. Horn his mortgage deed and thereby conveyed to the said Edgar M. Horn & John M. Horn their heirs and assigns the following lands and tenements situate in said County of Union in the town of Summerville. Lots No 13 & 14 being on the South side of Cross Street in the said town of Summerville. The condition in said mortgage deed was in substance if the said Samuel H Housley should pay or cause to be paid unto the said Edgar M. Horn & John M. Horn or bearer his promisory note hereinbefore set forth, when the same shall become due with interest thereon, then said mortgage deed to be void, otherwise to be and remain in full force & effect.

On the 8th day of March 1876. 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 same day in Book 12. on pages 175 & 176. of the records of Mortgages of said County. The said Deed has become absolute. There is due and remaining unpaid upon said indebtedness the sum of One Hundred & four Dollars with interest from the 15th day of January 1881. Plaintiff is informed that S. H. Harris & John Horn have some interest in said premises. The Plaintiff as said Administrator asks Judgment against the said Samuel H. Housley, as maker and the said Edgar M. Horn, as warrantor of said note 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 execution awarded for the balance and the said S. H. Harris & John Horn be made parties defendant hereto.

Robinson & Piper Attys for Pltff.

State of Ohio, Union County, ss. Peleg Cranston being duly sworn according to law, says the facts stated and the allegations in his foregoing petition, as he verily believes true.

Peleg Cranston.

Sworn to before me by Peleg Cranston, and by him subscribed in my presence this 16th day of December 1881.

W. M. Wright, Clerk.

Praecipe. To Clerk. Issue Summons upon the Petition in the foregoing case, directed to the Sheriff of Union County, Ohio for the said Samuel H Housley, & Edgar M Horn, John Horn, and S. H. Harris, Endorse Amt claimed $104 00 with interest from Jan 15th 1881 Foreclosure of Mortgage.

Summons.

Sheriff's Return.

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Afterward on the 16th day of Dec. 1881 the following 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 Samuel H. Hensley, G.W. Harris, John Horn and Edgar M. Horn, that they have been sued by Peleg Cranston Admr. of the Estate of Newton Barnes dec'd in the Court of Common Pleas of Union County, and that unless they answer by the 14th day of January A.D. 1882 the petition of the said Peleg Cranston, 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 26th day of December A.D. 1881. Witness my hand and the seal of said Court, this 16th day of December A.D. 1881.

W.M. Kruger, Clerk.

Sheriff's Return. The State of Ohio. Union County ss. Received this writ Dec. 16th 1881 at 4 o'clock P.M. and pursuant to its command on the 24th day of December 1881 I served the same by delivering a certified copy thereof with the endorsements thereon to Edgar M. Horn, and by leaving a certified copy thereof with the endorsements thereon at the usual place of residence of each of the other within named Defendants

Service 75¢ Mileage #3.12 Copy 80¢ Total $6.67

John Rohrsack, Sheriff.

Afterward on the 25th day of January 882 the following Entry was made on the Journal of said Court which reads as follows

Entry. Peleg Cranston Admr &c.
vs
Samuel H. Hensley et als

And now came the Plaintiff herein and the Defendants being in default for answer and demurrer the Court find that the Defendants, Samuel H. Hensley, are indebted to the Plaintiff as said Administrator in the sum of One Hundred ten & 24/100 Dollars, ($110 24/100) with interest from Jan. 15th 1882. It is therefore considered by the Court that said Plaintiff as said admr. recover from the said Defendants Samuel H. Hensley & Edgar M. Horn, the said sum of One Hundred ten & 24/100 Dollars, and his costs herein expended, taxed to $

The Court further find that in order to secure the payment of said note the Defendant Samuel H. Hensley executed and delivered to the Defendant Edgar M. Horn, his certain mortgage Deed with said note as in the petition described and on the premises therein described. That said mortgage was duly recorded in Book 12. Pg 175 & 176. of Records of Mortgages of said County, and is the first & best lien on the premises in the petition described.

The Court also find that the condition of defeasance in said mortgage has been broken and that defen-

dants equity of redemption should be foreclosed by Plaintiff. It is therefore considered and adjudged that unless the Defendants Samuel H. Hensley, Caldwell & Edgar M. Bonn or either of them shall within ten days from the entry of this decree pay or cause to be paid the sum so found due as aforesaid with interest from the 15th day of January 1882. & the costs of suit herein taxed to the Defendants equity of redemption be foreclosed and said premises shall be sold and that an order of sale shall issue therefor to the Sheriff of Union County Ohio directing him to sell as upon execution and bring the proceeds into Court for further order.

Page 547 Supplemental record.

Attest A. W. 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 9th day of January 1882. Heretofore to wit: on the 15th day of August A. 1881 the following Petition was filed with the said Clerk of said Court which reads as follows, viz:

Petition

Jesse A. Whiteas Guar. of Susannah Chapman, vs Julia A. Benedict. } Court of Common Pleas Union County Ohio.

Plaintiff was, on the 18th day of July 1881 duly appointed by the Probate Court of Union County, Ohio, as guardian of the person and Estate of Susannah Chapman, an imbecile, and thereupon duly qualified.

Plaintiff says that said Susannah Chapman who is now over Eighty six years old, is now and for several years last past has been, of such feeble understanding by reason of her aged and infirmities, both of body & intellect that she is wholly incapable of transacting any business. That she was at the time of the grievances hereinafter stated and she still is the owner and entitled to the full possession and control of the following lands and tenements, to have and to hold to her own proper use during her natural life time, to-wit: Situate in the County of Union and State of Ohio, and in Jackson Township, and on U. M. Survey No. 9921. & bounded and described as follows: Beginning at Rush Creek, and running north with the West line of John Chapman to the Rush Creek Gravel Road. Thence with said Road to the East line of Jason C. Chapman's land. Thence with said line in a Southern direction to the center of Rush Creek. Thence with the meanderings of said Creek to the place of beginning containing thirty four (34) Acres of land.

Plaintiff says that while said Susannah Chapman

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was in such a feeble condition of intellect that she was wholly incapable of understanding or transacting business to-wit: On the 25th day of January A.D. 1881. the Defendant Julia A Benedict, who is a Stepdaughter of said Susannah Chapman, by misrepresentations, persuasion & gifts, of no real value, obtained from said Susannah Chapman her signature to a paper which now proves to be a regularly drawn up, and acknowledged lease, to said Defendant of the premises, above described, for the period of the natural life time of said Susannah Chapman, the only real consideration therefor, as expressed in said lease, being the payment of $12.00 every six months and paying the taxes on said premises, and keeping the same in reasonable repair. Plaintiff says that said consideration is not over one fortieth of the actual value of said land and is wholly inadequate and unjust.

Plaintiff says, that since the execution of said lease, and since Plaintiff's appointment as guardian of said ward, to-wit: On the 3rd day of August A.D. 1881 the Defendant, by way of enforcing said lease has gone upon said premises, with men and team, and commenced to plow said land and otherwise to occupy & use said premises, as her own and still continues to plow & otherwise work said land and threatens to sow wheat, and other crops thereon, all of which acts are of great and irreparable injury, & damage, to said premises and defendant is wholly insolvent. Plaintiff has no adequate remedy at law. Plaintiff therefore asks, that said Defendant be restrained by injunction from occupying, using or possessing said premises, or any part thereof, or plowing or doing any other work thereon and that upon the final hearing, that said injunction be made perpetual.

Plaintiff further asks, that said lease be set aside and be declared null & void, and that said Susannah Chapman be fully restored to all she has lost thereby, and for all proper relief.

Carpenter & Broderick Attys for Plff.

The State of Ohio, Union County ss. Jesse A White the above named Plaintiff being sworn says that the facts stated and allegations contained in the foregoing Petition are true,

J. A. White.

Sworn to by Jesse A. White, before me and signed by him in my presence this 15th day of August A.D. 1881.

W. M. Knight, Clerk.

Pracipe To Clerk, Issue Summons in the above case returnable according to law. Indorse, "Action for Equitable relief, Injunction granted."

Afterward on the 15th day of August A.D. 1881 the following Summon 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 Julia A. Benedict that she has been sued by Jesse A. White Guar. of Susannah Chapman, in the Court of Common Pleas of Union County, and that unless she answer by the 15th day of Sept. A.D. 1881 the petition of the said Jesse A. White, against her 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 29th day of August A.D. 1881. Witness my hand and the seal of said Court this 15th day of August A.D. 1881.

Seal

W. M. Kruger, Clerk.

Sheriff's Return. The State of Ohio Union County ss. Recived this writ August 15th A.D. 1881 at 4 o'clock P.M. and pursuant to its command I served the same on the 19th day of August 1881. by delivering a certified copy thereof with the endorsements thereon to the within named Defendant. Service 3.00 Mileage $3.36 Total $2.00 $3.86

John Hobensack, Sheriff.

Undertaking. Jesse A. White Guar. &c } vs Julia A. Benedict. } The State of Ohio. Union County ss. Court of Common Pleas.

We bind ourselves to the said Defendant Julia A. Benedict in the sum of Two Hundred Dollars that the said Plaintiff Jesse A. White Guar. shall pay to the said Defendant the Damages she 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. Aug. 15th 1881.

J. A. White

Jason M. Chapman.

This undertaking approved by me. this 15th day of Aug. 1881

W. M. Kruger Clerk of said Court.

Entry. On the 16th day of August 1881 the following Entry was made on the Journal of said Court which reads as follows:

Jesse A. White Guar. &c } vs Julia A. Benedict. }

On application of the Plaintiff herein for an injunction in this case it is ordered that a restraining order is allowed as prayed for in the petition upon the Plaintiff giving an undertaking according to law in the sum of $200.00

Afterward on the 3d day of September 1881 the following Answer was filed with the Clerk of said Court which reads as follows. viz:

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Answer.

Jesse A. White Guar. } State of Ohio Union County ss.
vs. } In the Court of Common Pleas
Julia A Benedict }

The Defendant Julia A. Benedict.
For her answer to the Petition of the Plaintiff says.
She denies each and every allegation except that the said White was appointed as Guardian. And that said Susannah Chapman, who was entitled to a life estate in said lands, leased the same to this Defendant. for $25 ⁰⁰/₁₀₀ per year and payment of taxes and repairs. And that the defendant took possession of said lands and began plowing. for wheat when she was stopped by injunction
2d Defense. The Defendant further Answering says that about the day of 18. She bought the lands in controversy from her father and received a general warranty Deed, therefor, clear of all incumberances. That after her said father died said Susannah Chapman who joined therein had executed and delivered to this Defendant said Deed and after she had had the same in her possession for about two weeks. Her father come to her and requested that she let him re write said Deed, a clause reserving to himself and the said Susannah Chapman a life Estate in said lands. Thereupon this defendant without consideration but to please and oblige her father, and the said Susannah Chapman permitted said clause to be intered into said Deed.
That said lands were badly run down, and out of repair, and in consideration of the former kindness of this Defendant, and to enable her to put said premises in repair, and proper state of cultivating as well as the consideration already stated said Susannah Chapman who is and was abundantly competent granted said lease.
Wherefore this defendant asks that said injunction may be dissolved and she be restored to all things she has lost by reason of the granting the same and for all proper relief.

Cameron & Benton Def's Attys.

State of Ohio, Union County ss. Julia A. Benedict being first duly sworn, says the facts stated and allegations made in her foregoing answer are true as she verily believes.

her
Julia A. X mark Benedict.

Sworn to before me, by said Julia A Benedict, and by her signed in my presence this 3ᵈ day of September 1881

D. W. Ayers.
Notary Public.

Exd.

Entry

Afterward on the 25th day of January 1882 the following Entry was made on the Journal of said Court which reads as follows, viz:

Jesse A. White Guar.
vs
Julia A. Benedict.

This day came on this cause to be heard on the award of Jonathan Cheney, Thomas P. Beatty & Harvey Mather, arbitrators chosen by the parties & the Court being fully advised in the premises do confirm said award. & said Arbitrators and order the said parties to cancel said contract & lease mentioned in said petition & that the Defendant secure unto fifty dollars annually during the life of Susannah Chapman to said Guardian one half each July & January while she lives the said Guardian shall release to defendant all further claim on said land as provided in said award & the plaintiff is ordered in pursuance of said award to pay the costs of this proceedings taxed to ft & pay the taxes on the land June 1882.

Attest W. W. Wright, Clerk.

Pleas before His Honor John D. 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 & State of Ohio on the 9th day of January 1882. Heretofore to-wit: on the 7th day of Dec 1881 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition.

Phoebe M. Romine.
vs
George B. Romine
Forest J. Romine
Lillie M. Romine et.
Fanded C. Romine.

Court of Common Pleas Union County, Ohio.

The Plaintiff, Phoebe M. Romine says that she was lawfully intermarried with one Jacob M. Romine July 21st 1870 and on the day of A.D. 18 said Jacob M. Romine died intestate, having been seized during said coverture of an estate of inheritance in the following property, situate in the County of Union and State of Ohio, viz: part of Virginia Military Survey. Nos 6010 & 13592 and bounded and described as follows, to-wit: Beginning at a stone at the root of a White Oak, marked a corner at North East corner of a lot of twenty (20) acres owned by the heirs of George Kelsey. Thence with their own line S. 8¾ E. 107½ Poles to a stone in the center of the County road from which a large Red Oak, marked as a witness bears N. 2½ E. 1 Pole. Thence with the center of said Road N. 80¾ E. 34½ Poles to a stone at the angle of the road

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Thence with said road N. 9¼° W. 21 49/100 Poles to a stone at another angle in said road: Thence with the center of the road N. 8¼° E. 7/100 Poles to a stone in the center of the Bonnett road. Thence with the center of said road N. 8¼° W. 15 17/100 Poles to a stone. Thence N. 81¼° W 100 poles to a stone corner to land owned by the heirs of John Brannan dec'd; Thence with their line S. 8¼° W. 97 25/100 Poles. to a stone, their east corner & in the line of said Kelsey's lot: Thence with their line S. 80° E. 10 4/5 Poles to the beginning. Containing One Hundred & Twenty two (122) Acres and Forty-nine (49) Poles more or less except about 5 acres sold to Elizabeth Wilcox (See deed from J. M. Cannell & wife to Jacob M. Romine V. 37 Page 3 of Union County Deed Records)

Said Jacob M. Romine died seized of the above described lands leaving plaintiff his widow and entitled to dower therein and the following children and heirs at law entitled to the fee thereinto-wit: George B. Romine aged 9 years. Forest J. Romine aged 6 years. Lillie M. Romine aged 4 years & Faudelle C. Romine aged 2 years.

Plaintiff says that the Personal Estate of said Jacob M. Romine in the hands of Wm M. Hackok, his administrator is more than sufficient to pay all the debts of the decedent. Plaintiff says that she is entitled to dower in the above described premises and prays that the same may be assigned her therein and for such other relief as is proper.

A. F. Carpenter Atty for Pl'ff.

The State of Ohio, Union County ss. Phoebe M. Romine, the above named plaintiff being sworn says that the facts stated and allegations made in her foregoing petition are true as she verily believes.

Phoebe M. Romine.

Sworn to by Phoebe M. Romine, before me and signed by her in my presence this 7th day of December A.D. 1881.

W. M. Wright, Clerk.

Praecipe. To Clerk. Issue summons upon this petition returnable according to law. "Endorse Petition for Dower"

Afterwards on the 7th day of December A.D. 1881 the following 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 B. Romine, Forest J. Romine, Lillie M. Romine and Faudelle C. Romine that they have been sued by Phoebe M. Romine in the Court of Common Pleas of Union County and that unless they answer by the 7th day of January A.D. 1882 the petition of the said Phoebe M. Romine 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 19th day of December 1881.
Witness my hand and the seal of said Court
this 7th day of December A.D. 1881.

Seal

H. M. Krueger, Clerk.

Sheriffs Return

The State of Ohio, Union County ss, Received this writ Dec. A.D. 1881. at 10 o'clock A.M. and pursuant to its command I served the same by leaving a certified copy thereof with the endorsements thereon at the usual place of residence of each of the within named Defendants. On the 15th day of December 1881. Service 75¢ Mileage $2,40 Copy 80¢ Total $3,95

John Hohensack, Sheriff.

Afterward on the 12th day of January 1882 the following Entry was made on the Journal of said Court to which it refers as follows viz;

Entry

Phoebe M. Romine }
vs }
George B. Romine et al. }

On suggestion of the Plaintiff's by their attorney, that the Defendants, George B. Romine, Forest J. Romine, Lillie M. Romine, & Jaudele C. Romine, are all minors, and on motion of the Plaintiff's, F. B. Fulton Esq. is hereby appointed guardian ad litem for said infant Defendants.

Afterward on the 12th day of January 1882 the following Answer was filed with the Clerk of said Court which reads as follows, viz;

Answer

Phoebe M. Romine }
vs } Court of Common Pleas Union Co.
George B. Romine et als }

And now comes F. B. Fulton Guardian ad litem for George B. Romine, Forest J. Romine, Lillie M. Romine & Jaudele C. Romine and for answer says: That he has no knowledge of the matters set forth in Plaintiffs Petition and he therefore for the purposes of this action, denies the same and demands the proof and asks the protection of the Court for the infant defendants

F. B. Fulton Guar. ad Litem.

Afterward on the 12th day of January A.D. 1882 the following Entry was made on the Journal of said Court which reads as follows, viz;

Entry

Phoebe M. Romine }
vs }
Geo. B. Romine et als. }

This cause came on for hearing on the petition, the answer of the infant Defendants, by their Guardian Ad Litem, and the evidence and was submitted to the Court. On consideration whereof the Court find that the said Jacob M. Romine, was in his lifetime,

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seized in fee simple of the real Estate and premises described in the Petition, and that the Plaintiff is the widow of the said Jacob M Romine. dec'd and that she is entitled to have her dower in the said premises assigned and set off to her as prayed in her said petition.

It is therefore ordered, adjudged and decreed by the Court that the said Plaintiff be endowed of one full equal third part of the premises described in the petition, and that a writ issue to the Sheriff of Union County, commanding him that by the oaths of A.S. Mowry, Henry Hyblargenre Boanages Green, three judicious, disinterested men of the vacinity, in the said County, who are not of kin to either of the parties and who are hereby appointed Commissioners for that purpose, he set off and assign such dower to said Plaintiff according to law. And that of such proceedings the said commissioners and the said Sheriff make return without unnecessary delay.

Afterward on the 13th day of January. 1882 the following Writ of Dower was issued by the Clerk of said Court which reads as follows, viz;

Writ of 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 A.S. Mowry Henry Hyblargenre Boanages Green, you cause to be set off and assigned to Phoebe M Romine. Widow of Jacob M. Romine late of said County. dec'd one full equal third part of the following real estate, situate in the County of Union and State of Ohio. Being Part of U.M. Survey Nos 6010 & 13592 and bounded and described as follows to-wit: Beginning at a stone at the root of a White Oak marked a corner at the North East corner of a lot of Twenty (20) acres owned by the heirs of George Kelsey thence North to their line 8 & 6 1/2 Poles to a Stone in the center of the County road from which a large Red Oak marked a pointers bears N 1/2 E. One pole. Thence with the center of said road N 83 3/4 E. 34 1/2 Poles to a stone at the angle of the road; Thence with said road. N 9 1/4 W. 21 100 Poles to a stone at another angle of said road; Thence with the center of the road N. 8 1/4 E. 47 100 Poles to a stone in the center of the Bonnett road. Thence with the center of said road. N. 8 1/4 W. 51 44 100 Poles to a stone; Thence N. 81 1/4 W. 100 Poles to a stone corner to land owned by the heirs of John Brannad dec'd Thence with their lines. S. 8 1/4 W 97 20 100 Poles to a stone their east corner by the line of said Kelseys Lot; Thence with their line S. 80 E. 10 1/2 Poles to the beginning containing 122 acres & 49 Poles more or less, except about 5 acres sold to Elizabeth Wilcox (see deed from J.M. Leonard & wife to Jacob M Romine. Vol 37 Page 3 of Union Co Deed Records. in pursuance of an order made in our said Court of

Common Pleas within and for the said County. & Whereas in a certain Petition for Dower wherein the said Phoebe Romine is Petitioner, and George B Romine et al are respondents, and that in like manner, by the oaths of three men, you make a just and true appraisement of the yearly value of said Real Estate, after deducting the necessary expenses, and that your proceedings in the premises, you distinctly certify under your hand to our said Court forth-with. And have you then and there this writ.

Witness my name and the seal of the said Court at Marysville this 12th day of January A.D. 1882.

W.M. Knight, Clerk.

Exd Sheriffs Return

As commanded by this writ I have by the oaths of A.S. Mowrey, Henry Hyblargen and Boardman Green three judicious, disinterested men of the vacinity, who are not of kin to either party, caused to be set & laid assigned to the within named Phebe M. Romine as her dower estate so much of the within described lands and tenements as is contained in the following boundaries, to-wit: Situate in the County of Union and State of Ohio, and part of Virginia Military Survey No 1392. Beginning at a stone on the center of the Grassy Run Road and south east corner to Elizabeth Crebs land thence thence with the south line of said land N 80 W 100 poles to a stake and stone North east corner to the John Brannon Farm: thence with the east line of said Farm, S 9½ W 47 poles to a stake thence S. 80 E 114 100 poles, to a stake in the center of said Grassy Run Road. Thence with the center of said road N 7 W 49 poles to the beginning containing 31½ acres more or less, and by the oaths of the same men, the yearly value of the real estate within described is justly and truly appraised at Two Hundred & Fifty Dollars, after deducting necessary expenses. Given under my hand this 2 day of January, A.D. 1882. Sheriffs Fees 3.92. Com & Sur. $5.00 Com & chain carrier $1.50 Com & chain carrier $1.50. Total $8.00

John Hobensack, Sheriff.

Petition

Afterward on the 25th day of January, 1882 the following Entry was made on the Journal of said Court which reads as follows, viz:

Phebe Romine.
do
George B Romine et al

This cause came on for hearing upon the return of the Sheriff and the commissioners herein & their proceedings in the assignment of dower under the former order of this Court, and on the motion to con-

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to confirm the same and the Court being fully advised in the premises find said proceedings and assignment in all respects in conformity to law, and do hereby approve and confirm the same. It is therefore ordered and decreed that the said Phebe Romine have and possess the lands so assigned to-wit: Situate in the County of Union and State of Ohio and part of Virginia Military Survey No. 13592. Beginning at a stone in the center of the Grassy Run Road, and southeast corner to Elizabeth Greenland. Thence with the South line of said land N. 88° W. 108 Poles to a stake and stone, Northeast corner to the John Brannon farm. Thence with the East line of said farm S. 9½° W 47 Poles to the Center thence S. 80° E 114 Poles to a stake in the center of said Grassy Run Road. Thence with the center of said road N 7° W 49 Poles to the beginning containing 31½ acres more or less, as and for the reasonable Dower in said premises. And it is further ordered that the said Phebe Romine pay one third of the costs of this suit and that the Defendants, George B. Romine, Forest J. Romine, Lillie M. Romine & Fanchon E. Romine shall pay two third of said costs in equal proportions.

Attest A. W. M. Wright Clerk.

Pleas before His Honor John L. Porter Judge 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 January 1882.

Heretofore to-wit: on the 28th day of June 1881 the following Petition was filed with the Clerk of said Court which reads as follows viz:

Petition

Rachel Pheasant. vs Horace Tyler and Nancy H. Tyler. } Union Common Pleas.

The said Rachel Pheasant plaintiff complains of the said Horace Tyler & Nancy H. Tyler his wife, Defendants for that the said plaintiff on the 16th day of June 1881 was the wife of one Peter Pheasant, and that the said Peter Pheasant was (then) a person in the habit of getting intoxicated, of which the Defendants then had notice: Yet the said Horace Tyler, defendant, did on the said 16th day of June A.D. 1881 sell and deliver to the said Peter Pheasant several drinks and glasses of intoxicating liquor, whereby the said Peter Pheasant then & there on said date became, & was intoxicated, and whereby as the said plaintiff avers, the said Defendant Horace Tyler caused the intoxication of the said Peter Pheasant, and the said plaintiff further avers that said Peter Pheasant was then and for a long time thereafter, viz: for the space of two days,

incapable of attending to his usual business work. Said Peter Pheasant. Then had employment as a common laborer and ditcher. at which he usually when sober earned from one & a half. to three dollars per day. and could have earned said sums & was prevented from so doing during said two days by said intoxication. Said liquor was sold as aforesaid. to said Peter Pheasant. illegally and to be drank and was drank on the premises. where sold.
The said Peter Pheasant while so intoxicated by said liquor so sold by him. neglected to come home as he should have done. whereby the Plaintiff was compelled to abandon her house & home in the night season and seek safety & protection elsewhere. in the house and family of a neighbor. And the said Peter Pheasant. while intoxicated & under the intoxication by said liquor so sold to him & in consequence thereof got into a fight and in consequence thereof was arrested and fined on the following day. in the sum of $ fine & costs $. The Plaintiff & family are wholly. were then dependent upon the labor of the said Peter Pheasant for support & maintainance and the said Peter Pheasant has no other resources for the support of his family, than his labor.
Plaintiff further says. that at the time of the commission of the grievances hereinafter stated. She was & has ever since been a married woman & the wife of said Peter Pheasant. She further says that on or about the 1st day of February. A.D. 1881. & ever since the said Peter Pheasant was and has been a person in the habit of getting intoxicated & which the said Defendants. then had notice.
Yet the said Horace Tyler. did on or about said 1st day of February. 1881. and nearly ever since The Plaintiff is unable to state more specially the times. except as herein stated. sell and deliver him intoxicating liquor to the said Peter Pheasant. by the drink and otherwise to be drank on the premises where sold. and elsewhere whereby the said Peter Pheasant became & was habitually intoxicated from the said 1st day of February. A.D. 1881. to the 16th day of June. A.D. 1881. So that he neglected his work and business. and did not earn half wages and did not work more that half the time, and expended the greater part of his earnings uselessly with the said Tyler. at his saloon in Broadway Union County, Ohio. for liquor. to the great deprivation & neglect of his family & reduction of their means of subsistance.
Plaintiff further says: That long before & at the time of committing by the said Defendants of the grievances hereinafter stated the said Plaintiff was & she is now the wife of one Peter Pheasant.

That said Plaintiff and Peter Pheasant her husband have lived at and near the village of Broadway said County of Union for more than two years last passed and have one child, and the Plaintiff and said child have been during all of said time dependant upon said Peter Pheasant for support. That the said Defendants both reside in said Village of Broadway, and the said Defendant Hyram Tyler is a keeper of a room, resturant & saloon in said Village where intoxicating Liquors are sold, contrary to law, & in violation thereof, and the said Nancy H. Tyler is the owner of said building & room and lets the same to the said Hyram Tyler and knowingly permits him to sell intoxicating liquors therein, in violation of law. The said Hyram Tyler has so kept & sold intoxicating liquors and the said Nancy H. Tyler has so permitted the same for & during the entire time from on or about October 2nd 1880 to the present time. That the said Peter Pheasant, before committing by the Defendants of the wrongs & grievances hereinafter stated was an industrious, kind & provident husband & father & provided for the Plaintiff & her said child; but about the 3rd day of October A.D. 1880 the said Peter Pheasant began frequenting the saloon of the said Hyram Tyler & buying and drinking intoxicating liquors of him the said Tyler his visits becoming more frequent and at times the said Peter Pheasant would become excessively & grossly intoxicated so that on or about the 1st day of February A.D. 1881 Dean & Sprague & others filed with the Township Clerk of Taylor Township said County, on which Township said Village of Broadway is situated notice to all liquor dealers not to sell intoxicating liquors from & after three days from said date to the said Peter Pheasant, said notice was filed at the instance of the mother & father & other relatives of said Peter Pheasant and said notice has been upon the books of said Clerk kept for that purpose ever since. Said Hyram Tyler was also personally notified by the mother of said Peter Pheasant to desist from selling liquor to her said son. Since said notice was put upon the Clerks Books as aforesaid. But the said Hyram Tyler totally disregarded the said notice & requests. And on or about the first day of April A.D. 1881 at said Village of Broadway, Taylor Township Union County, Ohio, did sell, deliver and give to the said Peter Pheasant certain intoxicating liquor whereby the said Peter Pheasant became intoxicated. And that the said Defendant Hyram Tyler on the 11th day of June A.D. 1881 at said Village of Broadway did sell deliver and give to the said Peter Pheasant certain intoxicating liquors whereby the said Peter Pheasant became intoxicated, And that the said Hyram Tyler on or about the 16th day of June A.D. 1881 did sell deliver & give

to the said Peter Pheasant certain intoxicating liquor whereby the said Peter Pheasant became intoxicated, And that the said Defendant Hyram Tyler on Sundry days before and after the said 1st day of April A.D. 1881. at said Village of Broadway, did sell, deliver & give to the said Peter Pheasant certain intoxicating liquors, whereby the said Peter Pheasant became intoxicated and that all of said sales were in violation of law. Said sales on the 11th day of June & 16th day of June were by the drink to be drank on the premises where sold. Said habitual sales were by the drink to be drank as aforesaid.

That the occupation of the said Peter Pheasant was that of a common laborer, usually working at ditching & such work, and that the said occupation was remunerative. The said Peter Pheasant usually earned from One & a half to three dollars per day when not intoxicated, and that by reason of said Peter Pheasant being habitually intoxicated as aforesaid he became to a great extent at least one half incapacitated & unable to attend to his occupation and wasted his time in said saloon & in running about the neighborhood, and was frequently compelled to pay fines & to suffer arrests and pay costs to considerable amounts. viz: on the 25th day of April & 7th day of June 1881. he was fined and had costs to pay. And the said Peter Pheasant was generally absent from home till late at night & he would be drunk when he came home, and abusive to the Plaintiff by reason of said intoxication thus causing the Plaintiff great mental suffering on account thereof. And that by reason of the intoxication habitual & otherwise of said Peter Pheasant the Plaintiffs means of future support have been cut off and diminished below what is reasonable and competent for said Plaintiff in her station in life & below what they otherwise would have been. Plaintiff says that the building occupied by the said Hyram Tyler as aforesaid for a Saloon & is situated on Out Lot No 2. on Broadway, Union County, Ohio, and is the same building formerly occupied by Isaac F. Giles for a store & dwelling, And deeded by Ira Robbins to Nancy H. Tyler, for a more accurate description of said building & Lot reference is hereby made to the Recorded Plat of said Village in the Recorders Office of Union County, Ohio. The Defendant Nancy H. Tyler is the owner thereof, and the wife of said Hiram Tyler and knowingly permitted Hiram Tyler to sell intoxicating liquors therein in violation of which was the sole cause of the intoxication of the said Peter Pheasant herein before stated Plaintiff says that by reason of the said several grievances herein before enumerated she has been damaged in the sum of One thousand dollars.

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Wherefore Plaintiff prays judgment against the said defendants for the said sum of One Thousand Dollars, and that such judgment be a lien upon the premises & building aforesaid.

P. B. Cole & Son. Attys for Plff.

State of Ohio Union County ss. Rachel Pheasant being sworn says that the facts stated and allegations in the foregoing petition are as she believes true.

Rachel Pheasant.

Sworn to and subscribed before me this 20th day of June A.D. 1881.

W. M. Wright, Clerk.

Afterward on the 20th day of June 1881 the following 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 Hiram Tyler & Nancy H. Tyler that they have been sued by Rachel Pheasant in the Court of Common Pleas of Union County, and that unless they answer by the 23d day of June A.D. 1881 the petition of the said Rachel Pheasant against them filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 4th day of July A.D. 1881.

Witness my hand and the seal of said Court this 20th day of June A.D. 1881.

W. M. Wright, Clerk.

(Seal)

Sheriff's Return. The State of Ohio. Union County ss. Received this writ June 20" 1881. at 6 o'clock P.M. and pursuant to its command, served the same June the 21st 1881. by delivering to each of the within named Hiram Tyler & Nancy H. Tyler, a certified copy of this writ with the endorsements thereon. Service 45c Mileage $1.60 Cop. 40c Total $2.45

John H. Gobensack, Sheriff.

Afterward on the 13th day of Sept. 1881 the following Entry was made on the Journal of said Court which reads as follows viz:

Entry. Rachel Pheasant vs Hiram Tyler et al.

This day came on this cause to be heard upon the demurrer of the Defendant to the petition of said Plaintiff and was argued by counsel and submitted. On consideration whereof the Court do sustain said demurrer. Thereupon the Plaintiff asked and had leave to file amended petition herein by Saturday of this week.

Afterward on the 17th day of Sept. 1881 the following Amended Petition was filed with the Clerk of said Court which reads as follows, viz:

Amended Petition

Rachel Pheasant
vs
Hyram Tyler and Nancy H. Tyler his wife & Ira Robbins.

Common Pleas. Union County.

Plaintiff says that long before and at the times of the commission by said Defendants, of the grievances hereinafter stated, the Plaintiff was & ever since has been and now is the wife of one Peter Pheasant. That said Plaintiff & Peter Pheasant her husband have lived at and near the village of Broadway said County of Union for more than two years last passed, and have one child, and the Plaintiff has been during all of said time dependent upon said Peter Pheasant for support. That said Hyram Tyler wife both resid on said village of Broadway. and the said Hyram Tyler is the keeper of a room, restaurant and saloon in said village, where intoxicating liquors are sold contrary to law and in violation thereof. And the said Nancy H. Tyler holds the legal title in fee simple to said Building and room and occupies the same with her husband & as a residence & for a saloon, and knowingly permits him to sell intoxicating liquors therein contrary to law, & in violation of law. The said Hyram Tyler has so kept and sold intoxicating liquors and the said Nancy H. Tyler has so occupied said premises & permitted the same for and during the entire period from on or about October 2d 1880 to the present time. The said Peter Pheasant, before the commission by the Defendants, of the wrongs and grievances hereinafter stated was an industrious, kind and provident husband, & father, and provided for the Plaintiff and her said child, but about the 2d days of October A.D. 1880. the said Peter Pheasant, began frequenting the saloon of the said Hyram Tyler, and buying & drinking intoxicating liquors of him the said Hyram Tyler. His visits becoming more & more frequent. and at times the said Peter Pheasant would become excessively & grossly intoxicated, so that on or about the 25th day of Jan A.D. 1881 said Plaintiff had been greatly injured in her means of support thereby, and was liable to be injured still more, by any sale of intoxicating liquors to said Peter Pheasant, and desired to prevent the sale of intoxicating liquors to him & therefore gave her verbal notice in the presence of a witness on said date, to said Hyram Tyler, not to sell to said Peter Pheasant any intoxicating liquors from and after said date. Said Hyram Tyler disregarded said notice & continued to sell to said Peter Pheasant intoxicating liquors,

notwithstanding the same. So that on or about the 1st day of February A.D. 1881. said Plaintiff again notified him to cease from such sales, and sell no more to said Peter Pheasant. said last notice was verbal & in presence of a witness. Also on or about the 1st day of February A.D. 1881 desiring to prevent the sale of intoxicating liquors to said Peter Pheasant. Plaintiff caused a written notice to all liquor dealers not to sell any intoxicating liquors to said Peter Pheasant to be filed with the Clerk of Taylor Township said County in which said village of Broadway is situated, and said notice was, on or about said date, duly filed with said Clerk, in accordance with the Statute in such cases made & provided, said notice was signed by Israil Sprague, Albert Pheasant, Mathias Pheasant, Newton Case, and Mary Ann Case, all of whom were interested persons, liable to be injured in person or property by any Sale of intoxicating liquors to said Peter Pheasant. The said Albert Pheasant was a brother of said Peter, and in the habit of working with him on jobs of ditching & other work, as a partner and had suffered loss and injury by the intoxication of said Peter while working with him, as a partner, on such jobs, said Peter being incapacitated thereby from doing his share of the work, and in the habit of annoying and threatening him said Albert, while doing such jobs, with personal assaults & abuse. The said Albert & Peter were at the time said written notice was given as aforesaid working together as partners on a job of ditching, and said Albert desired to prevent all Sales of liquors to said Peter in order that that business & business relations in connection with such work, might go on successfully & profitably. Said Mathias is the father of said Peter & lives in the neighborhood and had been annoyed in his business by said Peter's intoxications, and while said Peter was intoxicated, and had been kept from work at times. By reason of such intoxications of said Peter to his injury and it was for the purpose of preventing such injury in the future, as well as in compliance with the request of said Plaintiff that said parties united in and gave said notice; The other signers of said notice were interested in a general way in giving the same, by reason of other parties in whom they had direct interest being associated to a certain extent with said Peter in drinking, and said notice warned all liquor Dealers against selling to said other parties as who they, the other signers of said notice were directly interested as well as against selling.

to said Peter Pheasant. Also on or about the 10th day of June 1881 the said Hyram Sylus was personally & verbally notified at the request of said Plaintiff to desist from selling liquor to said Peter Pheasant her husband. said notice was given by the mother of said Peter Pheasant in the presence of a witness. The said Hyram Sylus totally disregarded said notices & requests and on or about the 1st day of April A.D. 1881. at the said Village of Broadway in Taylor Township Union County, Ohio. did sell deliver & give to the said Peter Pheasant certain intoxicating liquors whereby the said Peter Pheasant became intoxicated; Also on or about the 11th day of June 1881. the said Hyram Sylus did sell deliver and give to the said Peter Pheasant at said place, Certain intoxicating liquors whereby the said Peter Pheasant became intoxicated, And also on or about the 16th day of June 1881. at said place, said Hyram Sylus did sell deliver and give to said Peter Pheasant certain intoxicating liquors whereby the said Peter Pheasant became intoxicated; And also on or about the 1st day of February. A.D. 1881. said Hyram Sylus did sell, deliver and give to said Peter Pheasant, certain intoxicating liquors whereby he became intoxicated, And the said Hyram Sylus at sundry & many other times than those above specified, and habitually, from the 1st of February 1881. till the commencement of this suit did sell deliver & give to the said Peter Pheasant at said saloon Certain intoxicating liquors whereby the said Peter Pheasant became intoxicated & was habitually intoxicated through all said period. and that all of said sales were in violation to law, and were habitually by the drinks to be drank on the premises where sold. and the said Hyram Sylus at the time of each and all of said sales well knew that said Peter Pheasant was a man in the habit of getting intoxicated and neglecting his work & business & family.

The occupation of the said Peter Pheasant was that of a common laborer, usually working at ditching and such work. and that the said occupation was remunerative; The said Peter Pheasant usually earned from one & a half to three Dollars per day, when not intoxicated, and that by reason of said Peter Pheasant being habitually intoxicated as aforesaid by reason of said sales. he became to a great extent at least one half incapacitated for & unable to attend to his said occupation and wasted his time in said saloon.

and running about the neighborhood, and got into fights & was on several occasions arrested, and fined for fighting and had fines and costs to pay in considerable amounts, to-wit: On the 9th day of April & 17th day of June A.D. 1881. he was arrested and had fines and costs to pay, on account of intoxication & fighting caused by said sales. And the said Peter Pheasant was generally absent from home till late at night and would be drunk when he came home and abusive to the Plaintiff, by reason of said intoxication, thus causing extra work to the Plaintiff about their house keeping, & causing her great mental suffering on account thereof. And by reason of said sales of liquor to said Peter Pheasant the means of support of the Plaintiff and child have been greatly reduced throughout said period from Feb. 9th 1881 & from October 2d 1880 below what was reasonably necessary & competent for said Plaintiff in her station in life and her means & future support have been in like manner reduced by said sales and habitual intoxications. Plaintiff further says that the building occupied by the said Hyram Tyler & wife as aforesaid for a saloon is situated on Lot No 2, in the Village of Broadway, Union County Ohio, and is the same building occupied formerly by Isaac F Gates for a store room & dwelling and was deeded by Ira Robbins to the Defendant Nancy H Tyler by deed in fee simple, dated Oct 2d 1880 recorded in Volume 76 Page 439 Records of Union County, in Recorders Office of said County, for a more perfect description of said building & lot reference is made to the Recorded Plat of said Village in said Recorder's Office.

Said deed was made in pursuance of a pretended sale of said premises to said Hyram Tyler by said Robbins and all the consideration that has been paid therefor has been paid by said Hyram Tyler, and the said Nancy H Tyler has paid nothing thereon and all the ownership she has in it is in trust for said Hyram Tyler & consists of the legal title thereto only. The said deed was made & taken in the name of said Nancy H Tyler as aforesaid for the purpose of evading the statutory liability of said property for injuries, costs & fines arising from the use thereof for a saloon, and the sale therein of intoxicating liquors therein contrary to law, and the said sale and deed were made with the full understanding & intention between all the parties thereto that intoxicating liquors were to be sold in a saloon to be kept therein by said Hyram Tyler, contrary to law. The consideration

Said deed was $800. whereof $10 cash was paid and a note & mortgage on said premises. given by said Hyram Tyler & wife to said Sandra Robbins for the balance $790. payable in monthly instalments of ten Dollars each months.

Plaintiff charges that said bargain & sale and deed note & mortgage were entered into by all of said parties for a corrupt & illegal purpose to-wit; for the purpose of establishing a Saloon on said premises for the sale of liquor in violation of law. and in such a manner as to prevent said premises from being liable for costs or damages or fines arising therefrom and that said mortgage ought not to be sustained as against any claims arising from such sale &c.

Plaintiff says she has been damaged in the premises by said illegal sales to her said husband Peter Pheasant in the sum of $1000, Said sales were the sole cause of all the intoxication of the said Peter Pheasant herein before stated.

Plaintiff therefore prays judgment against the said Defendants Hyram Tyler & Nancy H Tyler & Sandra Robbins for the said sum of $1000 & her damages aforesaid and that said judgment be decreed a charge & lein upon the premises & building aforesaid, and that said lein may be decreed to be prior to that of said Sandra A. Robbins. under said mortgage & for all proper relief.

P. B. Cole & Son Atty's for Pl'ff.

State of Ohio Union County ss. Rachel Pheasant being sworn says the facts stated and allegations in her foregoing petition are as she believes, true.

Rachel Pheasant.

Sworn to & subscribed before me this 17th day of September 1881.

O. H. Beightler Notary Public.

Afterward on the 13th day of January 1882 the following Answer was filed with the Clerk of said Court which reads as follows: viz:

Answer

Rachel Pheasant vs Hyram Tyler et als } State of Ohio. Union County ss. In the Court of Common Pleas.

Now comes the Defendants Hyram Tyler & Nancy H Tyler and for answer to Plaintiffs petition say: They admit the Plaintiff is the wife of Peter Pheasant and that they have lived near Broadway. for two years and have one child. That the Defendant Nancy H. Tyler is the owner of the property mentioned in the petition.

The Defendant deny each & every allegation and averment in the said petition contained and not

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herein admitted. Whereupon these Defendants ask to go hence without day and recover their costs.

J. Cannon Atty for Defts

State of Ohio. Union County ss. Hiram Tyler being first duly sworn says the facts stated and allegations made in the foregoing answer are true as he verily believes

Hiram Tyler.

Sworn to before me by said Hiram Tyler and by him signed in my presence this 12th day of January 1882.

W. M. Wright C. Clerk.

Afterward on the 21st day of January 1882 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry

Rachel Pheasant vs Hiram Tyler et als

This day came the parties and settled this cause and by agreement the Plaintiff is to pay her cost and the Defendant is to pay the cost made by them and there is to be no record.

Attest. W. M. Wright, Clerk.

Pleas before his Honor John A Price Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the body of the County of Union and State of Ohio, on the 1st day of May a D. 1882. Heretofore, to-wit: On the 7th day of April A.D. 1882 the following Petition was filed with the Clerk of said Court which reads as follows viz;

Petition 4010

H. J. Hickman Plff
vs
F. F. Hagen & W. L. Hagen Defts
Court of Common Pleas Union County Ohio

The Plaintiff says: That during the year 1881 and at the respective dates of the several notes hereinafter set forth the Defendants F. F. Hagen W. L. Hagen were partners doing business in the Village of Marysville Ohio under the firm name and style of F. F. Hagen & Co. The Plaintiff says that while said partnership existed between Defendants they executed and delivered to the Plaintiff the following notes, to wit; $220.27 Cincinnati June 28th 1881 Four months after date we promise to pay to the order of H. J. Hickman Two Hundred and Twenty and Twenty seven One hundredths Dollars at the Farmers Bank Marysville Ohio. Value Received "(Signed)" "F. F. Hagen & Co."

$332.10 Cincinnati July 20th 1881 Four months after date we promise to pay to the order of H. J. Hickman Three Hundred Thirty two and 10/100 Dollars at the Farmers Bank Marysville Ohio. Value Rec'd "(Signed)" "F. F. Hagen & Co."

$348.89 Sept. 19th 1881 Four months after date we promise to pay to the order of H. J. Hickman Three Hundred and Forty Eight & 89/100 Dollars at Marysville Ohio. Value Received. (Signed) "F. F. Hagen & Co."

$161.89 Oct. 10th 1881. Four months after date, we promise to pay to the order of Hickman One hundred and Sixty One & 87/100 Dollars at Marysville Ohio. Value Received. (Signed) "F. F. Hagen & Co."

$372.10 Marysville Ohio Oct 17th 1881 Four months after date we promise to pay to the order of H. J. Hickman Three Hundred and Seventy two 10/100 Dollars at the Farmers Bank. Value Rec'd. (Signed) "F. F. Hagen & Co."

The Plaintiff says he is still the legal owner and holder of said notes and that there are no credits on them or either of them and that there is due from Defendants to him on said notes the sum of Fifteen Hundred and Sixty two and 30/100 Dollars which he claims with interest on $220.27 from Oct. 28th 1881 & Int. on $332.10 from Nov. 20, 1881 and Int. on $348.89 from Jan. 19th 1882 and Int. on $161.89 from Feb. 10, 1882 and Int. on $372.10/100 from Feb. 17th 1882 and Int. on $127.70/100 from March 1st 1882 and for which Plaintiff asks Judgment. Signed "N. T. Carpenter" Attorney for Plaintiff.

The State of Ohio Union County S.S. N. T. Carpenter being duly sworn says that he is the Attorney for the above named Plaintiff in this action and duly authorized therein. That this the Plaintiffs action is founded upon six written instruments for the unconditional payment of money only, which are now in possession of affiant. Affiant further says that the facts stated and allegations contained in the foregoing petition of Plaintiff are true as he verily believes. Signed "N. T. Carpenter"

Sworn to by N. T. Carpenter before me and signed by him in my presence this 5th day of 5 day of April A. D. 1882 J. R. Burgess Clerk.

Precipe — Pa Clerk D... claimed $15... 1881 and in... on $372.10

Summons — Summons ... of said Co... that they h... Union Co... of said H. J. ... Petition will ... of this sum... said Court ... Amount c... Nov. 21st 188... and int. on ... Return. ... A.M. and pe... the endors... L. Hagen ... Servic... 45

Endorsed — Afterw... the Clerk ... H. J. Hick... vs ... F. F. Hagen ... than this ... pretended ... Petition is ... N. J. H...

Sheriffs — matson

Entry — F. F. & W. L. ... of defendan... the Court ... said Mate... Afterward... said Court ... N. J. ... F. F. Hag... the said F. ... plead to the ... Hickman ... $1562.35 ... the Court ... up to th... H. J. Hic...

Precipe — Pa Clerk Issue Summons in above case returnable according to law. Indorse Amount claimed $15 62 35 with Int. on $220 27 from Oct. 28th 1881 and Int. on $332 10 from Nov. 21 1881 and int. on $348 89/100 from Jan. 19th 1882 and Int. on $161 89/100 from Feb. 10th 1882 and int. on $372 10 from Feb. 17th 1882 and Int. on $127 10 from March 1st 1882. N. J. Corkwell, Atty for Pff

Summons — Summons in action for money only. The State of Ohio, Union County SS. To the Sheriff of said County Greeting: We command you to notify F. F. Hagen and W. L. Hagen that they have been sued by N. J. Hickman in the Court of Common Pleas of Union County and that unless they answer by the 6th day of May A. D. 1882 the petition of said N. J. Hickman against them filed in the office of the Clerk 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 April A. D. 1882 Witness my hand and the seal of this said Court this 7th day of April A.D. 1882. J. L. Bumgarner Clerk.

Endorsed — Amount claimed $15 62 35 with Int. on $220 27 from Oct. 28th 1881 and Int. on $332 10 from Nov. 21st 1881 and on Int. on $348 89 from Jan. 19th 1882 and int. on $161 89 from Feb. 10th 1882 and int. on $372 10 from Feb. 17th 1882 and int. on $127 10 from March 1st 1882

Sheriffs Return. The State of Ohio, Union County SS. Rec'd this writ April 7th A. D. 1882 at 10 o'clock A.M. and pursuant to its command, I served the same by leaving a certified Copy thereof with the endorsements thereon at the usual place of residence of the within named defendants F. F. Hagen and W. L. Hagen, Defendants on the 10th day of April A. D. 1882. Jas Yohe Sheriff. Sheriff. Servic .45 Mileage $ 16/100 Copy .40 Total $1 01

Afterward on the 6th day of May A. D. 1882 the following motion was filed with the Clerk of said Court which reads as follows

motion — N. J. Hickman & Co vs F. F. Hagen & W. L. Hagen } In the Court of Common Pleas Union County Ohio

motion.

Without entering their appearance for any other purpose than this motion the Defendant move the Court for an order that the Plaintiffs pretended Petition be stricken from the files and for cause of motion says said Petition is not verified as required by law. Signed J. L. Cameron Atty for Defendants.

Entry — N. J. Hickman vs F. F. & W. L. Hagen } 4010

This day this cause came on to be heard upon the motion of defendants to Plaintiffs Petition and was argued by counsel and submitted to the Court whereupon the Court being fully advised in the premises overruled said motion To which ruling and decision of the Court Defendants excepted. Afterward on the 9th day of May the following Entry was made on the Journal of said Court which reads as follows:

Entry — N. J. Hickman vs F. F. Hagen & W. L. Hagen } 4010

And now comes the said N. J. Hickman and the Demurrer of the said F. F. Hagen & W. L. Hagen having been overruled and they declining further to plead to the Petition of the said N. J. Hickman it is considered that the said N. J. Hickman ought to recover, on the causes set up in his said petition, the sum of $15 62 35 so demanded in his petition, together with the sum of $2 96 which the Court find due as the interest thereon as prayed for in said petition up to the 1st day of May A.D. 1882. It is therefore considered that the said N. J. Hickman recover against the said F. F. Hagen and the said W. L. Hagen

the said sum of $15.92 cts with Int. thereon from the May 1st A. D. 1882 at 6 p.c. together with his costs in and about his suit in this behalf expended taxed to $

Attest J. D. Bergner Clerk

Pleas before his honor John N. Price 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 1st day of May A. D. 1882.

Be it so remembered, to wit: on the 1st day of May A.D. 1882 the following Petition Answer and Entry were filed with the Clerk of said Court which reads as follows

Petition

Kate Ellies

vs

Hugh Houston & Co. Wm. H. Johnson, T. P. Johnson, James D. Miller, J. M. Shannon & Amos Clingerman

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

The Plaintiff says:

That the Defendant Hugh Houston & Co. is a late partnership firm formed for the purpose of carrying on business in the state of Ohio and is not an incorporated association and that the signature of said Hugh Houston & Co. to the note and warrant of Attorney hereto attached and marked A was Authorized by each of the members of said firm and that the Defendants Hugh Houston & Co. Wm. H. Johnson and T. P. Johnson, James D. Miller, J. M. Shannon & Amos Clingerman on or about the 2nd day of April A. D. 1881 received and delivered to 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 and that she is the legal owner and holder thereof and that there is still due her thereon from said Defendants the sum of Two Thousand and twenty six Dollars and 59/100 $ with int. at 8 p.c. from the 2nd day of April A. D. 1882 whereupon the Plaintiff asks judgment against said Defendants for the sum of Two Thousand and Twenty Six Dollars and Fifty nine cents with interest at 8 p.c. thereon from the 2nd day of April A. D. 1882 and for costs of suits N. B. Johnson Plff's Atty.

Affidavit

The State of Ohio Union County ss. N. B. Johnson 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 truly believes the statements contained in the foregoing Petition are true in substance and in fact

Signed "N. B. Johnson"

Sworn to by the said N. B. Johnson before me and by him subscribed in my presence, this 1st day of May A. D. 1882.

J. D. Bergner Clerk

Answer

Kate Ellies

vs

Hugh Houston & Co. Wm. H. Johnson, T. P. Johnson, James Miller, J. M. Shannon and Amos Clingerman

State of Ohio Union Co. ss
In Court of
Common Pleas
Answer

By virtue of the Warrant of Attorney Attached to the forgoing petition I, J. L. Cannon an Attorney at Law in the several Courts of record in the State of Ohio, hereby enter the appearance for the said Defendants at the suit of Kate Ellies Plaintiff against the said Hugh Houston & Co. Wm. H. Johnson

against said

T. P. Johnson, the issuing Hugh Hust Clingerman ($2039.79/100) D Promissory allright of

Note

Exhibit A. to pay Kate ied, with in of neither of sum shall other Atto Court of in favor o at any ti wain the in favor of above sum costs of su so doing.

hereunto set

Entry

Hugh Ho James D.

by N. B. Jo & Co. Wm. H. Clingerm appeared in Attorney f waived th to the said in her b of the said and Amos costs taxed and all o Johnson.

T. P. Johnson, James D. Miller J. M. Shannon & Amos Clingerman Defendants and waive the issueing and service of process therein and confess a Judgment in favor of the said Kate Ellies against said Hugh Huston & Co. Wm W. Johnson T. P. Johnson, James D. Miller, J. M. Shannon, and Amos Clingerman for the sum of Two Thousand and Thirty Nine Dollars and seventy nine cents ($2039 79/100) Damages, bring the amount appearing due for Principal and Interest on said Promissory Note, and also for costs of suit, and D do hereby release all errors and waive all right of appeal Signed "J. L. Cameron," Defendants Attorney.

Note "Exhibit A." $1971 03/100 Kenton, O. April 2nd 1881. One Year after date, We or either of us, promise to pay Kate Ellies, or order Nineteen Hundred and Seventy One & 3/100 Dollars for value rec'd, with interest at Eight per cent. per annum from date 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 N. B. Johnson 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 Kate Ellies her Executors, Administrators and Assigns for the above sum at any time after the same becomes due, and acknowledge the service of process and waive the same, receive a petition and confess a Judgment against us or either of us, in favor of said Kate Ellies her Executors Administrators and Assigns for the above sum, and interest thereon from date at the rate of 8 per cent per annum and costs of suits 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 2nd day of April 1881 Hugh Huston & Co. (L.S.) Wm W. Johnson (L.S.) T. P. Johnson (L.S.) James D. Miller (L.S.) J. M. Shannon (L.S.) Amos Clingerman (L.S.)

Entry

Kate Ellies Plaintiff
vs. 4029
Hugh Huston & Co. Wm W. Johnson. T. P. Johnson.
James D. Miller. J. M. Shannon & Amos Clingerman Defts

Now comes the said Kate Ellies by N. B. Johnson her Attorney and files her petition against the said Hugh Huston & Co. Wm W. Johnson. T. P. Johnson, James D. Miller J. M. Shannon and Amos Clingerman Defendants, And thereupon J. L. Cameron one of the Attorneys of this Court appeared in open Court in behalf of said Defendants and by virtue of a Warrant of Attorney for that purpose recited and now produced to the Court duly proved waived the issueing and service of process and confessed that said Defendants do owe to the said Plaintiff the said sum of $2039 79/100 Dollars as the said Plaintiff hath in her petition set forth. It is therefore considered that the said Kate Ellies do recover of the said Hugh Huston & Co. Wm W. Johnson T. P. Johnson, James D. Miller J. M. Shannon and Amos Clingerman the said sum $2039 79/100 so confessed to be due and also her costs taxed at $. And by virtue of the same Warrant of Attorney all Error is released and all right of appeal waived by the said Hugh Huston & Co. Wm W. Johnson & T. P. Johnson, James D. Miller J. M. Shannon and Amos Clingerman Defendants.

ATTEST J. L. Bergner Clerk

Pleas before his Honor John K. Price 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 the State of Ohio on the 1st day of May A. D. 1882 Heretofore, on the 24th day of March A. D. 1882 the following Pet. was filed with the Clerk of said Court which reads as follows, to wit:

Petition

E. E. Shedd, R. S. Sowers & F. J. Shedd doing business under the firm name and Style of E. E. Shedd & Co.

vs

William Richter

3992

The State of Ohio, Union County ss.

In the Court of Common Pleas.

The said E. E. Shedd, R. S. Sowers and F. J. Shedd doing business under the firm name and style of E. E. Shedd & Co. Plaintiff complain of the said William Richter Defendant for that the said Defendant on the 21st day of Feb A. D. 1879 at Columbus Ohio, for value received made his certain Promissory Note, in writing, of that date, a true copy of which Promissory Note together with all the endorsements thereon is in words and figures following, to wit: $388 46/100 Columbus Ohio Feby 21st 1879 One day after date I promise to pay to the order of E. E. Shedd & Co. three hundred and Eighty Eight 46/100 Dollars at their office with interest at Eight per cent per annum until paid. Value Rec'd William Richter And the said William Richter delivered the same to the Plaintiffs and thereby promised to pay to said Plaintiffs or order, in one day from the date thereof the sum of Three Hundred and Eighty Eight and 46/100 Dollars with interest thereon at the rate of Eight per centum per annum, which period has since elapsed, yet the said Defendant has not paid said money nor any part thereof, to the said Plaintiffs although often requested to do.

And the said Plaintiffs further say that the full amount of Three hundred Eighty Eight and 46/100 Dollars, with interest as aforesaid, is now due thereon, and wholly unpaid; that they have never parted with the ownership of said Promissory Note; and that they are still the legal owners and holders thereof.

Wherefore, said Plaintiffs pray Judgment against said Defendant for said sum of Three hundred Eighty Eight and 46/100 Dollars together with int. thereon at the rate of Eight per cent, from the 21st day of February A. D. 1879

Signed "Robinson & Piper Plaintiffs Attorneys"

AFFIDAVIT

The State of Ohio Union County ss. Leonidas Piper being duly sworn, says he is one of the Attorneys of said Plaintiffs in this action, that said action is brought upon an Instrument in Writing for the unconditional payment of money only, that said Instrument of Writing is in his possession, and that he believes the statements contained in the foregoing petition are true in substance and in fact Leonidas Piper.

Sworn to by said Leonidas Piper before me, and by him subscribed in my presence, this 24th day of March A. D. 1882 J. D. Benner, Clerk.

Afterward on the 24th day of March A. D. 1882 the Summons was issued by the Clerk of said Court upon the following precipe.

E. E. Shedd & Co.

vs

William Richter

Court of Common Pleas in and for Union County State of O.

Issue summons against said Defendant directed to the Sheriff of said County, returnable according to law. Amount claimed $388 46/100 with int. thereon from the twenty first day of Feb. A. D. 1879 Robinson & Piper Pff Attys

Summons

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Sheriffs' Return

3992

Petition 4007

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and notes
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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 Richter that he has been sued by E. E. Shedd & Co. in the Court of Common Pleas of Union County, and that unless he answers by the 22nd day of April A. D. 1882 the petition of said Plaintiff against him filed in the Clerks office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 3rd day of April A. D. 1882. Witness my hand and the seal of said Court, this 24th day of March A. D. 1882

J. L. Burgner Clerk.

Indorsed

Suit for money only. Amt claimed $388 45/100 with 8 p/c int from Feb. 21st 1879

Robinson & Piper Plaintiffs Attorneys.

Sheriffs' Return

The State of Ohio Union County SS.

Rec'd this writ March 24th A. D. 1882 at 10, o'clock A. M. and pursuant to its command, on the 25th day of March A. D. 1882 I served the same by delivering a certified copy thereof with the endorsements thereon to the within named William Richter Defendant. Fees, Service .30 Mileage .90 Copy .20 Total $1 40/100

John Hobensack Sheriff

3992

E. E. Shedd & Co.
vs
William Richter

Money Only

Now came the Plaintiffs herein and the Defendant being in default for answer and demurrer that the Defendant is indebted to him in the sum of Four Hundred fifty six & 46/100 Dollars ($456 46/100) It is therefore considered by the Court here that the said Plaintiff recover from the said Defendant the sum of Four Hundred Fifty six & 46/100 Dollars being the sum principal and int. at Eight per cent per annum due on the first day of this term of Court with Int. at Eight per cent per annum from the 1st day of this term of Court (to-wit) May 1st 1882 and the costs of the Plaintiff herein expended taxed to $.

Attest J. L. Burgner Clerk.

Pleas before his Honor John A. Price 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 the State of Ohio on the 1st day of May 1882.

Heretofore, to-wit = On the 5th day of April A. D. 1882 the following petition was filed with the Clerk of said Court which reads as follows, viz =

Petition

4007

John K. McIntire & Co.
vs
Hylas A. Whelpley

State of Ohio, Union County ss. To the Court of Common Pleas,

Petition on note.

The said Plaintiff John K. McIntire & Co. says it is a partnership firm doing business in Ohio under the firm name of John K. McIntire & Co. That on the 31st day of May 1878 the said Defendant Hylas A. Whelpley executed and delivered and delivered to the Plaintiff his Promissory note of that date and thereby promised to pay to said Plaintiff or order the sum of Two Hundred & nine & 98/100 Dollars in one day thereafter with 8 p/c int. of its maturity a copy of which note is hereto annexed. The Plaintiff says that afterward the said Hylas A. Whelpley left with it as collateral security some accounts and notes including two notes on J. D. Rodebaugh for which notes and accounts Plaintiffs was to try and collect and whatever sum he collected after deducting expenses of collecting was to be applied to the payment of the said

note by said Defendant executed to Plaintiff. The Plaintiff says that the paid accounts left with him were worthless and uncollectable and that said Rodebaugh had no property out of which any part of his said notes could be collected by law. The Plaintiff says that he did finally receive the sum of Dollars from said Rodebaugh notes by way of compromise after expending a large sum in cost and Attorney fee. The Plaintiff says that the whole amount rec'd by him from said collections after paying expenses was One Hundred and Eighty Dollars and no more which sum is a credit upon said note of the date of December 1 1881.

The Plaintiff says there is due him from said Defendant upon said note the sum of Four Hundred and Seventy two & 35/100 Dollars with interest from Dec. 1 1881 at Eight per cent for which sum and int. the Plaintiff asks Judgment with int. from Dec. 1 1881 at 8 p/c and for all proper relief.

J. L. Cameron Attorney for Plaintiff

The State of Ohio
Union County ss) J. L. Cameron being first duly sworn says that he is the Attorney for the Plaintiff duly authorized in the premises that said Plaintiff is not a resident of said County of Union and that the facts stated in this petition are personally known to affiant and are true as affiant verily believes.

(Signed) J. L. Cameron.

Sworn to before me by said J. L. Cameron and by him signed in my presence this 5th day of April A. D. 1882

J. L. Bongner. Clerk.

Note — $509 98/100 Dayton Ohio May 31st 1878

On Day after date I promise to pay to the order of J. K. McDuffee & Co. Four Hundred and nine 98/100 Dollars with 8 p/c Int. after maturity. N. H. Whelpley

Receipt — Clerk. Issue Summons to the Sheriff of Union County returnable according to law. Indorse amount claimed $472 35/100 with 8 p/c int. from Dec 1 - 1881

Afterward on the 5th day of April A. D. 1882 the following Summons was issued to the Sheriff of Union County which reads to, wit:

Summons — The State of Ohio)
Union County ss) To the Sheriff of the County of Union Greeting:

I command you to notify Aylas H. Whelpley that he has been sued by John K. McDuffee & Co. in the Court of Common Pleas of Union County Ohio and that unless he answers by the 6th day of May A. D. 1882 the Petition of said Plaintiff John K. McDuffee & 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 17th day of April A. D. 1882

Witness my hand and the seal of said Court, this 5th day of April A. D. 1882

J. L. Bongner Clerk

Indorsed Sheriffs Return — In action for money only. Amount claimed $472 35/100 with 8 p/c int. from Dec. 1st 1882

The State of Ohio. Union County ss. Received this writ April 5th A. D. 1882, at 9. O'clock P. M. and pursuant to its command, on the 6th day of April A. D. 1882 Served the same by delivering a true Copy thereof with the endorsements thereon to the within named Defendant

John Robinsack Sheriff.

Entry 4007 — John K. McDuffee & Co.)
vs
Aylas H. Whelpley)

This day came the Plaintiff by his Attorney but the defendant came not and the Defendant being default for Demur or Answer this case was submited to the Court upon the petition and evidence.

Petition 4034 — and the Co... Plaintiff fr... note mentio... It is therefo... recover of th... together with...

Pleas before... held at the C... Union and... On the 23rd... with the C... Petition a... The Bank...

O. Burr & C...

Ohio. The C... O. Burr and... to said Da... Warrant of A... Fifty and 9/10... The Plaintiff... same is du... for the sum... from the 3... The State o... Union C... the above...

Subscrib... 23rd day of...

Note — $105 5... to pay the C... with interes... interest of... fee, if collec... any Court... of process,... after the ab... or either of... due and... sum due a... the rate of ... all right of ... execution... and release... all right to ...

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and the Court being fully advised in the premises find that there is due to the Plaintiff from the said Defendant on the first day of this Court upon the Promissory note mentioned in the Petition the sum of Four Hundred Seventy five Dollars. It is therefor considered ordered and adjudged by the Court that the Plaintiff recover of the said Defendant the said sum of Four hundred Seventy five Dollars together with its costs herein expended taxed to $.

Pleas before his Honor John A. Price 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 the State of Ohio, on the 1st day of May A. D. 1882. Heretofore, to-wit: On the 23rd day of May A. D. 1882 the following Petition, Answer and Entry were filed with the Clerk of said Court which reads as follows, to-wit:

Petition and Answer in Cognovit. The State of Ohio, Union County, SS.

Petition — The Bank of Richwood vs. C. Beem & P. G. Wynegar — In the Court of Common Pleas, Civil action for money only.

4034

They are a firm engaged in the business of banking at Richwood Ohio. The Bank of Richwood the above named Plaintiffs say, that there is due to them from C. Beem and P. G. Wynegar Defendants, on a Promissory note made by the Defendants to said Bank of Richwood dated the 21st day of December A. D. 1881, which note with the Warrant of Attorney thereto annexed, is hereto attached, the sum of Eight Hundred and Five and 30/100 Dollars with interest thereon at 8 o/o from the 30th day of January A. D. 1882. 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 ($805.30) Eight Hundred & Five and 30/100 Dollars with interest at 8 o/o from the 30th day of January A. D. 1882. S. S. Gardiner Attorney for Piffs

The State of Ohio } SS.
Union County }

S. S. Gardiner being duly sworn says that he is the Attorney of the above named Plaintiffs that he believes the statements in forgoing petition to be true.

(Signed) S. S. Gardiner

Subscribed by S. S. Gardiner in my presence, and sworn to by him before me, this 23rd day of May A. D. 1882. J. L. Brugner Clerk of Common Pleas Court.

Note

$805.30 Thirty Days After date, for value received, we jointly and severally promise to pay the Bank of Richwood, at their Office, Eight Hundred and Five 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 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 issueing 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 any of said Courts, at any time after the above note becomes due, and confess Judgment thereon~~ 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 pawn 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 do we said Attorney is hereby authorized to enter such said Judgment. Witness our hands & seals this 21st day of Dec. 1881 (Signed) C. Beem P. G. Wynegar

release in

Answer

Bank of Richwood
vs
Barnet P. G. Wynegar

In the Court of Common Pleas, Union County ss.

And now comes O. Beems and P. G. Wynegar the above named Defendants, by the undersigned R. R. Kew, 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 Plaintiffs the holder of the note described in Plaintiffs Petition, and against the above named Defendants for the sum of $825 62/100 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 on Judgment in this case is hereby waived, May 23= 1882 R. R. Kew Atty for Defts

Entry

Bank of Richwood
vs
O. Beems P. G. Wynegar
4034

This day came the Plaintiffs by S. S. Gardiner their Attorney, and thereupon came R. R. Kew 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 issueing 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 $825 62/100 It is therefore considered that said Plaintiffs do recover of said Defendants the sum of $825.62 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 J. D. Bingner Clerk.

Petition
3797

Pleas before his Honor John A. Price 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 1st day of May A. D. 1882. Heretofore, to wit= On the 17th day of March A. D. 1881 the following petition was filed with the Clerk of said Court which reads as follows, to-wit=

George M. Goines
vs
Rosella Goines

State of Ohio, Union County S. S.
To the Court of Common Pleas, Petition:

The Plaintiff says: That he has been a resident of the State of Ohio, for more than a year last past and is at present a bona fide resident of the County of Union. That on or about the 18th day of March 1872 in Logan County Ohio he was married to the Defendant and he has ever since conducted himself toward said Defendant as a faithful and provident Husband.

The said Defendant has also been guilty of extreme cruelty and has abandoned the Plaintiff and as the Plaintiff is informed now lives in Brooklyn New York. The Plaintiff therefore prays that he may be divorced from the said Defendant and for all proper relief. Cameron & Beeton Attys for Plaintiff

State of Ohio
Union County ss. George M. Goines being first duly sworn deposes and says that the facts stated and allegations made in his foregoing petition are as he verily believes true, and that said Defendant is not a resident of this State and

Notice

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service by Summons cannot be made upon her in this State and that this is an action for Divorce. Said Defendant is a resident of Brooklyn New York as the affiant is informed. Sworn to before me by said George W. Goines and by him signed in my presence this 17th day of March A.D. 1881 Signed "W. M. Wright, Clerk."

Notice

Afterward the following legal notice was published (in Marysville Tribune, a News paper of general circulation in said County of Union and State of Ohio) which reads as follows:- Notice. Rosella Goines of Brooklyn N.Y., is notified that George W. Goines, did, on the 17th day of March A.D. 1881 file his Petition in the Office of the Clerk of Court of Common Pleas within and for the County of Union and State of Ohio, charging the said Rosella Goines with gross neglect of duty, extreme cruelty and abandonment, and asking that he may be divorced from said Rosella Goines which Petition will stand for hearing at the next term of Court. George W. Goines

By Convert Benton, Attorneys.

The State of Ohio }
Union County } S.S. The undersigned being duly sworn, say that a copy of the annexed (the foregoing) notice was published for six weeks, consecutively, in the Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with March 23rd 1881 Signed "J. N. Shearer"
Sworn to and subscribed before me, this 22nd day of May 1882 J. D. Burgner, Clerk.
George Goines)
vs) 3797
Rosella Goines)

Entry

This day this cause came on to be heard upon the pleadings in this case and the evidence being submitted to the Court, and the Court being fully advised in the premises do find that the Plaintiff at the time of filing his petition has been a resident of the State of Ohio for one year next preceding the same and was at the time a bona fide resident of the County of Union and that the parties hereto were married, as in said Petition set forth.

The Court further find, upon the evidence adduced, that the Defendant has been guilty of gross neglect of duty and that by reason thereof the Plaintiff is entitled to a divorce as prayed for. It is therefor ordered and adjudged by the Court that the marriage contract heretofore existing between the said Goines Goines and Rosella Goines be, and the same hereby is, dissolved and both parties are released from the obligations of the same. And it is further considered by the Court that the said Goines pay the costs of this action for which execution is awarded.

Attest J. D. Burgner Clerk.

Pleas before his Honor John A. Price 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 the State of Ohio, on the 1st day of May A.D. 1882. Thereto-for, to wit- On the 4th day of January A.D. 1882 the following Petition was filed with the Clerk of Court which reads as follows, to-wit-

Petition
3969

James Gardner
vs
E. C. Chavous & James Chavous

} Court of Common Pleas, Union County O.

The said Plaintiff says there is due to him from said Defendants E. C. Chavous & James Chavous the sum of One hundred Dollars with interest from Dec. 20th 1880. at Eight per cent interest on Promissory note a Copy of which is hereto attached duly assigned to the Plaintiff and now owned by Plaintiff. said note reads as follows:

"On or before Oct 1st 1881 We or either of us promise to pay J. C. McNaw or Bearer One Hundred Dollars for value received at 8 per cent interest this Dec. 20. 1880
Signed "E. C. Chavous. James Chavous."

Thereupon Plaintiff prays Judgment against said Defendants in Plaintiffs favor for said sum of One Hundred Dollars with eight per cent interest from Dec. 20. 1880 on said note. Robinson & Piper Plaintiffs Attys

The State of Ohio.
Union County SS. J. M. Robinson being duly sworn deposes and says he is one of the Attorneys of Plaintiff in the above action which is for money only, on a written Promissory Note, now in the possession of affiant for collection and he believes the allegations of the foregoing petition are true
Signed "J. M. Robinson"
Sworn to before me and signed in my presence by J. M. Robinson this 4th day of July 1882 W. McKnight Clerk By W. E. Winget Deputy Clerk.

Afterward on the 4th day of Jan. A. D. 1882 the following summons was issued which reads as follows viz:-

The State of Ohio.
Union County SS. To the Sheriff of said County Greeting:
We command you to notify E. C. Chavous & James Chavous that they have been by James Gardner in the Court of Common Pleas of Union County, and that unless they answer by the 4th day Feb. A. D. 1882 the Petition of the said James 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 16th day of January A. D. 1882. Witness my hand and the seal of said Court this 4th day of Jan. A.D. 1882 W. McKnight Clerk By W. E. Winget Deputy Clerk.

Endorsed. Suit for $100.00 with 8% int from Dec. 20th 1880 on note to J. C. McNaw and now owned by Plaintiff. Signed Robinson & Piper, Plaintiffs Attorneys

Sheriffs Return. The State of Ohio
Union County SS. Rec'd this writ Jan. 4th A. D. 1882 at 10. o'clock A.M. and pursuant to its command I served the same on the 9th day of Jan. A.D. 1882 by delivering a certified Copy thereof with the endorsements thereon to James Chavous and by leaving a certified copy thereof with the endorsements thereon at the usual place of residence of E. C. Chavous.
John Hohmsack, Sheriff.

Motion 3969

James Gardner vs E. C. Chavous & James Chavous } In the Court of Common Pleas, of Union County O.

Now comes the said Defendants and moves the Court to require the Plaintiff to make his Petition more Specific and definite in this to wit = to state whether he received said note from J. C. McNaw through the general course of business and for a valuable consideration and before due S. B. Benton Atty for Defendant.

Afterwards on the 4th day of Feb. 1882 the following Entry was made on the Journal of said Court which reads as follows, to-wit:-

James Gardner vs E. C. Chavous & James Chavous }

Entry No 3969

Entry 3969

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This day [illegible] file a motion [illegible] Afterward [illegible] James G. vs E. C. Cha

Defendants [illegible] upon said [illegible] given to file [illegible] Again, on [illegible] Court wh [illegible] James [illegible] E. C. Cha

the Defenda [illegible] mitted this [illegible] is due him [illegible] and Chavo [illegible] sum of $1 [illegible] interest at [illegible]

Pleas by [illegible] begun and [illegible] for the Co [illegible] Heretofore [illegible] answer a [illegible] The State [illegible] C. Ault [illegible] v [illegible] Charles [illegible]

that they a [illegible] under the [illegible] The above, [illegible] Parrott Jr. [illegible] promiss [illegible] and S. Str [illegible] with the w [illegible] Two hund [illegible] thereon fro [illegible] they are th [illegible] unpaid. W [illegible] for the su [illegible] with int f [illegible]

The State of Ohio Union County ss. I, S. B. Benton Atty for the Plaintiff duly authorized to act in the premises do hereby certify that the foregoing petition was signed by me and sworn to before me by E. C. Benton & J. M. Robinson this 4th day of January A. D. 1882 J. M. Robinson Clerk of Common Pleas

This day this cause came on to be heard upon the motion of defendants for leave to file answer in 30 days from the rising of the Court which leave was granted.
Afterward on the 24th day of May A. D. 1882 the following Entry was recorded on the Journal of said Court.

Entry
3969

James Gardner
vs
E. C. Chavous & James Chavous

This day came on this cause to be heard on the Defendants motion to order Plaintiff to make his Petition more specific and certain when upon said motion is overruled by the Court and on Defendants request leave is given to file their answer instanter.
Again, on the 25th day of May A.D. 1882 the following Entry was made on the Journal of said Court which reads in the following words and figures, to-wit=

James Gardner
vs
E. C. Chavous & James Chavous

3969

This day came on this cause to be heard and the Defendants still remaining in default the Plaintiff waived a trial by Jury and submitted this cause to the Court whereupon the Court find for Plaintiff and that there is due him from Defendants on the note in Petition described the sum of One Hundred and Eleven Dollars & thirty-two cents with 8 ops Int. from May 20, 1882. It is therefore considered and adjudged by the Court that the Plaintiff recover of the Defendants said sum of $111 32/100 with his costs herein expended taxed to $. and Judgment to bear interest at Eight per-cent per-annum.

Attest J. L. Bongner Clerk

Pleas before his Honor John A. Price 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 1st day of May A. D. 1882
Heretofore to-wit= On the 24th day of June A. D. 1882 the following Petition answer and Entry were filed with the Clerk of said Court which read as follows:
The State of Ohio Union County ss. In the Court of Common Pleas.
C. Aultman & Co.
vs
Charles Parrott Jr. & James Edwards & S. Stricklin
Civil action for money only.

The Plaintiff says that they are an incorporated Company doing business in the State of Ohio under the firm name of C. Aultman & Co. under the laws of the State of Ohio The above named Plaintiffs say that there is due to them from Charles Parrott Jr. & James Edwards & S. Stricklin as endorsed Defendants, on a promissory note made by the Defendants Charles Parrott Jr. & James Edwards and S. Stricklin endorsed dated the 1st day of September A. D. 1880, which note with the warrant of Attorney thereto annexed is hereto attached the sum of Two hundred and fifty six Dollars and twenty five cents, with interest thereon from the 1st day of Sept. A. D. 1880. 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 Two hundred and fifty six Dollars and twenty five cents. with int from the 1st day of Sept. A. D. 1880. Signed "H B Brenton"
Atty for Plaintiffs

answer

C. Aultman & Co.
vs
Charles Parrott Jr J. James Edwards & S. Stricklin.

In the Court of Common Pleas Union County O.

And now came the above named Defendant 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 Defendant for the sum of ..... Dollars and ..... cents, the amount 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 upon by virtue of any execution issued on the Judgment in this case, is hereby waived. June 24th A.D. 1882 Signed E.M. Porter Attorney for Defendants.

C. Aultman & Co.
vs
Charles Parrott Jr et. als

This day came the Plaintiffs by their Attorney T.B. Bruton, and thereupon came E.M. Porter one of the Attorneys of record of this Court, who by virtue of a Warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issueing 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 $288 00 It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $288 00 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed 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.

Albert J. Dungan. Clerk.

Plea before his Honor John N. Price Judge of a Court of Common Pleas begun and held in the Court House at the town of Marysville within and for the County of Union and State of Ohio on the 1st day of May A.D. 1882 Heretofore, to wit; On the 24th day of June A.D. 1882 the following Petition Answer and Entry in Cognovit were filed with the Clerk of said Court which reads as follows, to-wit: State of Ohio Union County ss. In the Court of Common Pleas

Petition

C. Aultman & Co.
vs
Charles Parrott Jr. J. James Edwards & S. Stricklin

Civil action for money only.

The Plaintiff says that they are an incorporated ~~Company~~ doing business in the State of Ohio and under the laws of the State of Ohio. The above named Plaintiffs say that there is due to them from Charles Parrott Jr J. James Edwards & D. Stricklin as endorser Defendants on a promissory note made by the Defendants Charles Parrott Jr J. James Edwards & S. Stricklin as endorser dated the 1st day of Sept. A.D. 1880. which note with the warrant

answer

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of Attorney thereto annexed, is hereto attached the sum of ($256 25/100) Two hundred and fifty six and 25/100 Dollars with interest thereon from the 1st day of Sept. A.D. 1880 The Plaintiffs further say that they are the legal owns and holder of said note that the same is due and unpaid. Whereupon Plaintiffs ask Judgment against said Defendant for the sum of Two hundred and fifty six and 25/100 Dollars with interest from the 1st day of Sept. A.D. 1880 Signed T. B. Bruton Attorney for Plaintiffs

The State of Ohio Union SS. T. B. Bruton says that he is the Attorney of Plaintiff duly authorized in the premises and this same note is in his possession. The above named attorney being sworn says that he believes the Statements in the foregoing petition to be true. He further says that the said Plaintiff is an incorporated Company doing business in the State of Ohio Signed "T. B. Bruton"

Subscribed by T. B. Bruton in my presence, and sworn to by him before me this 24th day of June A.D. 1882 J. L. Burgner Clerk

Answer

C. Aultman & Co

vs

Charles Parrott Jr J. James Edwards & S. Stricklin

In Court of Common Pleas
Union County SS.

And now come the above named Defendants, by the undersigned their Attorney, and waive the issueing and service of process in this case, and consent that Judgment be entered herein in favor of the above named plaintiff. the holder of note described in Plaintiffs Petition, and against the above named Defendant, for the sum of Two hundred Eighty six and 30/100 Dollars the amount appearing due for Principal and interest on said note, and also consent that Judgment be entered in the same manner against 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 June 26th A.D. 1880 Signed "E. M. Porter" Atty for Defts

C. Aultman & Co.

v.s

Charles Parrott Jr J. James Edwards & S. Stricklin

This day came the Plff by T. B. Bruton Attorney, and thereupon came E. M. Porter one of the Attorneys of Record of this Court, who, by virtue of a Warrant of Attorney duly executed and now produced in open Court and duly proven waived the issueing 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 Defendant to said Plaintiff as is alleged in said Plaintiffs Petition the sum of Two Hundred and Eighty Six 25/100 Dollars. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of Two Hundred & Eighty six and 25/100 Dollars 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 J. L. Burgner Clerk

Pleas before his Honor John A. Price 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 the State of Ohio, on the 1st day of May A.D. 1882. Heretofore, to-wit: on the 25th day of May A.D. 1882 the following Petition, answer and Entry in Cog. "novit were filed with the Clerk of said Court which reads as follows, to-wit:

Petition — William F. Wilcox, surviving partner of W. F. Wilcox & W. Woods, a firm doing business as W. F. Wilcox & Co. —

vs

F. D. Keller. —

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

Civil action for money only.

W. F. Wilcox, surviving partner of W. F. Wilcox & Co. the above named Plaintiff says that there is due to him as such surviving partner from F. D. Keller Defendant, on a promissory note made by Defendant F. D. Keller dated the 4th day of March A.D. 1881, which note with the warrant of Attorney thereto annexed, is hereto attached, the sum of One Hundred and Seventeen Dollars and fifty four cents. The Plaintiff further says that he as such surviving partner is the legal owner and holder of said note, that the same is due and unpaid and that there are two credits thereon of ten Dollars each of the date of April 21st 1882 and May 15th 1882 which have been deducted. Whereupon the Plaintiff asks Judgment against said Defendant for the sum of One hundred & Seventeen Dollars and fifty four cents with interest at the rate of eight per cent from the 25th day of May A. D. 1882 Signed Towne and Fulton Attys for Plaintiff.

The State of Ohio Union County ss. Thomas D. Fulton being first duly sworn says he is one of the Attorneys of named plaintiff duly authorized in the premises, 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 and that such instrument is now in his possession.

Signed Thomas D. Fulton

Subscribed by Thomas D. Fulton in my presence, and sworn to by him before me, this 20th day of May A. D. 1882. J. D. Burgner, Clerk.

Answer — William F. Wilcox surviving partner of W. F. Wilcox & W. W. Woods a firm doing business under the firm name of W. F. Wilcox & Co.

vs

F. D. Keller } In the Court of Common Pleas Union County ss.

And now comes F. D. Keller, the above named Defendant, by the undersigned his Attorney, and waives the issueing 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 one hundred and Seventeen Dollars and fifty four 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. May 25th A.D. 1882 Jas S. McCampbell Atty for Defs & Atty at Law.

Entry — William F. Wilcox Surviving partner of W. F. Wilcox & W. W. Woods a firm doing business under the firm name of W. F. Wilcox & Co.

vs

F. D. Keller

This day came the Plaintiff by Powell and Fulton his Attys and thereupon came James F. McCampbell one of the Attorneys of Record of this Court, who by virtue of a Warrant of Attorney duly executed, and now produces in open Court and duly proves, 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 $117.50 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 J.D. Bingner Clerk

Pleas before his honor John A. Price 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 1st day of May A.D. 1882. Heretofore, to wit: on the 25th day of May A.D. 1882 the following Petition and Cognovit Entry was filed with the Clerk of said Court which reads in words and figures as follows:

James Fullington and Charles Phellis surviving partners of the firm of Fullington Phellis & Woods) The State of Ohio Union County SS.

vs In the Court of Common Pleas

David Walson & A. A. Woodworth) Civil action for money only.

The Plaintiffs say:

they are a copartnership formed for the purpose of carrying on business in the State of Ohio and the above named Plaintiffs say that there is due to them from David Walson and A. A. Woodworth Defendants, on a promissory note made by Defendants, David Walson and A. A. Woodworth dated the 10th day of March A.D. 1881, which note with the warrant of Attorney thereto annexed, is hereto attached, the sum of Forty Five Hundred and Ninety Dollars with interest thereon at Eight per cent from the 10th day of July A.D. 1881. The Plaintiffs further say that they are the legal owners and holders of said note, that the same is due and unpaid, and no payment whatever has been made on the same.

Wherefore, the Plaintiffs asks Judgment against said defendants for the sum of Forty five hundred and ninety Dollars, with interest at eight per cent from the 10th day of July A.D. 1881 Signed "Porter & Porter" Attys for Plaintiffs.

The State of Ohio
Union County, SS. E.W. Porter being duly sworn says he is one of the Attorneys in this action for the above named Plaintiffs and he says that he believes the statement in the foregoing Petition to be true. He further says that the said action is founded upon a written instrument for the payment of money, and such instrument is in the possession of affiant as such Attorney. Signed "E.W. Porter"

Subscribed by E.W. Porter in my presence, and sworn to by him before me this 26th day of May A.D. 1882 J.D. Bingner Clerk

James Fullington and Charles Phellis, surviving partners of the firm of Fullington, Phellis & Woods) In the Court of Common Pleas

vs Union County SS

David Walson & A. A. Woodworth)

And now come David Walson and A. A. Woodworth the above named Defendants, by the undersigned J.M. Prodrick Attorney, and waive the issueing and service of process in this case, and consent that Judgment be entered herein in favor the above named Plaintiffs

the holder of note described in Plaintiffs Petition, and against the above named Defendants for the sum of Forty nine hundred and Eleven Dollars and thirty cents, the amount appearing due for principal and interest on said note. and also consent that Judgment be entered in the same manner against Defend.ts 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 25th 1882. J. M. Broderick Atty for Dfts

Entry

Jayne Fullington and Charles Phillis surviving partners of the firm of Fullington Phillis and Woods

vs

David Watson and A. K. Wordsworth

This day came the Plaintiffs by Porter & Porter his Attorneys and thereupon came 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 proven, waived the issueing 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 $4911 30/100. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $4,911 30 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 J. D. Bruguer Clerk

Pleas before his Honor John A. Price Judge of 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 1st day of May A. D. 1882.

Be it for.s, to wit: on the 30th day of March A. D. 1882 the following petition was filed with the Clerk of said Court which reads as follows, to-wit:

George Coleman

vs

J. M. Durrum

} Court of Common Pleas, Union County Ohio.

I. First cause of action. Plaintiff says for first cause of action that this action is founded upon a promissory note for the unconditional payment of money only of which the following is a copy, to-wit:

$200 00

Marysville Ohio March 16th 1881.

Six months after date I promise to pay to the order of George Coleman Two hundred Dollars at seven per cent interest from date, Value rec'd

Signed "J. M. Durrum"

There are no credits or endorsements on said promissory note. There is now due to the Plaintiff from the defendant on said promissory note the sum of two hundred dollars which he claims with interest at seven per cent from March 16th 1881

II. Second cause of action. For second cause of action the Plaintiff says the same is founded upon a promissory note for the unconditional payment of money only of which the following is a Copy to-wit:

Precipe

Summons

Endorsed

Return

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$300.00 Marysville O. Aug. 19th 1881 One day after date I promise to pay to the order of George Coleman three hundred Dollars at six per cent interest; Value received
Signed "J.M. Jarrues"
There are no credits or endorsements on said promissory note, there is now due to the plaintiff from the Defendant on said last named promissory note the sum of three hundred Dollars, which he claims with interest at six per cent from August 19th 1881. The Plaintiff thereupon prays Judgment against the Defendant upon said promissory notes, for the sum of Five hundred Dollars with interest on $200.00 at seven per cent from the 16th day of March 1881. and interest on three hundred dollars at six per cent from the 19th day of August 1881 and for other proper relief
Signed Porter & Porter Attys for Plaintiff

The State of Ohio } SS.
Union County } E.M. Porter being duly sworn makes oath that he is one of the Attorneys for the Plaintiff in this action duly authorized in the premises, that this action is founded upon written instruments for the payment of money only and such instruments are in the possession of affiant as such Attorney.
Affiant further makes oath that the facts stated in the foregoing petition are true as he verily believes.
Signed "E.M. Porter"
Sworn to by E.M. Porter before me and signed by him in my presence this 30th day of March A.D. 1882
J.D. Bongner, Clerk,

Precipe — To the Clerk: Issue a summons against the Defendant J. M. Jarrues returnable according to law, In form amount claimed $500.00 with on $200.00 at seven per cent from March 16th 1881. and interest on three hundred Dollars at six per cent from august 19th 1881 Porter & Porter Attys for Plff. March 30th 1882

Summons — The State of Ohio } Summons in action for money only.
Union County } SS. To the Sheriff of Union County Greeting;
We Command you to notify J. M. Jarrues that he has been sued by George Coleman in the Court of Common Pleas of Union County, and that unless he answers by the 29th day of April A.D. 1882 the Petition against said George Coleman Plaintiff against him filed in the Clerks office of said Court, such petition will be taken as true and Judgment rendered accordingly. You will make due return of this summons on the 10th day of April A.D. 1882 Witness my hand the seal of said Court this 30th day of March A.D. 1882.
SEAL
J.D. Bongner Clerk

Endorsed — Money only. Amount claimed $500.00 and interest as follows on $200.00 from March 16th 1881 at seven per cent and on $300.00 at six per cent from August 19th A.D. 1881 Porter & Porter Attorneys for Plaintiffs.

Return — The State of Ohio } SS.
Union County }
Received this writ March 30th A.D. 1882 at 10. o'clock A.M. and pursuant to its command, I served the same by delivering a certified copy thereof with the endorsements thereon to the within named J.M. Jarrues Defendant on the 31st day of March A.D. 1882. Fees Service .30 mileage .16 Copy .20 Total .66
John Hobensack Sheriff

George Coleman
vs
J. M. Jarrues

This day came the said George Coleman by his Attorneys, and the said J.M. Jarrues having failed to answer or demur to the petition of said

Plaintiff, it is considered that the Plaintiff ought to recover of the Defendant the sum of Five hundred and twenty nine and 8/100 Dollars as the Plaintiff hath in his Petition demanded against him. And the Court finds that $216 33/100 of said amount should draw interest at seven per cent and $313 36/100 should draw interest at six per cent. It is therefore considered and adjudged that the said George Coleman & co owner of the said J.M. Purviance the said sum of Five Hundred and Twenty nine and 8/100 Dollars, and that $216 33/100 of said amount should draw interest at seven per cent, and $313 36/100 draw interest at six per cent and that Plaintiff recover of Defendant his costs in this behalf expended taxed to $.

Attest J.D. Borgner Clerk

Entry

Pleas before his honor John H. Price 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 1st day of May A.D. 1882, Heretofore, to-wit = on the 18th day of April A.D. 1882 the following Petition was filed with the Clerk of said Court which reads as follows, to-wit =

Petition 4020

Thomas P. Crally Administrator of the Estate of Levi Lake Decd vs George A. Woods & Ed M. W. Hill } Court of Common Pleas. Union County O.

The Plaintiff says, on or about the 15th day of April A.D. 1880 he was duly appointed and qualified and letters were granted to him as Administrator of the estate of Levi Lake heretofore deceased and late of Union County Ohio. That to him, the said Thomas P. Crally as said Administrator, was given by the Defendants herein a promissory note the basis of this action and of which the following is a Copy $16 92/100 No Richwood July 1st 1880 Ninety days after date value received we or either of us promise to pay T.P. Crally Administrator Sixteen Hundred and Ninety two Dollars and fifteen cents for value received. Signed "G.A. Woods" and "M.W. Hill"

There is due and remaining unpaid upon said note from the said Defendants G.A. Woods Ed M.W. Hill to the said Plaintiff as said Administrator, the sum of Sixteen Hundred and ninety two and 15/100 Dollars which he claims with interest from April 1st 1881 and for which he asks Judgment

Robinson & Pipes Attys for Plaintiff.

The State of Ohio } Union County } SS. Thomas P. Crally being duly sworn according to law says the facts the facts stated and allegations in his foregoing petition are as he truly believes true. Signed "Thomas P. Crally"

Petition 1998

Sworn to before me by Thomas P. Crally and by him subscribed in my presence this 18th day of April a.D. 1882 J.D. Borgner, Clerk.

Precipe

To Clerk, Issue summons upon the above petition directed to the Sheriff of Union County Ohio for the Defendants George A. Woods and M.W. Hill returnable according to law. Amount claimed $16 92/100 with interest from April 1st 1881 Robinson & Pipes Attys for Plaintiff.

Afterwards and on the 18th day of April A.D. 1882 the following 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 G.A. Woods and M.W. Hill that they have been sued by T.P. Crally as Administrator of the Estate of Lewis Lake Deceased

In the Court of Common Pleas of Union County, and that unless they answer by the 20th day of May A.D. 1882. the Petition of said T.P. Crally Administrator against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgement rendered accordingly. You will make due return of this Summons on the 1st day of May A.D. 1882. Witness my hand and the seal of said Court, this 18th day of April A.D. 1882

J.D. Bingner, Clerk.

Return — The State of Ohio, Union County, S.S. Received this writ April 18th A.D. 1882 at 2, O'clock P.M. And pursuant to its command, served the same by delivering a true Copy thereof with the endorsements thereon to each of the within named Defendants. Fee, Service, 30 mil. $2.50 Copy, 40=$3.41

John Hobensack, Sheriff.

Entry — Afterward on the 22nd day of May A.D. 1882 the following Entry was made on the Journal of said Court which reads as follows, to-wit:

Thomas P. Crally Administrator &c)
vs) Money only.
G.A. Woods and M.V. Hill)

And now comes The said Thomas P. Crally Administrator of the estate of Lewis Lake Deceased and G.A. Woods and M.V. Hill or either of them having failed to demur or answer to the Petition of the said Thomas P. Crally Administrator, ought to recover the said sum of Sixteen Hundred and ninety two and 15/100 Dollars ($1692 15/100) so demanded in his petition, together with the sum of One hundred and nine and 99/100 Dollars ($109 99/100) which the Court finds due as the interest thereon, as prayed for in said petition. It is therefore considered that the said Thomas P. Crally as said Administrator, recover against the said G.A. Woods & M.V. Hill or either of them the said sum of Eighteen Hundred and two and 14/100 Dollars ($1802 14/100) with interest from the 1st day of this term of Court together with his costs in and about his suit in this behalf expended &.

Attest. J.D. Bingner Clerk

Pleas before his Honor John N. Price 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 1st day of May A.D. 1882. Aforesaid, to-wit: on the 18th day of March A.D. 1876 the following petition was filed with the Clerk of said Court which reads as follows, to-wit:

Petition 1978

A.C. Doney
vs
Tillman G. Goff and Henry C. Goff

) County of Common Pleas, Union County, O.

The Plaintiff says that on the 20th day of March A.D. 1875 by a certain indenture then made between the Plaintiff and the Defendants, a copy of which is hereto attached marked "A" the Plaintiff demised to the defendants a certain dwelling house and premises situate in the County aforesaid from the first day of March 1875 to March 1st A.D. 1876 paying therefor during said term a rent of One hundred and twenty five dollars on or before the first day of October 1875. The Defendants thereby covenanted to pay to the Plaintiff the said rent or sum of One hundred and twenty five dollars on or before the first day of Oct. A.D. 1875. Afterwards on the said 1st day of Oct. 1875 when the said rent became due the same was not paid and no part thereof has been paid. The Plaintiff therefor asks judgment for the said sum of One hundred and twenty five Dollars with

interest from said first day of October A.D. 1875 Robinson & Pipes Attorneys for Pff

The State of Ohio
Union County, SS. I. Pipes being sworn says he is one of the Attorneys of the above named N. C. Dorey duly authorized in the premises that the said N. C. Dorey is not a resident of the County of Union and is now absent therefrom and that the facts stated and the allegations in the foregoing pleading of N. C. Dorey are as affiant believes true. Signed "I. Pipes."
Sworn to before me by I. Pipes and by him subscribed in my presence this 18th day of March A.D. 1876 W. W. Winget. Clerk.

Recipe — To Clerk. Issue summons upon the petition in the above case returnable according to law. Amount claimed $125.00 with interest from Oct. 1st A.D. 1875 Robinson & Pipes Attys for Plaintiff.

"A" — A contract made and entered into this 20th day of March A.D. 1875 by and between N. C. Dorey of Franklin County, Ohio, of the first part and Tilman Goff and Henry C. Goff of the second part witnesseth that for and in consideration hereafter mentioned the said N. C. Dorey doth rent or lease to the said Tilman Goff and Henry C. Goff the farm that the said Tilman Goff lives on in Union County, Ohio, for one year commencing on the 1st day of March A.D. 1875 and ending on the 1st day of March A.D. 1876, on the following condition to wit:- that for the use of said farm the said Tilman Goff and Henry C. Goff agree to pay to the said Dorey, the sum of one hundred and thirty five dollars on or before the 1st day of October next. The said Tilman and Henry C. Goff agree to make rails and build fence, where needed, for two dollars per hundred and clear off ten acres of East End of the deadening, for which the said Dorey is to allow five dollars per acre and put a new board fence on three sides of the yard for which they are to be allowed ten dollars, and plaster the house for which they are to be allowed ten dollars. The said Tilman Goff and Henry C. Goff is to remove and set the old rails in the said above contract. Witness our hand and seals this 20th day of March 1875
N. C. Dorey. T. G. Goff. H. C. Goff. (Seal)

Summons — Afterwards on the 18th day of March A.D. 1876 the following Summons was issued by the Clerk of said Court which reads as follows, to wit:-
The State of Ohio. Union County, SS. To the Sheriff of the County of Union Greeting: We command you to notify Tilman G. Goff and Henry C. Goff that they have been sued by N. C. Dorey in the Court of Common Pleas of Union County and that unless they answer by the 15th day of April A.D. 1876 the Petition of the said N. C. Dorey 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 March A.D. 1876
W. W. Winget. Clerk.

Endorsed — Amount claimed $125.00 with interest from October 1st A.D. 1875

Return — The State of Ohio. Union County, SS. Received this writ March 18th A.D. 1876 at 6. O'Clock P.M. and pursuant to its command, on the 21st day of March 1876 I served the within named Tilman G. Goff and Henry C. Goff by delivering to each of them a certified copy of this writ, with the endorsements thereon
Service .65 Mileage 2.00 Copy .50 Return .15 Total $3.30 John C. Price

Afterwards on the 1st day of May the following entry was filed with the Clerk of said Court and entered on and entered on the Journal which reads as follows:

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Petition 3882

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Entry

A. C. Doney
vs
Dilman G. Goff & Henry C. Goff

Now came the Plaintiff herein and the defendants being in default for answer and demurrer the Court find the allegations of the petitions are confessed by them to be true and that the defendants are indebted to the Plaintiff in the sum of One hundred and seventy three 17500 Dollars. It is therefore considered by the Court that the said Plaintiff recover from the said Defendants the sum of One hundred and Seventy three and 75/100 Dollars. and his costs herein expended taxed to $.

Attest J. D. Benger Clerk

Pleas before his Honor John A. Price 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, State of Ohio on the 1st day of May A. D. 1882.

Heretofore, to wit: On the 31st day of August A. D. 1881 the following Petition was filed with the Clerk of said Court which reads as follows, to wit:

Petition
3882

Millard Langstoff
vs
John Mc Allister

The State of Ohio, Union County, Court of Common Pleas.

The said Plaintiff Millard Langstoff for cause of action herein against the said Defendant John Mc Allister says: that he is the owner of and entitled to the immediate possession of eighty eight and two thirds bushels of wheat of the value of One hundred and fifteen dollars, now in a granary in a barn at the residence of John Mc Allister the defendant. That said Defendant unlawfully detains the said Eighty Eight and two thirds bushels of wheat from the possession of said Plaintiff, and has detained the same as aforesaid for the space of one day to Plaintiffs damage in the sum of Fifty Dollars, Wherefore the said Plaintiff prays an order against the said Defendant that he may be ordered to deliver to the said Plaintiff the said Eighty Eight and two thirds bushels of wheat and also a judgment against the said Defendant for the sum of Fifty Dollars his damages so as aforesaid sustained.

Powell and Fulton, Attorneys for Plaintiff.

The State of Ohio.
Union County, SS. Millard Langstoff being first duly sworn says the facts stated and allegations in the foregoing petition are true as he verily believes. Millard Langstoff.
Sworn to before me and subscribed in my presence by the said Millard Langstoff this 31st day of August A. D. 1881 W. M. Winget Clerk.

The State of Ohio, Union County, SS. Millard Langstoff being first duly sworn says that he has commenced in this Court of Common Pleas of said County a civil action against the said John Mc Allister to recover the possession of Eighty eight and two thirds bushels of wheat in a granary in a barn at the residence of the said John Mc Allister. That affiant is the owner of the same said wheat and entitled to the immediate possession of the same. That said wheat is wrongfully detained by the said defendant John Mc Allister. That said wheat was not taken on process issued against this affiant, Plaintiff, nor for a tax and further affiant saith not. Millard Langstoff
Sworn to before me and subscribed in my presence this by the said Millard Langstoff this 31st day of August A. D. 1881. W. M. Winget, Clerk.

Summons

Millard Langstoff
vs
John Mc Allister

Summons, Endorsed Action for Replevin.
Amount Damages Claimed $60 00.

The State of Ohio,
Union County. SS. To the Sheriff of Union County Greeting:
We command you to notify John Mc Allister that he has been sued by Millard Langstaff in the Court of Common Pleas of Union County, and that unless he answers by the 1st day of October A.D. 1881 the petition of the said Millard Langstaff 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 12th day of Sept. A.D. 1881
Witness my hand and the seal of said Court, this 31st day of August A.D. 1881.
W. W. Winget Clerk.

Return

The State of Ohio,
Union County, SS. Received this writ August 31st A.D. 1881, at 11½ o'clock A.M and pursuant to its command I served the same by delivering a certified Copy thereof with the endorsements thereon to the within named John Mc Allister Defendant, on the 31st 1881. Fees for service .20 mileage .02½ Copy .20 Total $.42½
John Hobrusack Sheriff.

Order of delivery of Personal Property

Millard Langstaff
vs
John Mc Allister

Court of Common Pleas

To the Sheriff of Union County Greeting:
Whereas, Millard Langstaff has commenced, in the Court of Common Pleas for the said County of Union against John Mc Allister a civil action for the recovery of Personal property, to-wit: Eighty Eight and two thirds bushels of wheat now in granary in a barn at the residence of John Mc Allister, and has filed his affidavit in the Clerks office of said Court, in order to obtain an order for the immediate delivery of the said goods and chattels, This, therefore, is to command you, as such Sheriff to take the said goods and chattels above described and deliver the same to the said Millard Langstaff Plaintiff in said action. And of this order and your proceedings thereon make due return on the 12th day of Sept. A.D. 1881 Witness my hand and the seal of said Court at Marysville this 31st day of August A.D. 1881. W. W. Winget Clerk.
We the undersigned, two disinterested persons of Union County, having been duly sworn and sworn by John Hobrusack Sheriff of said County, and State of Ohio by Thomas Martine Deputy Sheriff of said County, to assess the value of certain goods and chattels hereinafter set forth, bring the same seized by the said John Hobrusack Sheriff, by virtue of an order of delivery issued from the Court of Common Pleas of said County, at the suit of Millard Langstaff Plaintiff against John Mc Allister Defendant dated the 31st day of August, A.D. 1881, we do, upon actual view, appraise the same as follows, viz: Eighty Eight and ⅔ bushels of wheat, appraised at $112,49
This 31st day of August A.D. 1881 Signed "H. C. Haskins L. R. Newhouse"

Millard Langstaff
vs
John Mc Allister

Plaintiffs undertaking in replevin, State of Ohio, Union County, SS.
Court of Common Pleas

Whereas Millard Langstaff has caused an order for delivery of the following goods and chattels, to-wit: Eighty Eight and ⅔ bushels of wheat. 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 Millard Langstaff Plaintiff and John Mc Allister Defendant, and whereas the said order was delivered to John Hobrusack Sheriff of said County, and the said Sheriff has taken said goods and chattels, and the same have been valued by two responsible persons, under oath at the sum of One hundred Twelve & 49/100 Dollars.

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Now, therefore, we Millard Langstaff and H. C. Hoskins and H. C. Hoskins under-
take to the said John McAlister, Defendant in said action in the penal sum of Two
Hundred Twenty four and 38/100 Dollars, that the said Millard Langstaff shall duly prosecute
his action aforesaid, and pay all costs and damages which may be awarded against him.

"Millard Langstaff H. C. Hoskins"

Signed in my presence and approved by me this 31st day of August, A.D. 1881

John Hobrusack Sheriff. by Thomas Martin Deputy.

Return — According to the command of the within order, I have taken the within named goods and chattels, and caused the same to be valued by the oaths of H. C. Hoskins and L. R. Newhouse two responsible men of said County, whose valuation in writing, is herewith returned, and I have delivered said goods and chattels to said Plaintiff, and have taken the undertaking of Millard Langstaff and H. C. Hoskins surety of said Plaintiff in the sum of $224.38 which undertaking is also herewith returned. Given under my hand this first day of September A. D. 1881 John Hobrusack Sheriff By Thomas Martin Deputy.
Sheriffs Fees, Service, 30 Mileage $3.20 Swearing appraisers $1.20 Copy .20 Bond, 35 extra labor $2.00 appraisers fee $2.00 Total $9.35

Millard Langstaff
vs
John McAlister

Court of Common Pleas, Union County, Ohio.

The said Defendant for answer to said Petition of the Plaintiff says he admits he was in the possession of and owned the wheat replevined from him in this case but he denies each of the other allegations of said petition.

2nd The said Defendant for a second defense to said Petition says the said Plaintiff brought an action of replevin for the said wheat against this defendant before J. R. Taylor Justice of the Peace of Leesburg Township in said County of Union in which Judgment was rendered against this defendant for costs and which cause was by him duly appealed to this Court where the same is now pending and therefore this action should be dismissed and therefore defendant prays Judgment in this cause for the damage by him sustained by reason of the premises. Robinson & Piper for J. K. Kinkaden & Lyford for Def.

The State of Ohio.
Union County, ss. John McAlister Defendant being duly sworn says he believes the allegations of the foregoing answer are true. Signed "John McAlister"
Sworn to before me and signed in my presence this 13th day of October A.D. 1881

W. M. Winget, Clerk.

Millard Langstaff
vs
John McAlister

Court of Common Pleas, Union County Ohio.
Replevin.

The Plaintiff and Defendant make the following agreed statement of facts in the above case for the purpose of having the Court decide this case. First. This case was commenced before a Justice of the Peace but no property was taken on the writ of Replevin and the action of the Justice of the Peace appears by the transcript filed in this cause and which is made part of this statement of facts and thereupon Defendant appealed this cause to this Court where it stands on motion to dismiss. Second. After the case No 3877 was appealed and the wheat was cut and thrashed and placed in the granary the same Plaintiff and the same Defendant the case in Replevin No. 3882 as appears by the pleadings in said No. 3882 and on that writ of replevin the Sheriff took out of the said granary the one third of the wheat therein amounting to 88⅔ bushels of the value of $77.30
This wheat is the subject of controversy in both of said actions and the following are the facts respecting the said wheat. The Defendant had sown the wheat in Oct. 1880

on the land set off to and owned as a dower lot by Mary McAllister who was then
mother of Defendant and with the understanding and agreement between her and the
Defendant that Defendant should use and cultivate said dower lot as long as she
lived and keep and support her the said Mary McAllister and that under and
by virtue of said agreement Defendant sowed said Dower lot in wheat in Oct.
1880 and was to have the wheat which should grow thereon. That afterwards on the
27th day of Nov. 1881 and before the wheat was ripe the said Mary McAllister died without any property whatever.
That afterward Defendant cut said wheat and while it was in Sheets case no
3878 was commenced but no delivery of the property was made under the writ
of replevin. The Defendant afterwards thrashed the said wheat and placed all
in the granary and while it was there said case No 3882 was commenced &
the Sheriff measured up 88 2/3 bushels of said wheat which was one third of the
whole of said wheat and took it away and delivered to the Plaintiff. That said
wheat that day was worth $99.30 That before said wheat was sown said Defend-
ant made an assignment of his property for the benefit of his creditors under the
insolvent laws of Ohio and the assignee sold and conveyed said farm including
said dower lot to the Plaintiff but subject to said dower of the said Mary A
McAllister whose said dower was dained from the first of her being the widow
of John McAllister deceased who was the Defendants father and under whom the
said Defendant became the owner of said farm subject to said dower.
Said dower was regularly set off and assigned to said Mary McAllister by the decree
of this Court in proceedings in partition to partition said farm between
the heirs of John McAllister deceased on September 1866 Vol H Page 162 and she
claimed possession of said dower lot as long as she lived and never disposed
of it except to the Defendant in the manner above mentioned. The said widow
did not pay the taxes on said dower lot in 1878 and it became delinquent for taxes
but they were paid before any sale of said dower lot was made for taxes by the assignee
of John McAllister Dec'd July 6. 1878 and was never sold for taxes and was never
transfered to her name. It was advertised for sale at delinquent sale but not sold.
The Plaintiff claims the 1/3 of said wheat by operation of law as the Landlords share
under his deed by the said assignee which was made before the said wheat was sown
on the 22nd of Nov. 1879 Vol- 48 Page 145 and he does not claim any contract
or arrangement either with said Mary McAllister or the Defendant. The Defendant
The Defendant claims Judgment for the value of said Wheat on two grounds.
1st That a Replevin of an undivided part of property could not be maintained &
2nd That under the right of emblements under the life estate of Mary McAllister
the Defendant was entitled to keep and hold the annual crop sown during her
lifetime Signed Robinson & Piper Attys for Defts Powell & Fulton Atty for Plff.
Afterward the following motion was filed with the Clerk of said Court which reads
as follows, to wit:

Motion

Millard Daugstaff
vs
John McAllister
} The State of Ohio, Union County, Court of Common Pleas.
motion for new trial.

And now comes the Plaintiff herein and moves the Court to set aside the decision and grant a new trial herein for the following reasons. That the decision is not sustained by sufficient evidence and is contrary to law.
On the 24th day of May A.D. 1882 the following entry was filed with the Clerk of said and entered of the Journal of the same which reads as follows:

Entry 3882

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Entry 3882 — Millard Langstaff vs John Mc. Allister

This day came the parties and submitted this cause to the Court on an agreed written statement of facts and waived the right of trial by Jury whereupon the Court on said agreed statement of facts found for the Defendant John Mc. Allister on the issue joined and find that Defendant at the time of the commencement of this action had the right of possession and right of property of the wheat mentioned in said Petition and the Court under said agreement find for Defendant in the sum of $99.30 with interest from August 31st 1881 amounting altogether to $103.27/100 the Plaintiff thereupon moved the Court to grant him a new trial for reasons therein stated which motion the Court overruled and the Plaintiff excepted to said finding on said statement of facts and excepted to the ruling of the Court overruling said motion for new trial, It is therefore considered and adjudged by the Court that the Defendant recover of the Plaintiff said sum of ($103.27/100) One hundred and three and 27/100 Dollars and his costs herein expended to use to $.

Afterwards on the 27th day of June A.D. 1882 the following entry was made on the Journal of said Court which reads as follows, to-wit:-

Entry 3882 — Millard Langstaff vs John Mc. Allister

This day came the said Millard Langstaff Plaintiff and presented his certain bill of exceptions taken on the trial of this cause and the same is allowed and signed and ordered to be placed on file with the Pleadings and made a part of the record of this case.

Attest. J. D. Bingner, Clerk.

Pleas before his honor John A. Price 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 1st day of May A.D. 1882 Heretofore, to wit: on the 11th day of Nov. A.D. 1881 the following Petition was filed with the Clerk of said Court which reads as follows: to-wit:

Petition No. 3923 — Minerva Sharp vs David C. Sharp — Union County Ohio. Court of Common Pleas.

Your Petitioner says she has been a resident of the State of Ohio for more than a year last past and is at present a bona fide resident of said County of Union. That on the 1st day of June A.D. 1878 she was lawfully married to the said David C. Sharp at Marysville Ohio and that she has ever since conducted herself toward the Defendant as a dutiful and obedient Wife. Yet the said David C. Sharp disregarding his marital duties has been guilty of habitual drunkenness, gross neglect of duty and wilful absence for more than three years next preceding the filing of this Petition. Your Petitioner further says that the Defendant is the owner of the undivided eighth part of the following described real estate subject to the dower estate of Evaline Sharp widow of Comiday C. Sharp. Part of survey No 9896 Beginning at a stone in the center of the Byhalia and York Centre Road and in the Greenville Treaty line thence with said road S. 26° W. 12 80/100 poles to a stone under a bridge corner to J. H. Tracy's N. 20° W. 35 50/100 poles to a stone thence with another line of said Tracy 68 1/4 W. 44 36/100 and with the line of E. Cahill Thence with Cahills line N. 9 1/2 W. 45 5/100

to a stone, corner to C. Sharps. Thence with Sharps line N. 69½ E. 87 7/100 to a stone in the centre of the Marysville and Kenton Gravel Road. Thence with the centre of said road S. 35¼ E. 22½ poles to a stone at the intersection of said Gravel Road with the Bybalia and York Centre Road Thence S. 13½ W. 70 72/100 poles to the centre of said road at the place of beginning Containing 34¾ acres more or less. Also the following described tract of land Situate in Union County State of Ohio and in Washington Township beginning at a stone in the centre of the Marysville and Kenton Road and in the North line of survey No 7896 Thence with said line of said survey. Thence with said line 71½ West 23 77/100 poles to a stone north corner to Thos Cahills land. Thence with his East line S. 9 E. 138 40/100 to a stone north west corner of said lot N. 68¾ E. 88 poles to a stone in the centre of said Marysville and Kenton Road. Thence with the centre of said road N. 30 W. 34 50/100 to the beginning containing 47 acres of land except three acres sold to William Proffitt off the north side of said land. Also another tract of land containing 10½ acres of land. Situate in survey No 9877 in Union County Washington Township and bounded as follows, Beginning at the corner of J. Haines land in the line of said survey thence Easterly along a small road to the corner of John Vance land Southerly along the line of said Vance land and the land of L. Wright to the line of said survey and corner of said Wrights land. Thence in a Westerly course with the said survey line to the corner of W. H. Haines land. Thence in a northerly course with the said Haines land to the beginning. Also another track of land situate in the same survey and same County State and Township as the above described as follows: Beginning at the corner of J. D. Haines land in the line of the survey thence in an Easterly direction along the line of said survey to the land of Benjamin Rodgers. Thence in a Southerly direction with the line of said Rodgers to James Wright's corner. Thence in a Westerly course with said Wrights line to his course. Thence in a southerly direction with his line to William Sharps land. Thence in a westerly course to J. D. Haines land. Thence in a northerly course with his line to the beginning containing 130 acres.

Your Petitioner further says that the said Defendant will if not restrained by the order of this Court sell and dispose of said real Estate and put it beyond her reach and squander the same in drunkenness and debauchery and defraud her out of her rights therein. She therefore asks that she may be divorced from the Defendant David C. Sharps and allowed a reasonable allimony out of the above described land and that an injunction issue from this Court restraining the Defendant from in any way incumbering or disposing of the above described described real Estate his interest therein until further ordered by the Court and the disposition of this case and Your Petitioner further asks that upon the final hearing of this case she be restored to her maiden name of Minerva Hatterman and for all proper relief

J. M. Kennedy, Atty for Plaintiff.

State of Ohio, Union County, SS. Minerva Sharps being duly sworn says the facts and allegations of the foregoing petition are true. Signed "Minerva Sharps"

Sworn to by the said Minerva Sharps and by her subscribed before me this 11th day of Nov. A.D. 1881

John M. Broderick.

Notary Public Union Co. O.

Precipe

Order of Injunction

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Endorsed Motion

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Injunction allowed as prayed for in the within petition, without bond, it being in the discretion of the Probate Judge deemed unnecessary. Probate Judges Fee $2.00

John D. Coats, Probate Judge.

Precipe

Minerva Sharp)
vs
David C. Sharp) To the Clerk, Court of Common Pleas, Union County, Ohio.

Issue summons and Copy of petition to Sheriff of Union County, Ohio, returnable according to law for the above named David C. Sharp.

Endorse "injunction allowed" Signed "J. M. Kennedy" Atty for Plff.

Order of Injunction

Minerva Sharp)
vs
David C. Sharp) Before the Probate Judge of Union County Ohio.

Nov. 11th A. D. 1881

Motion for temporary injunction in the Court of Common Pleas, Union County, Ohio. And now on this 11th day of Nov. A.D. 1881 came the Plaintiff by J. M. Kennedy her Attorney: And it being made to appear that there is at this time No Common Pleas, District, or Supreme Judge within said County, the motion of the Plaintiff for a temporary injunction came on and was heard upon the petition of the Plaintiff therein filed, and after hearing the argument of counsel, and being fully advised in the premises, it is considered and ordered that a temporary injunction be, and the same hereby is allowed in this case to restrain the said Defendant from disposing of or encumbering his interest in certain real Estate described in the Plaintiffs Petition as prayed in said petition of Plaintiff. It is further ordered that the Clerk of the Court of Common Pleas issue summons in this case endorsed injunction allowed without said plaintiff giving an undertaking to the said Defendant, John D. Coats, Probate Judge. Afterwards on the 12th day of Nov. A. D. 1881 the following Summons was issued to the Sheriff of Union County which reads as follows: to wit:

The State of Ohio, Union County SS. To the Sheriff of Union County Greeting:
You are hereby commanded to notify David C. Sharp that Minerva Sharp 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 of which is herewith served on him) charging him with drunkenness, gross neglect of duty & wilful absence and asking that she be divorced from him and that she have reasonable alimony and for other proper relief. Said petition will stand for hearing during the term of said Court next ensueing, and six weeks from and after the service of this writ. You will make due return of this summons on the 21st day of Nov. A.D. 1881. Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court, at Marysville this 12th day of Nov. A. D. 1881

W. M. Winget Clerk. By W. & Winget Deputy.

Prol

Endorsed Motion

Summons in action for Divorce & alimony. J. M. Kennedy Atty

Minerva Sharp)
vs
David C. Sharp) Court of Common Pleas, Union County, Ohio.

Now comes the Plaintiff Minerva Sharp and moves the Court to allow her alimony during the pendency of this suit for the reason that she has no means of her own to maintain herself nor has her parents any that they can furnish her.

Minerva Sharp
By J. M. Kennedy
Atty for Plaintiff

Minerva Sharp
vs
David C. Sharp
Union County Court of Common Pleas.

The Defendant will take notice that the Plaintiff will make application for allimony pending said suit before the Hon. John A. Price Judge of the Court of Common Pleas within and for the County of Logan State of Ohio at the Court House therein on the 16th day of Feb. A. D. 1882 the same will be heard on affidavits and parole testimony.
Minerva Sharp by J. M. Kennedy her Atty.
Service acknowledged this 2nd day of Feb. 1882. J. L. Cannon. Atty for Defendant.

Entry 3923

Minerva Sharp
vs
David C. Sharp
Union County, Court of Common Pleas.

In pursuance of the motion and notice hereto given this cause came on to be heard before the Hon. John A. Price Judge of the Court of Common Pleas of Logan County Ohio at the Court House in said County and was submitted upon affidavits and testimony and argued by Counsel and the Court being fully advised in the premises do find for the Plaintiff and allow her allimony pending said suit in the sum of Fifty Dollars. It is therefupon considered ordered and adjudged that the Plaintiff recover of the Defendant said sum of Fifty Dollars so allowed and in default of the payment thereof for 20 days from this date that execution issue therefor. Done at Bellefountaine Ohio this the 15th day of Feb. 1882.

Precipee

Minerva Sharp
vs
David C. Sharp
Court of Common Pleas, of Union County, in Chancery.

To clerk. Issue execution to Sheriff of Union Co. returnable according to law in the above entitled case for $50.00 with interest from the 15th day of Feb. A. D. 1882.
J. M. Kennedy Atty for Pl'ff
Afterwards on the 5th day of April A. D. 1882 an execution was issued by the Clerk of said Court which reads as follows: to-wit:
The State of Ohio.
Union County, ss. To the Sheriff of said County, Greeting:
You are hereby commanded to cause to be levied of the goods and chattels, and for want thereof, then of the lands and tenements in Your County of David C. Sharp the Sum of Fifty Dollars and $ costs of suit, which by the Judgment of the Court of Common Pleas within and for said County, at the — term thereof A. D. 1882 Minerva Sharp recovered against the said David C. Sharp with interest thereon from the 5th day of Mar. A. D. 1882, until paid, and also the costs of increase on said Judgment and the accruing costs hereon; and have that money before the said Court of Common Pleas, within sixty days from the date hereof, to render to render unto the said Minerva Sharp. And have you then and there this writ, with your doings under the same duly endorsed thereon.
Witness my hand and the seal of said Court, at Marysville, this 5th day of April A. D. 1882
Seal.
J. L. Bonsner, Clerk.
Received this writ April 5th A. D. 1882 at 10. o'clock A. M.
No property found whereon to levy this writ.
Sheriff's Fee, Service .20 Mileage $2.58 Total $3.18 John Habrusack
Sheriff.

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Minerva Sharp
vs
David C. Sharp

Union County Court of Common Pleas

Now comes the Plaintiff by her Attorney J. M. Kennedy and moves the Court for an order to authorize the Sheriff of Union County Ohio to pay to said Plaintiff or her Attorney the alimony heretofore allowed by said Court in this case and of the money arising from the sale of his interest in the lands mentioned in Plaintiffs petition by order of partition in the case of Wm M. Koons as Guardian of James M. Sharp vs Evelin Sharp et. als and now in the said Sheriffs hands. And the Plaintiff further prays the Court to require the Defendant or his Attorney if they have received the same to pay over unto this Court the money due the Plaintiff by the order of this Court for alimony pending this suit in the sum of $50.00 or stand committed for in default thereof.

Afterward on the 9th day of May A.D. J. M. Kennedy Atty for Plff

notice

1882 the following notice was filed with the Clerk of said Court which reads, viz:

Minerva Sharp
vs
David C. Sharp

Court of Common Pleas, Union County, Ohio.

To the Defendant David C. Sharp and D. K. Ayres his Attorney.

You are hereby notified that the Plaintiff has filed her motion to require you or your Attorney D. K. Ayres to pay to the Plaintiff the amount of her Judgment for alimony pending her suit against you, to-wit: $50.00 with interest thereon from the 15th day of February A.D. 1882 which said sum you or your Attorney obtained from the Sheriff of Union County Ohio in violation of her injunction heretofore obtained in this suit and in violation of all other proceedings by the Plaintiff to collect the same and in default of said payment that you and your Attorney D. K. Ayres stand committed until paid for violation of the terms of said injunction. Said notice will be for hearing for hearing at the Court House at Marysville Ohio at 8½ o'clock A. M. on the 12th day of May 1882 before the Honorable John K. Price Judge of the Common Pleas Court within and for said County. James K. Robinson & J. M. Kennedy Attys for Plff

Returned.

Received this writ May 9th 1882 and served the same on the same day by delivering to D. K. Ayres a certified copy of this writ. Thomas Wharton, Constable. Fees .70

Afterward on the 13th day of May A.D. 1882 the following Entry was made on the Journal of said Court which reads as follows, to-wit:

Entry

Minerva Sharp
vs
David C. Sharp

This day came the parties and on motion of Plaintiff leave was granted to her to file her supplemental petition, whereupon this cause came on to be heard on the application for injunction as prayed for in said supplemental petition. Thereupon the Court being fully advised do allow a temporary injunction as prayed for restraining the Sheriff John Habrusack and the Defendant David C. Sharp from disposing of said notes in said petition described restraining said Habrusack from delivering to said David C. Sharp any of the notes or proceeds of said lands sold in said cause of Partition remaining now in his hands. This order to remain in full force without the Plaintiff giving bond until further order of the Court. The appearance of John Habrusack Sheriff is hereby Entered and the issuing of process waived. Cameron & Ayers Attys.

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Supplemental Petition

Afterward the following supplemental petition was filed with the Clerk of said Court which reads as follows, to-wit

Minerva Sharp vs David C. Sharp } Court of Common Pleas, of Union County, Ohio.

Now comes the Plaintiff leave of the Court first had and files her supplemental petition herein. Plaintiff says that on the 12th day of Nov. 1881 she filed her petition in the above named Court asking for Divorce and alimony from the Defendant David C. Sharp and at the same time she obtained an order of injunction from the Probate Court of said County restraining the said David C. Sharp from selling, disposing of or encumbering the real Estate therein described of which he was the owner of the one undivided eighth part. That afterward on the 15th day of Feb. A.D. 1882 she obtained a Judgment against the said Defendant before the Hon. John A. Price Judge of the Court of Common Pleas at Bellefountaine, Logan County, Ohio. for the sum of Fifty Dollars as per Drus. addita alimony which Judgment of said Court and order of Injunction are both in full force and said Judgment remains unpaid at this time. That after the granting her said injunction and on the day of 1881 Williams Kouns as Guardian of James M. Sharp filed his petition and obtained an order of Partition and sale thereunder of the land described in Plaintiffs petition as the lands belonging to the Cornelius C. Sharp Estate and upon which she had her order of injunction against the Defendant David C. Sharp. That one third of the money arising from said sale in partition was paid over to the Sheriff of Union County Ohio and the decree of the Court is that the defered payments be secured to the Sheriff of Union County Ohio in trust for said David C. Sharp and the other Defendants therein. Plaintiff further says that these now are under the control of and in the possession of the Sheriff of Union County Ohio two notes payable to David C. Sharp each for about $200.00 one in one year with interest the other in two years with interest secured by mortgage on the lands described in ~~the~~ petition of the said Williams Kouns as Guardian of James M. Sharp vs Evaline Sharp et. als upon which said order of Partition issued and held in trust for David C. Sharp by said John Habensack as such Sheriff. Plaintiff further says that the said David C. Sharp is threatening to convert his said notes into money to put the same beyond the reach of this Plaintiff and has already got possession of the first payment thereon for the purpose of cheating and defrauding her out of her rights in the premises and depriving her of her reasonable alimony in this case and Plaintiff further says that said notes and money are all the property of which the Defendant David C Sharp is seized and if allowed to convert the same into money will put the same beyond her reach and thereby work a great and irreparable damage to this Plaintiff. Plaintiff therefore prays that a writ of injunction issue from this Court without a bond from the Plaintiff restraining the said John Habensack from assigning or transfering said notes to the said David C. Sharp or to anyone in his behalf or from paying the money arising from the collections or sale of the said lands to the said David C. Sharp or to anyone in his behalf and that said writ of injunction may also issue from this Court restraining the said David C. Sharp from in any manner collecting receiving or in any manner disposing of said notes or the proceeds thereof until the further order of this Court to the said Defendants

Summons

Endorsed

Entry 3923

John Habrusack and David C. Sharp and for all the relief asked for in the petition to which petition this supplemental, and that she be said her Judgment for alimony pending the suit out of any money now in the hands of the Sheriff of Union County Ohio belonging to said David C. Sharp Defendant. Robinson & Pixley & J. M. Kennedy Attys for Pff.

State of Ohio
Union County ss Minerva Sharp being duly sworn says the facts and allegations in this supplemental petition are true Signed "Mrs Minerva Sharp"
Sworn to by Minerva Sharp and by her subscribed before me this 13th day of May A.D. 1882
J. L. Bringner. Clerk.

To the Clerk. Issue Summons and endorse petition for equitable relief and injunction allaured.
J. M. Kennedy and Robinson & Pixley Attys for Pff.

Afterward on the 13th day of May A.D. 1882 Summons was issued to the Sheriff of Union County by the Clerk of said Court which reads as follows, to wit:

Summons

The State of Ohio.
Union County. SS. To the Sheriff of Union County Greeting:

We Command you to notify David C. Sharp that he has been sued by Minerva Sharp in the Court of Common Pleas of Union County and that unless he answers by the 10th day of June A.D. 1882. the Petition of the said Plaintiff against him filed in the Clerks office of said Court, such petition will be taken as true, and Judgment rendered accordingly. You will make make due return of this summons of the 22nd day of May A.D. 1882.
Witness my hand and the seal of said Court, this 13th day of May A.D. 1882.
(Seal)
J. L. Bringner Clerk

Endorsed

Equaction for Equitable relief and injunction allaured.
The State of Ohio, Union County, SS. Rec'd this writ may 13th A.D. 1882 at 5. O'clock P.M; and pursuant to its command on the 15th day of May A.D. 1882 I served the same by delivering a true copy thereof with the endorsements thereon to the within named Defendant David C. Sharp.
Sheriffs Fees, Service .20 Mileage $2.88 Copy .20 Total $3.28 John Habrusack Sheriff.

Afterward on the 20th day of May A.D. 1882 the following Entry was made by the Clerk on the Journal of said Court which reads as follows, to wit:

Entry

3923

Minerva Sharp
vs
David C. Sharp

This day this cause came on to be heard upon the petition of the Plaintiff and the testimony thereupon submitted to the Court by both parties. And the Court being fully advised in the premises do find for the Plaintiff.
It is therefore ordered and decreed that the marriage relation heretofore existing between the said David C. Sharp and Minerva Sharp be dissolved and that the Plaintiff Minerva Sharp be restored to her maiden name of Minerva Matterman and that the temporary injunction heretofore granted in this action be continued until the further order of this Court and that the Plaintiff pay the costs of this action before this Entry is made on the Journal of this Court and that the Plaintiff have a judgment against the said Defendant for said costs herein expended. And that the Sheriff of Union County be and he is hereby ordered to pay and apply so much of the money arising from the sale of the lands in the case of William Koons Guardian of James M. Sharp vs Evaline Sharp and others including the said David C. Sharp Defendant as may be necessary to pay off her judgment for alimony pending

this suit of $50.00 and her additional allimony of $50.00 here allowed by the Court as well as all costs herein taxed at $. Said money being held in trust by the said Sheriff for the said Defendant David C. Sharp and others therein named as to the said last named allowance of allimony alone the Defendant gives notice of appeal and the Court fixes this bond herein at $100.00.

Attest J. L. Burgner. Clerk.

Pleas before his Honor John A. Price 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 1st day of May A. D. 1882 Heretofore to wit= on the 6th day of April 1881 the following Petition was filed with the Clerk of said Court which reads as follows, to-wit=

Petition

3815

U. N. Baxter

vs

Eva L. Chesney

T. N. Chesney and Charles Shellis &c.

Court of Common Pleas, Union County O.

The Plaintiff says that on the 11th day of March A. D. 1881 the Plaintiff obtained a judgment and award of execution against the said Eva L. Chesney in the District Court of said County of Union Ohio at its said March term for the sum of two hundred and fifty three and 77/100 Dollars with interest debt and $. costs and said District Court caused said judgment and award of executions to be remanded to this Court of Common Pleas of said County for executions and the same being so remanded an execution issued against said Eva L. Chesney's separate estate by the Clerk of said Court on said Judgment on the 4th day of April A. D. 1881 and was placed by Plaintiff in the hands of the Sheriff of said County who was unable to find any property personal or real whereon to levy to satisfy said execution and said Eva L. Chesney has no property or lands whereon to levy to satisfy said judgment and the said Sheriff therefor returned said writ and endorsed thereon that said Eva L. Chesney hath no goods or chattels lands or tenements whereon to levy to satisfy this execution. The said judgment remains in force unpaid, unreversed and the Plaintiff is still the owner thereof and is entitled to the same with interest from the 5th June A. D. 1880.

The said Eva L. Chesney is a married Woman as being the Wife of Thomas N. Chesney and has a separate and ____ estate of her own. That as a part of said separate Estate she had a large amount of shock corn grown on the farm which she owned as her separate Estate and which was formerly levied upon as the property of E. L. Chesney to satisfy this said Claim in which Judgment had been rendered against said E. L. Chesney but which said Eva L. Chesney replevied from the Sheriff as her individual and separate property and then sold the same to said Charles Shellis Jr in consideration of three hundred and twenty four Dollars to be paid to her as soon as said suit in replevin should be decided. That said action in replevin is still pending in this Court and said sum has not been paid but remains due the said Eva L. Chesney from said Charles Shellis Jr. The exact sum Plaintiff cannot state but from information and belief gives it at said sum of three hundred and twenty three or four Dollars which sum the Plaintiff says in equity should be paid and applied on said Judgment of the Plaintiff against said Eva L. Chesney and therefor Plaintiff prays that he may have an order of this Court requiring said Shellis to pay said sum which he owes said

Precipe

Summons

Endorsed Returned

Summons

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Eva L. Chesney into this Court to be applied upon said Plaintiffs said claim against her. And that such other relief may be granted Plaintiff as may be law-ful and right Robinson & Pipes and K.L. Woodburn Attys for Plaintiff.

The State of Ohio.
Champaign County, SS. W. H. Baxter Plaintiff being duly sworn deposes and says the allegations in the foregoing petition are true in substance and in fact

Signed "W.H. Baxter"

Sworn to before me and signed in my presence this 5th day of April A.D. 1881
(Seal) "W. C. Paugborn Notary Public"

Precipe — To the Clerk &c. Issue summons to the Defendants and endorse Petition for equitable relief and the application of credits to the payment of Judgment. R. & P. & R.L. W. Attys for Plff
Also issue to Sheriff of Champaign County as above R. & P. & R.L. W. Attys for Plff

Afterward on the 6th day of April A.D. 1881 Summons was issued to the Sheriff of Union County by the Clerk of said Court which reads as follows, to wit:

Summons — The State of Ohio.
Union County, SS. To the Sheriff of Union County, Greeting:

We command you to notify Eva L. Chesney and F. W. Chesney and Chas Phellis Jr that they have been sued by W. H. Baxter in the Court of Common Pleas of Union County, and that unless they answer by the 7th day of May A.D. 1881. the Petition of the said W. H. Baxter 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 of the 18th day of April A.D. 1881.
Witness my hand and the seal of said Court, this 6th day of April A.D. 1881

Signed "W. M. Winget, Clerk"

Endorsed — "Dft action for equitable relief and application of credits to the payment of Judgment"
Returned — The State of Ohio.
Union County, S.S. Rec'd this writ appril 6th A.D. 1881. at 11. o'clock A.M. and pursuant to its command, I served the same by delivering a certified Copy thereof with the endorsements thereon to Charles Phellis Jr on the 9th day of April A.D. 1881. The within named F.W. Chesney and Eva L. Chesney were not found in my County. Servic .30 m 2.40 Copy .60 Total $3.30 "John Habrusack, Sheriff."

Afterward on the 9th day of April A.D. 1881. Summons was issued by the Clerk of said Court to the Sheriff of Champaign County which reads as follows, to wit:

Summons — The State of Ohio.
Union County, SS. To the Sheriff of Champaign County, Greeting:

We command you to notify Eva L. Chesney and F. W. Chesney that they have been sued by W. H. Baxter in the Court of Common Pleas of Union County, and that unless they answer by the 7th day of May A.D. 1881. the Petition of the said W. H. Baxter 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 April A.D. 1881.
Witness my hand and the seal of said Court this 19th day of April A.D. 1881
(Seal)
W.M. Winget, Clerk.

Dft action for equitable relief and the application of credits to the payment of Judg't.

Robinson Pipes & Woodburn
Attys for Plaintiff

Return

The State of Ohio.
Champaign County, SS. Received this writ April A.D. 1881, at 6 o'clock P.M. and pursuant to its command I served the within named Eva L. Chesney and P. K. Chesney by delivering to them personally a true Copy of this writ. Fee, service .40 Mileage 1/2 Copy .32 Doc. & rc .36 return .30 Total $3.35
Joseph Chamberlain Sheriff per K. P. M. Dep'y

Afterward on the 15th day of Sept. A.D. 1881 the following answer was filed with the Clerk of said Court which reads as follows:

Answer

3815

W. H. Baxter
vs
Eva L. Chesney et. als

State of Ohio, Union County, SS.
To the Court of Common Pleas.

P. K. Chesney one of the Defendants herein for his separate answer says: that he is now and for more than the last three years last has been a resident of the State of Ohio, the head of a family and not the owner of a homestead, and that during all that time he has been engaged in the business of agriculture. That during the month of August A.D. 1880 the Plaintiff having a Judgment against this Defendant caused executions to issue thereon and the same to be levied upon a large amount of personal property belonging to this Defendant. That upon said levy being made this Defendant demanded of the officer holding said writ of execution that he set off and allow him such property as was exempt from execution, said to be worth $600.00, in worth of other property in lieu of a homestead. That such proceedings were had, that on the 17th day of August A.D. 1880 the said officer caused said exemption to be made, and $600.00 worth of property set off to this Defendant in lieu of a homestead as well as the property specifically exempt and said officer took all of this Defendants other property and applied it upon said execution. That during the month of March A.D. 1881 said Eva L. Chesney sold said corn to said Phillis and the said Phillis gave her in payment therefor a check on the Bank for the sum of $317.60.

That afterward during said month of March and long before this suit was brought this Defendant still being the owner and possessor of said property so set off to him traded the following portion of it to said Eva L. Chesney for the said Check and Phillis claim to-wit: One sorrel mare 11 years old, One sorrel colt, one sorrel filly, 1 year old one yearling roan colt, one brown mare, one black mare, one white cow, one gray mare and colt.

This Defendant therefore became the owner of said check and of the money due thereon, being the Phillis claim as mentioned in the Plaintiffs petition. That from and after said date the said Phillis was not indebted and he is not now indebted to said Eva L. Chesney in any sum whatever. That afterward long before this suit was brought, to-wit: about the 16th day of March A.D. 1881 the said Eva L. Chesney sold at public auction all the said property so traded her by this Defendant as aforesaid and the received payment therefor.

This Defendant avers that he became the owner of said check and Phillis claim and entitled to the money due therefor long before this was commenced. That after he became the owner thereof the same was exempt and not liable to be subjected to the payment of the Plaintiffs claim or any part thereof.

That this Defendant has a wife and three small children depending upon him for support. That he has no property not exempt by law and that the money due him for said corn was in lieu of property set off to him as aforesaid.

Amended Petition

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And the same is and was necessary for the support of his said family. Wherefore this Defendant asks this said claim may by the Court here declared exempt from payment of the Plaintiffs claim or any part thereof and that this case may be dismissed and that he may go hence and recover his costs herein expended and for all proper relief.

Signed "Cameron & Burton Attys for Defendant"

The State of Ohio.
Union County. SS. F. W. Chesney first being duly sworn says the facts stated and allegations made in his foregoing answer are true as he believes.

Signed "F. W. Chesney."

Sworn to before me by said F. W. Chesney and by him signed in my presence this 15th day of September A.D. 1881

Signed "W. M. Winget, Clerk"

Afterward on the 14th day of Oct 1881, the following amended petition was filed with the Clerk of said Court which reads as follows!

W. H. Baxter &c

Amended Petition

Eva L. Chesney.
J. W. Chesney
Charles Phillis Jr.
James. McCloud

Court of Common Pleas,
Union County Ohio.

The plaintiff says that on the 11th day of March 1881, the plaintiff obtained judgment and award of execution against Eva L Chesney in the District Court of Union County Ohio at its March term 1881 for ten hundred and fifty three 77/100 dollars debt and ₵ Costs, and demanded said judgment to this Court for execution and the same being remanded, an execution issued against her on said judgment for her separate estate on the 4th day of April 1881, and was returned by the Sheriff of this County "no goods or lands found to levy on to satisfy said execution and she has no property or land liable to levy on execution to satisfy said judgment; said judgment remains in full force & unsatisfied and the whole thereof is still due to the plaintiff.

The plaintiff further says that she and the defendant, J. W. Chesney are husband and wife and that said J. W. Chesney was and is liable for the payment of said judgment; that on the 6th day of June last the June term 1880 of this Court a judgment was rendered against said J. W. Chesney in plaintiff's favor for $1033 77/100 being the same claim for which said District Court rendered judgment and awarded execution against his wife said Eva L. Chesney and said judgment still remains in full force and effect, unpaid and due the plaintiff, and said J. W. Chesney.

hath no property real or personal liable to levy in execution to satisfy said judgment.

That Charles Shellis is indebted to said Eva L. Cheney in the sum of $31.00 and James McCloud holds notes not yet due the property of said J.W. Cheney and Eva L. Cheney, to the amount of about Six Hundred dollars, but the exactment thereof plaintiff has been unable to ascertain and cannot state, nor can he state the name of the makers of said notes; that said notes were taken in the name of A.R. Bigalow and placed in the hands of James McCloud as his trustee and agent of said Bigalow and said Cheneys but the same are the property of said Cheneys; all placed in the name of said Bigalow and deposited with the said McCloud to secure said Bigalow as their surety on an appeal Bond in said District Court, and to conceal the same from the plaintiff and prevent him from collecting said judgments. The said McCloud, will, unless restrained by the injunction of this court deliver said notes to said Cheneys & they will convert the same into money and thereby prevent the plaintiff from receiving the sums due thereon, to apply on his said Judgment.

The plaintiff asks that said McCloud be required in his answer to describe said notes and the amounts due thereon and bring the same into court, and that on final hearing that an order be granted by the Court requiring that the same be applied in payment of said judgments in the plaintiffs favor and if the said McCloud has collected any of said notes and has any money in his hands arising therefrom that he be required to pay the same over to be applied in payment of said judgments aforesaid and that said Cheneys be enjoined from receiving any sum from said Shellis and from said McCloud and from either of the persons who gave either of the said notes given to A.R. Bigalow for the benefit of themselves and deposited with said McCloud, and the said McCloud be enjoined from paying any moneys to said Cheneys and from delivering said notes to them or any other person for other proper relief.

Robinson & Piper & R.L. Woodburn Attys for Pltff

The State of Ohio,
Union Co ss. A.H. Baxter being duly sworn, deposes and says the several allegations of the foregoing amended petition are true.

Signed A.H. Baxter.

Sworn to before me and signed in my presence this 14th of Oct 1881

Signed. H.H. Winget Clerk

Precipe To the Clerk, Issue summons to James McCloud, J.W. Cheney and Eva L. Cheney, and endorse "petition for equi-

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table relief and for injunction" R.ᵐᵉ P. & R.L.W. Atty for Plff
Issue summons to Sheriff of Champaign Co. & endorse "petition for equitable relief: injunction allowed on amended petition. R.ᵐᵉ P."
Afterwards on the 14th day of Oct 1881. Summons was issued to the Sheriff of Union Co which reads as follows.
The State of Ohio

Summons

Union Co SS. To the Sheriff of Union County Greting:
You are commanded to notify F.W. Cheney Eva L. Cheney and James McCloud that they have been sued by amended petition W.H. Baxter in the Court of Common Pleas of Union County and that unless they answer by the 12 day of November A.D. 1881, the petition of the said W.H. Baxter against them filed in the Clerk's office of said Court, such petition will be taken de true, and judgment rendered accordingly.
You will make due return of this summons on the 24th day of October A.D. 1881
Witness my hand and the seal of said Court this 14th day of October A.D. 1881
Signed W.H. Minget Clerk.

Endorsed "In action for equitable relief and for injunction"
Return The State of Ohio
Union Co SS. Received this writ October 14th A.D. 1881, at 11 o'clock A.M. and pursuant to its command, I served the same by delivering a certified copy thereof with the endorsements thereon to F.W. Cheney and James McCloud on the 14th day of October 1881. Eva L. Cheney was not found in my County. Service 45 c. M 2 cc copy 40 Total $2.85.
John J. Denseck Sheriff

Afterward on the 14th day of October 1881 the following reply was filed with the Clerk of said Court which reads as follows.

Reply

W.H. Baxter
vs
Eva L. Cheney } Court of Common Pleas Union County Ohio

The plaintiff admits that Defts F.W. Cheney is the head of a family and resident of Ohio and that he had property set off to him in lieu of a homestead as alleged in his answer and that the balance of the property levied on by execution was replevined out of the hands of the Sheriff by said Eva L. Cheney and obtained Judgment in said cause against W.H. Baxter for costs, but the plaintiff denies all the other allegations of said answer.
Robinson & Piper & R.L. Woodburn Attys for Plff

The State of Ohio
Union Co SS. W. H Baxter being duly sworn deposes and says the allegations of the foregoing reply are true.
W. H Baxter.
Sworn to before me and signed in my presence
Oct 12th 1881 W. H Kenget Clerk.
Afterwards on the 31st day of October 1881 the following Summons was issued to the Sheriff of Champaign County which reads as follows:
The State of Ohio
Union County SS. To the Sheriff of the Co of Champaign Greeting:
We command you to notify Eva L. Chesney and T. W. Chesney that they and others have been sued by W. H Baxter in the Court of Common Pleas of Union County and that unless they answer by the 19th day of November A.D. 1881, the petition of the said W. H. Baxter 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 31st day of October A.D. 1881
Witness my hand and the seal of said Court, this 22 day of October A.D. 1881
W. H Kenget Clerk.
Endorsed Return
Action for equitable relief, injunction allowed on amended petition"
The State of Ohio
Champaign Co SS } Received this writ Oct 24th A.D. 1881 at 10. o'clock A.M. and pursuant to its command I did on the 28th day of Oct 1881 serve the within named Eva L Cheney and T. W. Cheney by delivering to them a true copy of this writ with indorsements thereon. Service $.50 Mileage $1.00 Copy .30 Postage .06 Total $3.03
J. F. Chamberlain Sheriff
per R. D. Wilkens Deputy.
Afterward on the 10th day of November, 1881, the following answer was filed with the Clerk of said Court which reads as follows.
No 3815 Answer
W. H Baxter vs. Eva L Cheney et al } In the Court of Common Pleas of Union County Ohio,
And now comes the said defendant Jas McCloud and for his separate answer to plaintiff's amended petition herein filed says: that he denies, that at the time of filing said amended petition he held any note, the property of T. W. Cheney and Eva L Cheney, either as agent for said A. R Bryadow or in any other capacity, and said defendant James McCloud denies each and every allegation in said petition contained so far as said allegations relate or refer to this said

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defendant.

This defendant therefore asks that on the final hearing hereof, the temporary injunction heretofore granted herein against him be dissolved and that he be adjudged to go hence without day and recover of said Plaintiff his costs herein expended and for all proper relief.

A. J. Carpenter } W. McClintock Atty for said Deft

The State of Ohio }
County of Union ss }

James McCloud being sworn makes oath that the facts stated in the foregoing answer are, as affiant believes true.

Signed James McCloud.

Sworn to by said James McCloud before me and signed by him in my presence this 10th day of November A.D. 1881.

H. H. Munger Clerk.

Afterward on the 28th day of November 1881, the following answer, was filed with the Clerk of said Court which reads as follows:

Answer

W. J. Baxter Plaintiff } State of Ohio Union County ss.
vs } In the Court of Common Pleas
T. W. Cheney et al Def'ts }

Now comes said defendants T. W. and Eva L. Cheney and for answer to the petition of the said plaintiff say: "The said Thomas W. Cheney is now and for many years past has been a resident of the State of Ohio, the head of a family and not the owner of a homestead and that during all that time he has been engaged in the business of agriculture.

That during the month of August 1880, the plaintiff having a judgment against this defendant caused execution to issue thereon and the same to be levied upon a large amount of personal property belonging to said T. W. Cheney.

That upon said levy being made this defendant demanded of the officer holding said writ of execution that he set off and allow to him such property as was exempt by law and also $500.00 worth of other property.

That such proceedings were had; that on the 17th day of August 1880 the officer holding said writ caused said exemption to be made and $500.00 worth of property set off to the defendant T. W. Cheney in lieu of a homestead as well as the property specifically exempt, and said officer took all of the said T. W. Cheney's other property and applied it upon said execution.

That during the month of March 1881, said Eva L.

Cheney sold said corn to said Phellis and the said Phellis gave her in payment therefor a check on the Bank for the sum of $31.50.

That afterward during said month of March, said T. W. Cheney still being the owner and possessor of said property so set off to him, traded the following portion of it to said Eva L. Cheney for the said check & Phellis claim to wit: 1 sorrel mare, 1 sorrel colt and one sorrel filly, one yearling colt, one brown mare and black mare, one white cow and one gray mare and colt.

The said T. W. Cheney thereupon became the owner of said check and Phellis claim as mentioned in the plaintiffs petition. That from and after that date, the said Phellis was not indebted and he is not now indebted to said Eva L. Cheney in any sum whatever.

The said T. W. Cheney avers that he became the owner of said check and Phellis claim and entitled to the money due thereon long before this suit was brought; that after he became the owner thereof the same was exempt and not liable to be taken or subject to the payment of the plaintiffs claim or any part thereof.

That the said T. W. Cheney and Eva L. Cheney are husband and wife, living together as such and they have three small children depending upon them for support; that they have no property not exempt by law and that the money due from said Phellis is in lieu of a homestead property set off and is hereby selected and claimed and is exempt; that neither of these defendants have a homestead and and the said Phellis claim is necessary for their support and the support of said children.

The defendants further deny that at the time this suit was commenced, or at any time since, said McCloud had any of their money or notes in his possession or under his control, or that said McCloud has now or has had since this suit was brought any notes or other property of either of the defendants taken in the name of A. R. Bigalow or otherwise, or that they or either of them have any such notes.

Wherefore these defendants ask that said Phellis claim may be allowed them in lieu of a homestead and be by the Court declared exempt from the payment of any part of the plaintiff's said claim, and that they may be dismissed with their costs.

Cameron & Benton
Atty's for T. W. & Eva L. Cheney.

State of Ohio
Champaign County, ss } T. W. Cheney one of the defendants being sworn says the facts stated and the allegations made in his foregoing answer, are true as he believes. Signed T. W. Cheney.

Entry

Sworn to before me by said T. W. Chesney and by him signed in my presence this 26th day of November 1881
N. E. Parkyborn, Notary Public.

Afterward on the 13th day of May 1882. the following entry was filed with the Clerk of said Court. which reads as follows.

Entry

W. H. Baxter
vs
Eva L Cheney et als

This day came on this cause to be heard on the pleadings and agreed statement of facts, as evidence and was argued by Counsel, whereupon, the Court find that said Eva L. Cheney has a right to have and to hold said $31 50/100 owing by Charles Phillis Jr. as exempt from application in payment on said Judgment, against her under the exemption laws of Ohio in lieu of a homestead notwithstanding her husband had his set off as stated in said agreement of facts, and therefore find in her favor and dismiss the plaintiffs petition

Thereupon the plaintiff moved the Court for new trial for reasons stated in said motion, whereupon the Court overruled said motion to which plaintiff excepted and asked the Court to sign and seal his Bill of exceptions, which is accordingly done and thereupon the Court do order and decree that said defendants go hence without day and recover of the plaintiff their costs herein expended taxed to $

And the Court signed and sealed the plaintiffs Bill of exceptions marked "A" and ordered the same to be recorded as part of the record of this cause.

Heretofore on the 8th day of May 1879. the following demurrer was filed with the Clerk of said Court which reads as follows.

W. H. Baxter Plaintiff
vs
T. W. Chesney and
E. L. Chesney Defts

The said defendants E. L. Cheney demurs to the amended petition of the said plaintiff and for cause says said amended petition does not contain sufficient fact to entitle the said plaintiff to a Judgement against said defendant. Facts sufficient to constitute cause of action are not stated in said petition

Attst: J. Q. Burgner, Clerk.

Petition 2419

Heard before the Hon John A Price 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 12th day of September A.D. 1882. Heretofore towit = on the 7th day of April 1877 the following petition was filed with the Clerk of said Court which reads as follows towit;

Lemuel Myers Plaintiff
vs
Edward Thomson, Hugh Thomson, William B. Thomson
Kate Hazen & Geo B. Hamilton
Defendants

In the Court of Common Pleas
Union County Ohio.

The plaintiff complains of the defendants in that the said George B. Hamilton was on or about the day of Jan 1876 the owner of and tenant for life of a life estate in the following real estate situated in the County of Union and State of Ohio, as follows towit.

Beginning at a line stone with brick and pieces of rock about it and a hickory and elm stumps N.E. corner to Carothers Survey No 7008 = thence with the North line of said survey. S. 72° W. 28 poles to a stake in the center of the Delaware and Kenton free turn pike. Thence with said pike South 22° 40 E. 4.1 poles and 18 links to a stake at the intersecting of the County road leading by Richard Irvine; thence with centre of said road N 86° 10 E. 14.9 poles and 8 links forming the East line of Survey No 7008 at 2.3 poles and 21 links to a stake and three beeches (gone); thence N. 2° 50 W. 132 poles and sixteen links to a stake in the North line of Survey 6293; thence with said line S 7½° W. 110 poles 16 links to a stake corner to a 14 acre piece of Survey 6293 belonging to H.S. Rose; thence with the line of said lot S. 16° E. 47 poles to a stake corner to said lot: Thence S. 81½ W 46 poles to a stake corner to said lot in the west line of survey 6293. Thence with said line S 16° E. 43 poles to the beginning containing 11 acres and 130 poles.

That about said time said Hamilton contracted and bargained with the Plaintiff to release quit claim and transfer to the plaintiff all the estate title and interest of the said Hamilton in said described real estate.

Plaintiff says that he took possession of said premises under and by virtue of his said agreement with the said George B. Hamilton about the 1st of April 1876.

The Plaintiff further says that about the year 1870 there was a special tax assessed upon said premises by order of the Commissioners of said County for a certain public improvement on the line of said land.

Known as the Richwood and Thurstin free turn pike said assessment and improvement were made in pursuance to the Statutes of said State of Ohio

That said special tax so as aforesaid assessed amounted to the sum of $40.00 per year, and was paid by said Hamilton, each year, during his ownership of said life estate, and by the plaintiff since; by his said contract, he became the owner of said life estate. Plaintiff says that his interest in said premises is as follows, to-wit; the right to occupy use and enjoy the same, together with all the rents and profits arising therefrom during the natural life of one James J. Thomson, the former occupant and owner of said premises whose residence is now unknown to the plaintiff, and that he the plaintiff is bound to pay all taxes upon said property.

The Plaintiff further represents to the Court the defendants Frank Thomson, Edward Thomson, W. E. Hazen and Kate Hazen, children of the said James Thomson are the owners in fee of said premises, subject to said life estate.

Plaintiff further represents to the Court that said special assessment of tax upon said premises has been and is a heavy burden upon the life estate aforesaid, and without any adequate benefit to be derived by the owner of said life estate from said improvement

Plaintiff says that about the year 1874, a second special assessment of tax upon said property was made by order of the said Board of Commissioners for the making a certain public improvement along the South line of said premises to-wit: the Ottaway free turnpike, which assessment has been paid in pursuance thereof by said Hamilton and the Plaintiff during their respective ownership of said life estate as aforesaid, $60.00 per year.*

Plaintiff says that the said George B. Hamilton has not yet reconveyed and transferred by deed to him said life estate in said premises, but that by his contract with said Hamilton, he the plaintiff is the real owner of the same and entitled to the relief sought by this factum

Plaintiff says that said improvements are of a lasting and permanent benefit to said premises by way of enhancing the value thereof to the owners of the fee, but of no material value to the owner or owners of said life estate,

Plaintiff therefore prays that an estimate may be made by the Court of the proportionate benefit of said improvements between the plaintiff and the defendants, Frank Thomson, Edward Thomson W. E. Hazen and Kate Hazen owners of the fee in said

* This is a third special assessment for the same purpose made by the Richland Co. Commissioners which was paid by said plaintiff as aforesaid, to-wit: $12.00 per year.

premises, and that the costs of the same assessed assessed against the premises be apportioned between the Plaintiff and said owners in fee, in proportion to the relative value of said improvement to their estates respectively upon the principles of equity. And further that said defendants owners in fee as aforesaid be adjudged by the Court to pay to said plaintiff the amount so found by the Court to be their equitable share of the costs of said improvements paid and to be paid by the plaintiff and the said George B. Hamilton and that said judgment and decree be a lien upon said premises and that in default of the payment of the same by a time to be fixed by the Court that the estate of said defendants in said premises be sold as upon ordinary execution, and said taxes paid out of the proceeds thereof and for all other and further relief the case may demand.

P. R. Kerr, Atty for Plaintiff

State of Ohio
Union County ss. } Lemuel Myers the Plaintiff being sworn says the statements in the foregoing petition are true as he believes

Lemuel Myers

Sworn to before me and subscribed in my presence this 7th day of April 1877

N. J. Woods J.P.

Praecipe — Clerk will issue summons to Defendants H E Hagen and Kate Hagen and send to Sheriff of Marion County, and for G. B. Hamilton and Edward Thompson. ~~to~~ Sheriff of Union County.

Afterward on the 7th day of April A D 1877, Summons was issued to the Sheriff of Union County, 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 H. E. Hagen & Kate Hagen that they and others have been sued by Lemuel Myers, 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 Lemuel Myers against them filed in the Clerks office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 16th day of April A. D. 1877.

Witness my hand and the seal of said court, this 7th day of April A D 1877. N. J. Wright Clerk.

Return — The State of Ohio. Union Co. ss. } Received this writ April 7th A D, 1877 and pursuant to its command notified.

Return

Demurrer.

the within named W. S. Hazen and Kate Hazen April 13th 1877. by delivering to each of them a certified copy of this writ with the endorsement thereon. Service 5.5¢ Mileage $2.00 Copy 40¢. Return 15¢ Total $3.10 D. J. Miller Sheriff

Afterward on the 7th of April 1877 Summons was issued to the Sheriff of Union County, by the Clerk of said Court which reads as follows.

Summons

The State of Ohio } To the Sheriff of the County of Union: Greeting
Union County SS }

We command you to note Jas B Hamilton and Edward Thomson and others that they have been sued by Samuel Myers in the Court of Common Pleas of Union County and that unless they answer by the 5th day of May A.D. 1877, the petition of the said Samuel Myers, against them filed in the Clerks office of said Court, such petition will be taken as true and Judgment rendered accordingly.

You will make due return of this summons on the 16th day of April A.D. 1877.

Witness my hand and the seal of said Court this 7th day of April A.D. 1877

W. M. Kinget Clerk.

Return

The State of Ohio } Received this writ April 7th A.D.
Union County SS } 1877, and pursuant to its command notified the within named J.B. Hamilton April 13th 1877 by delivering to him a certified copy of this writ with the endorsements thereon. And April 13th 1877 notified the within named Edward Thompson by leaving at his residence a certified copy of this writ with the endorsements thereon. Service 5.5¢ Mileage $1.50. Copy 40¢. Return 15¢. Total. $2.60.

D. J. Miller Sheriff.

Afterward on the 24th day of April 1877, the following demurrer was filed with the Clerk of said Court, which reads as follows.

Demurrer.

Samuel Myers
against
Edward Thomson Frank Thomson Wm E. Hazen Kate Hazen & G.B. Hamiltons

In Union County Court of Common Pleas.

And now comes Wm E Hazen and Kate Hazen by their Atty's and file this their demurrer to the petition of the Plaintiff and for cause of Demurrer says, 1st They say that said petition does not state facts sufficient to constitute a cause of action against them or any one else. 2d That the petition shows on its face that the Plaintiff has right to the relief demanded. 3d That the Plaintiff has no capacity to sue.

Scofield & Johnson
Atty for W. S. Hazen & Kate Hazen

Afterwards upon the 15th of Oct. A.D. 1877 the following entry was made by the Clerk of said Court upon the Journal of the said Court, which entry reads as follows.

Entry

Lemuel Myers
vs
Edward Thomson et als

This cause came on to be heard on demurrer to petition of plaintiff, Demurrer sustained. Leave granted to plaintiff to amend his petition, in 30 days from the rising of this Court, and leave granted the defendants to answer in 25 days thereafter.

Afterward on the 9th of Sept A.D. 1878 the following amended petition was filed with the Clerk of said Court which reads as follows.

Amended Petition

Lemuel Myers Plaintiff
vs
Edward Thomson, Jas T. Thomson
Wm E. Hazen, Rob Hazen &
Geo B. Hamilton,

In Court of Common Pleas Union Co Ohio

By leave of the Court the Plaintiff by way of amended petition says:

That the Defendant George B. Hamilton was on or about the 1st day of Jan. 1876, the owner of and tenant for life of a life estate in the following real estate situate in County of Union and State of Ohio as follows to-wit: Beginning at a lime stone with brick and pieces of rock about it, and a Hickory and Elm Stumps N.E. corner to Courtneys Survey No. 7008, = thence with the North line of said Survey S. 7½° W. 28 poles to a stake in the centre of the Delaware and Denton Free Turn Pike = thence with said pike South 22° 4° E 44 poles, and 15 links to a stake at the intersecting of the County road leading by Richard Irving: thence with said road N. 76° 16' E. 149 poles 5 links, passing the east line of survey No 7008 at 53 poles and 21 links to a stake and three beeches. (gone) Thence N 2° 50' W. 133 poles and 16 links to a stake in the North line of Survey No 6293. Thence with said line S 7½° W. 110 poles & 15 links to a stake, corner to a 14 acre piece of Survey 6293 belonging to N. S. Rose: thence with the line of said lot S. 16° E. 47 poles to a stake corner to said lot. Thence S. 81½ W. 45 poles to a stake corner to said lot in the west line of Survey No 6293 Thence with said line South 16° E. 43 poles to the beginning containing 110 acres and 130 poles. That on or about said 1st day of Jan 1876. said George B. Hamilton contracted and bargained with the plaintiff Lemuel Myers to release quit claim and transfer to said Myers all the Estate, title and interest of the said G. B. Hamilton in the said above described real estate for a valuable consideration paid and to be paid by said Myers.

Plaintiff says that he took possession of said premises under and by virtue of said Contract with the said Geo B Hamilton, about the 1st day of April 1876, and is still in full possession and enjoyment of the same, as first cause of action.

Plaintiff further says that about the year 1876 while the said Hamilton was the owner of said, Life Estate, in said premises, a Special Tax was assessed upon said premises by order of the Commissioners of said County of Union, acting under, and by authority of the Statutes of the State of Ohio in such cases made and provided, for the purpose of Making a certain Public Improvement through of said land known as the Rockwood and Pharisburg Free Turn Pike. That said Special Tax, so as aforesaid assessed, amounted to the sum of $40.00 per year, and was paid by the said George B Hamilton each year after the levying of the same, during his ownerships of said Life Estate, and by the Plaintiff since by this said Contract he became owner of said Life estate amounting in all to the sum of $200.00 For second cause of action Plaintiff says that about the year 1875, a second special assessment of tax was made upon said premises by said Commissioners of the County in pursuance of the Statutes as aforesaid, for the purpose of making a certain Public Improvement along the South line of said land, known as the Ottawa Free Turn Pike, amounting to the sum of $60.00 per year which assessment has been paid by said Hamilton and Myers each year during their respective ownerships of said Life Estate amounting in all to $300.00 paid and to be paid.

For a 3d Cause of action Plaintiff says that about the same year, 1874 a third special assessment of tax was made upon said premises by order of the same Board of Commissioners pursuant to the Statutes as aforesaid for the purpose of making a certain Public Improvement known as the Rockwood & Hoskins Free Turn Pike amounting to the sum of $12.00 per year, which was paid by said Hamilton and Myers as aforesaid, in all $60 paid and to be paid Plaintiff says that the Estate of the said George B. Hamilton in said premises, and which he by his said agreement with the Plaintiff he was and is bound to convey to said plaintiff is the right to occupy, use and enjoy the same together with all the rents and profits arising therefrom during the natural life of one James J. Thomson, the former occupant and owner of said premises, who is

still living but whose residency is now unknown to the Plaintiff, and that the said Geo. P. Hamilton in his said agreement with the Plaintiff told the Plaintiff that he Hamilton had paid the aforesaid special tax, and then and there assigned and transferred to the Plaintiff all his claim against the owners in fee of said premises for their just and equitable share of said special tax and thereby authorized the Plaintiff to collect and retain the same for his own use and benefit.

The Plaintiff says that the defendants Frank Thompson Edward Thompson, and Sarah Hazen (intermarried with the said W. E. Hazen) children of the said James Thompson are the owners in fee of said Premises subject to said Life Estate, and that they nor either of them have never paid apart or portion of said special tax nor refunded to said Hamilton or Myers any part of the same paid by them or either.

Plaintiff further represents to the Court that said Special Assessment of tax upon said premises have been and are a heavy burden upon said life estate, and without any adequate benefit to be derived (therefrom) by the owners of said Life Estate.

But that said improvements are a lasting and permanent benefit to said Estate in Fee by way of enhancing the worth and value of the said premises, and that in Equity and Justice the larger proportion of said special tax should be paid by the owners of the estate in fee. Wherefore Plaintiff prays that an estimate may be made by the Court of the proportionate benefit resulting to said premises between the said Life Estate and the said Estate in fee, and that the costs of the same as aforesaid assessed against said premises be apportioned between the Plaintiff or owner of said life Estate, and the defendants the owners of said Estate in fee, in proportion to the relative value of said improvements to these estates respectively upon the principles of equity, and further that said defendants, owners in fee be adjudged by the Court to pay to said Plaintiff the amount so found by the Court to be their just and equitable share of said special tax paid and to be paid by the Plaintiff and the said George P. Hamilton, and that said judgment and decree may be adjudged to be a lien upon said Estate in Fee in said premises, and for other relief the case may demand.

P. R. Kyger Atty for Plaintiff

State of Ohio, Union County, SS } Lemuel Myers being sworn says the statements and obligations in the foregoing petition are true.

L. Myers.

Affidavit.

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Sworn to before me and subscribed in my presence this Sixth day of Sept. 1880. W.B. Burkett Notary Public Union Co. Ohio

Afterward on the 10th day of July 1880 the following affidavit was filed with the Clerk of said Court, which reads as follows.

Affidavit.

Samuel Myers
vs
Frank Thompson
Edward Thomas, etals
} Court of Common Pleas Union Co. Ohio,

The affiant P.R. Kerr, being sworn says he is the attorney for the Plaintiff and that the above action is brought to obtain lien upon certain lands in said County of Union for certain taxes paid thereon by the Plaintiff and that the said Frank Thomson one of the defendant is a non resident of the said State of Ohio,

P.R. Kerr,

Sworn to before me and subscribed in my presence this 10th day of July 1880.

F.F. Hunger Clerk,

Afterward on the 24th of Aug. 1880 the following certificate with advertisement annexed, was filed with Clerk of said Court of which the reading is as follows,

Certificate of Publication

The State of Ohio }
Union Co SS. } I Robert Smith do make oath that the advertisement of which the annexed is copy was published for six weeks to wit, July 15, 22, 29, Aug 5, 12, 19th A.D. 1880, in the Rockwood Gazette, a weekly newspaper, printed in and being of general circulation within said County and of which I am one of the editors

Robert Smith

Sworn to and subscribed before me, this 23d day of August A.D. 1880,

S.S. Gardner Justice of Peace

Annexed Legal Notice

Frank Thomson of the State of Pennsylvania will take notice that Samuel Myers has filed his petition in the Common Pleas Court of Union Co Ohio, against him and other heirs of J.J. Thompson, praying that an equitable share of the special tax for building gravel roads, levied on certain lands in said county in which the said Myers has a life estate and said heirs of J.J. Thompson have the title in fee, may be assessed against said owners in fee, and that he is required to answer said petition by the 4th day of September 1880.

P.R. Kerr,
Atty for Pl'ff.

Afterwards on the 8th of Sept 1880. the following demurrer was filed with the Clerk of said Court, which reads as follows.

Demur

Lemuel Myers
vs
Edward Thompson.
} Court of Common Pleas Union County Ohio.

And now come the defendants, Edward Thomson and Frank Thompson, by their Atty's and file this their demur to the petition & amended petition of Plaintiff and for grounds of demur, say

1st That said petition does not state facts sufficient to constitute a cause of action against them.

2d That the Plaintiff has not legal capacity to sue.

3d There is a defect of Parties Plaintiff

Sidney Carpenter Broderick Atty's for Thompson

Afterwards on the 14th of Sept. 1880 the following Entry was placed on the Journal of said Court which reads as follows.

Entry

Lemuel Myers
vs
Edward Thompson et als
} This day this cause came on to be heard, on demur of the defendants Frank Thomson, and Edward Thomson, to the amended petitions, and the Court, being fully advised in the premises do overrule said demurrer, whereupon this cause was continued until next term of this Court, and the Plaintiff has leave to file a supplemental petition during the term and defendants have leave to answer in thirty days from filing of Court.

Afterward on the 11th of September 1880 the following Supplemental Petition was filed with the Clerk of said County which reads as follows.

Supplemental Petition

Lemuel Myers
vs
Frank Thomson et als
} Court of Common Pleas

And now comes Lemuel Myers the Plaintiff and by way of Supplemental Petition says that since filing the petition in this case, has fully paid all the assessments, mentioned in said petition and that the same amounting in all to the sum of $560.00

Therefore the Plaintiff prays for an order & decree of this Court. as in the orginal petition

P K Kerr. Atty for Plaintiff

State of Ohio,
Union County S.S.
} Lemuel Myers the Plaintiff being sworn says the allegations in the foregoing supplemental petition are true.

L. Myers.

Sworn to before me and subscribed in my presence this 13th day of Sept 1880

N. M. Kinget
Clerk of Court.

Answer.

1st Amended Petition

Afterwards on the 30th of December 1880 the following Answer was filed with the Clerk of said Court which reads as follows:

Answer.

Samuel Myers Plaintiff
Against
Edward Thompson
Frank Thompson
Wm E. Hazen 3rd
Kate Hazen Defendants
} Court of Common Pleas Union Co Ohio

And now come the said defendants Edward Thompson and Frank Thompson and for their answer to the Amended petition and Supplemental petition of said Plaintiff herein filed say;

That they deny each and every allegation in said amended and supplemental petitions contained.

Gardner Carpenter & Brodrick
Attys for Def'd.

The State of Ohio
County of Union } SS

J. M. Brodrick being sworn makes oath that he is one of the Attorneys of Record in the above action, that said defendants Edward Thompson and Frank Thompson are now absent from said County of Union, and that the facts stated in the foregoing answer, are as affiant believes true.

J. M Brodrick,

Sworn to by said J. M Brodrick before me and signed by him in my presence this 30th day of December A.D. 1880.

H. M. Winget Clerk

Afterwards on the 11th day of Jan A.D. 1881 the following 2d Amended petition was filed with the Clerk of said Court which reads as follows

2d Amended Petition

Samuel Myers,
vs
Edward Thompson
Frank Thompson 3rd
Kate & Wm Hazen
} Court of Common Pleas Union Co Ohio.

By leave of the Court, the Plaintiff now comes and files this his amended petition and says that on the 7th day of Sept. 1871, one Geo. B. Hamilton became the owner of a certain interest, towit, the absolute right of the use, and control during the natural life of one James J. Thomson, in the following described Real Estate Situate in Claibourne Tp, Union Co Ohio, towit. Beginning at a lime stone with brick and pieces of crock about it, and a hickory and elm stump S.E. Corner to Coulters Survey No. 7008. Thence with the North line of said Survey South 72° W. 38 poles to a stake in the center of the Delaware and Kenton Road, or free turnpike, Thence with said pike South 22° 4' E. 44 poles and 18 lnks to a stake at the intersecting of the County road leading by Richard Sowins; Thence with the centre of said road N. 86° 10'

E. 109 poles & 8 link passing the east line of survey
No 7008 at 23 poles and 21 links to a stake and
three beeches. Thence N. 2° 30' W. 132 poles and 16 link's
to a stake in the North line of survey No 6293. Thence with
said line S 87½° W. 110 poles & 10 links to a stake corner
to a 14 gen piece of survey No 6293, belonging to H. S.
Rose Thence with the line of said lot S. 16° E. 47 poles to
a stake, corner to said lot. Thence S. 81° W. 48 poles to
a stake corner to said lot in the west line of survey No 6293
Thence with said line S. 16° E. 43 poles to the beginning
containing 110 acres and 130 poles. Plaintiff says
the above premises were by deed conveyed to said George B
Hamilton by said James Thomson, which deed was
duly executed and delivered and acknowledged by said
James Thomson, before D. McLawrence, a Notary Public for
said County of Union.

Plaintiff says that on or about the 1st day of Jan 1876
said George B. Hamilton contracted and bargained with the
plaintiff, Lemuel Myers to release quit claim and trans-
fer to said Myers all the Estate, title and interest
of the said George B. Hamilton in said above described
premises for a valuable consideration paid and to be paid
by said Myers, and that he the plaintiff took possess-
ion of said premises under and by virtue of said contract
about the 1st day of April 1876 and is still in full poss-
ession and enjoyment of the same. Plaintiff further
says that about the year 1870 a special tax was assess-
ed against said above described premises while the said
D. Thomson was the owner of said life estate therein by
the Commissioners of said County of Union, acting under &
by the authority of the Statutes of the State of Ohio in such
cases made and provided, for the purpose of making a
certain Public Improvement on the west line of said
premises known as the Richwood and Pharisburg Free
Turn Pike. That said Special tax so as aforesaid assessed
against said premises was $29.50 payable in semi-
annual payments of $2.50 each, the first being pay-
able Dec 20th 1870 That said Special tax was paid in
full by George B. Hamilton except $19.50 which was
on the last years instalment making
the entire amount paid by Hamilton thereon $275.50
The plaintiff says that the instalments for 1870 to wit,
$9.50 were due and a lien on said premises when the
same were conveyed to said Hamilton Feb 7th 1871 and
was paid by Hamilton with other delinquent tax
es against said premises as a just consideration
for the same. That said Hamilton paid of said
assessments of special tax the remainder thereof to-
wit, the sum of $216.50 without consideration or re-

mgmeration from the said James) Thomson or any other person or persons

Second Cause of action. Plaintiff says that about the year 1874 a second special tax was assessed against said land by said Commissioners of Huron County in pursuance of the Statutes aforesaid, for the purpose of making a certain Public Improvement along the South line of said land known as the Ottawa Gravel Town Pike amounting to the sum of $300.00 payable in semi annual installments of $30.00 each, which said installments were paid in full by said George B. Hamilton during his ownership and possession of said premises and by said Myers, until all were fully paid Dec 1879.

Third Cause of action. Plaintiff says that about the year 1874, a third Special tax was assessed against said premises by said Commissioners in pursuance of said Statutes for the purpose of making a certain public improvement, known as the Richmond and Perkins Free Turn Pike, of $60.00 payable in semi-annual installments of $6.00 each, which said installments were fully paid by said Hamilton during his ownership and occupation of said Premises and by said Myers until all were paid in full Dec 1879.

Plaintiff says that by his said agreement with said George B. Hamilton for the purchase and transfer of said life Estate in said premises the said Hamilton represented to him, the Plaintiff, that he Hamilton had paid said installments of the said special assessments and that the owners in fee of said premises were bound by law to refund to him their equitable share of the same and in said agreement with the Plaintiff hereinbefore mentioned, and assigned to said plaintiff all his right therein against said owners in fee of said premises and thereby fully empowered and authorized the Plaintiff to collect, and retain the same for his own use and benefit, and that said Thomson is still living and is now of the age of 55 years; in feeble health.

The Plaintiff says that the defendants Edward Thomson, Frank Thomson and Kate Hagen (nee married with the said Wm E Hagen) children of the said James) Thomson, are the owners in fee of said premises subject to said life estate and that they nor either of them have paid or caused to be paid any part of said special tax so as aforesaid assessed against said premises, nor

refunded any part of the same to either Hamilton or Myers of the amounts paid by them.

Plaintiff further represents to the Court that said special tax upon said premises have been a heavy burden upon said life estate, and without any adequate benefits resulting from said improvements to said Life Estate.

But that said improvements are a lasting and permanent benefit to said estate in fee and that in equity and justice and by the provisions of the Statutes under which said assessments were made the larger proportion of the same should have been paid by said owners in fee.

Therefore Plaintiff prays that an estimate may be made by the Court of the proportionate or relative benefits resulting from said improvement to said life estate in said premises and the estate in fee, and that the costs of said improvements as aforesaid alleged may be apportioned between said life estate and Estate in Fee, according to said benefits and according to the Provisions of said Statutes, and Equity and right, and further that the defendants Edward Thomson, Frank Thomson, and Kate Hazen and Wm Hazen may be adjudged by the Court to pay the amount so found by the Court to be their just and equitable share of said assessment to the Plaintiff with interest thereon from time of payment by said Hamilton and Myers, and that said Judgment may be decreed to be and remain a lien upon the said Estate in Fee of said premises until paid and bear interest from date thereof and for all further relief the case in may demand.

P. R. Kerr Atty for Plaintiff

State of Ohio, }
Union County ss } Lemuel Myers the Plaintiff being sworn says the allegations made in the foregoing petition are true as he believes.

Lemuel Myers

Sworn to before me and subscribed in my presence this 11th day of Jan. 1881.

W. M. Ringer Clerk.

Entry

Afterwards on the 15th of Jan. 1881 the following Entry was placed upon the Journal of said Court which reads as follows,

Lemuel Myers
vs
Edward Thomson etal } This day this cause came on to be heard on motion of the Plaintiff for leave to file amended petition in above case, instanter, and the Court being fully advised in the premises sustains said motion and leave is hereby granted to the Plaintiff to amend his said petition instanter with leave to the Defendants to plead in thirty days from the rising of the Court, and cause continued

Afterwards on the 11th day of April 1881 the following answer was filed with the Clerk of said Court which reads as follows.

Answer

Samuel Myers Plaintiff
Against
Edward Thompson
Frank Thompson
Wm E Keizer
Kate Keizer &
Geo B. Hamilton Defendants

Court of Common Pleas Union Co Ohio

And now comes the said defendants Edward Thompson and Frank Thompson and for answer to the amended petition herein filed say; that they deny each and every allegation in said petition contained. Defendants therefore ask that they be allowed to go hence without day and recover of said plaintiff their costs herein

S. Gardner & Carpenter for Prodrick
Attorneys for Plaintiff

State of Ohio,
County of Union ss. } Jno M Prodrick being sworn makes oath that he is one of the attorneys for said defendants herein duly authorized. That said defendants are now absent from said County of Union and that the facts stated in the foregoing answer, are as affiant believes true.

Jno M Prodrick.

Sworn to by said Jno M Prodrick before me and signed by him in my presence. this 11th day of April A. D. 1881

N. M. Winget Clerk.

Afterward on the 25th day of April 1881 the following Entry was made upon the Journal of said Court which reads as follows.

Entry

Samuel Myers
vs
Edward Thompson et al

This day this cause came on for hearing and by agreement of all parties herein, and for good cause shown, it is ordered that this cause be and the same hereby is referred to L Piper Esq. who is hereby appointed a special Master Commissioner, for that purpose who shall forthwith upon being duly qualified, proceed to hear all the issues arising upon the pleadings, to take the testimony in writing, and report the same to the Court with his conclusions on the law and facts involved in the issues without unnecessary delay. And it is further ordered that five days notice shall be given to both parties before the hearing thereof. The said Special Master Commissioner, to return his report at this term of Court if possible, but, if the same cannot be returned at this Term, then said Commissioner to report at

the next Term thereof, and if necessary this cause is continued to the next Term thereof for said purpose.

Afterwards on the 21st day of May A.D. 1881. the following Entry was made in the Journal of said Court which reads as follows,

Entry

Lemuel Myers
vs
Edward Thompson et al,

This day come the defendants and asked and obtained leave of Court to file an amended answer herein in 20 days from the rising of the Court, and cause continued in accordance with the last entry herein.

Afterwards on the 3d of June 1881, the following demurrer was filed with the Clerk of said Court which reads as follows

Demurrer

Lemuel Myers Plaintiff
Against
Edward Thompson,
Frank Thompson 2nd
Peter & Wm Hazen Defendants,

Court of Common Pleas,
Union County Ohio.

The defendants Edward Thompson and Frank Thompson say that they demur to the 2d Amended Petition of plaintiff herein filed and assign the following as their ground of demurrer, which appears upon the face of the petition. There is a defect of parties defendants.

S S Gardner & Carpenter & Brodrick
Attys for Defendants.

Afterwards on the 3d day of June 1881, the following Answer to 2d Amended Petition, was filed with the Clerk of said Court which reads as follows,

Amended Answer

Lemuel Myers Plaintiff
Against
Edward Thompson.
Frank Thompson.
Peter & Wm Hazen Defendants.

Court of Common Pleas
Union Co Ohio.

And now come the said defendants Edward Thompson and Frank Thompson and say,

1st Defense: In answer to the petition they deny each and every allegation therein contained,

2d Defense: And in further answer to the petition said defendants say that on or about the 7th day of February 1871. James J Thompson was the owner of a life estate in the premises described in plaintiffs petition, and on or about said 7th day of February 1871, sold and conveyed said life estate, to one Geo B. Hamilton in consideration of a certain sum of money and payment of certain liens and as a part of the consideration therefor, the said George B. Hamilton, agreed to, and with said James J Thompson to pay all taxes that might be levied on said land, that at the time of the sale as

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above mentioned, one of the gravel roads mantained in plaintiffs petition was already built and the tax levied therefor, that the payment of the taxes for the building of gravel roads adjacent to said lands was taken into consideration and the said James J. Thomson deducted the sum of Five Hundred Dollars from the fair market value of said life estate for the sole and only purpose that said Hamilton should pay all taxes and gravel road assessments unpaid lands, & Defendants say that said James J. Thomson was their father and was interested in their welfare, and upon that ground did agree with said Hamilton as aforesaid, and to all of which the said Hamilton then and there assented and agreed that the same was not mentioned in the deed from said Thompson to said Hamilton for the reason that they were informed and believed that the said Hamilton was and would be bound thereby the same as though ingrafted into and made a part of the deed above mentioned. Said defendant therefore ask that they may go hence without day, and recover of the plaintiff their costs herein expended, and for all proper relief in the premises.

S S Gardiner & Carpenter & Brodrick
Atty's for Defendants

The State of Ohio, County of Union ss. } J M Brodrick being sworn makes oath that he is one of the attorneys for said defendants Edward and Frank Thompson, duly authorized; that said defendants are now absent from said County of Union and that the facts stated in the foregoing Answer are as affiant believes true.

J M Brodrick

Sworn to by said J M Brodrick before me and signed by him in my presence this 3rd day of June A D 1881

W M Winget
Clerk.

Afterward on the 9th day of July 1881 the following demurrer to defendants 2d ground of defence, was filed with the Clerk of said Court which ready as follows.

Lemuel Myers
vs.
Frank Thompson etal.

Demurrer

And now comes the Plaintiff and demurs to the 2d defence of answer of the defendants Frank and Edward Thompson filed herein June 3 1881, and for grounds of demurrer says that said answer in its 2d defence does not state facts sufficient to constitute a defense to Plaintiff's Petition. 2d Said 2nd

grounds of defense is inconsistent, contradictory and wholly at variance with the first defense in said Answer

P. R. Kerr
Atty for Plaintiff

Afterwards on the 12th day of Oct 1881. The Master Commissioner heretofore appointed by said Court, filed his report with the Clerk of said Court which reads as follows,

The State of Ohio } In Common Pleas Court. April term 1881
Union County SS. } Journal Vol 12. Page 159.
April 25th 1881

Samuel Myers Plaintiff
against
Edward Thompson et als Def't.

This day this cause came on for hearing and by agreement of all parties herein and for good cause shown, it is ordered that this cause be and the same hereby is referred to Piper Esq. who is hereby appointed a special Master Commissioner, for that purpose, who shall forthwith upon being duly qualified proceed to hear all the issues arising upon the pleadings, to take the testimony in writing and report the same to the Court, with the conclusions on the law and facts involved in the issues, without unnecessary delay. And it is hereby further ordered that five days notice shall be given to both parties before the hearing thereof. The said Special Master Commissioner to return his report at this term of the Court if possible, but if the same cannot be returned at this term said Commissioner to report at the next Term hereof and if necessary, this cause is continued to the next term hereof for said purposes.

The State of Ohio }
Union Co SS. } I, N. M. Kinget, Clerk of the Common Pleas Court, within and for said County, and in whose custody the Files, Journals, and Records of said Court are required by the laws of the State of Ohio, to be kept, hereby certify that the foregoing is taken and copied from the Journal of the Proceedings of the Court within and for said County, and that said foregoing copy has been compared by me, with the original entry on said Journal, and that the same is a correct transcript thereof. In testimony whereof, I do hereto subscribe my name officially and affix the seal of said Court at the Court House in Marysville in said County this 25th day of August, A.D. 1881.

N. M. Kinget Clerk

Certified Copy of Journal Entry

Report of Special Master Commissioner

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Report of Special Master Commissioner

Leonard Myers Plaintiff
vs
Edward Thompson et als
Defendants.

Court of Common Pleas
Union County Ohio.

To the Honorable Court of Common Pleas in and for said County of Union and State of Ohio.

The Undersigned to whom by an order of this Court dated April 25th 1881 the above entitled action was referred to hear all the issues arising upon the pleadings, to take the testimony in writing and report the same to the Court with the conclusions on the law and the facts involved in the issues respectfully reports that in pursuance of the said order, he has attended by the parties to this action and their counsel; that he has taken the testimony here to attached, heard their proofs, and arguments and having duly considered the same finds and reports as matter of fact.

That one James J. Thompson was in 1870 and up to Feb 7th 1871 the owner of a life estate in the premises in the petition described; that on the 7th day of February 1871 the said James J Thompson conveyed all his right title and interest in and to said premises for a valuable consideration to George B. Hamilton by quit claim deed of that date and in pursuance of a contract theretofore made and entered into by and between the said James J Thompson and George B. Hamilton to wit January 13th 1871

That on the 23d day of July 1875 the said George B. Hamilton and the said Leonard Myers, the plaintiff, herein made and entered into an agreement, whereby the said Hamilton promised to convey all his right title and interest in and to said premises in the petition described, to said Myers, but that the said Hamilton has not so far made such conveyance and hence has a large interest in said premises.

That as to the consideration to be paid by the said George B. Hamilton to the said James J Thompson, there was a deduction of Five Hundred Dollars made by the said James J Thompson, in the price in consideration that the said Hamilton should pay the assessment made upon said premises for the Construction of what is known as the Richwood and Marysburg Gravel Road which said assessment was on the said 7th of Feb 1871, a lien on said premises

That afterwards to wit in 1874, there was an assess

ment made upon the said premises for the construction of what is called the Ottawa Gravel Road amounting to the sum of Three Hundred Dollars, ($300.00) and also in the same year an assessment was made for the construction of the road known as the Richwood and Marion Gravel Road in the sum of Sixty Dollars, ($60.00); that said assessments have been paid by said Hamilton and Myers since the purchase of the said premises from said James Thompson by the said George B. Hamilton.

That the rental value of said premises is Two Hundred and Fifty ($250.00) and that the said premises are worth Sixty ($60.00) Dollars per acre; that the State and County and Township tax for the year

1874	was	$51.63
1875	"	70.40
1876	"	84.52
1877	"	90.76
1878	"	93.04 $390.35 assessment

Making total amount tax paid, exclusive of pike tax, $390.35. and an average of $78.07 per annum for the said years of 1874. 1875 1876 1877 and 1878

There was no testimony introduced as to the cost of the repairs on said premises per annum, but exclusive of repairs the annual rental value of the said premises would be $328.00

The age of the said James Thompson in 1874 was 44 years. The value of one Dollar annuity on a single life according to the Carlisle Tables of Mortality at age of 44 years, and 6 per cent per annum, is $11.515. See Kaffs Digest pp 331.—332.

Secondly.- Coming now to consider the questions of law as applicable to above statement of facts. It is found upon the face of the petition that the said Geo B. Hamilton has some interest in the questions in dispute and hence the defendants demurrer to the plaintiffs "2 Amended petition" will be sustained. See 5056 & 5962 Revised Statutes

The demurrer of plaintiff to the defendants 2nd ground of defence will be overruled.

The testimony shows that the said Geo B. Hamilton agreed to pay the assessments made on said premises for the construction of the Richwood and Marion Gravel road, and hence no part of that should be recovered by the plaintiff herein.

According to Statute. "Every person shall be liable to pay tax for the lands or town lots of which he or she may stand seized for life, by curtesy etc

See 2845 Revised Statutes,

and further "If any of the lands to be assessed are,

subject to a life estate, the assessment made thereon shall be apportioned between the owner of the life estate and the owner of the fee in proportion to the relative value of their respective estates. Such proportion to be ascertained upon the principles applicable to life annuities.

Sec. 4845 Revised Statutes

The question in this case seems to turn wholly upon the definition of the words "tax" and "assessment". Are the assessments made upon lands for building free turnpikes a tax? If so then such assessments should be paid by the owner of the life Estate under Section 7845, Revised Statutes.

In case of Mark E Reeves vs The Treasurer of Wood County and others, the Supreme Court say "Taxes are imposts for purposes of general revenue, Assessments are special, and such impositions upon property in the immediate vicinity of an improvement for the public welfare, which are necessary to pay for the improvement, and laid with reference to the special benefit which such property derives from the expenditures" and further the court say in same case that although such assessments are a species of taxes and included within the term taxes in its most general sense, yet there has been established by the decisions of Courts of high authority a distinction between assessments and taxes proper; and that this distinction is by irresistible implication recognized by the present Constitution in the 6th Sec of the 13th Article which is as follows

"The General Assembly shall provide for the organization of cities and incorporated Villages by general laws, and restrict their power of taxation assessment borrowing money, contracting debts and loaning their credit, so as to prevent the abuse of such powers."

Reeves vs. Treas Wood County et al 8 O.L.R. p 333,
Hill vs Higdon 5 O.L.R. p 243

From above decisions it will be seen that the Supreme Court make a distinction between taxes and assessments and that levies made for the construction of free turnpikes are made with reference to the benefits derived by each different piece of land so assessed, and such levies would not therefore be considered a tax in the strict sense of that term.

Coming then to said Section 4845, while we find no decisions upon the issues such as come

of it this day yet taking the laws as it stands, in the light of what has gone before, we are inclined to think that the said Myers is entitled to recover the share of said assessments that he has paid over. And above the share to be paid by the life estate.

Value of 110 acres @ $60.00 per acre, $6,600.00
Thompsons age in 1874, 44 years. Value of $1.00
by annuity Table at that age $11.351, Rental
Value of farm described $250.00 per annum exclusive of taxes; including taxes $75.00 per annum, and allowing $1 23/100 per annum for repairs, would make the annual Rental value including taxes (exclusive of assessments, Ditches, &c) the sum of Three Hundred and Thirty Dollars $330.00 per annum. This sum multiplied by $11.351, will make $3811 53/100 the value of the life Estate of the said James Thompson."

Taking then the value of the said premises one hundred and ten acres, at $60.00 per acre, would make the total value of the land, Six Thousand, Six Hundred Dollars
$6,600.00
Value of Life Estate of Thompson 3811 53

After deducting Value of Life estate, leaves the balance of fee simple, $2,788.47 We find percentage that $360.00 is of $6,600 to be $1,054.54.

The proportion of the said $360.00 assessments then to be borne by the life estate would be equal to $3811 53/100 x 0.05454 which makes $207.972+ and the fee simple $2,788.47/100 x 0.05454, which makes $152.067+ adding 1 cent on each side for deficiency makes life estate. $207.91, and the fee simple $152.09 total $360.00

The proportion said $360.00 to be paid by life estate $207.91, and owner of life estate having paid entire sum. should, recover the balance $152.09

These assessments having been paid in semi-annual installments, beginning with Dec 20th 1874, the one half would be paid when the 5th semi annual installment was paid which would be Dec 20th 1876, carrying no interest to that date, being one half of the time as but one half was then paid, and the said Dec. 20th 1876, being the average time of payment, the said Plaintiff ought to recover said sum of $152.09 with interest from the said 20th day of December 1876, and so is the finding of the Master.

Leonidas Piper
Special Master Commissioner

Depositions of Sundry witnesses taken by and before

Leonidas Piper, Special Master Commissioner in case wherein Samuel Myers is Plaintiff, and Edward Thompson and others are defendants, which said case was referred to Leonidas Piper by the Court of Common Pleas in and for Union County and State of Ohio. A copy of said order is hereto attached.

Marysville Ohio

Thursday Aug 25th 1881

At 10 o'clock A.M. parties met pursuant to notice and agreement; Samuel Myers, Pltff was present in person, and represented also by his Counsel, and defendants were represented by one of their attorneys, John M. Brodrick. Then proceed to hear the testimony of parties and witnesses in said for the case as follows,

Marysville O. Aug 25th 1881

Samuel Myers
vs.
Edward Thompson
Kate Hagen nee
Wm Hagen Defendants

Court of Common Pleas
Union County Ohio.

Thursday Aug 25th 1881

10 o'clock A.M. parties met pursuant to notice and by agreement: present, Plaintiff Samuel Myers, and H. F. R. Kerr, his Atty and John M. Brodrick of Counsel for defendant Edward Thompson and Frank Thompson,

George B. Hamilton being first duly sworn according to law deposes and says:

Ques 1. Were you acquainted with the lands known as the Thompson Farm, near Rochwood O. in 1871?

Ans Yes sir.

Ques 2. Will you state what the value of said lands were, by the acre, at that time?

Ans: Fifty Dollars.

Ques 3. In what condition was this farm for farming purposes at that time? (Question objected to by Defendants)

Ans: Bad condition.

Ques 4 What was the yearly rental Value of said lands clear of all taxes in 1871? (Objected to by Defendant)

Ans: Two Hundred to Two Hundred & Fifty dollars.

Ques 5. State whether these are the same lands in which you bought life estate in 1871

Ans: Yes Sir

Ques 6. What was the yearly rental value of these lands in 1874? (Objected to) clear of taxes and yearly improvements made by you up to that time?

Ans: Taking out improvements & taxes, from $200.00 to $250.00

Ques. 7 What was value of lands in 1874?
Ans. Sixty dollars per acre. (Objected to)
Ques. 8. State whether you transferred & assigned to Samuel Myers, the Plaintiff, all your right of action against the owners in fee of said lands for their proportion of assessment for gravel road improvement against these lands.
Ans. I sold Mr. Myers my right & title and interest of every kind in said land, including said right of action & he Myers, then understood & knew & law authorizing a division of assessments of any kind between the owner of the fee simple and the life estate & whatever liens there was, he (Myers) was entitled to it.
Ques 9. When did you make the contract?
Ans: Made this contract with Mr. Myers on 23d day of July 1875
Ques 10. State whether or not you agreed with J. J. Thompson at the time you purchased the life estate in these lands to pay all official assessments & taxes that might be levied on the same for the benefit of the owners in fee?
Ans: Our contract was reduced to writing. I have a recollection of talking with Mr Thompson any time after the writing of the contract. The written contract contained all of our agreement.

Cross Examination by

H. Bedrick Atty for Defendants

1st Ques: Will you be positive that the written agreement contains all the contract between you and James J Thompson in reference to this land, occurring either at the time prior to or after the writing of said agreement? (objected to by Plaintiff's Counsel)
Ans: I have no recollection of talking with Thompson after our agreement was reduced to writing.
2 Question, To what time did J J Thompson pay the taxes and assessments on said land?
Ans. He paid all that was due at that time to June 1874
3rd Ques: Was not the Richwood and Pharisburg gravel road assessment, already a lien on the land at the time you purchased from J J Thompson?
Ans: The road was laid out, and the assessments was made on that land with others at that time
4th Ques: Did James J Thompson ever assign to you his right of action, if any he had, against the owners in fee of said land for said assessment?
Ans. He never assigned me anything except what is mentioned in the Deed and Article. I bought or thought

I was buying all the interest he had then, in the land and appurtenances.

6th Quest. Was it before or after you made your contract with Myers, the plaintiff, that you had the conversation with him, mentioned in your answer to question 5 in chief?

Ans: I am confident it was before

6th Quest. What consideration did Mr. Myers pay you, for your right of action against these defendants?

Ans: Well I could not tell you. I got a certain amount for the entire interest I gave up including a policy of $5000.00 on the life of D. Thompson in the New York Mutual Life Ins. Co. but the amount of consideration I cannot tell: it is mentioned in the article.

Re-Direct Examination by Plaintiff

Ques. Who paid the assessments against these lands for gravel road improvements from June 1871 to the time you sold these lands to Samuel Myers?

Ans. D. did. D. Hamilton.

Geo. William M. Liggett of lawful age being first duly sworn, according to Law, deposes and says:

Ques. What office do you hold in Ithaca County?

Ans. County Treasurer.

Ques. State if you have examined the Gravel Road duplicate of the Thamesburg and Richwood Gravel road showing the amount of taxes assessed for the purpose of building said Road against the lands described in Plaintiffs petition?

Ans. Yes Sir: I have examined this duplicate and find the amount assessed to be $295 4/100 and amount collected, $301.34/100.

Ques. Will you state how much was the first yearly instalment?

Ans: $69 75/100

Ques. Give date when 1st instalment was paid.

Ans. It was March 8th 1871 & 2d instalment was paid Aug 11th 1871, $29.04/100 each instalment.

Ques. What assessments, if any, for gravel road improvement was made in 1874 against these same lands.

Ans: There were $308.00 assessed against said lands on Ottawa road, and all paid; and on Richwood & Hosking Road assessment was, $60.00 and all paid.

W. M. Liggett

And after Lemuel Myers being of lawful age and first duly sworn deposes as follows

1st Ques. State if you are possessed of the premises described in the petition in this case & if so, when did you get possession and under what circumstances

Ans. I am. I took possession first of April 1876 under a contract made with Geo B. Hamilton on the 23rd day of July 1875

2d Ques. Were you acquainted with these lands in 1871 and 1874?

Ans. I was.

3d Question. What would be the yearly rental value of these lands, in 1871 clear of all taxes?

Ans. Not over $150 cash rent. There was land in fence and the pasture had run to wild grass.

4th Que. You may state the value of the said lands in 1871. by the acre.

Ans. It would have brought about $50.00 or $55.00 an acre. 6 or 8 acres of the land lies in the Corporation of Rockwood

5th Que. State what the yearly rental value of the land was in 1874. Clear of taxes & the necessary improvements made on the land since 1871.

Ans. About $135.00 cash rent.

6th Ques. What was the market value of the land in 1874 by the acre?

Ans. About $60.00 per acre.

7th Ques. You may state what was agreement with G. B. Hamilton of whom you purchased the life estate, in these lands in 1875 as to his right of action, against the owner in fee, of the same, for their portion of the gravel road assessed against the land.

Ans. About the time that we were talking up trade, he said as an inducement to trade that Lawrence had said that he (Hamilton) was entitled to recover part of taxes back from owners in fee and whatever there was, he (Hamilton) turned over to me.

8th Question; State who has paid the gravel road assessments on these lands from the time you took possession of them or from the time G. B. Hamilton ceased to pay.

Ans. I paid them.

9th Question State whether these taxes for gravel road or any part of same have been refunded to you by the owners in fee or by any person for them.

Ans. They have not.

Signed L Myers

Wm. O. S. Myers being duly sworn according to law, deposes as follows,

1. Question, Were you acquainted with the lands known as the Thompson farm near Richwood, now occupied by the plaintiff Samuel Myers, in the year 1874?

Ans. Yes sir, I have been by it and over it a great many times.

2 Question, How near had you ever been to the land?

Ans. Within ½ mile of house, and ½ mile from E. line.

3. Question, What was your occupation at that time?

Ans. Well, I was farming most of the time.

4th Question, Now state what was the yearly rental value of these lands, after deducting the taxes and the expenses of keeping up the necessary improvements? (Objected to by Defendants Att'y)

Ans. $1.75 00 or $2.00 ? Probably worth $2.00.

5th Question What was the value of the land by the acre in 1874? (objected to)

Ans. Sixty Dollars per acre.

6th Question How is this land located as to Village of Richwood?

Ans. Part of it runs up to the South line of the Corporation of Richwood and thence E. about ½ mile along the Ottawa Pike.

O. S. Myers.

Testimony for Defense.

Deposition of James J. Thompson read.

State of Ohio
Union County SS. } I. Leonidas Piper, Master Commissioner in case of Samuel Myers vs Edward Thompson, and others, by appointment of this Court of Common Pleas in and for said County, do hereby certify that the above named Samuel Myers, William M. Leggett George B. Hamilton, and O. S. Myers, were by me first duly sworn to testify the truth, the whole truth and nothing but the truth: that the foregoing depositions by them respectively subscribed were reduced to writing by me, and by said witnesses respectively subscribed in my presence, and were taken at the time in the said deposition specified.

Leonidas Piper, Special Master Commissioner

Dft's Geo B Hamilton 1 day 16 miles 2,35; O. S. Meyer 1 day, 16 ms 2,35, W. M. Leggett 2,75, Masters fees 5 ds 2,5 00
Total = 30 45/100

Afterwards on the 12th day of Oct 1881 the following Motion to confirm the report of Master Commissioner was filed with the Clerk of said Court which reads as follows

Samuel Myers Pltff
Against
Edward Thompson et als Defts

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

And now comes the said defendants herein and move the Court to confirm the report of L Pipes Esq. Master Commissioner to whom this case was referred. Said report was filed with the Clerk of this Court, on the 12th day of October 1881,

S S Carpenter & Carpenter & Broderick
Attys for Defendants.

Afterwards on the 10th day of Jan. 1882 the following exceptions to the Report of the Master Commissioner was filed with the Clerk of said Court which reads as follows

Samuel Myers
vs
Frank Thomen et als

Court of Common Pleas
Union County Ohio

And now comes Plaintiff and excepts to the finding and rulings of the Master, to whom this case was referred, as shown by the report of said Master, filed therein as follows to wit

First. Plaintiff excepts to the ruling of said Master in sustaining the Demurrer of the Defendants and requiring W F. Hamilton, to be brought into this case as a party defendant, and asks the Court to reverse the same, and overrule said demurrer.

Second. Plaintiffs excepts to the ruling of said Master in overruling the demurrer of the Plaintiff to the 2d ground of Defnce in Def'ts answer, and asks the Court to reverse the same, and sustain said demurrer.

Third Plaintiffs except to the finding of said Master of the amount the Plaintiff is entitled to recover of the defendants, and asks the Court to modify said finding by so altering the amount of the Plaintiff's recovery as to allow him the proper amount as shown by the evidence, and allowed by law, of the assessments paid by Geo B. Hamilton on the Richwood & Pharisburg Pike, as alleged in the petition, and also, by altering the proportion of the Relative Value of the life estate in the premises described in said petition and the Estate in fee of the same, so as to agree with the evidence taken and recorded in the trial of the case and reported by said Master. So that said finding may be $1500.00 instead of $1,152.09, with interest on said $500.00 from the 20th day of Sept. 1876. In all other respects, the Plaintiff

asks this the report be confirmed

P. R. Kerr, Atty for Plaintiff

Afterwards on the 1st day of Feb. 1882 the following entry was placed on the Journal of the said Court, which entry reads as follows:

Samuel Myers
vs
Edward Thompson, et al

Entry

This day this cause came on for hearing upon motion of the Defendants to confirm the report of the Referee herein filed, and upon exceptions of the Plaintiff to said Report, and the first ground of said exceptions was argued by counsel and submitted to the Court, On consideration whereof the Court do sustain the said report, and do overrule the said first ground of exceptions, and the Court do find that the said Geo. B. Hamilton is a necessary party defendant in this action, and the Court further find that said George B. Hamilton has heretofore been served with summons herein and is now a party defendant to said 5th Amended Petition of said Plaintiff. And this cause is continued by said Court as to all other matters for want of time to hear the same.

Afterwards on the 15th day of May, 1882, the following Entry was filed upon the Journal of said Court which reads as follows:

Samuel Myers
vs.
Edward Thomson.

This day this cause came on to be heard on motion of the Plaintiff to Modify the Report of the Master heretofore made and was argued by Counsel, and the Court being fully advised in the premises, and upon the consideration of the report of the Master of the law and the facts the Court find that the Master erred in not allowing the Plaintiff the proportion of the taxes paid upon the Richwood & Pharisburg Gravel Road, which should be paid by the owners in fee of the lands described in the petition and that said report should be so modified as to make the amount of Plaintiff's recovery on said road $170.70, and also that the report should be so modified as to make the amount of Plaintiff's recovery on the Hopkins & Ottawa Roads $267.58 and the Plaintiff has leave to file reply to Defendants 3d ground of defense. Wherefore it is adjudged by the Court that the Plaintiff recover of the Defendants the sum of Four Hundred and thirty eight and 25/100 dollars, ($438.25/100) with costs, including a fee,

of $25.00 to L Piper as Special Master Commissioner. To all of which ruling of the Court, the defendant by their attorney then and there except,

And the said defendants thereupon gave notice of their intention to appeal this cause to the District Court of said County of Union, and the Court do fix the amount of the appeal bond herein at Nine Hundred Dollars.

Afterwards on the 16th day of May 1882. the following reply was filed with the Clerk of said Court. which reads as follows.

Reply

Lemuel Myers
vs
Edward Thomson

And now comes the Plaintiff comes and says that he denies each and every allegation in defendants 2nd Ground of

P. R Key. Atty for Plaintiff

Defense.

State of Ohio
Union Co SS

Lemuel Myers being sworn says the allegations in the foregoing reply are true as he verily believes.

L D Myers.

Sworn to before me and subscribed in my presence, this 16th day of May, 1882.

J L Burgner, Clerk,

Afterwards on the 17th day of May, 1882 the following Entry was placed on the Journal of said Court which reads as follows.

Entry

Lemuel Myers
vs
Edward Thomson

This day this cause came on for hearing, upon the motion of defendants for a new trial herein and the same was argued by Counsel, and submitted to the Court. On consideration whereof the Court do overrule said motion, on all of which ruling the said defendants by their Counsel then and there except. and tendered their Bill of Exceptions to the Court and asked him to sign the same. which is accordingly done.

Afterwards on the 13th day of Sept 188[illegible] the following motion to reform Journal Entry was filed with the Clerk of said Court. which reads as follows.

Motion to reform Journal Entry.

Lemuel Myers
vs
Edward Thomson et al

And now comes the plaintiff and moves the Court to so modify the Judgement interest herein against the defendants at May term 188[illegible] as to make the recovery against the defendants. Edward Thomson

Frank Thomson. Wm E Hazen and Kate Hazen, instead of a recovery against the Defendants generally.

P R Kerr. Atty for Plaintiff

Afterwards on the 13th day of Sept A D 1882 the following Motion to Redocket the case was filed with the Clerk of said Court, which reads as follows:

Motion to Redocket Case.

Lemuel Myers vs Edward Thompson et al } And now comes the Plaintiff and moves the Court to Redocket this case, so that a reformation may be made in Journal Entry of last term.

P R Kerr. Atty for Plaintiff

Afterwards on the 14th day of Sept A D 1882 the following Entry was recorded in the Journal of said Court which reads as follows.

Lemuel Myers vs Edward Thomson et al } This day this cause coming to be heard on Motion of the Plaintiff to Redocket the case and amend the Journal entry of last term as prayed for in the motion and upon consideration whereof said Motion was sustained and it is ordered and adjudged that the Journal entry of the May term of Court 1882 be amended as follows to wit: That the Judgement shall be against the Defendants Edward Thomson, Hobart Thomson, Wm E Hazen, and Kate Hazen, instead of against the Defendants generally.

Attest,

J. L. Burgner Clerk

By Histand

Pleas before the Honor. John A. Price 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 1st day of May 188-2 heretofore to wit:= On the 20th day of October 1881 the following petition was filed with the Clerk of said Court which reads as follows to wit:

Petition

Clemenia E. Yonkin }
vs } Court of Common Pleas.
Wm Yonkin. } 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 the said County of Union.

2d On or about the month of October A.D. 1865 at Dublin in the County of Franklin and State of Ohio she was married to the defendant and she has ever since conducted herself towards the said William Yonkin as a faithful and obedient wife

3d Plaintiff had while living with the said William Yonkin, four children, all of whom are now dead except a daughter, Jessie Dillon (wife of Jesse Dillon) who was 21 years old on July A.D. 1881 and now resides in Union County Ohio.

4th The defendant on or about the 9th day of March A.D. 1864, went to Montana Territory to remain until the close of the civil war then in progress, and thus to escape liability to perform Military Service and with the purpose of again returning to his family at the expiration of said war. That defendant disregarding his duties as a husband, did not return as he promised, and has never returned since he went away in 1864 although plaintiff has frequently requested him so to do. Plaintiff says the defendant has never, since his absence, furnished her a home, or support, That he has occasionally sent her small sums of money up to Dec 24 1879 since which he has sent her nothing. Plaintiff says that since her husband, the defendant, left her, she and her children have lived mostly at her fathers, except during the last nine years since which she has lived by and supported herself and her children by her own labor.

5th Plaintiff therefore charges defendant with gross neglect of duty, and wilfull absence for more than three years last past, and prays that she may be divorced from the defendant, and that the defendant may be decreed to pay her reasonable alimony, and that she may have such other and further relief as equity may require.

Carpenter & Brodrick Attys for Plaintiff

Affidavit for Publication

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The State of Ohio
Union County SS. } Clemenia E. Yonkin, the above named plaintiff being sworn, says that the facts stated, and allegations contained in her foregoing petition are true, she verily believes.

Clemenia E Yonkin

Sworn to by Clemenia E Yonkin before me, and signed by her in my presence, this 20th days of Oct A.D. 1881.

W. H. Winget Clerk.
By W. E. Winget Deputy.

To Clerk, Issue summons in above case, returnable according to law, and copy of petition, and mail both forthwith to Defendant, addressed to Helensville, Nevada Creek, Post Office, Deer Lodge County, Montana Territory. Carpenter & Woodruff Attys.

Afterwards on the 20th day of Oct 188, the following Affidavit, was filed with Clerk of said Court, which reads as follows,

Affidavit for Publication

Clemenia E. Yonkin, } Court of Common Pleas
vs } Union County Ohio.
William Yonkin, } The State of Ohio Union County SS.

Clemenia E Yonkin the plaintiff in the above entitled case, being first duly sworn says that the defendant Wm Yonkin is a non resident of the State of Ohio, and resided in Montana Territory the last she knew of him, That service of summons cannot be made on said defendant, within the State of Ohio, and that this her action is one in which service of summons by publication is authorized by Statute, and further affiant saith not.

Clemenia E Yonkin.

Sworn to by Clemenia E Yonkin before me, and signed by her in my presence, this 20th day of Oct. A.D. 1881

W. H. Winget Clerk
By W.E. Winget Deputy.

Afterwards on the 28th day of Jan 188 2 the following Affidavit of Publication with Notice annexed, was filed with the Clerk of said Court which reads as follows,

The State of Ohio } The undersigned being duly
Union County SS. } sworn, says that a copy of the annexed notice was published for 6 consec-

ation was made in the "Marysville Tribune a newspaper of general circulation in Said County of Union, the first publication beginning with Oct 26th 1881

H O Shearer,

Sworn to and subscribed before me this 28th day of Jany 1882

H H Wright Clerk,

$1 fee paid

Amount Sworn Note.

William Yonkin who resides in Derry Lodge, County Montana Territory is hereby notified that Clemenia E Yonkin, did on the 20th day of October 1881, file her petition against him in the Court of Common Pleas of Union County Ohio, charging him with gross neglect of duty and wilful absence for more than three years last past, and praying for divorce from him, and for alimony, which petition said defendant will be required to answer, on or before December 1st 1881.

Marysville O

Oct 26th 1881 6w

Clemenia E Yonkin,

By Carpenter & Brodrick her Attorneys

Afterwards on the 21st day of March 1882, the following land appraisal was filed with the Clerk of said Court which reads in words and figures as follows

Clemenia E Yonkin
Against
Wm Yonkin

We, the undersigned freeholders and residents of the County of Perry and State of Ohio, having been duly summoned and sworn by H M Tussing, Deputy Sheriff of said County, impartially to appraise upon actual view, the following described lands and tenements to-wit; situate in Perry County Ohio, to-wit: The undivided eleventh part of one hundred acres off of the south side of the South east quarter of section eleven (11). The west half of the south west quarter, and the south east quarter of the south west quarter of section twelve (12) and the north east quarter of section (14) all in township thirteen (13) of range fourteen (14) containing 380 acres more or less, subject however to the dower estate therein of Margaret Yonkin, widow of John Yonkin deceased, to be sold on an Execution issued from the Court of Common Pleas of Union County, in the action of Clemenia E. Yonkin, Plaintiff, against William Yonkin Defendant, do forthwith after actual view of said premises, make return and say that the same are of the real value in money of Seven Hundred and Forty Dollars.

Given under our hands and seals this 18th day of March 1882.

Harry Longstreth (Seal)
Charles B Fisaker (Seal)
Wm L Bennett (Seal)

The State of Ohio } I hereby certify that the above named
Perry County SS } Appraisers are freeholders and residents
of said County and were duly sum-
moned and sworn by me to appraise the within described
premises this 15th day of March 1882.
M. A Croskin Sheriff
By H A Fissing Deputy

I hereby certify that the within is a true copy of the orig-
inal appraisement in the above case.
M. A. Croskin Sheriff
By H A Fissing Deputy.

Afterwards on the 27th of April 1882 the following Execu-
tion was filed with the Clerk of said Court which reads
in words and figures as follows.

The State of Ohio }
Perry County SS } To the Sheriff of Perry County greeting:
You are hereby commanded to caus-
to be levied of the goods and chattels, and for want there-
of the lands and tenements in your County of
William Jonkins the sum of Four Hundred Dollars
and Fifty and 7/100 cents of Suit which by the Judg-
ment of the Court of Common Pleas, within and for
the said County, at the January term thereof A.D.
1882. Cimenia E. Jonkins recovered against the
said William Jonkins with 6% interest thereon
from the 9th day of January A.D. 1882 until paid,
and also the costs of increase on said Judgment
and the accruing costs thereon; and have that mon-
ey before the said Court of Common Pleas within Six-
ty Days from the date hereof, to render unto the said
Cimenia E. Jonkins and have you then and there
this writ, with your doings under the same duly
endorsed thereon.
Witness my hand and the seal of said Court, at
Maryville, this 27th day of February A.D. 1882.
H. M Winget Clerk.

The State of Ohio }
Perry County SS. } Received this writ on the 1st day
of March A.D. 1882, at 5 o'clock
P.M and pursuant to its command, and for want
of goods and chattels I executed the same by levying
on the following described real estate as the prop-
erty of the within named defendant William
Jonkins situate in Perry County Ohio to wit; the
one undivided eleventh part of one hundred
acres off of the south side of the south east quarter
of section eleven (11) the west half of the south west
quarter, and the south east quarter of the south west

quarter of section twelve (12) and the north east quarter of section fourteen (14) all in township thirteen (13) of range fourteen (14) containing 280 acres more or less subject however to the dower estate therein of Margaret Yonkins widow of John Yonkin deceased.

And on the 15th day of March A.D. 1882. I did summon Henry Longstreth, Boyle Beisaker and William L Bergen three disinterested freeholders residents of said County who were by me duly sworn to view and appraise the lands and tenements above described and afterwards and on said 15th day of March A.D. 1882 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 of money of the same at $3740 A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of Union County and on the 23 day of March A.D. 1882 I caused to be advertised in the New Lexington Herald (a newspaper printed and published and of general circulation in Perry County) said lands and tenements to be sold at public sale at the door of the Court House of said County on the 24th day of April A.D. 1882 between the hours of 10 o'clock A.M. and 4 o'clock P.M. said day and having advertised the said lands and tenements for more than thirty days previous to the day of said sale to wit: five consecutive weeks and in pursuance to said notice I did, on said 24th day of April 1882, 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 Eli Yonkin who bid for the same the sum of Four Hundred and ninety four dollars, and said sum being more than two thirds of the appraised value thereof and said Eli Yonkin 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 Ninety Four Dollars.

M A Coyle Sheriff.
By H M Sneeringer Deputy.

Test. Service 30¢ Levy 30¢ Summ & Appraisers $1.20 Swearing appraising 75¢ writing appraisement 30¢ Copy 30¢ notice to print 30¢ writing notice 30¢ Mileage $1.92 Poundage $7.41. Docket, Rec fee 30¢. Appraisers $1.50 Printers fees $11.70. Total $26.08

E

Clemenia E Yonkin vs William Yonkin } Union Common Pleas. Judgment 28th day of Jan'y 1882 $4.00 & Pltffs costs $10 79/100. Interest 6% from Jany 9th 1882 Clerk .75¢

Entry

Entry

Afterwards on the 1st day of May A.D. 1882 the following Entry was placed on the Journal of said Court which reads as follows

Entry

Clemenia E Yonkin
vs
William Yonkin

This cause came on to be heard on the return of the Sheriff of Perry County, Ohio of the writ of execution issued herein to him, with his report of the proceedings and sale of lands and tenements under said writ. And the Court having carefully examined the said proceedings, being satisfied that 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 of said Perry County, Ohio, make to the purchaser, Clemenia Yonkin a deed in fee simple for the lands and tenements so sold, to-wit: Situate in Perry County Ohio, and being the one undivided eleventh part of one hundred acres, of the South east quarter of section eleven (11) the west half of the South west quarter of section twelve (12) and the North East quarter of section fourteen (14) all in township thirteen (13) of range fourteen containing 381 acres more or less, subject however to the dower estate therein of Margaret Yonkin widow of John Yonkin deceased.

And the Court coming now to the distribution of the purchase money in the hands of the Sheriff order that he pay, First. To the Clerk of this Court the costs of this action taxed to $43.52. Second. To the plaintiff the amount of the Judgment herein rendered with interest to this date, to-wit: the sum of $40.46. Third: The residue to the defendant William Yonkin, to wit the sum of $43.02

Attest.

J. D. Burgner Clerk
M.

Pleas before His Honor John A. Price 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 1st day of May A.D. 1882. Heretofore towit= On the 15th day of Sept. 1881, the following Transcript was filed with the Clerk of said Court, which reads as follows, towit;

The State of Ohio, Union County ss. in Justice's Court for Washington Tp.

J. S. Gamble Plff.
vs
Benjamin Rogers Deft.

Before A. M. Baldwin, Justice of the Peace.
Amount claimed $17.39/100. Sept 12th 1881
The plaintiff filed his Bill of particulars which is in substance as follows. The said plaintiff says there is due him from the said defendant the sum of $17.39 for labor done in 1877 for which said plaintiff asks judgment with interest from April 10th 1880.

Sept 12th 1881. Summons issued for Benjamin Rogers. Appearance required by the summons, Sept 17th 1881 at one o'clock. P.M. and handed to H. Pinney Constable.

Sept 12th 1881. Plaintiff subpoena issued for the following witnesses: Robert Gamble, Robert Gamble Jr and John Gamble and handed to H Pinney, Constable.

Sept 14th 1881. Defendants subpoena issued for the following witnesses: Amos Harman, Clara Moffitt and Elnora Rogers, and handed to H Pinney Constable.

Sept 17th 1881: One o'clock P.M. Summons returned: received this writ Sept 12th 1881 and served the defendant by leaving a copy with the defendant on the same day. Fees; Services 25¢; mileage 4 miles 35¢ Copy 25¢; Total 85¢. H Pinney, Constable.

Sept 17th 1881. One o'clock P.M. Plantiff Subpoena returned indorsed "Sept 12th 1881. I received this writ and afterwards I served the same in the manner and at the time shown by the annexed list and table. Robert Gamble by R. day of service Sept 13th mileage 25¢; Robert Gamble Jr. by copy the 16th; miles 3. John Gamble, R. the 12th miles 3: my fees, mileage $2.70: Services on witnesses. 25¢; copy 25¢: Amount $3.20. H Pinney Constable.

Sept 17th 1881. One o'clock. P.M. Defendant Subpoena returned, indorsed "Sept. 14th 1881 I received this writ and afterwards I served the same in the manner and at the time shown by the annexed list and table. Amos Harman by R. Sept 16th 1881, miles 3; Clara Moffitt by copy, 16th miles 3: Elnora Rogers by writ Sept 16th miles 3: My fees: mileage 35¢ Services on witness. 45¢: copy 25¢. Total $1.65 H. Pinney Constable.

Sept 17th 1881. One o'clock. P.M. The time fixed for trial, the parties appeared; trial had. Robert Gam-

J.L. and John Gamble sworn and examined as witnesses for the defendant. and after hearing the evidence and allegations of both parties, I set the 20th day of September A.D. 1881 at one o'clock, P.M. to render Judgment, whereupon it is on said 20th day of September A.D. 1881. considered by me that the plaintiff hath no cause of action, nor claim in the premises and that the defendant recover of the Plaintiff Four Dollars and seventy cents.

Appeal undertaking

Whereas on the 20th day of Sept A.D. 1881 the said B. Rogers, obtained a judgement against the said J.D. Gamble, on the Docket of A.H. Baldwin J.P. for Four Dollars and Seventy cents and cost taxed $11.10. And the said J.D. Gamble, intends to appeal therefrom to the Court of Common Pleas of Union County; Now, therefore, I, Robt Gamble of Union County do hereby promise and undertake to the said Benjamin Rogers in the sum of Fifty Dollars, that the said appellant if judgment be adjudged against him on the appeal will satisfy such judgment with interest and costs that may accrue, and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Robert Gamble.

Executed and acknowledged before me, and surety approved this 27th day of Sept 1881

A.H. Baldwin J.P.

The State of Ohio.
Union County
Washington Tp ss } I do hereby certify that the above is a full and true copy from my docket of the proceedings had by and before me at my office in said township in the above action

October 1st 1881

A.H. Baldwin J.P.
of the aforesaid Township

Afterwards on the 16th day of November 1881 the following Petition was filed with the Clerk of said Court which reads as follows.

Petition

James D. Gamble Plff. } Court of Common Pleas Union
vs County Ohio.
Benjamin Rodgers Def't } The Plaintiff says:

1st. On the 8th day of April 1879 an account was stated between the plaintiff and defendant, and upon such statement, a balance of Seventeen Dollars and thirty nine cents was found to be due from the defendant to the plaintiff.

2d- The defendant then promised to pay said

ency, but the same has not been paid nor any part thereof and the defendant is now justly indebted to the plaintiff thereon in the sum of Seventeen Dollars and thirty nine cents, with interest from the 8th day of April A.D. 1879 for which he asks Judgement.

R. F. Woodburn Atty for Plaintiff.

State of Ohio }
Union Co SS. } James L. Gamble being sworn says that he believes the facts stated and allegations in his foregoing petition to be true

Jas L. Gamble.

Sworn to before me and signed in my presence this 16th day of November A.D. 1881

A K Leighter
Notary Public.

Afterwards on the 2d of January 1882. the following Answer was filed with the Clerk of said Court which reads as follows.

Answer.

James L. Gamble
vs
Benjamin Rodgers

} In the Court of Common Pleas.

The defendant for answer to the plaintiff's petition says: he denies each and every allegation and averment in said petition contained.

Wherefore defendant asks to go hence and recover his cost.

J. L. Cameron. Atty for Defendant.

State of Ohio }
Union County SS. } Benjamin Rodgers being first duly sworn, says the facts stated and allegations made in his foregoing answer are true as he verily believes.

Benjamin Rogers.

Sworn to before me by said Benjamin Rogers and by him signed in my presence, this 2 day of January 1882.

W. H. Kinget Clerk.

Afterwards on the 15th day of May 1882. the following Entry of Verdict was made in the Journal of said Court which reads as follows.

J. L. Gamble.
vs
Benjamin Rodgers

} And now this cause came on to be heard upon the petition and evidence, on the enquiry of damages for the plaintiff as heretofore ordered by the Court; and thereupon came the following named persons as jurors to wit; James Cooley, Robert Robinson, Ed Stillings, J M Blue, Ezra Hedges, J W Danforth, Jacob Kauser, Isaac Brodrick, L F Dental, Geo Nichols Thomas Burrows, and Ben James, who were duly impan-

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nelled and sworn according to law present the following Verdict. The State of Ohio, Union County ss. May term A.D. 1882. Tuesday May 15th 1882. J.D. Gamble vs. Ben Rodgers. We the Jury in this case being duly impannelled and sworn, do find and say that we find for the defendant.

Signed, Ezra Hedges Foreman.

Afterwards on the 22d day of May A.D. 1882, the following Entry was made in the Journal of said Court which reads as follows.

J.D. Gamble
vs.
Benjamin Rodgers. } The Jury on a former day of this term having found a verdict in favor of the defendant and no motion for a new trial having been made; it is considered, ordered and adjudged by the Court, that the said defendant recover of the plaintiff his cost herein expended, taxed at $

Attest;

J.D. Burgner. Clerk.

Pleas before Hon Honor John A. Price. 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 1st day of May A.D. 1884 Hereof for court, On the 27th day of April 188. the following petition in replevin was filed with the Clerk of said Court to-wit reads as follows.

3823 Petition in Replevin.

Mast Foos & Co. Plaintiffs
vs.
Thomas B. Fullon, Assignee of Sam Stricklin Def't.

State of Ohio Union County SS.
To the Court of Common Pleas.

The said Mast Foos & Co say; It is a corporation duly incorporated under the laws of Ohio; that its Corporate name is Mast Foos & Co.

The said plaintiff complaining of the said defendant for that the said plaintiff is the owner of the following goods and chattels to-wit; Being Six No 7 Buckeye ploughs; Five No 8. Buckeye ploughs; Six No 9 Buckeye ploughs, in all 17 Buckeye ploughs and is entitled to immediate possession of the same, and that the said defendant, wrongfully and unjustly detains in his possession the said goods and chattels and from the said plaintiff and the said plaintiff further avows that the said defendant did so wrongfully detain the possession from said goods and chattels for the space of five days next before the commencement of this action, and wholly deprived the said plaintiff of all use and benefit thereof during all that time to the damage of the plaintiff in the sum of ten dollars. Said plows are of the value of $247 00/100

Therefore the said plaintiff prays an order against the said defendant that he may be ordered to deliver to the said plaintiff the said goods and chattels and also, a judgement against the said defendant for the said sum of $10 00 his damages sustained by reason of such unlawful detention and for all proper relief.

Cameron & Beeton. Attys for Plaintiff

State of Ohio
Union County SS.

Gilbert D Sourse being first duly sworn says he is the Agent of the said plaintiff, duly authorized, and that the said plaintiff is a corporation non resident of said County of Union and that the facts stated and allegations made in the foregoing petition are true as the affiant believes.

Gilbert D Sourse

Sworn to before me by said Gilbert D Sourse and by him signed in my presence this 27th day of April 1881

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State of Ohio Union County SS } Gilbert D Mourse being fist duly sworn deposes and says that he is the agent of the said Mast Foos & Co. duly authorized; that said Mast and Foos & Co have commenced in this Court a civil action against the said Thomas B Fulton as Assignee of Samuel Stricklin to recover the possession of the following personal property towit: Six No 7 Buckeye Plows, Five No 8 Buckeye plows, Six No 9 Buckeye ploughs: in all 17 ploughs That the said plaintiff is the owner of the said personal property and is entitled to the immediate possession of the same That the said property is wrongfully detained by the said defendant. That said property was not taken on process issued against the plaintiff nor for a tax and further saith not.

Gilbert D Mourse

Sworn to before me by said Gilbert D Mourse and by him signed in my presence this 27th day of April 1881

W M Winget Clerk.

Precip. Clerk issue summons and order of delivery in this case returnable according to law; damages claimed $100

Afterwards on the 28th day of April 1881, the following Summons was issued by the Clerk of said Court which reads as follows,

The State of Ohio. } To the Sheriff of Union County: greeting
Union County SS. }

We command you to notify Thomas B. Fulton Assignee of Samuel Stricklin that he has been sued by Mast Foos & Co. in the Court of Common Pleas of Union County and that unless he answer by the 28th day of May A D 1881, the petition of the said Mast Foos & Co. filed in the Clerk's office of said Court, such petition will be taken as true, and judgement rendered accordingly.

You will make return of this summons on the 9th day of May A D. 1881

Witness my hand and the seal of said Court, this 27th day of April A D 1881

W. M. Winget Clerk.

Damages claimed $10 00

Return The State of Ohio. } Received this writ April 27th A D. 1881 at 11 o'clock A M, and pursuant to its command I served the same by delivering a certified copy thereof with the endorsements thereon to the within named defendant Thomas B. Fulton on the 27th day of April 1881. Sheriff's

fees Servin 30¢: mileage 16¢; copy 20¢: Total 66¢
John Hobensack Sheriff.

Afterwards on the 28th day of April A.D. 1881 the following Order of Delivery was filed with the Clerk of said Court which Order reads as follows.

Mast Foos & Co. vs. Thos B Fulton Assignee

Court of Common Pleas,
The State of Ohio Union County SS,
To the Sheriff of Union County, greeting
Whereas Mast Foos and Co has commenced in the Court of Common Pleas for the said County of Union against Thomas B. Fulton as said Assignee of a civil action for the recovery of the following specific personal property, to wit; Six No 7 Buckeye Plows, Five No 8 Buckeye plows, Six No 9 Buckeye plows, and has filed his affidavit in the Clerk's Office of said Court, in order to obtain an order for the immediate delivery of said goods and chattels, This, therefore is to command you, the said Sheriff, to take the said goods and chattels above described and deliver the same to the said Mast Foos & Co Plaintiff in said action. And of this order and your proceedings thereon make due return on the 9th day of May A.D. 1881.
Witness my hand and the seal of said Court at Marysville, this 27th day of April A.D. 1881
W.W. Knight Clerk.

Sheriff's Return.

We the undersigned, two disinterested persons of Union County having been duly summoned and sworn by John Hobensack Sheriff of said County and State of Ohio, by Thomas Martin Deputy Sheriff of said County to assess the value of certain goods and chattels hereinafter set forth being the same seized by the said John Hobensack Sheriff by virtue of an order of delivery issued from the Court of Common Pleas of said County at the suit of Mast Foos & Co. Plaintiff, against Thomas B. Fulton Assignee &c, Defendant, dated this 27th day of April A.D. 1881, we do upon actual view appraise the same as follows: viz

Six No 9 Buckeye Sloughs	@	$16.00		$96.00
Five No 8	"	"	14.66	73.30
Six No 7	"	"	13.33⅓	80.00
				$249.30

W. H. Robinson
S. M. Landon } Appraisers

This 27th day of April A.D. 1881

Plaintiff's undertaking in Replevin

The State of Ohio
Union County SS
Mast Foos & Co vs. Thomas B. Fulton Assignee Samuel Stricklin

Court of Common Pleas.
Whereas Mast Foos & Co has

Answer

caused an order for delivery of the following goods and chattels towit; Six No 7 Buckeye Plows; Five No 8 Buckeye Plows; Six No 9 Buckeye Plows, 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 said Mast Foos & Co is Plaintiff and Thomas B Fulton Assignee of Samuel Stricklin, Defendant and whereas, the said order was delivered to John Hobensack, Sheriff of said County and the said Sheriff has taken said goods and Chattels and the same have been valued by two responsible persons, under oath, at the sum of Two Hundred and Twenty Five & 00/100

Now therefore we undertake to the said Thomas B. Fulton Assignee, Defendant in said action in the penal sum of Four Hundred and Fifty one Dollars that the said Mast Foos and he shall duly prosecute his action aforesaid, and pay all costs and damages which may be awarded against him.

Mast Foos & Co. per G D Noura Agent
B. C Keylove
O. M Scott

Signed in my presence and approved by me this 27th day of April A.D. 1881

John Hobensack Sheriff
By Thos Martin Deputy.

Sheriff's Return. According to the command of the within order, I have taken the within named goods and chattels, and have caused the same to be valued by the oaths of W H Robinson and S. M Landon two responsible men of said County, whose valuation in writing is herewith returned; and I have delivered the said goods and chattels to the said Plaintiff and have taken the undertaking of Mast Foos & Co. O M Scott and Benjamin Keylove, sureties of said Plaintiff in the sum of $451.00 which undertaking is also herewith returned.

Given under my hand and seal this 27th day of April A.D. 1881. Sheriff's fees: Service 30¢: mileage 16: swearing App $1.20 Copy 30¢: Bond 30¢: Appr Fees $2.00: Total $4.26.

John Hobensack Sheriff

Afterwards on the 21st day of May A.D. 1881, the following Answer was filed with the Clerk of said Court which reads as follows;

Answer. Mast Foos & Co. Plaintiffs
vs.
Thomas B. Fulton Assignee &c.

The State of Ohio Union County
Court of Common Pleas
And now comes the said Thomas B. Fulton as Assignee of said Samuel Stricklin and for answer here-

sin says. That he denies each and every allegation in Plaintiffs petition contained. He therefore asks to be hence dismissed with his costs.

T.B. Fulton
in propria persona.

The State of Ohio
Union Co. SS. } Thomas B. Fulton first duly being sworn according to law. says the facts stated and allegations in his foregoing petition are true as he verily believes

Thomas B. Fulton

Sworn to before me and subscribed in my presence this 2.st day of May A.D. 1881

W. On. Winget Clerk.

Afterwards on the 5th day of May A.D. 188[illegible] the following Verdict was filed with the Clerk of the Court of said County which Verdict reads as follows.

The State of Ohio. Union County SS. May term. A.D. 188[illegible]
Court: may 5th 1882

Mast Foos & Co. Plaintiff

vs

Thomas B Fulton Assignee Defendant.

Verdict

We the Jury in this case being duly impannelled and sworn do find and say that we find for the Plaintiffs and assess their damages at ten cents

Isaac Broderick Foreman,

Afterwards on the 6th day of may 188[illegible] the following motion for new trial was filed with the Clerk of said Court, which reads as follows.

The State of Ohio.
Union Co. SS.

Mast. Foos & Co. Pffs } Court of Common Pleas.

vs

Thomas B. Fulton Assignee &c. } And now comes the defendant, and moves the Court to have the verdict of the Jury set aside, and for a new trial herein, for the following reasons to wit: 1st That the verdict is not sustained by sufficient evidence. 2d. That said verdict is contrary to the law and the evidence. 3d That said verdict is contrary to the weight of evidence. 4th That said verdict was for the plaintiff, when it should have been for the defendant, at least as far as eight of the plows were concerned.

Powell & Fulton for Defendant.

Entry

Afterwards, to wit, as follows
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Afterwards on the 18th day of May A.D. 188- the following Entry was made in the Journal of said Court, which reads as follows,

Mast Foos & Co.
vs
Thomas B Fulton
Assignee &c.

Entry

This day came the parties by their attorneys and this cause came on to be heard upon the Motion of the said defendant for a new trial for reasons in his said motion stated And consideration whereof the Court being fully advised in the premises do overrule said motion, to which ruling of the Court in overruling said motion the defendant excepts,

It is therefore considered and adjudged by the Court that the plaintiff recover of the said defendant the sum of ten cents, the damages assessed by the Jury together with it cost herein expended, taxed to $.

Attest: J. D. Burgner Clerk.

Pleas before His Honor John A. Price 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 1st day of May. A. D. 1882. Heretofore towit: On the 6th day of Dec A. D. 1881. the following petition was filed with the Clerk of said Court which reads as follows.

Wm Valentine
vs
Elijah Mitchell

Court of Common Pleas Union County Ohio.

3941 Petition

The plaintiff says that on or about the 14th day of September A. D. 1881 he was the Marshal of the Incorporated Village of Unionville Centre in Union County Ohio. That on or about the said 14th day of September 1881, while and at the time this plaintiff acting as such Marshal, was making an effort and trying to arrest the said defendant Elijah Mitchell when he was in the act of violating the said Village ordinances and laws by drunkenness and the use of obscene language and profane swearing within the said Village, all of which facts the defendant then well knew. This defendant did unlawfully assault and violently strike and beat this plaintiff in the face and on the head and body thereby cutting and bruising his flesh and otherwise did great bodily harm to this plaintiff.

The plaintiff says that in consequence of said striking and beating by said defendant he has suffered great pain inconvenience and loss of sleep, and was for a long time towit: the period of two weeks, unable to attend to his ordinary business. The plaintiff says that by reason of the aforesaid injuries so received by him at the hands of the said defendant, he has sustained damages in the sum of Two Thousand Dollars and for which sum he asks judgment against said defendant

S W. Ayers Atty for Plaintiff

State of Ohio
Union County ss. } William Valentine being duly sworn says the facts stated and allegations made in his foregoing petition are as he believes true

Wm Valentine

Sworn to before me and signed in my presence ~~this~~ the said Wm Valentine this — day of November 1881.

Jos. E. Forker J. P.

Clerk. Issue summons upon the petition in the above case returnable according to law. Amount claimed. Two Thousand Dollars.

S W Ayers Att for Plaintiff

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Afterwards on the 16th day of December A.D. 1881, the following Summons was issued by the Clerk of said Court which reads as follows.

The State of Ohio
Union County ss

To the Sheriff of Union Co. greeting

We command you to notify Elijah Mitchell that he has been sued by William Valentine in the Court of Common Pleas of Union County and that unless he answer by the 7th day of January A.D. 1882, the petition of the said William Valentine against him filed in the Clerks office of said Court, such petition will be taken as true and judgement rendered accordingly.

You will make due return of this summons on the 19th day of December A.D. 1881. Witness my hand and the seal of said Court, this 6th day of Dec A.D. 1881.

W.M. Wenger Clerk.

In action for damages; amount claimed, $2000.00

Return

The State of Ohio
Union County ss

Received this writ December 6th A.D. 1881 at 11 o'clock A.M. and pursuant to its command, I served the same by delivering a certified copy thereof with the endorsements thereon to the within named Elijah Mitchell Defendant, on the 14th day of Dec. 1881. Sheriffs fees, Service 30¢ Mileage $1.60; Copy 20¢ Total $2.10

John Hohenack Sheriff.

Afterwards on the 16th day of December A.D. 1881, the following answer was filed with the Clerk of said Court, which reads as follows.

William Valentine Plaintiff
vs
Elijah Mitchell defendant.

State of Ohio. Union County.
To the Court of Common Pleas

The defendant Elijah Mitchell for his answer to the petition of the said plaintiff says, he denies each and every allegation and averment in said petition contained; except that Plaintiff was Marshal as claimed. Second Defence and cross petition. The said Elijah Mitchell says that about the day named in the petition of said plaintiff this defendant who is a farmer by occupation, was in the Village of Unionville in said County, and attending to his lawful business, when the said plaintiff without any warrant or legal authority but pretending to act under color of office, in a rude violent and boisterous manner, ordered the defendant to leave the said Village, and then & there

under color of his said office, without legal authority or warrant therefor, or any excuse or provocation on the part of the said defendant, said plaintiff assaulted and beat the said defendant and seized him and threw him in a loathsome vault or prison pen and confined him there overnight without food water or any fire or clothing to protect him from the cold, damp and filthy prison, and refused to permit any one to aid defendant in any manner and all this said plaintiff did maliciously under color of his office.

By reason of which wrong oppressive and malicious act of the said plaintiff said defendant has sustained damages in the sum of Two Thousand Dollars; wherefore defendant asks that he may have judgment against said plaintiff for said sum of Two Thousand Dollars his damages so as aforesaid sustained.

Cameron & Benton Attys for Defdt;

State of Ohio
Union County SS } Elijah Mitchell being first duly sworn says the facts stated and allegations made in his foregoing answer and cross petition are true as he believes

Elijah Mitchell

Sworn to before me by said Elijah Mitchell and by him signed in my presence this 16th day of Dec 1881.

John B Coats Probate Judge

Afterwards on the 25th day of May 1882 the following Reply was filed with the Clerk of said Court which reads as follows,

Reply

William Valentine
vs
Elijah Mitchell } Court of Common Pleas Union Co. Ohio.

The plaintiff herein now comes and for reply to the Second ground of defence contained in the answer of defendant says, that he denies each and every allegation therein contained.

D W Ayers Atty for Plaintiff.

State of Ohio
Union County SS } William Valentine being duly sworn says the facts stated and allegations made in his foregoing Reply are as he believes true.

Wm Valentine.

Sworn to before me and signed in my presence this 25th day of May A.D. 1882.

J L Burgner
Clerk.

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Afterwards on the 23 day of May A.D. 188x the following Verdict was filed with the Clerk of said Court which Verdict reads as follows

The State of Ohio, Union County SS. May term A.D. 188x Court May 23 188x

William Valentine Plaintiff
vs
Elijah Mitchell Defendant

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 $10.00

John F. Gwenner Foreman.

Afterwards on the 24th day of May A.D. 188x the following Entry was recorded in the Journal of said Court, which Entry reads in words as follows

William Valentine
vs
Elijah Mitchell

It is therefore considered ordered and adjudged by the Court that the plaintiff recover from the defendant herein the said sum of $10.00 and the costs herein taxed at $ and in default of payment within ~~days~~ days from this date Execution issue therefor.

Attest. J. D. Burgner, Clerk.

Pleas before Hon Honor John A Price 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 1st day of May A D 1882 Heretofore to wit: on the 11th day of April A D 1881 the following petition was filed with the Clerk of said Court which reads as follows.

Henry Fuller doing business under the name and Style of Fuller Buggy Company Plff
vs
Ann B Sargent Augustus Swearingen & F Newman Defts

Court of Common Pleas Union County Ohio.

At the September term of the Court of Common Pleas in and for the County of Franklin in the State of Ohio A D 1880 the plaintiff recovered a judgment against the defendants Ann B Sargent and Augustus Swearingen and one J S Martin in the name of the Fuller Buggy Company aforesaid for Two Hundred 83 100 Dollars Debt and fifteen dollars cost: and the same is still in full force and unsatisfied: and the said defendants have no property liable to execution: an execution was issued upon said judgment which for want of goods and chattel was levied on a certain tract of land described as follows, to wit: situate in the County of Union and State of Ohio and in the Village of Plain City viz: commencing at the north east corner of J Hunts lot thence west with said Hunt line 191 feet to a stone in said line; thence in a northerly direction 181 feet to a stake or stone; Thence in an easterly direction 182 feet to a stone in the centre of the Pike: thence in a southerly direction with the centre of said Pike 215 feet to the place of beginning to include all buildings and machinery.

And the plaintiff further says that the said Ann B. Sargent is the owner of an undivided one half interest in said described premises and that the said F Newman and Augustus Swearingen claim to have some interest in said premises. The said plaintiff therefore prays that said Newman and Swearingen may set forth their said claim the exact action of which the plaintiff is ignorant, that the Court will adjust the priorities of all of said liens, and that the said one undivided one half of said premises owned by the said Ann B Sargent may be deemed 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 settled by this court and for all other proper relief.

John M. Tibbetts
Plff's Atty.

State of Ohio
Franklin County ss } Henry K. Fuller being sworn says that the facts stated and allegations in his foregoing petition are true as he verily believes

Henry K. Fuller

Sworn to and subscribed before me by Henry K. Fuller this 19th day of March A.D. 1881

J. H. Mooney Notary Public
Franklin County Ohio

I hereby acknowledge myself responsible for costs in the within mentioned case.

O. M. Scott.

To Clerk: Please issue summons to Sheriff of Union County for defendants, returnable according to law & equitable relief demanded.

Afterwards on the 21st day of April A.D. 1881, the following summons was issued by the Clerk of said Court which reads as follows;

The State of Ohio
Union County ss. } To the Sheriff of Union County: greeting

We command you to notify Ann B. Sargent, Augustus Swearingen and H. Newman, that they have been sued by Henry K. Fuller, doing business under the name and style of Fuller Buggy Company in the Court of Common Pleas of Union County, and that unless they answer by the 14th day of May A.D. 1881, the petition of the said Henry K. Fuller against them filed in the Clerk's 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 25th day of April A.D. 1881

Witness my hand and the seal of said Court, this 11th day of April A.D. 1881.

W. M. Winget Clerk

In action for Equitable relief.

The State of Ohio
Union County ss } Received this writ April 11th A.D. 1881 at 1 o'clock & the within named defendants were not found in my County.
Copy 60¢ Total $3.00

Sheriffs fees: Milage $2 &c

John Hobensack Sheriff.

Afterwards the following Precipe was, on the 20th day of April A.D. 1881, filed with the Clerk of said Court, which reads as follows;

Henry K. Fuller &c. } To Clerk of Court: Please issue summons on the petition in the above

vs.

Ann B. Sargent and others

entitled cause for the defendants Ann B. Sargent directed to the Sheriff of Franklin County and for the defendant Fred Newman directed to the Sheriff of Delaware County returnable according to law. Equitable relief demanded.

John M Tibbetts Atty for Plaintiff

Afterwards on the 3rd day of May A D 1881. Summons following was issued by the Clerk of said Court to Sheriff of Franklin County, which reads as follows:

The State of Ohio }
Union Co S S. } To the Sheriff of Franklin County, greeting

We command you to notify Ann B Sargent that she and others have been sued by Henry K. Fuller doing business as Fuller Buggy Company, in the Court of Common Pleas of Union County, and that unless she answer by the 28th day of May A D 1881 the petition of the said Henry K Fuller against them filed in the Clerk's 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 May A D 1881.

Witness my hand and the seal of said Court, this 25th day of April A.D. 1881

W A. Winget Clerk.

In action for Equitable relief.

The State of Ohio }
Franklin Co SS. } Received this writ on the 26th day of April A.D. 1881 at 10 o'clock A M. and on the 28th day of April 1881, pursuant to its command I served Ann B. Sargent by delivering to her personally a certified copy of this writ with all the indorsements thereon. Sheriff's fees: Service & Ret 35¢ m. 80¢ Cop. no Doc & Reg 25 stamp 6¢ Total $1 61

John M Rackenbacker Sheriff Franklin Co O.
By George Juengert Deputy

Afterwards on the 17th day of May A.D. 1881. the following Summons was issued by the Clerk of said Court to the Sheriff of Delaware County, which Summons reads as follows.

The State of Ohio }
Union Co SS. } To the Sheriff of County of Delaware: greeting:

We command you to notify Fred Newman, that he and others have been sued by Henry K. Fuller, doing business as Fuller Buggy Company in the Court of Common Pleas of Union County, and that unless he answer by the 28th day of May A.D. 1881 the petition of the said Henry K Fuller against them filed in the Clerk's 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 May A.D. 1881.
Witness my hand and the seal of said Court, this 25th day of April A.D. 1881.

W.M. Winget Clerk

In action for Equitable Relief:

The State of Ohio
Delaware County ss } Received this writ on the 27th day of April 1881. and on the 9th day of May 1881 this writ returned. Fred Newman not found in my Bailiwick. Sheriffs fee: Copy 30¢ Return 20¢ Postage 03¢ Total 48¢

H. H. Cutler Sheriff.

Afterwards on the 27th day of May A.D. 1881 the following Answer was filed with the Clerk of said Court which reads in words as follows;

Henry H. Cutler doing business as Cutler Buggy Company
vs
Ann B Sargent & others } In Court of Common Pleas Union County Ohio.

And now came the defendants J.A. Stewart and C.H.D Stewart and say that on and prior to the 20th day of May A.D. 1880 they were and still are partners doing business under the name and firm of Stewart and Son, and are now such partners.

These defendants further say that on the 20th day of May A.D. 1880 the said defendant Ann B. Sargent made her promissory note in the words and figures following towit:

$100.00 Columbus Ohio May 20th 1880

Twelve months after date we promise to pay to F. Newman or bearer, One Thousand Dollars at Farmers and Mechanics Bank Crestline, Ohio. Value received with interest at 8 per cent from date.

G. S. Martin
A. H. Swearingen
Ann B. Sargent,

and then and there delivered the same to the said F. Newman and in order to secure said promissory note the said Ann B. Sargent then and there executed acknowledged and delivered to said F. Newman her mortgage deed upon the following described premises situate in the County of Union and State of Ohio towit: One undivided half of the following tract commencing at the North east corner of J. Hunts lots; thence west with said Hunts north line one hundred and ninety one (191) feet to a stone in said line; thence in a northerly direction one hundred and eighty one feet (181) to a stake or stone

thence in an easterly direction one hundred and eighty two feet (182) to a stone in the centre of the Pike thence in a southerly direction with the centre of said pike two hundred and fifteen feet (215) to the place of beginning and including all buildings upon said premises and the machinery therein Said premises are situated in the town of Plain City Said mortgaged property is the same one half interest which was deeded by Henry Hansel to Churchman August 17th 1877. Said mortgage was filed with the Recorder of said County for record on the 24th day of May A.D. 1880 and now duly recorded in Mortgage Record Volume 16 Page 372 in the office of said Recorder

These defendants further say that the said F. Newman on the 6th day of July A.D. 1880 for a valuable consideration endorsed and delivered said promissory notes and at the same time transferred said mortgage security therefor to these defendants who are now the legal owners and holders of the same.

These defendants say there is due to them from the said Ann B. Sargent upon said promissory note the sum of One Thousand Dollars with interest thereon from the said 20th day of May A.D. 1880, at the rate of eight per cent per annum and which amount by virtue of said mortgage is a lien upon said premises commencing on said 24th day of May A.D. 1881,

These defendants therefore pray that this answer may be taken as a cross petition; that their said mortgage may be foreclosed; that said premises may be ordered to be sold and the proceeds applied to the payment of the said lien of these defendants in its proper order of priority and that they may have such other and further relief as shall be proper.

S.R. Harris Atty for Defendants

The State of Ohio }
Crawford County ss } C. H. S Stewart being sworn makes oath that he believes the statements of the foregoing pleading to be true.

C. H. S Stewart

Sworn to and subscribed before me and in my presence this 24th day of May A.D. 1881

Frederick Newman
Notary Public C.C.O.

Afterwards on the 24th day of May A.D. 1881, the following Answer was filed with the Clerk of said Court which reads as follows,

Henry K Fuller &c. } In Court Common Pleas of Union County Ohio.
vs
Ann B. Sargent et al. } And now comes the said defendant F. New-

man and for answer to the petition of the said plaintiff says that he was formerly owner of a lien upon the premises in plaintiffs petition described that said lien consisted of a mortgage executed to this defendant by said Ann B. Sargent on the 20th day of May A.D. 1880, to secure the note of G. D. Martin A. H. Swearingen and the said Ann B. Sargent to this defendant of that date for One Thousand Dollars due in one year with eight per cent interest

This defendant says that said mortgage was duly filed for record in the Recorder's office of said County on the 24th day of May A.D. 1880, and was recorded in Volume 16 Page 397 of the Mortgage Record of said County. Defendant further says that before the commencement of this suit he sold and transferred said note and mortgage to J. H. Stewart and C. H. D. Stewart a firm of Bankers doing business in Crestline Crawford County Ohio under the firm name of Stewart & Son, who are now the owners and holders of said promissory note and mortgage, and were owners thereof at the commencement of this action.

This defendant therefore prays that he may be hence dismissed and that said Stewart and Son, holders of said lien, may be made parties defendant herein

S. R. Harris Atty for defendant,

The State of Ohio
Crawford County ss } Fred. Newman, being sworn makes oath that he believes the statements of the foregoing answer to be true

Fred Newman

Sworn to and subscribed before me and in my presence this 24th day of May A.D. 1881.

P. H. Poole Notary Public
C. C. O.

Afterwards on the 4th day of Oct. A.D. 1881, the following Entry was made in the Journal of said Court which reads as follows,

Henry A. Fuller doing business
as Fuller Buggy Company Aff
Vs.
Ann B. Sargent et al Defts.

Union County Court Common Pleas

This cause came on for hearing on the petition of the plaintiff and the answer and Cross petition of F. Newman and J. H. Stewart and C. H. D. Stewart partners as Stewart and Son, The defendant Ann B Sargent being in default for answer and demurrer and the order was submitted to the Court. On consideration whereof the Court find, on the issue joined between the defendant Stewart and Son and the defendant Ann B. Sargent, for the said defendant Stewart and Son

and find the allegations of the answer and Cross petition of said Stewart and Son confessed as against the defendant Ann B Sargent and that said defendant Ann B Sargent is indebted to the said Stewart and Son the sum of 1000^{00} with interest thereon from May 20th 1880 at 8% which is the first and best lien on the premises mentioned in plaintiff's petition

And the Court further find on the issue Joined between the plaintiff and the defendant Ann B Sargent, for the plaintiff and find the allegations of the petition confessed as against the defendant Ann B Sargent, and that said defendant is indebted to the said plaintiff in the sum of $213.97 with interest thereon at 8% from the 6th day of Sept 1880 which is the next best lien on the premises mentioned in plaintiff's petition

It is therefore considered and decreed that unless the said defendant Ann B Sargent shall within three days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this case and to the plaintiff the sum of $213.97 with interest thereon from the 6th day of Sept 1880 at 8% and to the defendant Stewart and Son the sum of 1000^{00} with interest thereon from May 20th 1880 at 8%, the premises mentioned in plaintiff's petition towit: an undivided one half interest in the following described premises, situate in the County of Union and State of Ohio and in the Village of Plain City, viz: Commencing at the north east corner of Js Hunts lot: thence west with said Hunts line 99 feet to a stone in said line. Thence in northerly direction one hundred and eighty one (181) feet to a stake or stone, thence in an easterly direction one hundred and eighty two feet (182 feet) to a stone in the centre of the pike, thence in a southerly direction with the centre of said two hundred and fifteen (215) feet to the place of beginning, be sold, and an order of sale shall issue therefor to the Sheriff of Union County directing him to appraise, advertise and sell said premises and apply the same to the discharge of the liens thereon according to the plaintiffs priorities thereof as herein found and by the Court, and that he bring the balance of said proceeds into court for further order.

Thereafterwards on the 21st day of Nov A D. 1881 the following Order of Sale was issued by the Clerk of said Court which reads as follows,

The State of Ohio } To the Sheriff of said County greeting:
Union Co SS. }

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County,

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on the 4th day of October A.D. 1881, in the cause of the Fuller Buggy Company Plaintiff and Ann B. Sargent, et als Defendants, it was ordered and adjudged and decreed as follows, to-wit; that unless the defendant Ann B. Sargent, shall within 3 days from the entry of this decree, pay or cause to be paid to the Clerk of this Court, the costs in this case, and to the plaintiff the sum of $213.97 with interest at 8% from Sep 6th 1880 and to the defendant Stewart and Son the sum of $1000.00 with interest at 8% thereon from May 20th 1880, the premises mentioned in the plaintiff's petition to-wit, an undivided one half interest in the following described premises, Situate in the County of Union and State of Ohio and in the Village of Plain City, Commencing at the northeast Corner of J Hunts lot; thence west with said Hunts line 191 feet to a stone in said line; thence in a northerly direction 181 feet to a stake or stone; Thence in an easterly direction 182 feet to a stone in the centre of the pike Thence in a southerly direction with the center of said pike 210 feet to the place of beginning be sold and an order of sale shall issue therefor to the Sheriff of Union County directing him to appraise advertise and sell said Premises and apply the proceeds to the discharge of the liens thereon according to the priorities thereof as herein found, due by the Court and bring the balance into Court for further order,

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 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, Ohio, this 8th day of October A.D. 1881

W M. Winget Clerk.

The State of Ohio. } In obedience to the command of the
Union County ss. } Order of Sale hereto annexed I did
on the 17th day of October 1881, summon O.C. McCune, J McCune, H Harper three disinterested freeholders, residents 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 October A.D. 1881 said appraisers returned to me, under their hands and seals, that they did, upon actual view of

the premises, estimate and appraise thereof value in money of the same at Three Thousand 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 19th Day of October 1881, 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 19th day of November A.D. 1881, at 1 o'clock P.M. of said day. Sheriffs fees; Service 30¢; levy 30¢ Summoning and Swearing Appraisers $1.20 Conveying Appraisers $1.00; writing appraisal 30¢; Copy of Appraisal 35¢; Notice to printer 30¢; writing notice 30¢; Mileage $2.70. Total $6.40. Appraisers fees $3.00; Printers fees $9.00;

This writ returned by reason of a mistake in the advertisement

John Lobensack Sheriff

Afterwards on the 9th day of January 1882 the following Alias Order of Sale was issued by Clerk of said Court which reads as follows:

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

Whereas at a Court of Common Pleas holden at the Court House in Marysville in said County of Union upon the 4th day of October 1881, The Tuller Buggy Company obtained a Judgement or decree against Ann B. Sargent for the sum of $213.97 with interest at 8% from Sept 6th 1880, and Stewart and Son for the sum of $1000.00 with interest from May 20th 1880. And whereas it was then ordered, and thereby said Court adjudged and decreed that the said Ann B. Sargent within three days from the 4th day of October A.D. 1881 pay unto the said Tully Buggy Company and Stewart and Son the said sums so found due with interest from the said day of May and Sept. 1880 and costs aforesaid and upon default to pay the same, that an order of sale issue to the Sheriff of said County, commanding him to proceed according to the Statute regulating Judgements and executions at law, to sell the real estate described in the plaintiffs petition &c. And whereas the three days aforesaid have fully expired and the said sums and costs aforesaid, have not been paid, or any part thereof as appears to us of record; and whereas, under a former order of sale issued out of this Court, on the 5th day of October A.D. 1881, the following lands and tenements were appraised advertised towit: An undivided one half of the following described premises. Situate in the County of Union and State of Ohio and in the Village of Plain City, commencing at the North east corner of J. Hunts lot, thence west with said Hunts line 191 feet to a stone in said line;

thence in a northerly direction 181 feet to a stake or stone; thence in an easterly direction 182 feet to a stone in the centre of the pike. Thence in a southerly direction with the centre of said pike 215 feet to the place of beginning.

And whereas, no sale was had under said order, we therefore command you, that you proceed without delay to advertise and sell according to the Statute regulating Judgements and executions at law, the said premises above described under the appraisement had under the said former order of sale, to wit, $3000.00, and the money arising from said sale, and your proceedings herein, have you before our Court of Common Pleas next to be holden in and for said County of Union and make return of this order within sixty days from the date thereof.

Witness my hand and seal of said Court at Marysville, this 21st day of November A.D. 1881.

W. M. Winget Clerk.

The State of Ohio
Union County ss. } In obedience to the command of the Order of sale hereto annexed, I did on the 23d day of November 1881, cause 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 24th day of Dec. A.D. 1881 at 1 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 24th day of December A.D. 1881, at the time and place above mentioned, proceed to offer said lands and tenements at public sale at the door of said Court House, said property was not sold for want of bidders. Sheriffs fees: Notice to printer 30¢; Writing notice 30¢; Mileage $1.92 Total $2.52. Printers fees $9.00

John Hobensack
Sheriff.

Afterward on the 10th day of January 1882 the following affidavit with annexed advertisement was filed with the Clerk of said Court which reads as follows.

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 23d 1881.

J. H. Shearer.

Sworn to and subscribed before me, this 10th day of Jan 1882
W. M. Winget Clerk.

Annexed Notice
Alias Order of Sale

Henry K. Fuller
vs.
Anna A. Sargent.

Court of Common Pleas Union County Ohio.

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 24th 1881 at or about the hour of one o'clock P.M. the following described real estate towit: Situate in the County of Union State of Ohio and in the Village of Plain City towit: an undivided one half of the following described premises, commencing at the north east corner of J. Hunts lot, thence west with said Hunts line 191 feet to a stone in said line; thence in a northerly direction 181 feet to a stake or stone; thence in an easterly direction 182 feet to a stone in the centre of the pike; thence in a Southerly direction with the center of said pike 215 feet to the place of beginning. Appraised at $3000.00. Terms of sale, cash.

John Hobensack Sheriff
Union County.

Nov 23d 1881.--50 pf. $9.00

John A. Tibbets Attorney for Plaintiff

Attest: J. D. Bryan Clerk.

Pleas before His Honor John A. Price, 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 1st day of May A.D. 1882= Heretofore, to wit: on the 13th day of Sept. A.D. 1881, the following petition was filed with the Clerk of said Court, which reads as follows,

Victoria Peterson
vs
Theophilus Peterson

} Civil Action in the Court of Common Pleas of Union County Ohio

} The plaintiff Victoria Peterson says
1st That she has been a resident of the State of Ohio for more than five years and is at present a bona fide resident of Union County Ohio,

2d On or about the 29th day of May 1878 at Logan County Ohio, she was married to the defendant at Logan County Ohio, and she has ever since conducted herself towards defendant as a faithful and obedient wife,

3d The defendant disregarding his duties as a husband has been guilty of gross neglect of duty ever since their said marriage in that the said defendant wholly neglected to provide for Plaintiff the most common necessaries of life, and refused to support Plaintiff; and soon after their said marriage, wholly deserted and abandoned plaintiff without providing any support for her, and has ever since neglected and refused to support Plaintiff

4th Plaintiff says that defendant has been guilty of habitual drunkenness for over nine months last past all the time we lived together

5th Plaintiff says that defendant has been guilty of extreme cruelty in deserting Plaintiff while she was sick, and abandoning her without a home or any means of support. Wherefore Plaintiff asks that she may be divorced from the defendant and be allowed reasonable alimony and for further equitable relief

Joseph W. Lawrence Atty for Pff.

State of Ohio
Union Co. ss.

} Victoria Peterson being duly sworn on oath says she believes the facts stated and allegations contained in her foregoing petition to be true, The affiant says that the residence of defendant is unknown to her and that the same cannot be ascertained with reasonable diligence and that the service of a summons cannot be made on defendant, in this State,

Victoria Peterson

Sworn to before me and subscribed in my presence this 25 day of April 1881,

W. W. Hill Justice of the Peace
County aforesaid

Afterward on the 19th day of Sept 1881, the following reply was filed with the Clerk of said Court which reads as follows:

Victoria Peterson
vs
Theophilus Peterson

I hereby waive the issuing and service of process and enter my appearance, and agree that the case may be heard at the present term of said Court,

Theophilus Peterson

Sept 19th 1881.
Witness L.A. Rhodes

Afterward on the the following Entry was made in the Journal of said Court which reads as follows

Victoria Peterson
vs
Theophilus Peterson

This day this cause came on to be heard upon the pleadings in this case and the evidence being submitted to the Court and the Court being fully advised in the premises do find that the Plaintiff at the time of filing her petition had been a resident of the State of Ohio, for more than one year next preceding the same, and was at this time a bona fide resident of Union County, and that the parties hereto were married as in petition set forth

The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty habitual drunkenness and wilful absence, and that by reason thereof the plaintiff is entitled to divorce as prayed for. It is therefore ordered and adjudged by the Court, that the marriage contract heretofore existing between said Victoria Peterson and Theophilus Peterson be and the same is hereby dissolved and both parties are hereby released from the obligations of the same and that the said Victoria Peterson be restored to her maiden name of Victoria and that the said Victoria Peterson pay the costs of this action before the Entry is made on the Journal for which execution is awarded,

Attest: J. L. Bergman Clerk.

Case before His Honor John A Price 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 1st day of May 188 r. Heretofore to wit on the 6th day of March A.D. 1880 the following petition was filed with the Clerk of said Court which reads as follows

Marie O'Donnel
vs
Patrick O'Donnel

Court of Common Pleas Union County Ohio.

The plaintiff says that the defendant and she were lawfully intermarried on the 16th day of August 1861. and they have ever since continued as lawful husband and wife That they have children dependent on them, viz Maggie Mary James and Julia, the issue of said marriage besides other children in the family. That the plaintiff hath a son John who is now nearly a man grown, who has been and is an industrious and economical boy and who has greatly aided in the support of said family. That the defendant for many years has been a constant drinker of intoxicating liquors, and when he is drunk he is very abusive and violent. That as he grows older he becomes more violent and shiftless and for more than two years past has been a habitual drunkard and unfit for business for more than a year on that account.

That about the last of March 187[illegible] the defendant gave to plaintiffs son John one young mare called "Kate" four years old, and the use of one "Janey" three years old to work and raise a crop; and the old horses also; and agreed with said John and the plaintiff that John should take the land and manage their farming business and do the work and help maintain said family: that they were then and now living on lands of James Fullington in Union County, and as tenants farmed his lands on the shares, and during last year they raised a crop of corn in the manner aforesaid and the defendant helped at the work as he felt disposed, and until recently that arrangement continued. But now the defendant by reason of his drunkenness has broken up said arrangement, and refuses to let John have said young mares, and now is trying to sell the same with the design to use the money in drink and dissipation

Said James Fullington gave the plaintiff and defendant a cow, from which they have raised another cow, and have one yearling calf, which were and are the joint property of Plaintiff and defendant to use but not to sell. They have also some few young hogs, about 11 in all and some other old

work horses and colts of some value raised by them, and some corn raised last year and all the result of the saving industry of the plaintiff and said family and the gifts of the said Tullington family to them.

They also have a house and lot in Marysville which said defendant now threatens to rent and take up the rent thereof for years in advance in order to get money to spend in drink and in order to annoy and wrong plaintiff and his family.

That defendant during the last year and up to the present time has been a habitual drunkard & has wholly neglected the plaintiff and his family and has been guilty of cruel treatment of her by striking her, and abuse by profane and indecent language and by his attempts to annoy and abuse her, and he now will unless prevented by the injunction of this court sell and dispose of the said property and spend the proceeds in intoxicating drinks and will wholly deprive plaintiff and the said family of their means of support and cause her irreparable injury as well as himself.

The plaintiff asks reasonable alimony and the protection of the law in her person and property and to that end prays the injunction of this court restraining defendant from selling or disposing of said property or any of it until further order of the court and from receiving any money thereon for rents and from using any violence towards the plaintiff and that on a final hearing such order may be had as may seem best and right in the premises.

Robinson & Piper
Attys for Plaintiff.

The State of Ohio
Union County ss } Maria O'Donnell being duly sworn says the allegations of the foregoing petition are true

Maria O'Donnell.

Sworn to before me and signed in my presence this 5th of March 1880.

W. M. Kruger Clerk.

Having heard the application, the injunction is hereby allowed as prayed for, until further order of the court in the premises without bond.

March 5th 1880

John B Coats Probate Judge

Probate judges fee $2.00

Issue Summons and endorse "petition for alimony and injunction"

R & P. Attys for Plff.

3575

Afterward on the 1st day of March A.D. 1880 the following summons was issued by the Clerk of said Court which reads as follows,

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

We command you to notify Patrick O'Donnel that he has been sued by Maria O'Donnel in the Court of Common Pleas of Union County and that unless he answer by the 3d day of April A.D. 1880 the petition of the said Maria O'Donnel 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 5th day of March A.D. 1880

Witness my hand and the seal of said Court, this 1st day of March A.D. 1880.

W. M. Hunget Clerk,

In action for alimony and injunction allowed.

I hereby depute Sol Butz to serve this writ — J. J. Miller Sheriff.

The State of Ohio
Union Co ss } Received this writ March 5th A.D. 1880 at 10 o'clock A.M, and pursuant to its command, served the same on the 5th day of March 1880, by delivering a certified copy thereof with the endorsements thereon to the within named, Patrick O'Donnel, Sheriffs fees: service 30¢; mileage $1.20; copy 25; return 5¢; total $2.65

J. J. Miller Sheriff.

Afterward on the 4th of May 1880 the following Entry was made in the Journal of said Court which reads as follows,

3575 Maria O'Donnel
vs.
Patrick O'Donnel

Continued

Afterward on the 5th day of April A.D. 1881 the following affidavit was filed with the Clerk of said Court which reads as follows.

Maria O'Donnel
vs.
Patrick O'Donnel

Court of Common Pleas Union County Ohio.
Now comes John O'Donnel and being duly sworn says the said Patrick O'Donnel, on or about the 25th day of March A.D. 1878 in consideration of work by him done for him before that and that he should stay with defendant and help work for him & his family as long as they could agree, promised this affiant to give him a mare called Kate; of a dark grey color; of five years of age at this time. That this affiant has ever since then held and claimed said mare as his own. That

about one year ago said defendant was restrained by the injunction of this Court from selling or disposing of said mare or interfering with this affiants use of same.

That said defendant has taken said mare away from this affiant and removed her to Milford Centre and there threatens to sell her and now deprives this affiant from using her, all contrary to the said order of injunction

This affiant is still living with the defendant and his family but by reason of the abuse and threats of the defendant will be compelled as he believes to leave and take care of himself

John O'Donnel.

Sworn to before me and signed in my presence on April 5th 1881.

W. M. Winget Clerk.

Afterwards on the 5th day of April 1881 the following Supplemental petition was filed with said Clerk of this Court which reads as follows.

Maria O'Donnel
vs
Patrick O'Donnel

} In Court of Common Pleas Union County Ohio

The said plaintiff in addition to the several allegations of the original petition says that since filing her said petition the said John O'Donnel has remained with her and has been her main help and support and that they have raised a considerable crop of corn on the Fullington lands, and the said defendant is selling the same and using the money arising from the sale for intoxicating liquors which he is using, and leading a drunken life that he is threatening to sell the mare named in said petition as given to John and she says he has sent said mare away and she fears will sell the same.

She says that said defendant has often since filing said petition and up to the present time has continued his abuse and threats and ill treatment of the plaintiff in his drunkenness and he will unless he be arrested, dispose of and squander all of said property so that nothing shall remain for her support and that of her family.

Therefore she prays decree of alimony and injunction as she did in her original petition.

Robinson & Piper Attys for Plaintiff

The State of Ohio } Maria O'Donnel. being duly sworn deposes and
Union Co ss } says the allegations of the foregoing petition are true.

Maria O'Donnel.

Sworn to before me and signed in my presence this 5th day of April 1881.

W. M. Winget Clerk.

Pleas before His Honor. John A Price 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 & State of Ohio. May 1st A.D. 1881. Heretofore towit: On the 24th day of Sept. A.D. 1881 the following petition was filed with the Clerk of said Court which reads as follows.

Maria O'Donnel
vs.
Patrick O'Donnel

Court of Common Pleas Union County Ohio

The said Maria O'Donnel says she is now and for more than a year past past has been a bona fide resident of said County of Union, Ohio. That the defendant Patrick O'Donnel is also a resident of said County of Union. The plaintiff and defendant were lawfully intermarried in the County of Clark Ohio on the 16th day of Aug. 1861, and as the issue of said marriage they have two minor children with them, viz Mary O'Donnel aged 15 years now living with plaintiff and James O'Donnel aged Eleven years with the defendant.

The plaintiff says that for many years the defendant has been a hard drinker of intoxicating liquors and for more then three years last past has been a habitual drunkard. That the defendant has for many years during said marriage cruelly treated the plaintiff by striking her kicking her, beating her and continued to repeat said cruel acts every few days up to the First day of last May, and during said years shamefully treated the plaintiff by calling her disgraceful names in the presence of their children and charging her with disgraceful conduct in the presence of her children and by taking the earnings of herself and her children and selling it for drink on which he became intoxicated. All of said cruel treatment insults and wrongs the plaintiff bore for the sake of said children until May last when having failed in all of her attempts to obtain any reformation of defendant, believing she ought not and could not with safety continue to remain with defendant she left the house and took with her the remaining children except James whom defendant controls and holds under his control, but plaintiff says she desires also the said child and will take good care of him and she says the defendant is not fit to have the care and education of him.

The plaintiff says the defendant has frequently threatened the life and person of the plaintiff and she fears the defendant will injure her in some way by violence if not restrained by Order of the Court. The said plaintiff has always treated the defendant properly and has during her whole life worked hard in the house, in the field and for others to support their family, and

notwithstanding all of the defendants wrongs they have saved some property which stands in the name of the defendant and is in his possession and under his control although an injunction has been continued over him forbidding him to sell the property in a cause now pending in this Court to restrain him on the petition of this plaintiff against him filed for that purpose.

The said property is described as follows; viz. Real estate in Union County Ohio in the Village of Marysville part of outlot N° 6 & 7 of the Matthiott outlots North of Marysville, beginning on the west line of a lot sold by John Cassil to L. H. Burroughs; thence with his line S 89° E 14 poles to a stake in Burroughs corner; thence N. 1° E 5 3/4 poles to a stake; thence N. 89 W. 14 poles to the line of lands formerly owned by Hadhams; thence S. 1° W. 6 3/4 poles to the beginning containing one half acre more or less, same lot conveyed to Tease by John Cassil by deed recorded in Book 19 page 139 and by Tease to O'Donnel by deed recorded in Vol 22 page 528

Also the following personal property viz. seven horses named Flora, Charlie Doll, Nell Bell, Pet and a yearling colt; two cows, five large hogs, fifteen shoats or pigs; 60 bushels of wheat in the Millford Mill of S. Elliott and one half of 30 acres of corn on the farm of James Fullington, and some household furniture

The plaintiff has also the following personal property in her own name and her own right; viz; a new carpet on the floor of the front room below; also a carpet on the bedroom floor up stairs; also six pictures in the house framed and hanging up on the wall; two pieced quilts; 2 comforts; 2 smoothing irons.

The plaintiff says she has ever since last May maintained herself and she has no means of support except her own earnings not means to prosecute this petition. She says she has, by reason of said Kickings beating and personal assaults, committed upon her by defendant, become diseased and crippled and a great sufferer and is much less able to support herself, than she would otherwise have been. That the defendant, though often requested to make a just division of the said property, refuses to make any allowance to her whatever and plaintiff says the defendant is now on the farm of James Fullington, but is required to give up said premises by the 1st of October next and he has no place to keep said property and threatens to & will dispose of the same by that time if not restrained by the injunction of this court and will squander the proceeds of said sale and thereby wholly deprive plaintiff of all power to obtain proper alimony.

The plaintiff says she is entitled to a decree of divorce dissolving said marriage contract, and to the custody of said two minor children, to alimony pending suit, and for alimony out of said real estate and personal property, and for an injunction restraining him in the meantime from selling said property, or destroying the same or from hindering the plaintiff from getting away from the house her own separate property, and restraining defendant from any kind of personal violence against her and she says the defendant will not be able or disposed to take care of said property after the 1st of Oct 1881, and therefore it is necessary that a Receiver be appointed and authorized to take possession of the said property for the protection of the said plaintiff and that so much thereof as is of a perishable nature may be sold under the order of the Court to be held for the future order of the Court.

Therefore the plaintiff prays for a decree of divorce from defendant for alimony pending suit, for the allowance of permanent alimony; for an order of injunction as above set forth, restraining the defendant from selling said property or destroying the same, from using personal violence to plaintiff, from interfering with her getting possession of her said property in her own right and for the appointment of a Receiver and an order of sale of the property and for such other relief as may be proper.

Robinson & Piper Attys for Plff

The State of Ohio
Union Co ss

Maria O'Donnel plaintiff being duly sworn says the allegations of the foregoing petition are true

Maria O'Donnel

Sworn to before me and signed in my presence this 1st day of Sept 1881

W. M. Wright Clerk,

Issue summons and endorse "petition for divorce alimony and injunction. Copy pet"

R & P, Attys for plff.

Afterwards on the 3rd day of Oct A.D. 1881, the following Supplemental petition was filed with the Clerk of said Court, which reads as follows:

Maria O'Donnel,
vs
Patrick O'Donnel

Court of Common Pleas Union County Ohio

The said plaintiff now comes and files her supplemental petition in this case and says that since she filed her petition for divorce and alimony, the said Patrick O'Donnel has made a sham sale of the horses and colts and hogs and pigs mentioned in said petition, to Orrin Hammond, Jr. but said sale was made by said defendant Patrick O'Donnel for the purpose of cheating and defrauding the plaintiff as said

Orrin Hammond Jr well knew at the time and no consideration has been paid for the same but the said horses and other property has has been delivered over to said Orrin Hammond Jr and is in his possession but unless he be restrained from removing the same by the injunction of this court the said Orrin Hammond Jr will pay for the same and remove the same so that plaintiff cannot obtain proper alimony.

The plaintiff prays that said Orrin Hammond may be made a party to this proceeding and be enjoined from selling or disposing of said property or paying said Patrick O'Donnel for same and that he may be required at the final hearing of this cause to pay to plaintiff such sum as she may be allowed as alimony in this case or so much as may be the value of said property and that he may pay to her on such alimony such sum as he may be indebted to said Patrick O'Donnel and that plaintiff may have such other relief in the premises as may be right and proper.

Robinson & Piper.
Attys for Plaintiff

The State of Ohio
Union County ss. } Maria O'Donnell, plaintiff being duly sworn deposes and says the allegations of the above supplemental petition are true.

Maria O'Donnell.

Sworn to before me and signed in my presence this 3 day of Oct 88.
W. M. Winget Clerk.

I issue summons for Patrick O'Donnel & Orrin Hammond Jr and endorse "petition for divorce alimony and other relief.

Afterwards on the 3 day of Oct 88. the following affidavit was filed with Clerk of said Court which reads as follows.

Maria O'Donnel
vs
Patrick O'Donnel } Court Common Pleas Union County Ohio.

The said Maria O'Donnel being duly sworn deposes and says that since the injunction was allowed in this case the said Patrick O'Donnell has in violation of the said injunction made a pretended sale of the horses therein mentioned to one Orrin Hammond, but said sale as she believes is only a sham.

Maria O'Donnell

Sworn to and subscribed in my presence this 3d day of Oct 88.
W. M. Winget Clerk

Heretofore on the 3d day of Oct 88. the following Entry was made on the Journal of said Court which reads in words as follows.

Maria O'Donnell } This day came on this cause to be heard
vs } by the Court on motion for temporary in-
Patrick O'Donnell. }

junction Whereupon the Court do allow said injunction as prayed for until further order of the Court and no injunction bond required.

Afterwards on the 4th day of Oct 1881 the following Summons was issued by the Clerk of said Court which reads as follows.

The State of Ohio
Union County ss } To the Sheriff of Union County greeting

You are commanded to notify Patrick O'Donnel that Maria O'Donnel 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 him) charging him with gross neglect of duty and asking that she be divorced from him and that she be allowed reasonable 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 17th day of October A.D. 1881.

Witness my signature and Clerk of our said Court at Marysville this 3d day of October A.D. 1881

W.H.H. Winget Clerk,

Summons in action for Divorce and alimony injunction allowed.

Received 11 o'clock A.M. on the 3d day of October A.D. 1881 and on the 3d day of October A.D. 1881 I served the same by delivering a true copy thereof with the endorsements thereon to the within named Patrick O'Donnel defendant. I also delivered to Patrick O'Donnel Defendant a copy of the petition in this case

John Hobeneack, Sheriff.

Sheriffs fee: Service 30¢: Copy 20¢: M $1.60. Total $2.10

Afterwards on the 5th day of October A.D. 1881 the following Summons was issued by the Clerk of said Court which reads as follows

The State of Ohio
Union County, ss. } To the Sheriff of the County of Union greeting,

We command you to notify Patrick O'Donnel and Orrin Hammond Jr that they have been sued by Maria O'Donnell in the Court of Common Pleas of Union County, and that unless they answer by the 5th day of November A.D. 1881, the petition of the said Maria O'Donnell against them filed in the Clerks Office of said Court, such petition will be taken as true and Judgement rendered accordingly. You will make due return of this summons on the 17th day of

October A.D. 1881. Witness my hand and the seal of said Court, this 3rd day of October A.D. 1881

H.M. Winger Clerk

In action for divorce and alimony and other relief.

The State of Ohio
Union County ss } Received this writ Oct 3rd A.D. 1881 at 10 o'clock A.M. and pursuant to its command I served the same by delivering a certified copy thereof with the endorsements thereon to each of the within named Defendants on the 3rd day of October 1881

Sheriff fees Service 40¢ mileage $1.20 copy 40¢ Total $2.55

John Hohenzack Sheriff,

Afterwards on the 16th day of November 1881 the following Answer was filed with the Clerk of said Court which reads as follows.

The State of Ohio Union County ss
Maria O'Donnell Plaintiff
vs
Patrick O'Donnell Defr } To the Court of Common Pleas

The said defendant Patrick O'Donnell, now comes and for answer to the petition of the said plaintiff says; that he admits that the said plaintiff is a resident of said County and State, and that she was married to the defendant as stated in the said petition and that the two children was born to them as stated and further that the said defendant is the owner of the real estate mentioned in the said petition. But this defendant denies each and every allegation and averment in said petition contained not herein admitted.

Further answering this defendant says that he has always conducted himself towards said plaintiff as a kind and faithful husband, but the said plaintiff ever since her marriage with defendant has been addicted to the use of intoxicating liquors and has been quarrelsome with, and jealous of the defendant without cause.

The said plaintiff has been guilty of gross neglect of duty extreme cruelty and abandonment of the defendant without cause. The defendant says that the Real Estate he has was owned by him before his marriage with the said plaintiff, and that she in no way contributed to the acquisition of the same. The other property of the said defendant was sold by him before the summons was served upon him in this case, and before he had any knowledge of the said injunction. The said property was sold by him to said Orrin Hammond on the 26th day of September last and the same was then delivered to said Hammond, and he gave his negotiable promis-

sory note for the purchase money. The said sale was made in good faith and for the reason that defendant could not well keep said property; and it was to his interest to sell the same. The said property sold to said Hammond consisted of three Horses 4 Hogs and six pigs and defendant half of about thirty acres of corn in the field. Defendant says that since his marriage with the said plaintiff she has conducted herself lewdly with other men and constantly ill treated the defendant without cause.

Defendant therefore prays that he may go hence and that the said injunction may be dissolved and for all proper relief.

Cameron & Benton.
Atty's for Defendant.

The State of Ohio
Union County ss. } Patrick O'Donnel being first duly sworn says the facts stated in his foregoing answer are true as he verily believes.

Patrick X O'Donnel
his mark

Sworn to before me by said Patrick O'Donnel and by him signed in my presence this 18th day of November 1881.

H J King J.P.

Afterwards on the 16th day of Nov A.D. 1881 the following answer was filed with the Clerk of said Court which reads as follows.

Maria O'Donnel
vs
Patrick O'Donnel } Now Comes said Orrin Hammond one of the defendants herein, and for his separate answer says: that he denies that the sale of said property was a sham, but on the contrary says that on the 26th day of September 1881 he purchased of the said Patrick O'Donnel, three head of horses, 4 hogs, six young pigs and the half interest of said Patrick O'Donnel in about 30 acres of corn, and that he gave his negotiable promissory notes therefor; that said sale was made in good faith and was honestly made, and at the time thereof this defendant had no notice whatever of this suit. This defendant therefore asks to go hence with his cost

Cameron & Benton
Attorneys for O Hammond

State of Ohio
Union Co ss } Orrin Hammond being first duly sworn say the facts stated and alleg ations made in his foregoing answer are true as he verily believes

Orrin L. Hammond.

Sworn to before me by said Orrin Hammond and by him signed in my presence this 16th day of November 1881 H. J King J. P.

Afterward on the 9th day of January 188[illegible] the following Entry was made in the Journal of said Court which reads in words as follows.

35788 Maria O'Donnel.
39 00 vs.
Patrick O'Donnel

By consent of parties the above named two causes are consolidated into one cause and thereupon the parties have by their written agreement settled between themselves the question of alimony and property as follows viz: the plaintiff is to have two horses "Kell and Pet" one yearling colt, two cows in Fullingtons pasture: 3 bushels of wheat in Elliotts Mill: one double set of harness: one sewing machine: the new carpet and one hundred and twenty dollars in cash, but she is to pay James Fullington at #10 pasture bill, but all the other property of said parties is to belong to defendant and the real estate he is to have and to hold clear of any right of dower by plaintiff which settlement of property the court find to be reasonable, and therefore it is ordered and decreed by the Court that said settlement be and the same is hereby confirmed by the Court. And as to the question of divorce and custody of the children this cause is set down for hearing during this term of the court.

Afterward on the 24th day of May 188[illegible] the following Entry was made in the Journal of the Court which entry reads in words as follows.

Maria O'Donnel.
vs.
Patrick O'Donnel.

This day this cause came on to be heard further upon the papers filed herein and the evidence and was argued by counsel. On consideration whereof and the Court being fully advised in the premises finds that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona fide resident of this County of Union and that the parties heretofore were married as in said petition set forth. The Court further finds upon the evidence adduced that the defendant has been guilty of habitual drunkenness for a period of more than three years prior to the filing of the petition herein and that by reason thereof the plaintiff is entitled to a divorce as prayed. It is therefore considered and adjudged by the Court that the marriage contract heretofore existing between the said Maria O'Donnel and Patrick O'Donnel be and the same is hereby dissolved and both parties are allowed release from the obligations of the same.

It is further considered that the costs in this case as consolidated be equally divided between the said Maria

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O'Donnel and Patrick O'Donnel, and that each party pay half thereof. That in default of such payment by either party that execution be issued against the party in default for such payment.

Attest: J. L. Burgner, Clerk.

Pleas before His Honor John A. Price 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, May 1st 1882. Heretofore to wit: On the 15th of Nov A D 1881, the following petition of, was filed with the Clerk of said Court, which reads as follows:

George Parrott
vs.
John H. Haskell et al.

Court of Common Pleas, Union County, Ohio.

The plaintiff says, that plaintiff and the defendant, John H. Haskell, who resides in Cook County in the State of Illinois are seized of an estate as tenants in common in fee following lands and tenements situate in the Township of Jerome in the County of Union, in the State of Ohio and in the Village of Plain City and bounded and described as follows, to wit: beginning at the North east corner of J. Hunts lot, thence west with said Hunts line 191 feet, to a stone in said line; thence in a northerly direction 181 feet to a stake or stone; thence in an easterly direction 182 feet to a stone in the centre of the Pike; thence in a southerly direction with the center of

spike 215 feet to the place of beginning, to include all buildings and machinery.

2d The plaintiff and the defendant John M. Haskell have the following undivided Estate in said premises, to wit: I. The plaintiff one undivided one half in fee: II. The said John M Haskell one undivided one half in fee.

3d The plaintiff says that the defendants J. S. Stewart and C. K. Stewart who reside in Crawford County, Ohio and are doing business under the firm name of Stewart and Son and the defendant Henry K. Fuller who resides in Franklin County Ohio and is doing business under the name of The Fuller Buggy Company, each have or claim to have some lien upon or claim to some portion of the above premises, but of the nature of or extent of said claim or claims plaintiff is not advised and he therefore asks that each of said above named parties be made defendants herein and also be required to answer and set forth whatever interest they may severally claim therein.

4th The plaintiff desiring to hold his said interest in severalty prays that his interest in said premises may be set off in severalty, or, if partition of said premises cannot be made without manifest injury then that the said premises be sold or otherwise order taken pursuant to the Statute in such case provided

A. T. Carpenter } Attys for Plff.
J. M. Brodrick }

The State of Ohio, } A. T. Carpenter being sworn says he is
Union County SS. } one of the attorneys of the above named Plaintiff in the action and duly authorized That said plaintiff Geo. Herriott is a non resident of said County of Union and is now about the time. Affiant further says the facts stated and allegations contained in plaintiff's foregoing petition 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 November A.D. 1881

W. H. Knight Clerk.

Issue summons in above case for defendant John M. Haskell to Sheriff of Cook County Illinois, also copy of petition make summons returnable according to law. Indorse "Action for Partition" A. T. C. & J. M. B. Attys.

Copied for Stewart & Son Dec 17th 1881 Fees 41 cts

Afterward on the 19th day of November 1881 the following Entry was made in the Journal of said Court which reads as follows:

George Herriott } Court of Common Pleas Union County Ohio.
John M. Haskell et al } I hereby waive the issuing and service of

summons in the above entitled case and enter my appearance herein.

H.K. Tuller

Columbus O. Nov 17th 1881

By J.M. Tibbetts, his atty

Afterwards on the 19th day of November 1881 the following entry was filed with the Clerk of said Court which reads as follows.

Geo. Herriott
vs.
John K. Haskell et al

} Court of Common Pleas Union County Ohio.

We hereby waive the issuing and service of ~~Summons~~ in the above entitled case and enter our appearance herein.

Stewart and Son

Crestline Ohio Nov 17th 1881

Afterwards on the 25th day of November 1881 the following Summons was issued by the Clerk of said Court which reads as follows

The State of Ohio
Union County ss

} To the Sheriff of the County of Union greeting

We command you to notify John K. Haskell that he and others have been sued by George Harriott in the Court of Common Pleas of Union County and that unless he answer by the 17th day of December A.D. 188 the petition of the said George Harriott against them filed in the Clerks office of said Court, such petition will be taken as true, and Judgement rendered accordingly

You will make due return of this summons on the 28th day of November A.D. 1881.

Witness my hand and the seal of said Court, this 15th day of November A.D. 1881

W.M. Winget Clerk,

In action for partition

The State of Illinois
Cook County, ss

} Received this writ November 28, 1881 at and pursuant to its command served this writ on the within named John K. Haskell by leaving a copy of this summons also a copy of the petition in this cause, at his usual place of abode, with Charles A Storey a member of his family, a person of the age of ten years and upwards at the same time informing him of the contents thereof the 21st day of November A.D. 1881. Sheriffs fee Paid $2.00

Orrin L. Main Sheriff

By A.J. Slow Deputy

Afterwards on the 3d of January 1882 the following Answer was filed with the Clerk of said Court which reads as follows.

George Harriott
vs.
John K. Haskell et al

} In Court of Common Pleas Union County Ohio.

Now comes the said defendant C.H.S. Stewart and for

answer to the petition of the said plaintiff or to so much thereof as he is advised it is necessary and material that he should answer, says: that the said J. H. Stewart recently departed this life, and that this defendant is surviving partner of the said firm of Stewart and Son and as such is owner of the judgement and decree hereinafter mentioned.

This defendant further answering said petition says, that at the September term of this Court A.D. 1881 the said firm of Stewart and Son recovered a judgement and decree in this court against Ann P. Sargent and Augustus Swearingen for $1105-- and cost of suit and which judgement was adjudged to be the first and best lien upon the one undivided half of the Real estate in plaintiffs petition described, that said judgement and decree were rendered upon foreclosure of a mortgage upon said premises and said lien by virtue of said mortgage began and continued from the 20th day of May A.D. 1880

This defendant further says that no part of said judgement has been paid but the same still subsists in full force and operates as the first and best lien upon said premises. This defendant therefore prays that his said lien may be duly protected and in case said premises should be ordered to be sold herein that out of one half of the purchase money said judgement and decree with the accruing interest and costs may be ordered to be paid.

S. R. Harris
F. Newman } Atty's for Defft.

The State of Ohio
Crawford County, Ohio ss } C. H. S. Stewart being sworn makes oath that he believes the statements of the foregoing answer to be true.

C. H. S. Stewart.

Sworn to and subscribed before me and in my presence this 30th day of December A.D. 1881

F. K. Anderson Justice of the Peace.

Afterwards on the 11th day of Jan. A.D. 1882. the following entry was made in the Journal of said Court which reads as follows,

George Herriott
vs
John. H. Haskell. et al

Ord. now came the said George Herriott by his attorneys and thereupon this cause came on to be heard upon the petition of plaintiff and answer of C. H. S. Stewart (the other defendants failing to demur or answer) and the evidence and was argued by counsel: on consideration whereof the Court do find that due

notice of the pendency of this action has been given according to law, and the Court do further find that the said Geo. Herriott has a legal right to and is seized in fee simple of one undivided one half of said premises and the Court do further find that the said John H Haskell is tenant in common with the said George Herriott in said premises and that he is seized of one undivided one half thereof subject to the liens thereon of the defendants Stewart and Son, (now G.H.S Stewart) and The Fuller Buggy Company. 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 Sager, George Leacum, and Robert McCrory, partition be made of said premises in the following proportions to wit; to the said Geo. Herriott one half part thereof and to the said John H. Haskell one half part thereof. and it is further ordered that the Sheriff return his proceedings in the premises forthwith.

Afterwards on the 27th day of Jan 1882. the following answer and Cross petition was filed with the Clerk of said Court which reads as follows,

George Herriott
vs
John H. Haskell. et al. } And now comes Frances E. Stewart said by leave of Court, first obtained files this her Answer by way of Cross petition in this case and says; Heretofore to wit, on the 6th day of September A.D. 1880 in the Court of Common Pleas of Franklin County Ohio, one Henry K Fuller, doing business as Fuller Buggy Company obtained a judgement against Ann B. Sargent & S. D. Martin and Augustus Swearingen on confession by power of Attorney for the sum of Two Hundred $\frac{23}{100}$ Dollars debt with 8% interest thereon and $3 $\frac{30}{100}$ original and $9 $\frac{87}{100}$ increased costs which Judgement and costs are still due and unpaid On the 6th day of December 1880 the Clerk of the said Court of Common Pleas of Franklin County issued an execution in said case directed to the Sheriff of said Union County which said execution for want of goods and chattels whereon to levy was levied on an undivided one half interest of the lands and tenements mentioned in the plaintiffs petition by the said Sheriff of Union County on the 29th day of January A.D. 1881. which said undivided one half interest was in the name of said Ann B Sargent; whereby the said Fuller Buggy Company obtained a lien on the said undivided one half of said premises for his said Judgement and costs which said lien is still a

subsisting lien. On the 11th day of April 1881 the said Fuller Buggy Company filed this petition against the said Ann B Sargent, et al who had or claimed to have some lien upon said premises, in the Court of Common Pleas of said Union County setting forth the obtaining of said Judgement and the making of said levy, and that said Judgement was still due and unpaid.

On the 4th day of Oct 1881 by the consideration of this court, said Fuller Buggy Company obtained a decree in said case in his favor, and an order of sale of said premises; the undivided one half thereof, which was duly advertised for sale on the 24th day of December 1881, On the d. day of said order of sale was returned, indorsed not sold for want of bidders.

On the day of 1881 said Ann B. Sargent conveyed her interest in said premises to the defendant John H Haskell who is now owner of said undivided one interest in said premises. On the 9th Day of November, A.D. 1881 the said Fuller Buggy Company sold and transferred all its right and interest in and to said Judgement to the defendant Frances E. Stewart, who is now the owner of the same.

No part of said Judgement or costs hereon have been paid. There is now due this defendant said sum of $200 53/100 with interest thereon @ 8% from Sept. 6th 1880 and $13 7/100 with interest thereon at 6% from Dec 6th 1880 on said Judgement and costs in said Franklin Common Pleas Court.

The costs heretofore made in this Court to obtain and enforce said lien as taxed by the Clerk of this court and is a lien on said premises, are $ This defendant therefore prays that when the premises mentioned in plaintiffs petition are sold, and the proceeds thereof are distributed that the Judgement and cost before set forth be ordered paid to this defendant out of the proceeds of the sale of the undivided half of said premises owned by the said Ann B. Sargent, Jany 29th 1881 and now owned by the defendant John H. Haskell. and for all other proper relief.

John H. Tibbetts
Atty for Francis E. Stuart

Franklin County } Frances E Stuart being duly sworn
State of Ohio } says that the facts stated and allegations in her foregoing answer & cross petition are true as she verily believes

Frances E Stuart

Sworn to and subscribed in my presence by Frances E. Stuart this 17th day of Jany A.D. 1882
Notary fee 25 cts

W F. Griswold Notary Public
Franklin County Ohio.

Afterwards on the 27th day of Jan. 1882 the following Entry was made in the Journal of said Court which reads as follows;

George Harriott
vs
John H. Haskell et al

Court of Common Pleas, Union Co ss

On motion leave is hereby given to Frances E Stuart to be made a party defendant in this case with leave to file her answer to the petition of the plaintiff forthwith, and answer by way of cross petition filed.

Afterward on the 27th day of January 1882 the following Writ of Partition was filed with the Clerk of said court which reads as follows;

The State of Ohio
Union County ss

To the Sheriff of said County, greeting

We command you that without delay, by the oaths of F J Sager, George Leasure and Robert McElroy 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 township of Jerome in the County of Union in the state of Ohio and in the Village of Plain City and bounded and described as follows to wit. Beginning at the northeast corner of J. Harris lot thence west with said Harris line 191 feet to a stone in said line. Thence in a northerly direction 181 feet to a stake or stone; thence in an easterly direction 182 feet to a stone in the centre of the Pike; Thence in a southerly direction with the centre of said Pike 215 feet to the place of beginning, to include all buildings and machinery among the persons named herein and in the following proportion to wit; George Harriott one half; John H. Haskell one half, 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 George Harriott petitioner and the said John H. Haskell & others are respondents; and that your proceedings in the premises you distinctly certify under your hand to our said Court forthwith.

Witness my hand and the seal of said Court of Common Pleas, at the Court House in Marysville this 14th day of January A.D. 1882.

W. M. Winget Clerk.

As commanded by the foregoing writ of Partition I have executed the same by the oaths of R. McElroy, Geo. Leasure, Fred J. Sager, causing said partition to be made as will appear by the report of the Commissioners herewith returned. Sheriffs fees, S. 45¢; Tm $3.60; Ex writ $1.20; Swear Com $1.20; Report of Com 50¢; Total $6.25. Survey $3.00 Com. fee $2.00. Given under my hand, this 20th day of January A.D. 1882

John Hobensack Sheriff.

Commissioners Report in Partition

Geo Harriott
vs.
John H Haskell et al

Union Co ss, 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 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, including all building and machinery at Six Thousand, (6000)

Given under our hands this 25th day of January A.D. 1882

R. McCrory
George Leasure
Fred Seager
} Commissioners

Afterwards on the 18th day of March 188- the following Order of Sale in Partition was filed with Clerk of said Court which reads as follows,

The State of Ohio
Union Co 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 January term A.D. 188- in a certain Petition for Partition, now pending in said Court, wherein George Harriott is petitioner and John H. Haskell and others are respondents, we command you that without delay you proceed to sell at public auction, the lands, and tenements in said petition described to wit, Situate in the Township of Jerome in the County of Union in the State of Ohio and in the Village of Plain City. Bounded and described as follows, to wit; beginning at the North East corner of Hunts lot. - Thence west with said Hunts line 191 feet to a stone in said line; Thence in a northerly direction 181 feet to a stake or stone; Thence in an easterly direction 182 feet to a stone in the centre of the Pike, Thence in a southerly direction with the centre of said pike 215 feet to the place of beginning to include all buildings and machinery appraised at $6000 00; 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 6th day of February A.D. 188-

W. H. Wright Clerk,

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 18th day of March, A.D. 188-, 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, said property was not sold for want of bidders. Sheriffs fees: Service 30¢ Mileage $1.20 Copy to Painter 30¢: Total $3.00

Printers fees $9.00

John Habensack, Sheriff
Union County Ohio.

Heretofore to-wit the ____ day of ____ 188- the following Entry was made in the Journal of said Court which reads as follows,

George Herriott
vs
John. K. Haskell & others

On motion to the Court, by counsel for said petitioners 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 herein 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 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.

Afterwards on the 29th day of April the following order of sale was filed with the Clerk of said Court which reads as follows,

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 January term A.D. 1882. in a certain Petition for Partition now pending in said Court wherein George Herriott is petitioner and John. K. Haskell, et als, are Respondents, we command you that without delay you proceed to sell at public auction, the lands and tenements in said petition described, to-wit, situate in the township of Jerome in the County of Union, in the State of Ohio and in the Village of Plain City. Bounded and described as follows, to-wit, beginning at the North East corner of J. Hunts lot, thence west with said Hunts line 191 feet to a stone in said line. Thence in a northerly direction 181 feet to a stake or stone Thence in an Easterly direction 182 feet to a stone in the Centre of the Pike. Thence in a southerly direction with the centre of said Pike 215 feet to the place of beginning to include all buildings and machinery, appraised at $6000.00 and that you proceedings in the premises you make known to our said Court of Common Pleas at their next term and have you then and there this Writ.

Witness my Hand and the Seal of the said

Court at Marysville this 21st day of March A.D. 1882
J. S. Pingree. Clerk.

Sheriffs Return. I 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 29th day of April A.D. 1882 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 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 29th day of April 1882, at the time and place mentioned proceed to offer said lands and tenements at public sale, and then and there said George Harriott who bid in the same the sum of $4000 oo and said sum being more than two thirds of the appraised value thereof, and said Geo Harriott being the highest and best bidder thereupon, I then and there publicly sold and struck off said lands and tenements to him for said sum of Four Thousand and one dollars said sum being more than two thirds the appraised value: and he being the highest and best bidder was declared the purchaser.

Sheriffs fees: service 30c: mileage $2 70 Copy to Printer 30¢ Poundage $20 oo Total $23 00: Deed $2 oo Printers fee $10 oo

John Robensack Sheriff
Union County Ohio.

Afterwards on the day of 18 the following Entry was made in the Journal of said Court which reads as follows,

George Harriott
vs
John N. Haskell et al

And now came the said George Harriott by his attorneys, 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 satisfied on examination that said sale has been made in all respects 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 by deed duly executed to convey said premises to said purchaser, George Harriott in fee simple and it is further ordered that said Sheriff out of the moneys in his hands pay first the costs of this case (including a counsel fee of $85 oo to Carpenter and Brodrick) taxed to $156 35. And the said George Harriott assumes the payment of the taxes on said lands amounting to $70 26

The Court find that of the remainder, to wit $3773 67

the sum of $188 54 belongs to the said George Harriott and that by his purchase of the premises, he need not account to the Sheriff for that portion of the proceeds of said sale, but the same is in full of the share of said plaintiff thereto. And the Court find that there would be due the said John H. Haskell the sum of $1886,83 but the said defendants Frances E Stuart and E. H. S. Stuart, having filed answers and cross petitions herein setting forth their respective liens on the part of said premises owned by said Haskell, the Court order that the Sheriff pay out of the said portion of said proceeds going to said Haskell, the said liens as follows, I To the said Frances E. Stewart, the sum of $242 47 being the amount of his said claim and the interest thereon. II To the said E. H. S. Stuart the sum of $1158 00 being the amount of his claim and the interest thereon. III To the Clerk of the Court of Common Pleas of Union County Ohio the sum of $46 74 being the costs in the case of The Fuller Buggy Company vs. Sargent et alz in the said Court of Common Pleas of Union County Ohio, and IV To the said defendant John H. Haskell the remainder of his part of said proceeds, to wit $439 62

Afterward on the 3d day of May A.D. 1882 the following affidavit with annexed notice was filed with Clerk of said Court which reads as follows,

The State of Ohio }
Union Co 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 Feb. 15th, 1882

W. O Sheadel,

Sworn to and subscribed before me this 3d day of May, 1882.

J. L. Burgner. Clerk,
Court of Common Pleas, Union County Ohio.

George Harriott
vs
John H. Haskell 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 sale at the door of the court house in Marysville Ohio, on Saturday March 18th 1882 at or about the hour of one o'clock P.M. on said day the following described real estate to wit; Situate in the township of Jerome, in the County of Union, State of Ohio, and in the Village of Plain City, bounded and described as follows; beginning at the northeast corner of Hunts lot; thence west with said Hunts line 191 feet to a stone in said line; thence in a northerly direction 181 feet to a stake or stone; thence in an easterly direc-

tion 18½ feet to a stone in the centre of the Pike; thence in a southerly direction with the center of said pike 215 feet to the place of beginning, to include all buildings and machinery. Appraised at $6000.00 Terms of sale, one third cash in hand, one third in one year, one third in two years with intrest on the deferred payments, and to be secured by mortgage on the premises sold.

A.J. Carpenter } Attorneys
Jno M. Brodrick }

John Hobensack, Sheriff of
Union County Ohio

Feb 15th 1882 - 5 w - pf $9.00

Afterwards on the 3rd day of May A.D. 1882 the following affidavit with annexed notice was filed with Clerk of said Court which reads as follows.

Court of Common Pleas 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 March 29th 1882.

W.O Shearer,

Sworn to and subscribed before me, this 3rd day of May 1882.

J.D. Burgner, Clerk,

Court of Common Pleas Union County Ohio.

George. Harriott
vs.
John. H. Haskell 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 sale at the door of the court house in Marysville Ohio, on Saturday, April 29th 1882, at or about the hour of one o'clock P. M. of said day, the following described real estate to wit, Situate in the township of Jerome in the County of Union State of Ohio, and in the Village of Plain City bounded and described as follows to wit. Beginning at the northeast corner of Hunts lot; thence west with Hunts line 191 feet to a stone in said line; thence in a northerly direction 181 feet to a stake or stone; thence in an easterly direction 182 feet to a stone in the center of the pike; thence in a southerly direction with the centre of said pike, 215 feet to the place of beginning to include all buildings and machinery. Appraised at $6000.00 Terms of sale; one third cash in hand, one third in one year, and one third in two years with interest on the deferred payments, and to be secured by mortgage on the premises sold.

A.J. Carpenter } Attorneys
Jno M. Brodrick }

John Hobensack Sheriff Union Co O.

March 29th 1882 - 5 w - pf $9.00

Attest J. D. Burgner.
Clerk,

Petition

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Pleas before his Honor John A. Price 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 of the Fifth Judicial District of the State of Ohio on the 1st day of May A.D. 1882. Heretofore, to wit: On the 3rd day of Dec. A.D. 1881 a Petition was filed with the Clerk of said which reads as follows;

Petition

W. M. Winget Plaintiff
vs
James M. Welsh Emma Welsh
& J. M. Robinson Defendants

Court of Common Pleas,
Union County, O.

The Plaintiff says: On the 28th day of Oct. 1879 the defendant James M. Welsh and Margaret M. Welsh made and delivered to Plaintiff their promissory notes of that date, One for the sum of Three hundred Dollars, the 2nd for three hundred Dollars payable in one and two years, with interest at 6 pr cent per annum and thereby promised to pay to Plaintiff or Order the sums of Six Hundred Dollars after the date thereof, for value received.

The Defendants James M. Welsh and Margaret M. Welsh On the 28th day of Oct. 1879 to secure the payment of said notes, 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, in the State of Ohio, in the Town-ship of Paris, in the following bounds; viz: Being the East half of in lots Nos 218, 219, 220 & 221 in the Mathiot Addition to the Village of Marysville, Ohio. The condition contained in said Mortgage deed was in substance that if said Margaret A. Welsh and James M. Welsh shall pay to said W. M. Winget or bearer their two notes of even date herewith for three hundred dollars, each payable with six per cent interest per annum one in one year and the other in two years, then this con-veyance to be void. Said Winget is to take the notes up that are given to C. B. Winget and Matilda Winget one March 29th 1880 before the 1st note of three hundred dollars shall be paid and the other note due to C. B. Winget and Matilda Winget one March 29th 1881 is to be taken up before the last $200 00 note is payable, all of which considerations have been performed by said Winget. On the 28th day of Oct. 1879 at 5 o'clock P.M. this Mortgage was delivered to the Recorder of said County to be by him entered on record and was recorded Nov. 4th 1879.

The said deed has become absolute.

There is due and remaining unpaid upon said indebtedness the sum of three hundred dollars with six per cent interest from Oct 28th 1879. Margaret A. Welsh died and left as her sole heir Emma Welsh, minor.

The Defendant J. M. Robinson claims to have some lien or estate in said premises: but the Plaintiff is ignorant of the nature or extent thereof. The Plaintiff does not know whether any of said Defendants have at this time any subsisting lien upon said premises, and he demands proof of the same. The Plaintiff asks that his mortgage may be foreclosed, the priorities of liens determined the said lands and tenements ordered to be sold and the proceeds applied to the payment of the debt due him and execution awarded for the balance.

The State of Ohio.
Union County ss. W. M. Winget being duly sworn according to law says that the facts stated in the foregoing Petition are true as he verily believes
W. M. Winget.
Sworn to before me and subscribed by Wm. M. Winget in my presence this 3rd day of Dec. 1881. Thos B. Fulton. Notary Public.

W. M. Winget Plaintiff
vs
J. M. Welsh et. al Defts
Common Pleas. Union County. O.

To Clerk: Issue summons upon the petition in the above case returnable according to law. Account claimed $300cc with int. from Oct. 28th 1879 at 6 per cent.
M. C. Lawrence Plffs Atty.

Appearance — Enter my appearance in this case for said process on me. J. M. Robinson.

Afterward on the 3rd day of December A.D. 1881 Summons was issued by the Clerk of said Court which reads as follows, to-wit=

Summons — The State of Ohio.
Union County. S.S. To the Sheriff of the County of Union greeting:
We command you to notify James M. Welsh and Emma Welsh that they and another have been sued by W. M. Winget in the Court of Common Pleas of Union County, and that unless they answer by the 31st day of December A.D. 1881, the Petition of the said W. M. Winget 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 December A.D. 1881. Witness my hand and the seal of said Court this 3rd day of December A.D. 1881. W. M. Winget. Clerk.
Endorsed, Suit action for Foreclosure of Mortgage. Amount claimed $300cc with int. from Oct. 28th 1879. M. C. Lawrence. Plaintiffs Atty.
Filed Dec. 12th 1881. W. M. Winget Clerk, Union County, Ohio.

Entry — Afterward on the 20th day of Dec. 1881 the following answer & Cross-Petition was filed with the Clerk of said Court which reads as follows, to-wit:

answer & Cross-Petition
W. M. Winget
vs
J. M. Welsh et. al
Court of Common Pleas. Union County, Ohio.

The Defendant J. M. Robinson for answer to the Plaintiffs Petition says: that on the 28th day of Oct. A.D. 1879 the said J. M. Welsh and M. A. Welsh now deceased executed to said J. M. Robinson their promissory note of that date for Four Hundred and Fifty Dollars with 8 p.c. int. till paid. That on the said day said makers of said note executed and delivered to said Robinson their Mortgage deed for said premises in said petition described. to secure said note to be paid one year from said date which Mortgage was immediately recorded by the Recorder of deeds of said County of Union and there is now due on said note and Mortgage to this Defendant the sum of $370 70/100 with eight per cent thereon since Jan. 10th 1881 which is a lien on said premises next after the lien of the said Plaintiff.
There is endorsed on said note the following payments to-wit= Rec'd April 20th 1880 One Hundred Dollars with principal and $3 85/100 on the interest leaving $450cc with 8 p.c. from Oct. 28th 1879. Rec'd by gravel on alley and

Guardian ad-li-tem — side walk $131 25 less this walk. & decree for The Stat Union, Mr believes Sworn to b

Afterward filed wit On motio Emma W R. L. Wo for the sai guardian Afterwar with the C

answer of Guar. ad-litem — And now defendant answer a answer c he denies contains and denies herein be Afterwa made an W. M

Entry — James

petition o R. L. Wo Emma in answ in the nam him in entitled t and the the Plain the sum said pre J. M. Robin described 2nd lien Court th Plaintiff and to the

Side walk May 1880 $21 25/100. Rec'd by balance of sheriff $101 25/100 June 1881 being $131 25/100 less $30 00/100 for cash and overcoat $30 00/100 balance $101 25/100 credits on this note. These are the only credits thereon. Thereupon this defendant asks decree for said sum & interest due him as aforesaid

The State of Ohio. J. H. Robinson, being
Union County, SS. J. H. Robinson being duly sworn deposes and says:
He believes the allegations of the foregoing answer are true. J. H. Robinson.
Sworn to before me and signed in my presence this 20th day of Dec 1881
W. M. Winget, Clerk.

Afterward on the 9th day of January A.D. 1882 the following motion was filed with the Clerk of said Court which reads as follows, to-wit:

Guardian ad-li-tem

On motion of Plaintiff and it appearing to the Court that the Defendant Emma Welsh is a Minor over the age of fourteen years it is ordered that R. L. Woodburn Esq. be and he is hereby appointed guardian for the suit for the said Emma Welsh and thereupon came the said R. L. Woodburn guardian for the suit and accepted said appointment.

Afterward on the 9th day of Jan. A.D. 1881 the following answer was filed with the Clerk of said Court which reads as follows:

answer of Guar. ad-litem

And now comes R. L. Woodburn Guardian ad-li tem for the infant defendant Emma Welsh, and for said infants answer says that he knows nothing of the allegations in the petition of Plaintiff and in the answer and Cross petition of the Defendant J. H. Robinson and therefore he denies, for the purpose of this action, each and every allegation contained in said petition and said answer and Cross-petition and demands proof of the same — and asks that said infants rights herein be protected by the Court. R. L. Woodburn Atty Emma Welsh.

Afterward on the 9th day of January A.D. 1882 the following entry was made on the Journal by the Clerk of said Court which reads as follows:

Entry

W. M. Winget
vs
James M. Welsh et al
9738

This day this cause came on for hearing upon the petition of Plaintiff and answer of J. H. Robinson and the answer of R. L. Woodburn Esq. Guardian ad-litem for the infant defendant Emma Welsh, the Defendant James M. Welsh being in default for demurrer or answer, and was submitted. Whereupon the Court being fully advised in the matter find that Plaintiff is entitled to an account of the money due him in the premises, and that the Defendant J. H. Robinson is also entitled to an account of the money due him in the premises. And the Court after hearing the evidence do find that there due to the Plaintiff on the note and Mortgage in said Petition described the sum of $340 05/100 and that Plaintiff has the first and first lien on said premises and the Court finds that there is due to the Defendant J. H. Robinson on the note and Mortgage in his answer and Cross-petition described the sum of $400 57/100 and that said J. H. Robinsons claim is the 2nd lien on said premises. It is therefore ordered and adjudged by the Court that in case said Defendant fail for one day to pay to said Plaintiff the said sum of $340 05/100 with six per cent interest from Jan. 9, 1882 and to the defendant J. H. Robinson the said sum of $400 57/100 with six p

interest from Jan. 9th 1882 the sum so as aforesaid found due to said Plaintiff and said J. M. Robinson, with costs of suit, an order issued to the Sheriff of said County commanding him to cause the said land and tenements in said petition described to be appraised advertised and sold according to law and apply the proceeds of said sale first, to the satisfaction of the sum found due Plaintiff with costs of suit and secondly, in satisfaction of the sum found due to defendant J. M. Robinson and that the balance of the proceeds of said sale be held by said Sheriff subject to the further orders of the Court herein. Afterward, on the 10th day of Jan. A.D. 1882 an Order of Sale was issued to the Sheriff of Union County 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 9th day of Jan. A.D. 1882, in the cause of W.M. Wright Plaintiff and J. M. Walsh et. al Defendants, it was ordered, adjudged and decreed as follows, to wit- That in case said Defendants fail for one day to pay to said Plaintiff the sum of $340.65/100 with six p.c. int. from Jan. 9th 1881 and to the Defendant J. M. Robinson the sum of $100.37/100 with int. from Jan. 9th 1882 the sum found due to said Plaintiff and said J. M. Robinson with costs, an order of sale issue to the Sheriff of said County commanding him to cause the said land and tenements in Plaintiffs petition to be appised, advertised and sold according to law and apply the proceeds of said sale first to the satisfaction of the sum found due Plaintiff with costs of suit and secondly in satisfaction of the sum found due to Defendant J. M. Robinson and that the balance of the proceeds of said sale be held by said Sheriff subject to the future orders of the Court herein.

Description

Situate in said County of Union in the State of Ohio in the Township of Paris in the following described bounds, viz: Being the East half of Sec lots Nos 218, 219, 220 & 221 in the Heathcott Addition to the Village of Marysville, Ohio.
We therefore command you, that you proceed to carry said order, judgment and decree into execution agreably to the tenor thereof, And that you expose for 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, to our Court of Common Pleas, within sixty days from the date hereof, and with you bring this order.
Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, Ohio, this 10th day of Jany A.D. 1882.
W. M. Wright. Clerk.

Sheriffs 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 10th day of Jan. 1882 Summon N.S. Chapman C. M. Ingman and W.S. Smith, three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward on the 10th day of January, A.D. 1882, said appraisers returned to me, under their hands and

Notice.

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to be sold

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 11th day of January 1882, 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 11th day of Feb. A.D. 1882, 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 to said notice, I did on the 11th day of February A.D. 1882, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and there and then came Aaron B. Robinson, who bid for the same the sum of Twelve hundred and Sixty five Dollars ($1265.00), said sum being more two thirds 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 Twelve Hundred and Sixty five Dollars ($1265.00)

John Hobrusack, Sheriff.

This writ dated January 10th 1882. A. P. Carpenter Plaintiffs Atty. Filed Feb. 10th 1882.
J. D. Burgner, Clerk.

Afterward, on the 3rd day of May A.D. 1882 the following notice of publication was filed with the Clerk of said Court which reads in words and figures as follows:

Notice.

W. M. Winget
vs
J. M. Walsh et. al

Sheriff's Sale. On order of Sale.
Court Common Pleas, Union County, Ohio.

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, Ohio, on Saturday, February 11th 1882, at or about the hour of one o'clock P.M. on said day, the following described real estate, to-wit: Situate in the Township of Paris, County of Union and State of Ohio, and being known and described as follows: Being the East half of In lots Nos 218, 219, 220 & 221 in the Wathiott addition to the town of Marysville, Ohio. Appraised at $1300.00 Terms of sale cash. John Hobrusack. Sheriff of Union County. A. P. Carpenter. Attorney Jan. 11th 1882. $20.85

Affidavit

The State of Ohio
Union County, SS. The undersigned being 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 11th 1882.
W. O. Thearen.
Sworn to and subscribed before me, this 3rd day of May 1882, J. D. Burgner, Clerk.
On Jan. 10th 1882 a land appraisal was filed with the Clerk of said Court which reads as follows to wit:
We the undersigned, disinterested freeholders and residents of the County of Union and State of Ohio, having been duly summoned and sworn by John Hobrusack Sheriff in and for said County, impartially to appraise, upon actual view, the following described lands and tenements, to-wit: Situate in said County of Union in the State of Ohio, in the township of Paris in the following described towns, viz: Being the East half of In lots Nos 218, 219, 220 & 221 in the Wathiott Addition to the Village of Marysville, Ohio to be sold on an Order of Sale issued from the Court of Common Pleas of said

County in the action of W. M. Winget, Plaintiff, against J. M. Welsh et al Defendants, do forthwith after actual view of said premises, make return and say that the same are of the real value in money of Fifteen Hundred Dollars. Given under our hands and seals, this 10th day of January A.D. 1882.

A. S. Chapman (Seal)
C. M. Degman (Seal)
W. D. Smith (Seal)

The State of Ohio,
Union County ss. I hereby certify that the within named appraisers, A. S. Chapman, C. M. Degman and W. D. Smith are freeholders and residents of said County, and were duly summoned and sworn by me to appraise the within described premises this 10th day of Jan A.D. 1882.

J. L. Burgner, Clerk.

W. M. Winget vs J. M. Welsh et al

Filed Jan. 10th 1882. W. M. Winget Clerk, Union County, Ohio.

I hereby certify the within to be a correct copy of the original appraisal in said case Jan. A.D. 1882. John Hobrucker, Sheriff.

On the 2nd day of May A.D. 1882 the following entry was made by the clerk on the journal of said Court which reads as follows, to-wit=

Entry

W. M. Winget vs James M. Welsh et al

No. 3738

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 made in all respects according 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 Aaron B. Robinson by deed in fee simple the lands and tenements so sold, and the said purchaser is hereby subrogated to all the rights of the said lien holders, in said premises, so far as they may be paid herein for the protection of his title— and a writ of possession is awarded to put said purchaser in possession of said premises— And the Court coming now to distribute the proceeds of said sale amounting to Twelve Hundred and Sixty five Dollars— $1265 00 — it is ordered that the Sheriff out of the money in his hands pay First the costs of this action taxed to $,

Second. The taxes now a lien on said premises = $,

Third to the Plaintiff the amount heretofore found due him with interest to-wit: the sum of $346 27

Fourth To the Defendant J. M. Robinson the amount heretofore found due him with interest to-wit: the sum of $410 53/100

That the balance remain in the Sheriffs hands until the further order of the Court in this case and leave is given to J. M. Welsh to file answer in ourwards. Afterward on the 6th day of May A.D. 1882 the following answer was filed with the Clerk of said Court which reads in words and figures as follows, to-wit=

Answer

William M. Winget, Plaintiff. vs James M. Welsh et. al Defendant.

Court Common Pleas, Union County, Ohio.

The Defendant James M. Welsh, now comes and says, and makes known to the Court, that the rates set forth

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in Plaintiffs petition, and said Mortgage securing the same, were executed by said Defendant, James M. Walsh and Margaret M. Walsh his Wife, to secure the purchase money of said real property described in Plaintiffs Petition. That said property was purchased by the said James M. Walsh, alone, about said date of Oct. 28th 1879, but the deed was taken in the name of the said Margaret M. Walsh, at the instance of the said James M. Walsh and without any consideration therefor. And the said James M. Walsh avers that he paid the entire purchase money that was paid for said property, to-wit= the sum of $ out of his own means, and that his said Wife Margaret M. Walsh paid no part whatever of said purchase money. The said James M. Walsh further says that after the costs of this action and the taxes against said premises, and all the liens against the same are paid according to the order of the Court in this case, there still remains in the hands of the Sheriff for distribution the sum of dollars.

The said James M. Walsh claims that he is not only entitled to said money remaining in the hands of the Sheriff by the Courtesy, but he is also entitled to the same in equity. Said Walsh therefore asks, that as to said balance of money remaining in the hands of the Sheriff, that the Sheriff be ordered to pay the same over to him and asks all other proper relief.

Porter and Porter, Attys for Defendants.

The State of Ohio.
Union County, S.S. James M. Walsh, the defendant in this action, being first duly sworn, makes oath that the facts stated in the foregoing answer are true as he believes.

J. M. Walsh

Sworn to and subscribed before me and in my presence this 6th day of May 1882.

J. D. Burgner, Clerk.

W. M. Winget
vs
James M. Walsh et. al

#3938

Answer of Guardian

Now comes A. B. Robinson as Guardian of Emma D. Walsh and for answer to the cross-petition of James M. Walsh says that the said Emma D. Walsh is a minor aged 16 years and is the only heir at law of Margaret Walsh now deceased. That the said Guardian has no personal knowledge of the facts alleged in said cross-petition except he admits there is a balance for distribution and that said J. M. Walsh by the law of Courtesy is entitled to the use of the said balance or a just share of said balance on distribution and further he is satisfied that on the 15= day of Jan. 1881 the said J. M. Walsh paid of his money on the Mortgage held by J. W. Robinson on the premises in said petition described in property the sum of One Hundred and One and 25/100 Dollars which last mentioned mortgage was given to secure money loaned to said J. M. Walsh to pay for said land and also the sum of $32.00 in grave which this Defendant is not able to deny, but as to all other payments this defendant in order to have proper investigation denies.

Robinson & Piper Attys for Guardian

The State of Ohio,
Union County, S.S. A. B. Robinson Guardian of Emma Walsh being duly sworn deposes and says he believes the allegations of the foregoing answer are true

A. B. Robinson

Sworn to before me and signed in my presence May 14th 1882.

J. D. Burgner Clerk

Entry

Afterward on the 29th day of May A.D. 1882 the following Entry was made on the Journal of said Court by the Clerk which reads as follows, to-wit-

M. M. Winget
vs
James M. Welsh et al
*3938

Thursday this cause came on further to be heard upon the answer of said James M. Welsh and the reply of the Guardian of Emma D. Welsh touching the disposition of moneys remaining in the hands of the Sheriff after the liens of Winget and J. M. Robinson and the costs are all paid. On consideration whereof the Court do find the equity of the Guardian to be with said James M. Welsh and that he is entitled to the balance of said money remaining in the hands of the Sheriff. It is therefore ordered that said Sheriff pay said balance of money to said James M. Welsh.

Attest. J. D. Burgner, Clerk.

Petition

Pleas before his Honor John A. Price 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, State of Ohio and the Fourth Judicial District, on the 1st day of May A.D. 1882.

Heretofore, to wit - On the 8th day of Nov. A.D. 1880 the following Petition was filed with the Clerk of said Court which reads in words and figures as follows.

Wiley Berkley
vs
Arah Mayo et al
*3713

To the Court of Common Pleas within and for the County of Union and State of Ohio.

Your petitioner Wiley Berkley of said County represents that he has a legal right to and is seized in fee in fee simple of an undivided fourth part of the following real estate to-wit - Situate in the County of Union and State of Ohio, in the Township of Paris in Survey No. 1069, Beginning at a stone in the S. W. corner of the Swisher lot, and in the centre of the Milford road, thence with the Swisher line S. 6-3 E. 62 poles to a stake in Mc Vay's line, thence with his line S. 30° W. 15 32/100 poles to the corner of Malone's lot, thence with his line N. 62 W. 64 32/100 poles to the centre of said road, thence to the centre of road N. 4 0/2 E. 12 7/10 poles to the beginning containing five acres more or less. And your petitioner further represents that Lewis Mayo, Warren Mayo and Henrietta Jackson and Arah Mayo are tenants in common with your petitioner in said premises and that Arah Mayo widow of Jessie Mayo 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 Arah Mayo be assigned therein, or if the same cannot be done without manifest injury that then such proceedings may be had in the premises as are authorized by law. E. E. Cole, Attorney for Plaintiff.

The State of Ohio.
Union County ss. And the said Wiley Berkley Plaintiff in the foregoing petition being first duly sworn deposes and says that the facts states and allegations in the foregoing petition are true as he verily believes. Wiley Evans. Subscribed in my presence and sworn to before me this 8th day of Nov. 1880. W. M. Winget, Clerk.

Summons

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Wiley Berk
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Wiley Berkley, Plaintiff
vs
Arah Mayo et.al Defts } Common Pleas, Union County, Ohio.

To Clerk: Issue Summons upon the petition in the above case returnable according to law. Dec. 18th 1880. E. E. Cole. Atty for Plf.
Filed, Nov. 8th 1880. W. M. Wright, Clerk, Union County, Ohio.

The State of Ohio.
Union County, ss. To the Sheriff of the County of Union, Greeting:
We command you to notify Lewis Mayo and Warner Mayo and Henrietta Jackson and Arah Mayo, that they have been sued by Wiley Berkley in the Court of Common Pleas of Union County and that unless they answer by the 15th day of January A.D. 1880, the petition of the said Wiley Berkley 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 Dec. 1880
W. M. Wright, Clerk. (Seal)

Summons

The State of Ohio.
Union County, ss. Received this writ Dec. 18th 1880, at 4, o'clock P.M. and pursuant to its command, served the same Dec. 1880, by delivering a certified copy thereof, with the endorsements thereon to the within named Arah Mayo. The within named Lewis Mayo, Warner Mayo and Henriella Jackson not found in my County. J. J. Miller, Sheriff.
I hereby acknowledge service of the within summons and enter my appearance in said action, _____ Filed Dec. 20th 1880. W. M. Wright, Clerk, Union County, Ohio.
Sheriffs Fees, Service .35 Mileage .80 Copy .80 return .10 Total $2.05/100
Afterward on the 8th day of Jan. A.D. 1881 the following motion was filed with the Clerk of said Court which reads as follows, to wit:

Wiley Berkley, Plaintiff
vs
Arah Mayo et.al Defendant } Court of Common Pleas, Union County, Ohio.

Now comes Frank Mitchel and moves to be made a party defendant to this action, for the reason that he is the owner of and holder of a Mortgage lien on the interest represented by the Plaintiff and asks the Court to allow him to file answer and Cross-petition
Frank Mitchell by J. M. Kennedy his Atty.

Afterward on the 15th day of March 1881, the following affidavit for publication was filed with the Clerk of said Court which reads as follows, to-wit:

Wiley Berkley, Plaintiff.
vs
Lewis Mayo, Warner Mayo, Henrietta Jackson and Arah Mayo Defts } The State of Ohio, Union County, ss.
Court of Common Pleas,
Union County, Ohio.

And the said Wiley Berkley, Plaintiff in the above case being first duly sworn, deposeth and saith, that on the 8th day of Nov. 1880, he filed in the said Court of Common Pleas, a petition against the said Lewis Mayo, Warner Mayo, Henrietta Jackson and Arah Mayo, Defendants, praying that partition may be made of a certain tract of land Situate in survey N° 4069 Paris Township Union County, Ohio, and containing five acres in which they are interested as tenants in Common with him and that the said Arah Mayo, Lewis Mayo and Henriella Jackson

are residents of Springfield, Clark County, Ohio, and that the residence of said Warren Mayo is unknown and cannot be ascertained, although he has used reasonable diligence and that the service of Summons cannot be made on the said Warren Mayo within this State, And the said Wiley Berkley wishes to obtain a service on the said Warren Mayo by publication; and further he saith not.

Wiley Berkley.

Sworn to and subscribed before me the undersigned Authority this 16th day of March 1881 W. M. Winget Clerk.

Afterward on the 23rd day of March A.D. 1881 the following separate and cross-petition of Frank Mitchell was filed which reads as follows:

Separate answer & cross-petition of Frank Mitchell

Wiley Berkley, Plaintiff.
vs
Arah Mayo et al, Defendants.

Union Common Pleas.

Now comes Frank Mitchell and by leave of the Court first had, becomes a party to this suit and files this his answer thereto and says that he is the owner and holder of a certain Mortgage of the date of Nov. 13th 1877 due and payable one year from said date for the sum of Thirty Dollars — $30.00/100 — with interest from its date, on the undivided interest in the premises described in the Plaintiffs petition of Arah Mayo and —— Mayo. That said Mortgage is made to secure a note for the payment of the above sum of Thirty Dollars of even date therewith with interest thereon and that said Mortgage deed has become absolute and that no part of said sum has been paid by said Arah Mayo or Ai Mayo or any person in their behalf but that the whole remains due and unpaid. Plaintiff therefor asks that upon the final hearing of this case that said Frank Mitchell have a decree and order of sale that said premises or the respective shares of Arah Mayo and Ai Mayo be sold and the proceeds of said be made to apply to the payment of the claim of said Frank Mitchell and that he judgement against said Arah Mayo and Ai Mayo for any balance that may accrue and for all proper relief.

J. M. Kennedy, Atty for Mitchell.

The State of Ohio.
Union County, ss. Frank Mitchell being duly sworn says the facts set fourth and allegations in the foregoing answer and cross-petition are as he believes true. Frank his × mark Mitchell. Attest J. M. Kennedy.
Sworn to and subscribed before me by the said Frank Mitchell this 23rd day of March 1881. W. M. Winget, Clerk.
Filed March 23rd 1881. W. M. Winget, Clerk, Union County, Ohio.

Afterward on the 5th day of May A.D. 1882 the following notice in Partition was filed with the Clerk of said Court which reads in words and figures as follows, to-wit:

Notice in Partition.

Warren Mayo, whose residence is unknown, Arah Mayo, Lewis Mayo, and Henrietta Jackson, whose residence is Springfield Clark County, Ohio, will take notice that a petition was filed against them on the 8th day of Nov. 1880, in the Court of Common Pleas, within and for the County of Union, Viz: Wiley Berkley, and is now pending wherein said Wiley Berkley demands partition of the following real estate to-wit: Situate in the County of Union, State of Ohio.

Precipe

In the Co... of the Swif... line S. 53 E... 30° W. 12 3/100 ... poles to the ... poles to the ... next ter... partition ... March 30 ... The State ... Union ... of the ... Tribune ... first publ... Sworn to ... Filed, Mar... On the 27th ... of said Co... Wiley Be... Arah Ma... returnable ... E. E. Cole ... Filed Feb... Afterward ... was issue... which rea... The State ... Union C... We can... and other... Pleas of ... of April A... in the Clerk... and Judg... Summons ... Witness ... 1882.

Indorsed, ... Returned ... Recd this ... within nam... Copy of this ... Fees. Servi...

In the Township of Paris, Survey No. 4060, begining at a stake in the S. W. corner of the Swiford lot, and in the centre of the Milford road; Thence with the Swiford line S. 53 E. 63 poles to a stake in Mc Vay's line: Thence with his line South 30° W. 12 32/100 poles to the corner of Malone's lot: Thence with his line N. 52 W. 64 poles to the centre of said road: Thence with the centre of said road N. 40½ E. 12½ poles to the begining, containing five acres more or less, and that at the next term of Court, the said Wiley Berkley will appear for an order that partition may be made of said premises. E. E. Cole, Atty for Plaintiff.
March 30th 1881. 6 w-pi $9.00

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 begining with March 30th 1881. W. O. Shearer.
Sworn to and subscribed before me, this 5th day of May 1882.
J. L. Burgner, Clerk.
Filed, May 5th 1882. J. L. Burgner, Clerk, Union County, Ohio.

On the 27th day of Feb. A.D. 1882 the following precipe was filed with the Clerk of said Court which reads as follows, to-wit:

Precipe

Wiley Berkley, Plaintiff.
vs
Arah Mayo et al Defts
} Court of Common Pleas of Union County.
May Term, 1882.

Issue Summons to Sheriff of Clarke County returnable according to law for Henrietta Jackson Maran.
E. E. Cole Atty for Plaintiff. To the Clerk of Common Pleas Court.
Filed Feb. 27th 1882. J. L. Burgner, Clerk, Union County, Ohio.

Afterward, on the 27th day of Feb. A.D. 1882 the following Summons was issued by the Clerk of said Court to the Sheriff of Clarke Co. Ohio which reads in the following words, to-wit =

The State of Ohio.
Union County. ss. To the Sheriff of Clarke County Greeting:
We command you to notify Henrietta Jackson Maran that she and others have been sued by Wiley Berkley in the Court of Common Pleas of Union County, and that unless they answer by the first day of April A.D. 1882, the Petition of the said Wiley Berkley 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 March A.D. 1882.
Witness my hand and the seal of said Court, this 27th day of Feb. A.D. 1882.
J. L. Burgner, Clerk (Seal)
By W. M. Winget Deputy.

Indorsed, Due action for Partition. E. E. Cole. Plaintiffs Atty.
Returned and filed March 10th 1882. J. L. Burgner, Clerk, Union County, Ohio.
Recd this writ Feby 28th A.D. 1882 and on March 9th A.D. 1882 I served the within named defendant Henrietta Jackson Maran by delivering (leaving) a certified Copy of this writ with the endorsements thereon at her usual place of residence.
Fees. Service .20 Copy .25 Mileage .80 Ret. 25 postage .06 Total $1.66
James Foley Sheriff Clarke Co. Ohio.
By W. A. Stout Deputy.

Afterward on the 5th day of May A.D. 1882 a motion was filed with the Clerk of said Court which reads as follows, to wit:

motion

Wiley Berkley, Plaintiff.
vs
Arah Mayo et al Defendant.

Court, Common Pleas, Union County, Ohio.

Now comes the Plaintiff by his Atty and moves the Court to substitute D. N. Bowersmith as Plaintiff in this action for the reason that since the filing of the Petition and the commencement of this action the said Plaintiff Wiley Berkley has sold and disposed of all his interest in the land of which partition is demanded and in this case to said D. N. Bowersmith.

Afterward on the 5th day of May A.D. 1882 the following entry was made by the Clerk on the Journal of said Court which reads as follows:

Entry

Wiley Berkley, Plaintiff.
vs
Arah Mayo et al Defendant.

Court, Common Pleas, Union County.

Upon hearing of motion to substitute D. N. Bowersmith as Plaintiff in said action and it appearing to the Court that the said Plaintiff, Wiley Berkley has transfered all his interest in the land of which partition is demanded and his interest came to said D. N. Bowersmith. The Court orders the said D. N. Bowersmith be substituted as Plaintiff in this action instead of said Wiley Berkley.

Afterward on the 6th day of May A.D. 1882 a motion was filed with the Clerk of said Court which reads as follows, to-wit=

motion

D. N. Bowersmith
vs
Arah Mayo et al

Court, Common Pleas, Union County, Ohio.

The Plaintiff D. N. Bowersmith comes and elects to take the land mentioned in Plaintiffs Petition at the appraisement made by Wesley Garrard, Aly Scott and Phillip Snyder under order of Court and to make Partition as returned by the Sheriff

E. E. Cole, Atty for D. N. Bowersmith.

Afterward on the 6th day of May A.D. 1882 the following entry was made by the Clerk on the Journal of said Court which reads as follows, to-wit=

Entry

D. N. Bowersmith
vs
Arah Mayo et al

Court, Common Pleas, Union County, Ohio.

Now came the Plaintiff herein by his Attorney and his petition thereupon coming on to be heard the Court find that all the defendants have had due legal notice of the pendency and demand of said petition and that they are in default for answer and demurrer; and that the said petition is thereby confessed by them to be true. Thereupon the Court find that the said Arah Mayo, widow is entitled to Dower in the premises described in the petition and that subject thereto the said Plaintiff D. N. Bowersmith is seized of and has a legal right to the undivided one fourth part of the estate described in the petition and is entitled to have partition made of said premises:

That the Defendants are tenents in common with the said plaintiff in the said premises in the following proportions, to-wit: that subject to such dower of the said Arah Mayo, the said Warner Mayo is seized of and

motion

Ans. to cross petition

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has a legal right to the undivided one fourth part thereof, the said Lewis Mayo to the undivided one fourth part thereof, and the said Henrietta Jackson to the undivided one fourth part thereof, and no reason appearing why partition should not be made: It is therefore ordered, adjudged and decreed: that the said Arah Mayo be awarded of one full equal third part thereof 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 Phillip Snyder, Wesley Garrard and Alf Scott three judicious and disinterested persons, 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 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 and also free from the dower of the said Arah Mayo: And of his proceedings herein the said Sheriff is ordered to make due return without unnecessary delay.

Afterward on the 8th day of May A.D. 1882 the following motion was filed with the Clerk of said Court which reads as follows, to-wit =

Motion

D. K. Bowersmith
vs
Arah Mayo et. al
} Court of Common Pleas, Union County, Ohio.

The Defendant Arah Mayo comes and elects to take the land mentioned in Plaintiffs petition at the appraisement made by Wesley Garrard, Alf. Scott and Phillip Snider under the order of Court to make partition as returned by the Sheriff. Robinson & Pipes Attys for Arah Mayo.

Afterward on the 16th day of May A.D. 1882 the following answer and cross petition was filed with the Clerk of said Court which reads in words & figures, to wit =

Ans. & Cross petition

D. K. Bowersmith
vs
Arah Mayo et. al
} Court of Common Pleas, Union County, Ohio.

The said Arah Mayo says she is the Widow of Jessie Mayo deceased who owned said five acres of land.

That she is entitled to dower in said premises and she also has the legal title to the shares of Henrietta Jackson and of Lewis Mayo in said land.

That no administration was ever appointed on the estate of Jessie Mayo and there are $18.00 due to Abram Mowry for coffin furnished for his burial which she says should be taken out of the shares of said heirs in case of a sale of said land.

She further says said Berkley has had the use of said premises for the years 1878 & 1880 of the value of $30.00 a year and should account to the other heirs for their share and in case of sale the same should in equity be taken out of his share of said lot. She further says that soon after the death of said Jessie Mayo which occured on the ___ day of ___ 1879 the said Lewis Mayo and Henrietta Jackson sold to this Defendant their share of said premises and gave to her the possession thereof and she used the same until the winter of 1879, 1880 when the said Berkley having obtained his deed from Ai Mayo for ¼ thereof on the 12th day of Dec. 1879 he clandestinely took possession of the whole of said premises and has never paid anything to her for the use thereof and the said Lewis Mayo and Henrietta Jackson have this

10th day of May 1882 conveyed by deed to this defendant all their interest in said premises. That when Berkley obtained said deed Dec. 12, 1879 gave to said Ai Mayo his note for $16\frac{22}{100}$ with interest from date due Dec. 12th 1882 for the purchase money of said lot which note he transferred to this defendant and she holds the same and it is a lien on the said share of said Berkley and she asks that same and interest be taken out of his share in case of sale. She says she desires her dower interest in said lands be set off to her and that subject thereto she may have said premises and she thereupon by way of cross-petition asks an order of dower and partition and for other proper relief in the premises. Robinson & Rifner Attys for Mayo.

The State of Ohio.
Union County, ss. Arah Mayo being duly sworn deposes and saith, she believes the allegations of the foregoing answer are true.

her
Arah x Mayo
mark

Sworn to before me and signed in my presence this 15. day of May 1882.
J. A. Kinkade. Justice of the Peace for said County.

Afterward on the 6th day of May A. D. 1882 the following writ of Partition and Dower was issued by the clerk of said Court to the Sheriff of Union County, which reads in words and figures, to-wit:

Order of Partition and Dower

The State of Ohio.
Union County, ss To the Sheriff of said County-Greeting:
We command you that without delay, you by the oaths of Wesley Garrard, Alf Scott and Phillip Brides, cause to be set off and assigned to Arah Mayo widow of Jessie Mayo, late of said County deceased, one full equal third part of the Real Estate hereinafter described; and that in like manner, by the oaths of the same men, you cause partition to be made of the following real estate, Situate in the state of Ohio. in the Township of Paris, in Survey No. 4069. Beginning at a stake in the S. W. corner of the Twiford lot, and in the centre of the Milford road, thence with the Twiford line S. 53 E. 62 poles to a stake in Mc Mays line, thence with his line S. 20 W. $12\frac{32}{100}$ poles to the corner of Malones lot, thence with his line North 52 W. $64\frac{32}{100}$ poles to the centre of said road, thence with the centre of road N. 40½ E. 12⅘ poles to the beginning containing five acres more or less.
Subject to the dower estate, among the persons named herein, and in the following proportions, to-wit:

To D. K. Baumsmith one fourth part.
To Warren Mayo one fourth part.
To Lewis Mayo one fourth part.
To Armiella Jackson one fourth part.

In pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union, in a certain petition for partition and dower, wherein the said D. K. Baumsmith, petitioner, and Arah Mayo, Warren Mayo, Lewis Mayo and Armiella Jackson are respondents; And that your proceedings in the premises you distinctly certify, under your hand, to our Court forthwith.

Witness my name and the Seal of the Court of Common Pleas, at the Court House in Marysville, Ohio this 6th day of May A.D. 1882
J. L. Burgner. Clerk.

Sheriffs Return

Report.

Motion

Entry

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Sheriffs Return

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of Wesley Garrard, Phillips Snider and Alf Scott. 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 said Commissioners, hereto returned. Given under my hand this Sixth day of May A.D. 1882. (Service 30 Mileage 32 Executing writ $1.00 Swearing Commissioners $1.00 Report of Commissioners $1.00 Total $4.00 Commissioners $3.00)

John Holbrook, Sheriff.

Report.

D. N. Bowersmith
vs
Arah Mayo et. al

Union County, SS. Court of Common Pleas.
In Partition and Dower.

According to the command of the writ of Partition and Dower in this 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, are all of the opinion that said lands cannot be divided without manifest injury, and we do estimate the value of the same subject to said Dower Estate, at Sixty Dollars per acre, Eighty Dollars per acre including dower. Given under our hands this 6th day of May A.D. 1882.

Wesley Garrard
Alf Scott
Phillips Snider
Commissioners

Returned and filed May 19th 1882. J. L. Burgner, Clerk, Union County, Ohio.

Afterward, on the 24th day of May A.D. 1882 the following motion was filed with the Clerk of said Court which reads as follows, to-wit=

Motion

D. N. Bowersmith
vs
Arah Mayo et. al

#3713 Union Common Pleas.

Now comes Frank Mitchell and moves the Court here to apply so much of the proceeds of the sale of the lands described in Plaintiffs petition as will pay off and discharge his Mortgage lien on said premises in pursuance of the answer herein filed. Frank Mitchell
By J. M. Kennedy Atty for Mo.

Afterward on the 25th day of May A.D. 1882 the Clerk made an entry on the Journal of said Court which reads in words and figures as follows, to-wit=

Entry

D. N. Bowersmith
vs
Arah Mayo et. al

Court, Common Pleas, Union County O.

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein and on the motion to confirm the same. And it appearing that said Estate can not be divided by metes and bounds without injury to the value thereof and that said Commissioners have made and returned their appraisement of said premises free from the Dower of the said Arah Mayo in the sum of Eighty Dollars — 80.00 — per acre being the Court find the said return and proceedings in all respects correct and in conformity to law and do therefore approve and confirm the same. And therefore the said Arah Mayo and the said D. N. Bowersmith having both elected to take the said premises at their appraised value on motion of the Plaintiff

It is ordered that said premises be sold at public auction at the door of the Court House in said County free from the dower of said Arah Mayo and that an order of sale issue therefor to the Sheriff of Union County. John Hobrusack is appointed section to take charge of said premises with power to rent the same upon the consent of both parties being given.

Afterward on the 25th day of May the following Order of Sale in Partition was issued by the Clerk of said Court to the Sheriff of said County.

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 at the May Term A.D. 1882 in a certain petition for partition, now pending in said Court wherein Isaac N. Baumsmith, is petitioner and Arah Mayo et. al are respondents, we command that you, without delay, you proceed to sell at public auction, the lands and tenements in said Petition described, to-wit:

Situate in the County of Union, State of Ohio, and in the Township of Paris in Survey No. 4069. Beginning at a Stone in the S. W. corner of the Twiford lot, and in the centre of the Milford road. Thence with the Twiford line S. 53 E. 62 poles to a stake in McVay's line. Thence with his line S. 30. W. 12 30/100 poles to the corner of Malones lot. Thence with his line N. 62 W. 64 24/100 poles to the centre of said road. Thence with the centre of road N. 40 E. 1240 poles to the beginning containing five acres more or less. Appraised at $80.00 per acre free from dower vale, and that your proceedings in the premises you make known to our said Court of Common Pleas at this next term, and have you then and there this writ.

Witness my hand and the seal of said Court, at Marysville, Ohio. this 25th day of May A.D. 1882. J. L. Bumgner, Clerk.

Sheriff's Return. As commanded by this writ, I have caused the lands and tenements, herein described, to be duly advertised for thirty days next preceeding the day of Sale, in the Marysville Tribune a newspaper printed and in general circulation in Union County, Ohio: And on the 28th day of June A.D. 1882 at 2 O'clock P.M. on said day at the Court House, in said County, I offered for sale, at public auction, the lands and tenements described in this Writ: Then and there came James H. Rooney who bid the sum of Eighty two Dollars per acre, said sum being more than two thirds the appraised value, and he being the highest and best bidder was declared the purchaser for that sum. John Hobrusack Sheriff Union Co. O.

Sheriff's fees, Service .30 mileage .32 copy to printer .30 Poundage $3.00 Deed $2.00 Total $6.00 Printers fees $10.00

Returned and Filed June 28th 1882. J. L. Bumgner, Clerk Union Co. O.

Afterward on the 15th day of Sept. A.D. 1882 the following proof of publication was filed with the Clerk of said Court which reads as follows, to-wit:

Sheriffs Sale.

D. N. Baumsmith vs Arah Mayo et. al } On order of Sale in Partition. Free of Dower. Court Common Pleas, Union County, O.

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, Ohio, On Saturday, June 28th 1882,

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at or about the hour of Eight O' clock A.M. on said day, the following described real Estate, to-wit:- Situate in the Township of Paris, County of Union and State of Ohio, and being known and described as part of survey No. 11049. Beginning at a stake in the S.W. corner of the Swiford lot; and in the centre of the Milford road. Thence with the Swiford line South 53° E. 62 poles to a stake in Mc Vays line; thence with his line S. 30° W. 12 32/100 poles to the corner of Malones lot; thence with his line N. 53° W. 64 32/100 poles to the centre of said road; thence with the centre of road North 11 1/2 E. 12 40 poles to the Beginning containing five acres, more or less. Appraised at $80.00 per acre. Terms of Sale cash.

John Holbrook, Sheriff, Union County, Ohio.

E. O. Cole Atty. May 31- 1882. 5 W- Pf $10.00

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 printed, and of general circulation in the County of Union, the first publication begining with May 31st 1882.

W. O. Shearer

Sworn to and subscribed before me this 15th day of Sept. 1882. J. H. Sargent, Clerk.

Entry

D. N. Baumsmith
vs
Arah Mayo et. al

#3713

This day came all the parties herein and submitted this cause to the Court on motion to confirm sale and distribute proceeds thereof. Whereupon the Court being fully advised in the premises do find said sale and proceedings in all respects regular and do confirm said sale and order the Sheriff to execute to said purchaser James H. Lally a deed for the same according to law.

And further the Court find that Arah Mayo is entitled to dower in said premises and the value thereof is one hundred dollars as valued by the appraisers, and all parties are willing she shall have that sum in lieu of her dower whereupon the Court order that out the said proceeds One Hundred Dollars be paid her in lieu of her dower.

The Court further order, that out of said proceeds the sum of $15.00 be paid Abram Mowry for coffin for burial of Jessie Mayo deceased and $5 50/100 to Doctor D. N. Hamilton for Doctor bill last sickness of said Jessie Mayo Deceased. And that the costs of this proceeding including an Atty fee of $20.00 to E. E. Cole be next paid out of said proceeds, and the taxes which are now a lien on said lands be also paid out of said proceeds and the balance be divided equally between the four heirs of Jessie Mayo Dec'd. viz: Ai. Mayo, Lewis Mayo, Henrietta Jackson and Warren Mayo.

And it appearing that Ai. Mayo has conveyed to said Wiley Beckley and by him to said D. N. Baumsmith and that Henrietta Jackson and Lewis Mayo have conveyed their shares to Arah Mayo therefore it is ordered that said purchaser stand in the stead of such heirs; and it appearing that Frank Mitchell hath a Mortgage lien on said land against said Arah Mayo as set up in the answer of said Frank Mitchell and the sum due thereon is $38 70/100 and further that Graham Dowell hath a Judgment on the vacation Docket of Union County Ohio against Arah Mayo for $7 25/100 Debt and $13 70/100 plaintiffs costs and $9 75/100 accrued costs which are a lien on said lands against said Arah Mayo. Therefore the Court here order that out of the share of said Ai Mayo the said lien of Frank Mitchell be paid and also the said Judgment lien of said

Graham Darrell for $26 2/100 and the balance of her share amounting to $ to be paid her, and the Court find that she has already received from James A. Roney on said land $150.00 leaving $ her due which the Court order paid to her, and the remaining fourth due said Warren Mayo be paid to him, his heirs, or assigns.

Attest. J. L. Bruner, Clerk.

Pleas before his Honor John C. Price 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 State of Ohio and the Tenth Judicial District on 12th day of December A.D. 1881

Thereupon to wit: on the 12th December A.D. 1881 The following Petition was filed with the Clerk of Said Court which reads in the words and Figures as Follows:

William M. Koons Guardian of James M. Sharp Vs. Evaline Sharp, Widow &c. Etals. } No 3743.

The State of Ohio Union County Court of Common Pleas.

William M. Koons as Guardian of James M. Sharp Plaintiff

Vs.

Evaline Sharp widow of Cornelius C. Sharp deceased. Delford Sharp. William Sharp. Norman Sharp. David Sharp Evaline Garrison and Lemuel Garrison her husband. Lucinda Orme and Nathan Orme her husband Lydia Drake and John M. Drake her husband and Dannial Sherwood as administrator of the Estate of Cornelius Sharp deceased Defendants.

Petition

And now comes the said plaintiff William M. Koons as Guardian of James M. Sharp a Minor and for cause of action herein against said Defendants says: That on the 7th day of December A.D. 1881 at the Election of said James M. Sharp who is and was at the time a Minor of the age of Seventeen years he was duly appointed and qualified as guardian of said James M. Sharp by the Probate Court of Knox County in the State of Ohio. The said Plaintiff further says That James M. Sharp his said ward is Seized in fee Simple as the only heir at law of Milo Sharp deceased of one Undivided Eighth part of the following described premises of which Cornelius C. Sharp died Seized Situate in the County of Union and State of Ohio and in the Township of Washington and Bounded as Follows= Being Part of Survey No 7897 Beginning in the Greenville Treaty line at the S.W. Corner of said Survey: Thence with the west line of said Survey North= =easterly to the Center of the Spreck Road= Thence easterly with said Spreck road 101 3/10 poles to the corner to William Hay= Thence South 10½° E. 180 poles to the Treaty line= Thence westerly with said Treaty line to the place of Beginning containing one hundred and one and one half acres more or less. Also the following track of land situate in the Same Township, County and State and described as follows= Beginning at a Stake in the Marysville & Kenton Road and in the north line of Survey No 9896: Thence with said line S 79½ W. 28 2/10 poles to a Stone north east Corner to Enos Cahills land= Thence with his East line S 9° E. 138 4/100

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Poles to a Stone north west Corner to a lot of land owned by W. G. Davis= Thence with the north line of said lot N. 68 ½° E. 88 poles to a stone in the Center of said Marysville & Kenton Road= Thence with the Center of said road N. 36 ½° W. 134 80/100 poles to the place of Beginning Containing 87 acres of land Excepting Thereform Three acres deeded to William Moffitt off of the North End of said Premises Also the following track of land situated in the Same Township County and State. Being part of U. S. M. No 9876 bounded and described as follows. To Wit: Beginning at a Stone in the Center of the Bybalia and York Center road and in the Greenville Treaty line; Thence with said road S 26° W. 12 80/100 poles to a Stake under a Bridge Corner To J. W. Tracy; Thence with his line N. 73° W. 17 2/100 poles to a stone= Thence with another line of said Tracy N. 20° W. 35 80/100 poles to a Stone= Thence with another line of said Tracy S. 68 ¼° W. 44 36/100 poles to a stone in the line of E. Cahill. Thence with Cahills line N. 7 ½° W. 45 45/100 poles to a Stone Corner to C. C. Sharp= Thence with Sharps line N. 69 ½° E. 87 57/100 poles to a Stone in the Center of the Marysville & Kenton Grand Road: Thence with the Center of said road S. 35 ¼° E. 23 72/100 poles to a stone at the intersection of said Grand Road with the Bybalia and York Center road; Thence S. 13 ½° W. 70 42/100 poles with the Center of said road to the place of Beginning Containing 34 ¼ acres. The said plaintiff further says that Delford Sharp, William Sharp, Norman Sharp, David Sharp, Evaline Cranston Lucinda Orme and Lydia Drake are tenants in Common with James, M. Sharp ward of said William, M. Koons & are each seized in Fee Simple of and Undivided Eighth part of said premises subject to the dower Estate of Evaline Sharp Widow of Cornelius. C. Sharp. Therein. Said plaintiff therefore prays that the dower of Evaline Sharp Widow of said Cornelius Sharp be assigned and the said premises be partitioned as follows. To William M. Koons as Guardian of James, M. Sharp an Undivided one Eighth part to Delford Sharp an Undivided one Eighth part To William Sharp an Undivided one Eighth part To Norman Sharp an Undivided one Eighth part To David Sharp an Undivided one Eighth part To Evaline Cranston an Undivided one Eighth part To Lucinda Orme an Undivided one Eighth part To Lydia, M. Drake an Undivided one Eighth part and that if the same Cannot be done without Manifest injury that then such proceedings may be had in the premises as are authorized by law.

Wm M. Koons & D. M. Ayers, & Powell & Fulton Plaintiffs Attorneys.

The State of Ohio Union County ss

T. B. Fulton Being first duly sworn according to law says he is one of the attorneys for the plaintiff in the above entitled action duly authorized in the premises; that said plaintiff is a non resident of said Union County and now absent therefrom and that he believes the facts stated and allegations of the foregoing petition are true

T. B. Fulton

Sworn to before me and subscribed in my presence by the said T. B. Fulton this 12th day of December A. D. 1881.

W. W. Winget Clerk
By W. E. Winget Deputy.

The State of Ohio Union County ss.

T. B. Fulton Attorney for plaintiff being first duly sworn according to law says that Lucinda Orme and Nathan Orme Defendants in above action are residents of Page County Iowa and that Service of Summons cannot be made

upon them in the State of Ohio: affiant further says that the above action relates to real Estate in said County of Union and State of Ohio and that said Lucinda Orme and Nathan Orme are interested therein

T.B. Fulton.

Sworn to before me and subscribed in my presence by said T.B. Fulton this 12th day of December A.D. 1881.

W. M. Winget Clerk,
By W.E. Winget Deputy.

Precipe. To Clerk. Issue Summons for all Defendants Except Lucinda Orme and Nathan Orme to Sheriff of Union County Returnable According to Law. Indexie For Partition.

Wm. M. Koons. O.W. Ayers
Powell & Fulton Attys for Plaintiff.

Summons. The State of Ohio } To the Sheriff of Union County. Greeting:
Union County SS. } We Command you to notify Evaline Sharp Widow of Corbalius C. Sharp- Wexford Sharp- William Sharp. Norman Sharp. David Sharp Evaline Coaniston- Lemuel Coaniston Lydia Drake John M. Drake and Samuel Sherwood Administrator of the Estate of Cornelius Sharp Decd. That they & others have been Sued by William M. Koons as Guardian of James M. Sharp in the Court of Common Pleas of Union County and that Unless they Answer by the 14th day of January A.D. 1882 the petition of the said William M. Koons 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 December A.D. 1881. Witness My hand and the Seal of said Court This 12th day of December A.D. 1881

W. M. Winget Clerk.

Endorsed Returnable Dec. 26th 1881. An action for Partition. Koons. O.W. Ayers & Powell & Fulton Pffs Attys.

The State of Ohio } Sheriff's Return.
Union County SS. } Received this Writ December 12th A.D. 1881 at 2 O'Clock P.M. and pursuant to its command On the 14th day of December 1881 Served the Same by Delivering a Certified Thereof with the Endorsements Thereon to Each of the Within Named Defendants

Sheriffs Fees. Servis $1.65. Mileage $1.00 Copy $2.00 Total $4.65

John Hotmack Sheriff
No 3943.

William M. Koons as Guardian &c Plaintiff. vs. Evaline Sharp Widow & Etals Defendants. } Court of Common Pleas of Union County January Term 1881. Issue Summons & Copy & Partition. To Sheriff of Page County Iowa Returnable According to Law for Lucinda Orme and Nathan Orme. They live near Shelby Ville in Page Co County Seat Clarinda. T.B Fulton of Attys for Plaintiff
To Clerk of Common Pleas Court.

Filed Dec. 12 1881

Summons. The State of Ohio } To the Sheriff of Page County of Page State of Iowa Greeting:
Union County SS. } We Command you to notify Lucinda Orme & Nathan Orme that They & others have been Sued by William M. Koons Guardian of James M. Sharp in the Court of Common Pleas of Union County and that Unless they answer by the 14th day of January A.D. 1882 the Petition of the said Wm. M. Koons 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 December A.D. 1881.
Witness my hand and the seal of said Court this 12th day of December A.D. 1881

Seal

William M. Winget Clerk.

Summons Endorsed

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Returnable Dec 26th 1881. in action for Partition. Kouns. Ayres. Bond & Tinton Plaintiffs Attorneys

The State of Iowa } Sheriff's Return
Page County SS. }

I received this Writ December 15th A.D. 1881 at 10 o'clock A.M. and pursuant to its Command I Personally served the same on Lucinda Orme and Nathan Orme by reading the same to them and delivering them a copy of the same also by reading to and delivering them a copy of the Petition all done in Valley Township Page County Iowa on the 17th day of Dec 1881.

Filed Dec. 27th 1881

Sheriff Fees. Service $1.00 Mileage 4.80. Copies 1.00 Return 10¢ Total $7.90¢

W. C. Johnson Sheriff Page County Iowa.

I, J. E. Hill Clerk Dist & Cir" Court of Iowa in and for Page County hereby Certify that W. C. Johnson is Sheriff of said County and that the above return is Subscribed and Sworn to before me by him this 23d day of Dec, 1881.

Joseph E. Hill.
Clerk Dist & Cir Court.

The Following

Afterwards on the 12th day of January A.D. 1882. Answer was Filed with the Clerk of said Court which reads in the Words and Figures Following To Wit:

Answer.

William Kouns et al Pff.
vs.
Corline Sharp Et Als Defendants.

No 3923.
Court of Common Pleas Union County Ohio
Answer of Samuel Sherwood Admr. And now comes the Defendant Samuel Sherwood and for answer to plaintiffs Petition Says: That on the — day of September A.D. 1881 he was duly appointed and qualified as the administrator of the Estate of Cornelius C. Sharp deceased late of said County and Seized in fee Simple of the real Estate described in Plaintiffs Petition— This defendant further Says that the personal property Moneys & Credits &c., coming into his hands as such administrator will not be Sufficient to pay the debts of said Cornelius C. Sharp but that as near as he can at this time Estimate will fall Short of paying the Debts and costs of Administrator about one Thousand Dollars— This defendant further Says that the number of the heirs is so large and the Situation of the property is such that in his opinion an actual Partition of said premises cannot without manifest injury be made and that in case an order of partition is granted in this case the commissioners aforesaid under such order will make their return accordingly and appraise said premises— This defendant Says that no Sale of said Premises and Distribution of Proceeds Should be made until all the debts of said Cornelius C. Sharp and first Paid— This defendant Therfore asks the Court to Refuse to Grant the prayer of the plaintiff for an Order for Partition or in the Event said prayer is Granted and a Sale of said premises made thereunder that the Court order that out of the proceeds of such sale an Amount Amply Sufficient to pay all the Debts of said Decedent be retained by the Sheriff to pay the Same and for all proper protection & relief

H. P. Carpenter
Atty for Defendant.

The State of Ohio Union County SS.
Samuel Sherwood the above defendant being Sworn says that the Facts related & Allegations Contained in his foregoing Answer are True as he verily believes.

Samuel Sherwood Administrator

Sworn to by said Samuel Sherwood before me and signed by him in my presence this 12th day of January A.D. 1882.

W. M. Wright Clerk

Afterward on the 21st day of January A.D. 1882. The following Entry was made by the Clerk on the Journal of said Court which reads as Follows:

Entry.

William M. Koons as Guardian of James M. Sharp Plaintiff
U.S. No 3943.
Evaline Sharp. Widow &c Et. als.

This day come the Plaintiff by his Attorney and thereupon this cause came on to be heard upon the petition of the plaintiff and the answer of Samuel Sherwood administrator of the Estate of Cornelius C. Sharp Deceased and the evidence all the other defendants although duly served with a Summons herein and being personly before the Court, having failed to answer Demur or otherwise object to the petition of Plaintiff. On consideration Whereof the Court finds that the said Evaline Sharp Widow is entitled to dower in the premises described in the petition and title Subject thereto the said plaintiff William M. Koons as Guardian of James M. Sharp is seized of and has a legal right to the Undivided one Eighth part of the Estate described in the petition and is entitled to have partition made of said premises that the defendants Dexford Sharp William Sharp, Norman Sharp David Sharp Evaline Cranston Lucinda Cline and Lydia M. Drake are tenants in Common with the said Plaintiff and is each seized of and has a legal right to an Undivided one Eighth part of said premises described in the petition Subject to the Dower Estate of the said Evaline Sharpe therein, and no reason appearing why partition should not be made. It is therefore considered adjudged and decreed that the said Evaline Sharp be Endowed of one full & that 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 George M. Peck, William M. Haines and Fredrick J. Sager Three Judicious and disinterested Freeholders of the Vicinity who are not of Kin to Either party and who are hereby appointed Commissioners for that purpose, to set off and assign such dower to the said Evaline Sharp 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 therein severally found entitled. And it is ordered that if in the opinion of the said Commissioners said premises cannot be divided by meats and bounds without injury to the value thereof the appraise the Same Subject to and also free from the dower of the said Evaline Sharp, and of his Proceedings herein the said Sheriff is ordered to make due return without Unnecessary delay

W. M. Koons, Powell & Fulton, Sc.
A. St. Ayers For Plaintiff.
A. T. Carpenter for Administrator

Afterward on the First day of February A.D. 1882. The following writ of Partition and Dower was Filed with the Clerk of the Court of said County in the words and Figures Following To wit:

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 George M. Peck, William M. Haines & Fredrick J. Sager you cause to be set off and assigned to Evaline Sharp Widow of Cornelius C. Sharp 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 County of Union & State of Ohio & in the Township of Washington Being Part of Survey No 9897- Beginning in the Greenville Treaty line at the S. W. Corner of said Survey. Thence with the west line of said Survey Northwesterly to the center of the Spoch Road- Thence Easterly with said Spoch Road 101 1/10 poles to the corner to William Kay; Thence South 10½° E 108 poles

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to the Treaty line; Thence westerly with said Treaty line to the Place of Beginning Containing one hundred one & one half acres More or less. Also the following described tract of land Situated in Said Township & County & State; Beginning at a Stake in the Marysville & Kenton Road and in the north line of Survey No 9896 Thence with Said line S 79½ W 25 4/10 poles to a Stone north East corner to Enos Cahills land; Thence with his East line S. 9° E 138 4/10 poles to a Stone N. W. corner to a lot of land owned by W. G. Davis. Thence with the north line of Said lot N 68¾° W 88 poles to a Stone in the center of Said Marysville & Kenton Road. Thence with the center of Said road N. 36-W-134 8/10 poles to the place of Beginning containing 47 acres & land Excepting therefrom Three acres deeded to Wm Moffitt off the north End of Said premises: Also the following tract of land Situate in the Same Township County & State - Being Part of U. S. M. S. No 9896 Bounded and described as follows: To wit= Beginning at a Stone in the Byhalia and York center Road & in the Greenville Treaty line. Thence with Said road S 26° W. 12 8/10 poles to a Stake Under a Bridge corner to J. W. Tracy; Thence with his line N 73° W. 17 2/10 poles to a Stone= Thence with another line of said Tracy N. 20° W. 55 8/10 poles To a stone; Thence with another line of Said Tracy S. 68¼° W. 44 6/10 poles to a Stone in the line of E. Cahills Thence with Cahills line N. 9½° W. 45 5/10 poles to a Stone corner to C. C Sharp Thence with Sharps line N 69½° E. 87 7/10 poles to a Stone in the center of the Marysville & Kenton Grome Road= Thence with the center of Said road S 35¼° E 22 7/10 poles to a Stone at the intersection of the Grave road with the Byhalia & York Center road. Thence S 13½° W 70 42/100 poles with the center of said road to the place of Beginning Containing 31¼ acres Subject to Said dower estate, among the persons named herein and in the Following por= portions to wit; To Wm Koons Guardian of James M. Sharp ⅛ Part. To Redford Sharp ⅛ Part. To William Sharp ⅛ Part, To Norman Sharp ⅛ Part, To David Sharp ⅛ Part, To Erline Everson ⅛ Part. To Lucinda Orm ⅛ Part. To Lucinda M. Drake ⅛ 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 William M Koons Guardian of James M. Sharp, Petitioner and Erline Sharp 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 the Court of common Pleas at the Court House in Marysville This 25th day of January A.D. 1882.

W. M. Winget Clerk.

Seal

As Commanded by the foregoing writ of Partition and Dower I have Executed the Same by the oaths of T. J. Dager, Wm M. Haines & Geo Mc Peck Causing Dower to be assigned to Erline Sharp widow of C.C. Sharp Deceased. and partition to be made of the premises in said writ described and the said Commishiners 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 Commishiners herewith returned.

Given Under my hand this 1st day of February A.D. 1882.

Sheriff's Fees: Service 30° Milage 38¢ Executing writ 12¢ Summing & Swearing Com, $1.20 Amount 1.54. Survey $8.00 & Report $3.00 Commishiners $3.00 $20.54

John Hobrisack
Sheriff

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Washington Tp. Union Co. O.
F. J. Sager
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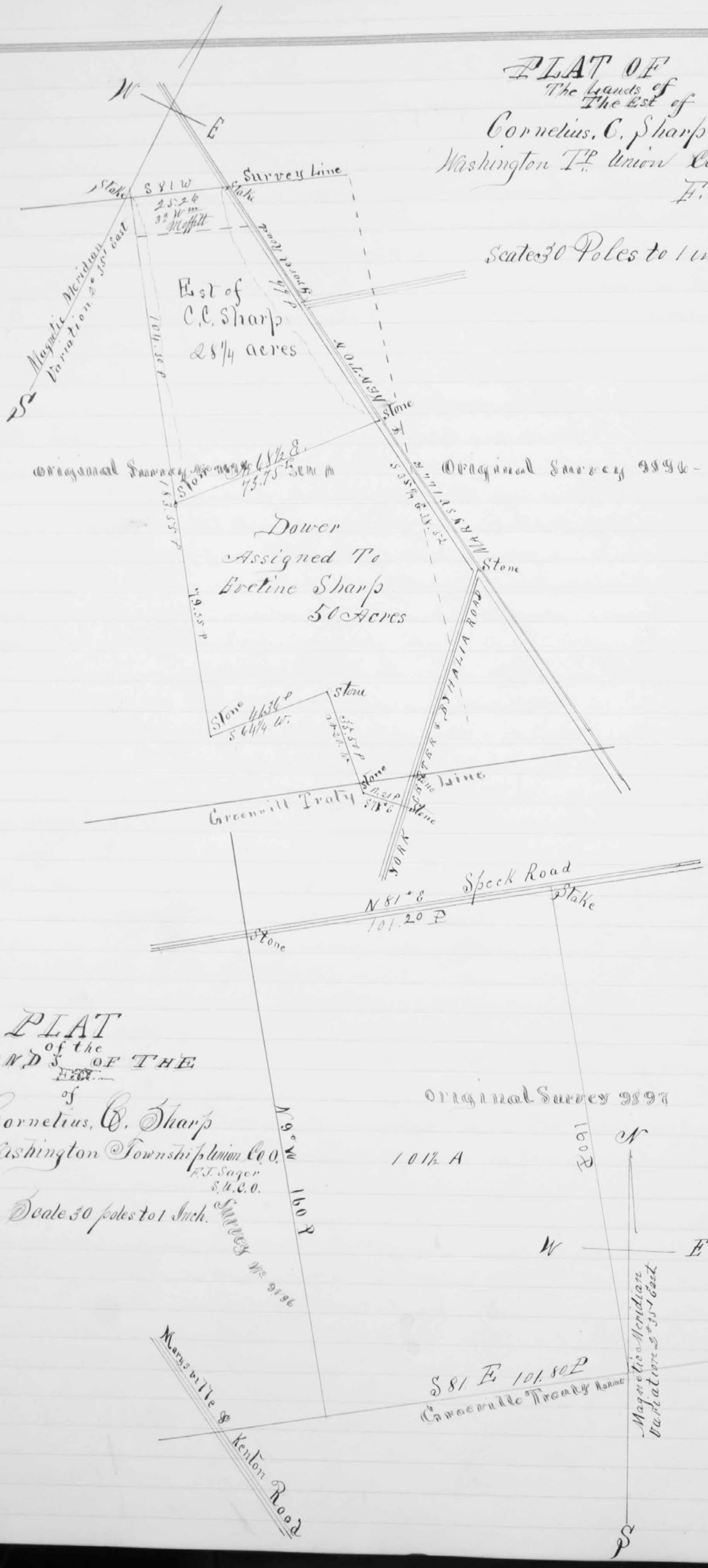

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First described Tract Valued at $38.00 Per acre Situated in the State of Ohio in the County of Union in Washington Township being part of original U. M. Survey No 9897 Beginning at a Stone South Westerly Corner to said Survey thence with the Westerly line of said Survey N. 9° W. (Variation 2° 35' East) 160 poles to a Stone and Bricks in the center of the Spruce Road thence with the center of said Road N. 81° E 101.00/100 poles to a Stake in Fulton Creek Ditch; Thence S. 9° E. 160 poles to a Stake in the Greenville Treaty line South line of said Survey. Thence with said Treaty and Survey line South 81° W. 101.80 poles to the Place of Beginning Containing 101½ Acres of land.

Also the Second Described tract Valued at $45.00 per Acre. Situated in the State of Ohio in Union County and in Washington Tp 7 Being part of original U.M. Survey No 9896 for 364 acres Commencing in the Center of the Marysville and Kenton Gravel Road at the point where the north line of said Survey Crosses said Road thence with said Survey line S 81° W 25.12/100 (Variation 2° 35 E.) to the Corner of Enos Cahills land; Thence with his line S 9½ E 104.80/100 poles to a Stone Thence N 68½ E. 73.75 poles to a Stone in the Center of said Marysville and Kenton Road thence with the Center of said road S 35¼° E. 99 poles to the place of Beginning Containing 31¼ acres Excepting therefrom 3 acres deeded to Wm Moffitt of the north end of said Tract the Amount hereby described being 28¼ acres. All of which tracts will appear more fully on the plat hereunto attached F. J. Sager. S, U, C, O,

Commissioner's Report.

William M. Koons Guardian
Against
Evaline Sharp.

Union County S. S. Court of Common Pleas.
In Partition and Dower. According to the Command of the writ of Partition and dower in this cause issued and on call of the Sheriff of said County we the Undersigned Commissioners after being first duly Sworn and upon actual View of the premises do Set off and assign to the said Evaline Sharp as her Dower estate in the said lands in said petition described the following tract to wit: Situated in the County of Union and in the Township of Washington part of Survey No. 9896 per 36¼ acres: Beginning at a Stone in the York Center and Byhalia road in the Greenville Treaty line thence with said road S. 26° W. 12.80/100 poles to a Stake under a Bridge Corner to J. W. Tracys land thence with his line N. 73° W. 17.00/100 poles to a Stone Thence with an other line of said Tracys N 20° W. 38.90/100 poles to a Stake Thence with an other line of said Tracys S. 68½° W. 44.36/100 poles to a stone in the line of E. Cahill Thence with his line N 9½° W. 79.32/100 poles to a Stone thence N. 68½° E 73.75/100 poles to a Stone in the center of the Marysville and Kenton Road thence with the center of said Road S 35¼° E. 38.20/100 poles to a stone at the intersection with the York center and Byhalia Road Thence with said York Center and Byhalia Road S 13½° W. 70.42/100 poles to the place of Beginning containing 30 acres of land, And upon actual View of the premises We Are of Opinion that the Remainder of said lands can not be divided without Manifest injury and we do estimate the Value of the same Free from the 3/4 Dower Estate of said Evaline Sharp as follows. The tract of 101½ acres at $38.00 per acre. The tract of 28¼ acres at $48.00 per acre. The entire Valuation being $6203.00 Fees. W. M. Haines 1 d $1.00 Geo M. Peck 1 d $1.00 F. J. Sager 1 d 84 cts F. J. Sager Survey & Plat & Report & 2 days $8.00

Given Under our hands this 30th day of January A. D. 1882

W. M. Haines.
Geo M. Peck.
F. J. Sager. } Commissioners.

Afterward on the 3rd day of February A.D. 1882. The following entry was made by the Clerk on the Journal of said Court which reads as Follows:

Entry — William M. Koons Guardian &c. Vs. No 3948. Evrline Sharp Et al. } This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein and on motion to confirm the same and it appearing that said Commissioners have set off and assigned to the defendant Evrline Sharp as and for her dower in the whole of said premises described in the petition the part and portion of said described premises described in the return of said Commissioners and shown by the plat thereof returned with said writ it is therefore ordered and decreed that the said Evrline Sharp have and possess the lands so assigned to her as and for her Reasonable dower in said premises, and it further appearing from the said report that the remainder of the said premise after the assignment of said dower cannot be divided by meats and Bounds without Manifest injury to the Value thereof and that the said Commissioners have made and returned their Appraisement of the remainder of said premises free from the said dower Estate of the said Evrline Sharp to wit the Tract of 101½ acres at $38.00 per acre Being $3847.00 The tract of 28½ acres at $48.00 per acre Being $1356.00 the whole appraisement Being $ 5203.00 the Court finds the said return and proceedings in all respects Correct and in conformity to law and do therefore approve and confirm the same. And neither of said parties electing to take the said premises at their appraised Value. On Motion of the plaintiff it is ordered that said premises Be Sold at public Auction free from the dower of said Evrline Sharp and that an order issue therefor to the Sheriff of said Union County Ohio. And that said Sheriff return his proceedings into this Court without unnecessary delay

A. T. Carpenter
Powell & Fulton.

Afterwards on the 6th day of February A.D. 1882 the following order of Sale in Partition was issued by the clerk the Sheriff of said Co. which reads as follows To wit:

Order of Sale in Partition.

The State of Ohio } To the Sheriff of said County Greeting:
Union County ss. } In pursuance of the order of our Court of Common Pleas within and for the County of Union at the January Term A.D. 1882 in a certain Petition for Partition now pending in said Court wherein Wherein William Koons Guardian of James. M. Sharp was petitioner and Evrline Sharp Et al are Respondents we command you that without delay, you proceed to Sell at Public Auction the lands and tenements in said petition described To wit: Situate in the County of Union Township of Washington and State of Ohio Being Part of Survey No 9897 Beginning in the Greenville Treaty line at the S. W. Corner of said Survey. Thence with the west line of said Survey north westerly to the center of the Peach Road. Thence Easterly with said Peach road 101¾0 poles to the Corner to William Kay; Thence South 10½° E 180 poles to the Treaty line; Thence westerly with said Treaty line to the place of Beginning Containing One Hundred & one & one half acres more or less— Also the following Tract Situate in the State of Ohio in Union County and in Washington Township Being part of original Survey No 9896. for 364 acres: Commishuners in the center of the Marysville and Kenton Grange Road at the point where the north line of said Survey Crosses said Road— Thence with said Survey line S 81° W 25 39/100 (Variation 2° 35' East) to the Corner of Enos Eakles land Thence with his line S 9½° E 104 30/100 poles to a Stone Thence S 68½ E. 73 73/100 poles to a Stone in the center of said Marysville

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F. M. Winget Clerk.

Sheriff's 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 18th day of March A.D. 1882 at One o'Clock P.M. on Said day at the doore 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 their came John M. Drake and Lemuel Corrison who bid for the first described property the sum of thirty five dollars per acre and also then and their came Aaron Coleman and David Logan who bid for the Second described property the Sum of Thirty Eight dollars per acre Same being more than Two-thirds the appraised Value of Said properties and They being the highest and Best Bidders I declared them the Purchasers.

John Hobensack, Sheriff
Union County, Ohio

Sheriff Fees Service 30¢ Mileage 320 Copy to Printer 30¢ Postage 21,57. Total 2.57 Deeds 4.00, Recording Mortgage 2.00
Total $31.57. Printers Fees $18.00

The State of Ohio } The Undersigned being duly Sworn Says that a Copy
Union County SS. } 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 February 15 1882.

W. O. Sheaders.

Sworn to and Subscribed Before me this 3 day of May 1882.

J. C. Bingner, Clerk.

Court of Common Pleas Union County Ohio.
William Koons Guardian
vs.
Eveline Sharp Et. Als.

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 March 18th 1882 at or about the hour of one o'clock P.M. on Said day the following described real Estate To wit: Situate in the Township of Washington County of Union State of Ohio, and being known and described as part of Survey No 9897 Beginning in the Greenville Treaty line at the South west corner of Said survey; Thence with the west line of said Survey northwesterly with Said Spoch Road 161 2-10 poles to the corner to William Kay; Thence South 10½° E. 180 poles to the Treaty line; Thence Westerly with said Treaty line to the place of Beginning Containing one Hundred and one acres and one half.
Also the following Tract Situate in the State of Ohio in Union County and in Washington Township; Being part of original Survey No 9896 for 364 acres Commencing in the Center of the Marysville and Kenton Grove Road at the point where the north line of Said Survey crosses Said road; Thence with said Survey line South 81° W. 25 26/100 (Variation 3° 35 East) to the corner of Enos Cathles land; Thence with his line S 9½° E. 104 30/100 poles to a Stone; Thence N 68½ E. 73 57 poles to a Stone in the center of Said Marysville and Kenton Road; Thence with the center of Said road S. 35¼° E 99 poles to the Place of Beginning containing 31¼ acres

Excepting therefrom 3 acres deeded to William Moffitt off the north end of said tract; the amount here described being 28¼ acres. The first described tract appraised at $38.00 per acre; second tract appraised at $45.00 per acre; Free from dower. Terms of Sale. One Third cash in hand one Third in one year and one Third in Two Years with interest on the deferred payments and to be Secured By Mortgage

John Hotzenbark, Sheriff of Union County

Koons, Powell and Fulton Attorneys.

Afterward on the 3rd day of May A.D. 1882 The following Entry was made by the Clerk on the Journal of Said Court Which reads as Follows:

Entry

Wm M. Norris Guardian &c. vs. No 3948. Ordeine Sharp Et al

On Motion of the Plaintiff and upon producing the return of the Sheriff of his proceedings and Sale under the former order of this Court and the Court Being Satisfied on examination that the Same have been had in all respects according to law. the Said proceedings and Sale are hereby approved and confirmed. and the said Sheriff is ordered By deeds duly executed to convey the first parcel of the premises described in the order of Sale being 101½ acres to John M. Drake and Samuel Crevison the purchasers for Said parcel in fee Simple and the Said Sheriff is ordered by deed duly executed to convey the Second parcel of the premises described in Said order of Sale being 28¼ acres to Aaron Coleman and David Logan the purchasers for Said Second parcel in fee Simple &c It is further ordered that the Sheriff out of the proceeds of said Sale pay First to the Clerk of this Court the costs herein including a fee of $ 94.80 to plaintiffs attorneys and the Taxes that are a lien. Second: That remainder of the Said Money be Equally divided Between William M. Norris as Guardian of James M. Sharp Redford Sharp, William Sharp, Norman Sharp. David Sharp Evelina Corrigan, Lucinda Crme and Lydia M. Drake: That the Sheriff Take a Mortgage to himself in Trust for the Said parties on Said premises for the payment of the other two thirds of Said purchase money as the Statute directs and when the administrator of the Estate of Said Cornelius C. Sharp Shall furnish to the Sheriff the Amount that will be needed to pay of all the debts of the Said Cornelius C. Sharp deceased Certified to by the Probate Court. then the Said Sheriff Shall pay to Said Administrator Said Amount and take his receipts therefor and distribute the ballance Equally between the said Parties described.

Powell & Fulton. For Pltff.

A. J. Carpenter for Defts.

Attest: J. D. Burgner. Clerk.

Petition

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Pleas before his Honor John. H. Price 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 State of Ohio and the tenth Judicial District on 1st day of May A.D. 1882. Heretofore To Wit on the 12th day of April 1882. The following Petition was filed with the Clerk of said Court which reads in the words and figures as follows:

Petition

Cornelia H. Taylor Plaintiff
against
George Coder Elizabeth Coder
Joseph Russell & The
Union Central Life Insurance
Company Defendants

No 4017
Court of Common Pleas Union County Ohio
Petition

The plaintiff says= That She on the 12th day of September A.D. 1881 by the consideration of the Court of Common Pleas of Union County Ohio at the September Term thereof did recover in said Court a Judgement against one Hugh Mc Fadden and the defendant George Coder on there joint and Several promisary note for the Sum of Three Hundred & Seventy Eight & 53/100 Dollars ($378.53) with interest thereon @ 8% from said 12th day of September A.D. 1881 and for Costs of Suit Amounting to $ Upon which Judgment said Hugh Mc Fadden on the 20th day of September A.D. 1881 paid to plaintiff the Sum of Forty seven & 25/100 Dollars ($47.25) and no more. That said Judgement Still remained in full force law and Wholy Unpaid= That said Hugh Mc Fadden is Wholy insolvent and said George Coder has not good and Chattles liable to Execution Sufficint to Satisfy said Judgement That on the 8th day of November A.D. 1881 plaintiff caused an Execution to be issued on said Judgement and delivered the same to the Sheriff of said County and said Sheriff by Virtue of said Execution on said 8th day of November A.D. 1881 and for the want of goods and Chattles of either of said Mc Fadden or said Coder Sufficint to Satisfy said Execution duly levied upon the following real Estate of the defendant George Coder Situate in the Township of Taylor County of Union and State of Ohio & in U. M. Survey No 4405 & bounded & described as follows:= (First Tract= Beginning at a Stone in the Center of the Cotton Slash road at the South margin of a road Sold To Meeker; Thence with the Center of said Slash road S. 47° W. 17 Poles to a Stone in angle of said road; Thence South 10¾° W. 20 Poles to a stone in the Center of said Road; Thence S. 82° East 230 Poles to a stone in the West or South West line of the Survey; Thence with the Survey line N. 18 ¾° W. 131 Poles to a Beech & Stone; Thence N. 81° E. 70 Poles to a Stone; Thence N. 81½° E. 191 50/100 poles to a stone in the south margin of said road Sold to Meeker; Thence with the line of said road S 8° E. 32 5/10 Poles to the Place of Beginning containing One hundred & one & one half (101½) Acres more or less: Excepting therefrom 10 Acres of Equal width off of the West end of said former bearing therein 91½ Acres More or less: Second Tract= Also an other tract Situate in Said Township County, State & Surry aforesaid & bounded and described as follows= Beginning at a Stone in place of a Lynn, Sugar & Hickory in the North line of Surry No 4405 and North East Corner of the Tobitha Brown land (now owned by George Coder) Thence with the East line of said Brown land S 8° E. 87½ Poles to a Stone in the Center of the Cotton Slash road; Thence with the Center of said road N. 47° E. 30 40/100 Poles to a Stone; Thence N. 8° W. 69 42/100 poles to a stone in the North line of said Surry No 4405; Thence with said line S. 82° W. 24 52/100 poles to the Beginning containing Twelve acres More or less= Third Tract= Also an other tract Situate in the Township County State and Surry aforesaid and Bounded and described as follows: Beginning at Two Sugars and a Buck in the line of land owned by Theodus D. Mills and

For Pff
Deft

South west corner of lands owned by Burgess Barker in the year 1856: Thence with Barkers line N. 11° 30' W. 57 poles to an Ironwood Elm & Beech N. W. corner of Barkers lot in the North line of the Survey: Thence with said line S. 81° W. 98⅔ Poles to an Elm. Sugar & Beech: Thence S. 15° E. 57 Poles to two Beeches & Sugar in said Mills line: Thence with his line N. 81° E. 95 Poles and 3 links to the beginning containing Thirty four and one third (34⅓) acres More or less:

Fourth Tract= Also an other tract Situated in the Township County. State & Surveyforsaid and bounded and described as follows= Beginning at a Stone in place of a Lynn in the Northerly line of said Survey and at the Northwesterly corner of the land heretofore conveyed to George W. Mecker and A. P. Mecker by Henry Reed and Lucinda Reed the 18th day of March 1867: Thence with the North line of said Survey S. 82° W. 98⅔ poles to a Beech. Elm & Ironwood and Stone in said line: Thence S. 11½° 36 65/100 poles to a Stone in place of a Sugar tree & Hickory: Thence N. 81½° E. 92⅞ poles to a Stone corner to land formerly owned by Octavia Snider: Thence with her said East line S. 32°— 32⅘ poles to a Stone in the center of the said Cotton Flash road: Thence with said road N. 47° E. 3 poles to a Stone in the center of said road: Thence N. 8° W. 87 poles to the Beginning Containing Thirty five acres and ninety three poly More or less= That the defendants Joseph Russell and The Union Central Life Insurance Company of Cincinnatis Ohio a Corporation duly incorporated under the laws of Ohio Each have liens upon said premises by virtue of Mortgages given to secure Sums of money due to them from said George Coder and as plaintiff is advised are still in full force and unsatisfied Plaintiff further Says that by reason of said several liens upon said Real Estate the Same cannot be Sold upon said Execution. The plaintiff thereon asks that said Joseph Russell and said Union Central Life Insurance Company be made party defendants to this action and that they be required to answer and set forth their respective Claims in and to said premises and that the court will upon the hearing of this Cause adjust the parties of the said liens with that of the plaintiff and between said Defendants and that said real Estate may be decreed to be Sold and the proceeds thereof applied on said Claims according to the respective priorities of the Cases thereof as the Same Shall be determined by this Court and for all proper relief.

The State of Ohio Union County S. S.

A. T. Carpenter being Sworn Says that he is one of the Attorneys for the above named plaintiffs duly authorized in the premises. Affiant further Says that said plaintiff is a non resident of said County of Union and is now absent therefrom and that the facts Stated & Allegations Contained in plaintiffs foregoing petition 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 April A. D. 1882.

John R Burgess Clerk.

To Clerk= Issue Summons upon above petition returnable according to law- Direct to Sheriff of Union County O. for defendants George Coder & Elizabeth Coder and to Sheriff of Hamilton County Ohio for Defendant the Union Central Life Insurance Company- Indorse Creditors Bill Amount Claimed $ 43243 @ 8 p/cnt from Sept. 20th 1881 & Equitable &c" A. T. C. & J. M. T. B. Attorneys for Plaintiff

I Hereby Waive the issuing & Service of Summons in above case & Enter my Appearance

Joseph Russell
By A. T. Carpenter his Atty

Answer

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Answer

Cornelia A. Taylor.
Vs.
George Coder Elizabeth Coder. Joseph Russell and The Union Central Life Insurance Company

Court of Common Pleas
Union County Ohio

Answer

Now comes The Union Central Life Insurance Company of Cincinnati Ohio and Says that it Knows nothing of the matters and things set out in the Petition in relation to the alleged judgment and lien of the plaintiff and therefore denies the Same. It further Says that on Aug" 14th 1878 George Coder and Elizabeth Coder his Wife conveyed the premises described in the Petition to this defendant to Secure a certain promisary note of that date for the Sum of Twenty Three Hundred Dollars ($2300cc) due in five years with interest at eight per cent per annum payable annually made by the said George Coder to this defendants the interest upon which has been paid up to January 1st 1882. That Said note is not yet due; but the said Mortgage lien is the first and last lien on said premises and this defendant prays that if the said premises be ordered to be sold its interest may be fully protected.

John Cochnower

State of Ohio Hamilton County SS.

John Cochnower having been first duly Sworn, says that he is the Preasident of the defendant The Union Central Life Insurance Company of Cincinnati Ohio. and that the allegations of the foregoing answer are true as he verily believes

John Cochnower.

Subscribed in my preasence and Sworn to before me this 24th day of April 1882.

C. F. Marshall
Notary Public Hamilton County Ohio

Cornelia A. Taylor
Vs.
George Coder Et al.

The following Entry was made on the Journal of said Court May 24th 1882.
No 4017.

And now comes the said parties by their attorneys and thereupon this cause came on for hearing upon the Petition and answer and was argued by Counsel: on Consideration Whereof the Court do find that the said Cornelia A. Taylor obtained the Judgement as She has in her petition alleged and that there is now due on the same the Sum of $478.43 with interest thereon at 8% from September 12 A.D. 1881 and costs of Suit which Judgement interest & costs became a lien on the premises described in plaintiffs petition the 9th day of September A.D. 1881 and that The Union Central Life Insurance Company of Cincinnati Ohio holds as it has in its answer set forth a Mortgage on said premises and that the same became a lien on said premises on the 14th day of August A.D. 1878 on which Mortgage then is owing and unpaid the Sum of $2300cc with interest thereon from January 1st 1882 @ 8% payable annually. and that Joseph Russell holds as he has in his answer alleged a Mortgage on said premises and that the same become a lien on said premises on the 25th day of July A.D. 1881 on which Mortgage there is owing and unpaid the Sum of $1075cc with 8% interest from July 18th 1881 payable annually-

It is therefore Considered by the Court that unless the said claim in favour of plaintiff together with interest and costs is paid within three days from this 25th day of May 1882 then that the Sheriff do proceed to

cause the said lands and tenements in said petition described to be appraised advertised and sold according to law and that he bring the proceeds arising from said sale into court subject to the further orders of the court.

Cornelia A. Taylor. vs. George Coder Elizabeth Coder & The Union Central Life Insurance Company } No 4017 Court of Common Pleas Union County Ohio

Answer of Joseph Russell.

Answer

Now comes Joseph Russell and by leave of court first had files this his answer to plaintiffs petition and says: That on the 18 day of July A.D. 1881 the defendant George Coder executed and delivered to this defendant his promissary note of that date and thereby promised to pay to this defendant the sum of One Thousand and Seventy five $^{50}/_{100}$ Dollars in one year thereafter with interest thereon from date at Eight per cent payable annually (a copy of said note is hereto attached & marked Exhibit "A.")

2nd On the said 18th day of July A.D. 1881 the defendants George Coder and Elizabeth Coder his wife to secure the payment of said promissary note made and delivered to said Joseph Russell their Mortgage deed and thereby conveyed to said Joseph Russell his heirs and assigns all the premises described in the plaintiff's petition The condition contained in said Mortgage deed was in substance that if said John Coder should pay said above described note and the interest thereon when due and according to the tenor thereof then these presence shall be void otherwise to be and remain in full force and virtue in law:

3rd On the 23rd day of July A.D. 1881 at 8½ o'clock A.M. said Mortgage was filed with the Recorder of said County to be by him placed on record and was recorded on the 9th day of August A.D. 1881 in Record of Mortgages Vol. 17 Page 73. The said Joseph Russell Says that his said Note and Mortgage are not yet due but that his said claim is a lien on the premises from the 23rd day of July A.D. 1881.

This defendant therefor asks the protection of the court in the premises and that in case of the sale of said premises that his lien be paid off out of the proceeds of said sale in the order of its priority with the other lien holders herein and for all proper relief

A. T. Carpenter Atty for Joseph Russell.

The State of Ohio Union County S.S.

Joseph Russell the above named defendant being Sworn says that the facts stated and allegations contained in the foregoing answer are true as he verily believes.

Joseph Russell.

Sworn to by Joseph Russell before me and Signed by him in my presence this 25th day of May A.D. 1882.

John D Burgner Clerk.

Exhibit "A" $1074^{50}/_{100}$ Marysville Ohio July 18. 1881.

One Year after date I promise to pay to the order of Joseph Russell one Thousand Seventy five $^{50}/_{100}$ Dollars Value received with interest at the rate of eight per cent per annum payable annually. (Signed) George Coder.

Attest: J. D. Burgner, Clerk.

Petition

Plea before ... at the Court ... of Ohio and ... heretofore ... filed with ... P. R. Kerr ... vs. ... M. D. Ly... The Pl... Was the ... consideration ... County Ohio ... Plaintiff and ... and proceed... attached ... error there ... Record in ... Trial and ... The Plaintiff ... Set aside ...

Understanding in error

P. R. K... vs. ... M. D. Ly... Petition ... of a Judg... February ... in the Co... Kerr now ... Kerr and ... Kerr Shall ... in Error ... against the ... Judgement ... affirmed ...

The above ...

Transcript

P. R. K... vs. ... M. D. Ly... Being a ... of $2000 ... delivered ... 80 at 9 ... with Gaun... by Copy ... Mortgage ... for the ...

Pleas before his honor John A. Price 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 State of Ohio and the tenth Judicial District on the 1st day of May A.D. 1882.

Heretofore To wit: On the first day of October A.D. 1880 The following Petition was filed with the Clerk of Said Court Which reads in the words and figures following.

Petition

P. R. Kerr Plaintiff
Vs.
M. D. Eyon. Defendant.

Court of Common Pleas
Union County Ohio

The Plaintiff. P. R. Kerr Complains of the said M. D. Eyon Defendant for that the Said M. D. Eyon recorded a Judgement against the plaintiff by the consideration of J. S. Gill a Justic of the Peace of Claibourn Township Union County Ohio in an action Pending before Said Justic Wherein Said P. R. Kerr was Plaintiff and M. D. Eyon now defendant a Copy of the Record of the said Judgement and proceedings before Said Judgement in said case duly Certified is hereto Attached Marked "A" and Made a part of this Petition and the said Plaintiff avers there is Error in Said Judgement and proceedings to wit: The Justic Erred in Rendering the Judgment on the 16th day of Feb 1880. When the Trial and Verdict as shown by said Record was on the 6th of Feb 1880. The Plaintiff therefor prays that the Said Judgement may be reversed and Set aside and that Said case may be returned for Trial in this court

P. R. Kerr in Person

Understanding in Error

P. R. Kerr
Vs.
M. D. Eyon

Court of Common Pleas
Union County Ohio.

Whereas P. R. Kerr has filed in Said Court his Petition in Error against the Said M. D. Eyon to obtained the reversed of a Judgement for $0.25 debt $27.25 Costs rendered on the 16th day of February 1880 by J. S. Gill a Justice of the Peace for the Township of Claibourn in the Said Co. of Union in an action Before him Wherein the Said P. R. Kerr now Plaintiff and the Said M. D. Eyon was Defendant. Now We P. R. Kerr and H. C. Hamilton Undertake to the Said M. D. Eyon that the Said P. R. Kerr Shall pay all Costs Which have or may accrue on Said proceedings in Error To gether with the amount of any Judgement that may be rendered against the Said Plaintiff in Error whether the further trial of the case after the Judgement of the Court below may have been reversed or upon & after the affirmence thereof in the Court of Common Pleas

P. R. Kerr
H. C. Hamilton

The above Bond approved by me this 1st day of November 1880.

W. M. Wright Clerk.

Transcript

P. R. Kerr.
Vs.
M. D. Eyon

Before J. S. Gill a Justic of the Peace of Claibourn Tp. Union Co Ohio January 26th 1880 The Plaintiff filed his bill of Particulars Which is in Substance as follows Being a Promisary note Amount with interest to date $11.30/100 and an account of $20.00 for Stable rent & Pasture. Total $31.30/100. Summons issued & delivered to W. H. Robinson of this date & time set for appearance Jan 31st 80 at 9 oclock A.M. Summons returned endorsed as follows Received the writ January 26th 1880 & Served the Same on the 27th day of January 1880 by Copy Personally W. H. Robinson at the time for appearance the Parties met and the defendant asked for a trial By Jury Whereupon I issued a Venire for the following Jurors. Chas Wright R. Parrish James Cutler P. Wynegar

and O. Beem & set the time for trial on the 3rd day of February A.D. 1880 at 9 o'clock A.M. the time for Trial arrived The parties met at time set for trial and the Defendant not being ready for trial I adjourned the trial until the 6th day of February at 9 o'clock A.M. & the parties claimed to be ready for Trial The Jurors were called & all responded to their names Except James Cutler Whereupon I Supplied his place with Tim Williams. The Jurors were Sworn & took their Seats. Subpenas were issued for the following Witnesses for Plaintiff. Jerry Randall W. Woods Wm Moore Dell McGee Thos Posser E. A. Marriott. For the defendant Chas Hodges G. H. Luellen. D. M. Blake. Chas Smith. A. L. Smith Jr. The defendant filed his bill of accounts or offsets. Whereupon the Plaintiff amended his Bill of Particulars. The parties proceeded to Trial and after the Examination of witnesses & the Pleading of Attorneys & My Charge to the Jury They the Jury retired & upon the Calculations of the Jury & comparing accounts they returned their Verdict as follows. The Jury find for the defendants in the Sum of 25 Ct. Signed by P. G. Wynegar Foreman. The Verdict recd. at 11.30 P.M. Jury out 30 minuts. Feb. 16th 1880. It is therefore By me considered that the defendant recover of the Plaintiff in the Sum of 25,00 Dollars & Costs herein Taxed. J. S. Gill Justic of the Peace.

5 O'clock P.M. Feb 16th 1880 on this day P. R. Kerr Moved for a new Trial on the ground That the said Verdict was obtained by Fraud Particularly & Undue Means & the defendant M. D. Lyons was notified in writing of the motion & the parties on the 18th inst met at my office & Motion set for hearing Feb. 20th 1880 at 9 o'clock A.M. Feb. 20th 1880 9 O'clock A.M. The Parties met & on consideration Whereof I do hereby overrool said Motion at the defendants Costs J. S. Gill Justic of the Peace. Feb. 26th 1880 The Plaintiff Filed his Undertaking for appeal as Follows Before J. S. Gill J.P. Union Co Claiborn Tp, Ohio. Whereas on the 16th day of Feb 1880. The said M. D. Lyons obtained a Judgment against the Plaintiff P. R. Kerr on the docket of said Justic for 25,00 Dollars & Costs Taxed at 27 5s & the said P. R. Kerr intends to appeal therefrom to the court of Common Pleas of Union County Ohio Now Therefore I A. C. Hamilton of Richwood O. do hereby persuant to the Statute in Such Cases Made & provided promise & Undertake in the Sum of Fifty Seven Dollars (57) that the said P. R. Kerr appellant if Judgment be Judged against him on the appeal will Satisfy Such Judgment & Costs & also that appellant will prosecute this to Effect without Unnessary delay A. C. Hamilton.
Executed & acknowledged before me and Surety Appelant This 26th day of Feb. A.D. 1880
J. S. Gill J.P.

I hereby Certify the Foregoing to be a true Transcript of the case of P. R. Kerr Vs. M. D. Lyons as found by me on the Docket of J. S. Gill J.P. A.M. Wright Justic of the Peace.
Dated at Richwood This
26th day of January A.D. 1881.

Afterward on the 4th day of Feb A.D. 1881 The Following Entry was made by the Clerk on the Jornal of said Court which reads in the words & figures Following.

Entry

P. R. Kerr. vs. M. D. Lyons. } No 3707.

This day this Cause come on to be heard upon the Petition of the Plaintiffs was argued by Counsell and the Court being fully advised in the premises do find that there was Error in the proceedings and Judgements of the Justic of the Peace as alledged in the said Petition Wherefore it is Ordered and adjudged by the Court that said Judgements of the Justice of the Peace rendered in this Cause be and the same is hereby reversed. and said Cause is hereby

Petition

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Retained for trial in this Court as upon appeal and it is further adjudged by the Court that the Defendant M. D. Lyon pay the costs of reversal and the costs on the trial before said Justice of the Peace.

P. R. Kerr.

Heretofore To wit: on the 10th day of May A.D. 1881 The following Petition was filed with the Clerk of said Court which reads in words and figures as follows:

Petition

P. R. Kerr. vs. M. D. Lyon } Court of Common Pleas: Union County Ohio. Petition

The Plaintiff Says there is due him from the defendant on a promissory note of which the following is a copy. Richwood O Feb 1877.

on or before the 1st day of April 1877 I promise to Pay H. C. Welch or Bearer the sum of $10.00 with 8 per ct. interest from date. Signed M. D. Lyon" The Sum of $12.50 2nd Cause of action. Plaintiff Says there is due him from the Defendant M. D. Lyon on the following account the sum of $27.25 To wit: To use and occupation of one Small Stable and about one acre of Ground for Pasture From Nov 1878 to Nov 1879 $1.50 To Sand to Plaster Defendants house Nov 1878 $10.00 To Pasturing cow 1879 $3.00 Cr. by hauling Brick $2.00 credit by hawling Sand $3.00 Hawling hoz & building fence $3.00 Balance due Nov 1879 $25.00 Interest $2.25 Total $27.25/100. Wherefore for Plaintiff prays Judgement against the Defendant for the Sum of $39.75 with interest from the Filing of This Petition P. R. Kerr.

State of Ohio Union County SS:

P. R Kerr being Sworn Says the facts stated and the allegations made in the following Petition are True

P. R. Kerr.

Sworn to before me and Subscribed in my poresence this 10th day of March 1881.

W. M. Winget Clerk.

Afterward on the 27th day of April the following answer was filed with the Clerk of said Court which reads in the words and Figures following.

State of Ohio Union County SS:

Answer.

P. R Kerr. Plaintiff vs. M. D Lyon Defendant

The Said M. D. Lyon for his answer to the Petition of the Said plaintiff Says as to the first Cause of action he admits making the note in the petition Set forth but does not know whether the said plaintiff is the same thereof and he therefore denies and demands proof of the Same. Second: For answer to the said So called Cause of action the said defendant Says he denies each and every allegation and amounts said alleged Second Cause of action Contains. This By way of Cross petition this defendant Says this is due him from the plaintiff for the account a copy of which is hereto attached Marked A" and made part hereof the Sum of Twenty five Dollars and Twenty five Cents with interest from May 29 1879 Wherefore the Defendant prays a Judgment against the said plaintiff for said Sum of $25.25/100 With interest from May 29th 1879 and for all proper relief.

State of Ohio Union County SS.

M. D. Lyon Defendant bring first duly Sworn deposes and Says that the facts Stated and allegations made in his foregoing answer are true as he verily Believes

M. D. Lyon

Sworn to before me by said M. D. Lyon and By him signed in my Presence this 27th day of April 1881

W. M. Winget Clerk.

Afterward on the 27th day of Aprile 1881 The following Motion was filed with the Clerk of said County which reads in the following words To wit

State of Ohio Union County SS. To the Court of Common Pleas.

P. R. Kerr Plaintiff } No 3700

Vs. Rule

W. D. Lyon Defendant. } The defendant moves the Court to require the plaintiff to make his petition in this case more definate and certain in this That he set forth whether he is the owner of the premises not set forth in the petition or by what means he claims the Sum due on said note. 2nd That he attach a copy of this alleged account to his petition and ~~for want~~ of Such amended ~~it~~ said petition be stricken from the files

Afterward on the 30th day of April A.D. 1881 The following Entry was made by the Clerk of Said Court on the Journal. Which reads as follows To wit:

Entry

P. R. Kerr } No 3700

Vs.

W. D. Lyon. } This day this Cause came on to be heard upon the Motion of defendant to plaintiff petition to make the Same more Specific and certain the Same being argued to the Court and the Court being fully advised in the Premises do Sustain Said Motion and leave was granted Plaintiff to amend his Petition instanter P. R. Kerr

Feb 11 1879

May 1879

Afterward on the 30th day of April A.D. 1881. The following Amended Petition was filed with the Clerk of said Court which reads as follows Viz:

Amended Petition

P. R. Kerr } Court of Common Pleas.

Vs. } Union County Ohio.

W. D. Lyon. } Plaintiff Says by way of Amended Petition that there is due him from the Defendant W. D. Lyon on a promisary note of which the following is a true copy. Richwood O Feb 1877. On or before the 1st day of April 1877 I promised to pay V. C. Welch or Bearer the Sum of $16.00 With 8 per Ct. interest from date W. D. Lyon. The Sum of $12.00 Plaintiff Says the Said note was duly assigned and transferred to him by Said Welch for a valuable consideration and that he the Plaintiff is now the owner & Legal holder thereof. For Cause of action Plaintiff Says there is due him from the Defendant on the following Acct. the Sum of $ 27.25 To Wit: W. D. Lyon in Acct. with P. R. Kerr Dr. To use and occupation of one Small Stable and about one acre of Ground for Pasture from Nov 1878 To Nov 1879. $18.00. To Sand to Plaster Defts house Nov 1878 $1.00 To Pasturing Cow for Deft. in Summer of 1879 $ 5.00 Cr By hauling Brick 2.00 Credit by hauling Sand $3.00. Hauling log & building fence 3.00 Balance due Nov 1st 1879 $2.00 Interest $2.25. Total $27.25 Wherefore Plaintiff Prays Judgement against the Defendant W. D. Lyon for $39.25 with interest from the commencement of this order.

P. R. Kerr.

State of Ohio Union Co SS:

P. R. Kerr being Sworn says the facts Stated and allegations made in the foregoing Petition are true

P. R. Kerr.

Sworn to before me and Subscribed in my presence This 30th day of Aprile 1881.

W. M. Wenger Clerk

Afterward on the 13th day of September A.D. 1881 The following answers was filed with the Clerk of Said Court Which reads as follows To wit:

answer

P. R. Kerr
Vs.
W. D. Lyon.

Reply:

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Amended Answer

answer

P. R. Kerr
vs
W. D. Lyon.

Copy of account "A"
From 1878 to date.

account with Dr to 5 Bushels oats		175
" " 6 " Plastering Mud		
" " 1 paint Brush	240	
" " Work on Trunches	55 100	
" " " " House with George Alexander		100
" " Hawling load Hay from Kyle		
" " " " " "		150
" " " Furniture to Town		150
To Hauling loade Hay from Abbeys Stable		50
Hauling lumber from plaining Mill		50
Feb 1 1879 Hawling Sand and grane		300
" Brick Day		300
" lode Brick		50
" " Sand		50
" " "		50
May 1879 Plowing Harrowing making lot		100
Hauling Sawdust		25
" load Hay from Emery		100
" " Fodder		25
To Calf Pasture in lot		200
4 Bushels Corne		1 40
3 Shocks Fodder		45
		25 25

Reply:

Afterward on the 8th day of December 1881. The following Reply was filed with the Clerk of said Court which reads as follows Viz:

P. R. Kerr
vs
W. D. Lyon

Court of Common Pleas.
Union County O.

Reply of Plaintiff. The Plaintiff says that he denies each and every allegation in the Defendents answer which he alleges by way of cross petition on acct thereto attached Marked "A". P. R. Kerr Plaintiff

State of Ohio Union Co ss:
P. R. Kerr being Sworn says the allegations in the above reply are true as he verily believes
P. R. Kerr.
Sworn to before me and Subscribed in my presance this 8th day of Decr 1881
W. M. Winget Clerk

Afterward on the 4th day of May A. D. 1882. The following Amended Answer Was filed with the Clerk of Said Court which reads as follows:

In the Court of Common Pleas Union County Ohio.

Amended answer

P. R. Kerr Plaintiff
vs.
W. D. Lyon Defendant.

The Said W. D. Lyon for his Answer to the petition of Plaintiff Says, as to the first Cause of action he admits making the note in the petition set forth but does not know whether the said plaintiff is the owner thereof and he therefore denies the same and demands proof of the same for answer to the said So Called Second Cause of action the Said defendant says he denies each

and every allegation and averment in said alleged second cause of action contained
3rd By way of cross petition this defendant says this is due him from the plaintiff
upon the account a copy of which is hereto attached marked A" and made a
part of this answer the sum of Thirty Five 40/100 dollars with interest from may 29th
1879 Wherefor the defendant prays a judgement against the said plaintiff for
said Sum of Thirty Five 40/100 dollars with interest from May 29th 1879 and for all
proper relief.

State of Ohio Union County SS.

M.D. Lyons defendant being first duly sworn depose and says that the facts stated
and allegations made in his foregoing answer are true as he verily believes.

M.D. Lyons.

Sworn to before me by said M.D. Lyon and signed by him in my presence This
11th day of April 1882. D.C. Burgner Clerk.

P.R. Kerr. "A"

In ac with M.D. Lyons.

Sept 1st 1877	To	5 Bushels oats @ 35c	1 75
1878	"	Mixed mortar "	2 40
"	"	1 Paint Brush	85
1878	"	Work on Horse	1 50
	"	Hauling one load hay	1 50
	"	" " " " (from Harris)	1 50
	"	" " " (" Akins)	50
	"	" lumber from Mill	50
	"	" Shavings & hauling	50
1879	"	" Sand & Gravel	3 00
	"	" Brick one day	3 00
	"	" one load Brick	50
	"	" " " Sand	50
	"	" " " "	50
	"	Plowing Harrowing & Marking lot	1 00
	"	Hauling Saw dust	50
	"	" load hay (Lenox)	1 00
	"	" Corn Fodder	25
	"	Calf Pasture	2 00
	"	14 Bushels Corn	1 40
	"	3 Shocks of Corn fodder	75
	"	Rails lumber for fence	25 40
			10 00
		Amount due me	35 40

M.D. Lyon.

Motion for New Trial

Afterward on the 6th day of May A.D. 1882. The following motion was filed with the Clerk of Said Court which reads as follows Viz:

Court Common Pleas Union County.

P.R. Kerr. Plff.
vs.
M.D. Lyon Deft. } Now Comes the plaintiff and moves the Court to Set aside the Verdict of the Jury in this case and grant a new trial for the reasons following To Wit:

1st That the Verdict of the Jury is not sustained by Sufficient Evidence and is against the weight of the evigence and contrary to law. That Since the trial the plaintiff he has discovered new evidence material to his case

which he
at this trial
Afterward
Clerk of
P.R. Kerr
vs.
M.D. Lyon.
Damages
Lyons rec
Costs herein

which he could not with reasonable diligence have discovered and produced at this trial

Afterward on the 31st day of May A.D. 1882. The Following was Filed with the Clerk of Said Court and Reads as Follows To Wit:

P.K. Kerr. vs. M.D. Lyon. } No 37.00

The Jury in this case having on a former day of this term rendered a Verdict for the Plff & assessed his Damages at $21.00/100 It is Therefore Considered by the Court that the said M.D. Lyons recover of the said P.K. Kerr the said Sum of $21.00 to gether with his Costs herein taxed to $.

Attest: J. D. Burgner, Clerk.

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Transcript.

Costs $4.50

Pleas before his honor John C. Price Judge of a Court of Common Pleas Begun and Held as the court house in the Town of Marysville within and for the County of Union State of Ohio and the Tenth Judicial district on the 1st day of May A.D. 1882.

Heretofore on the 6th day of April A.D. 1880 The Following Transcript was filed with the Clerk of Said County Which reads in the words and figures following

State of Ohio Union County S.S.

Ann. E. Karns } Before James Robinson Justice of the Peace.
vs. } No 83 March 9th A.D. 1880.
Hesikiah Warner. }

The Plaintiff filed her bill of Particulars which is in substance as follows Plaintiff Says that her cans of action is this (To wit) That on or about the 31st day January 1880 this defendant by way of trade Sold to her as certain Watch which he the said defendant represented to be a Silver Case watch and worth in money $40.00 and also an order calling for $6.00 worth of dry goods on one Benjamin Evans for a certain horse which this Plaintiff then had and held as her Seprate and individual property and that by reason of the fraudulent misrepresentations of this defendant as to the quality and Value of the said Watch so bargained and Sold to her she has been damaged to the amount of $39.50/100 and therefore Plaintiff prays Judgement against this defendent for the aforesaid Sum of $38.50/100 and costs of Suit.

Signed Ann. E. Karns

By her counsel H. M. Boss. March 9th 1880 Issued Summons of the that date Returnable March 13th 1880 at 9 o'clock A.M. and delivered to John Riley Constable March 9th 1880 Issued Supenias for Plaintiffs witnesses (To wit) W.m Green Calvin Eversol. George Karnes. Jacob Myers. J. D. Comrie and delivered to John Riley Constable. March 11th 1880 I Subpoena for Defendent witnesses (to wit) Benjamin Evans I delivered to the Defendents. March 12th 1880 Summon returned I received this writ March 9th 1880 and served the same on the within named Hesikiah Warner on the same day by leaving a copy at his place of residence Signed John Riley Constable March 12th 1880 Subpoena returned I received this writ March 9th 1880 and Served the Same on the within named W.m Green Calvin Eversol. George Karnes. Jacob Myers & J. D. Comrie on March 10th 1880 Signed John Riley Constable:

March 13th 1880 9 o'Clock A.M. Parties appeared B. W. Evans filed his affidavit (To wit) B. W. Evans being Sworn Says. That the defendent H. E. Warner in the trade and exchange of property between him and the said plaintiff was the subject matter of this action was acting Strictly as his agents and that the defendant H. E. Warner was not the owner of any part of the property connected with the Sale or exchange refered to in plaintiffs bill of particular now had any interest then in either directly or indirectly Affiant further Says that if any damages has accrued to the plaintiff by reason of the exchange of property refered to by her in her bill of particulars he is responsible as the principal in the transaction and the Sole owner of the property and not the defendant H. E. Warner.

Signed B. W. Evans.

H. E. Warner filed his affidavit (To wit) H. E. Warner being Sworn Says: That in the transaction between him and the plaintiff in this action for which this Suit is brought he was acting as the agents of B. W. Evans and that he had no interest now benefit either directly or indirectly in the property which is the subject matter of this action

Signed H. E. Warner.

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Motion, now comes the defendant and moves the Court to dismiss this action for the reason that the defendant H. C. Warner in the Transaction with the plaintiff which is the subject matter of this action was the agent of B. W. Evans and as agent cannot be held responsible Signed H. C. Warner.
Motion overruled by the Court. Defendant demanded a Jury trial granted and Selected. Issued Summons for Jury (To wit) R. Hill. John Gray. George Comnse E. S. Churchman Jerry Barcaw. M. B. Smith. To be and appear on the 16th day of March at 9 o'clock A.M. 1880 & delivered to John Riley Constable.
March 13th 1880 Issued Subpoena for defendants Witnesses (to wit,) T. B. W. Evans. Thomas Fulton. Jesse Welden. William Wagner. Wm Carrier. Blanch Warner. Returnable March 16th 1880 at 9 o'clock A. M. and delivered to defendant. The above Case adjourned by request of the defendant until March 16th 1880. 9 o'clock A.M.
March 15th 1880 Issued Subpoena for plaintiff Witness (to wit) Gus. Depp and delivered to Wm. Green for plaintiff Constable returned Summons for Jury. March 13th 1880 Served personally on R. Hill. John Gray. G. Comnse E. Churchman J. Barcaw. M. B. Smith Signed John Riley Constable
I received this writ March 13th 1880 and Served the Same on the within named Gus Depp on the Same day. Signed Wm Green for Plaintiff.
I. Received this writ March 13th 1880 and Served the same on the same day on the within named person Signed H. Warner Defendant.
March 16th 1880 9 o'clock A.M. the time set for trial the parties appeared the following Jury appeared, Rowland Hill John H. Gray, Jeremiah Barcaw E. S. Churchman. George Comnse M. B. Smith who were duly Empanneld and Sworn Defendant filed his answer (To wit). Now comes Defendant and for answer to plaintiff Bill Said a certain watch and Six Dollars in Store goods for an old horse but denies That he represented Said watch to be a Silver Case watch an worth forty dollars as and also denies that by reason of any false or misrepresentations of this the plaintiff has sustained any damage whatever and asks that he may be permited to go hence without cost. Signed H. C. Warner Defendant By his Atty. Trial had William Green Ann E. Karns Colvin Essex George Karnes. Jacob Myers J. D Comnse Gus Depp were Sworne and examined for plaintiff & Hesakiah Warner. B. W. Evans. Thomas Fulton. Jesse Walden Wm Wagner. Wm Carrier were Sworn for Defendant. and Examined

Verdict of the Jury

We the Jury do find the complaint of the Plaintiff as set forth in her bill of Particulars at $35 30/100 Signed Rowland Hill Foreman.

Thereupon and on said 6th day of March A.D. 1880. it is Considered by the That the Plaintiff A. E. Karns recover of the Defendant Hesekiah Warner the Sum of Thirty five Dollars & fifty Cents $35 50/100 as Principal Together with Costs $29 40/100 Total $64 90/100 as in the margin

James Robinson J.P.

March 17th A.D. 1880 Issued Execution on the above Judgement and delivered to John Riley Constable.

Transcript Road

Ann E. Karns. }
vs. }
Hesakiah Warner. }

Whereas on the 16th day of March A.D. 1880 the said Ann E. Karns attained a Judgment against Hesakiah Warner on the Docket of the said James Robinson J.P. for Thirty five Dollars & fifty Cents $35 50/100 and Costs taxed at 29 Dollars & 40 cents and the said Hesakiah Warner intends to appeal

Therefrom to the Court of Common pleas of Union County Now Therefore I Benyamin B. Ervins of Jerome Township Union County do hereby pursuant to the Statute in such case made and provided passmin and Undertake that that the said appellant if Judgement be adjudged against him on the appeals will Satisfy Such Judgement and Costs Not Exceeding $30.00 Dollars. and I do also Undertake in said last mentioned sum that the said appellant will prosecute his appeal to effect and without Unnecessary delay

Signed B. B. Ervins

Executed and acknowledged before me and Surety approved this 24 day of March A.D. 1880.

James Robinson J.P.

The State of Ohio Union County Jerome Township S.S.

I do hereby Certify that the above is a True Copy from my Docket of the Proceedings had by and before me at my office in said Township in the above action

James Robinson J.P.

of the aforesaid Township.

Entry: Afterward on the 6th day of May A.D. 1880 The Following Entry was made on the Journal of said Court By the Clerk Which Reads as Follows.

Ann Karnes } No 3618.
vs. }
Hezekiah Karnes. } This day this Cause came on to be heard and leave was asked and obtained by the defendant to file petition in the above case by August 1st 1880 and this Cause Continued.

Heretofore on the 20th day of July A.D. 1880 The following Petition was filed with the Clerk of said Court Which reads in the words and figures following:

Petition: Ann E. Karnes. Plaintiff. } Court of Common Pleas
vs. } Union County Ohio.
Hezekia Karnes. Deft. }

The plaintiff now comes by leave of the Court first had and obtained and for petition Says that This Cause comes into this Court from from the docket of James Robinson J.P. of Jerome Township of said County of Union. That on or about the 31st day of January A.D. 1880 the said defendant traded and bargained to this plaintiff a certain Watch and an order on one Benyamin Ervins for Dry Goods to the amount of $6.00 and received in Exchange therefor from This plaintiff one Horse. That at the said time of the said Exchange of the article aforesaid the defendant in the above case represented to this plaintiff that the watch so given in Exchange as aforesaid was a Solid Silver case watch of great value to wit: of $40.00 that the Same was an Excellent time piece and contained works of Superior quality and that the case works and workmanship of the same were of the value aforesaid. The plaintiff Says she was ignorant of the merits and Unable to Judge of the Value or kind or quality of Such an article and So Stated to the defendant: That to all appearance the said watch was of solid Silver case with the kind of works therein as aforesaid and was a good time keeper. The plaintiff farther Says that relying on the representations of the defendant as aforesaid relative to said Watch she delivered to said one Horse as a Consideration for said Watch and an order for $6.00 in Dry Goods. That the representations of the said defendant aforesaid and in reference to the kind and quality of the watch aforesaid were not true; and in truth and fact were false and fraudulent on the part of the defendant and were So made by him at the time of Make— the same for the purpose and with the intention of cheating and defrauding this Plaintiff

Answer: And the Defendant for answer to the petition of the plaintiff herein Says that he admits that he traded a watch to the plaintiff and received in exchange therefor an order for Dry Goods for the sum of $6.00 but denies that the watch was of the value of $40.00 as stated in the petition of the plaintiff but avers that the watch was of the value of $6.00 and no more and denies that the plaintiff has been damaged in the sum of $40.00 as stated in the petition of the plaintiff but avers that the plaintiff has been damaged in the sum of $6.00 and no more.

Afterward on the 6th day of May A.D. 1880 The following Entry was made on the Journal of said Court By the Clerk Which Reads as Follows.

Ann Karnes } No 3618.
vs. }
Hezekiah Karnes. } This day this Cause came on to be heard and leave was asked and obtained by the defendant to file petition in the above case by August 1st 1880 and this Cause Continued.

Afterward on the 20th day of July A.D. 1880 The following Petition was filed with the Clerk of said Court Which reads in the words and figures following:

Ann E. Karnes. Plaintiff. } Court of Common Pleas
vs. } Union County Ohio.
Hezekia Karnes. Deft. }

The plaintiff now comes by leave of the Court first had and obtained and for petition Says that This Cause comes into this Court from from the docket of James Robinson J.P. of Jerome Township of said County of Union. That on or about the 31st day of January A.D. 1880 the said defendant traded and bargained to this plaintiff a certain Watch and an order on one Benyamin Ervins for Dry Goods to the amount of $6.00 and received in Exchange therefor from This plaintiff one Horse. That at the said time of the said Exchange of the article aforesaid the defendant in the above case represented to this plaintiff that the watch so given in Exchange as aforesaid was a Solid Silver case watch of great value to wit: of $40.00 that the Same was an Excellent time piece and contained works of Superior quality and that the case works and workmanship of the same were of the value aforesaid. The plaintiff Says she was ignorant of the merits and Unable to Judge of the Value or kind or quality of Such an article and So Stated to the defendant: That to all appearance the said watch was of solid Silver case with the kind of works therein as aforesaid and was a good time keeper. The plaintiff farther Says that relying on the representations of the defendant as aforesaid relative to said Watch she delivered to said one Horse as a Consideration for said Watch and an order for $6.00 in Dry Goods. That the representations of the said defendant aforesaid and in reference to the kind and quality of the watch aforesaid were not true; and in truth and fact were false and fraudulent on the part of the defendant and were So made by him at the time of Make— the same for the purpose and with the intention of cheating and defrauding this Plaintiff

Afterward on the 6th day of May A.D. 1880 The following Entry was made on the Journal of said Court By the Clerk Which Reads as Follows.

Ann Karnes } No 3618.
vs. }
Hezekiah Karnes. } This day this Cause came on to be heard and leave was asked and obtained by the defendant to file petition in the above case by August 1st 1880 and this Cause Continued.

Afterward on the 20th day of July A.D. 1880 The following Petition was filed with the Clerk of said Court Which reads in the words and figures following:

Ann E. Karnes. Plaintiff. } Court of Common Pleas
vs. } Union County Ohio.
Hezekia Karnes. Deft. }

The plaintiff now comes by leave of the Court first had and obtained and for petition Says that This Cause comes into this Court from from the docket of James Robinson J.P. of Jerome Township of said County of Union. That on or about the 31st day of January A.D. 1880 the said defendant traded and bargained to this plaintiff a certain Watch and an order on one Benyamin Ervins for Dry Goods to the amount of $6.00 and received in Exchange therefor from This plaintiff one Horse. That at the said time of the said Exchange of the article aforesaid the defendant in the above case represented to this plaintiff that the watch so given in Exchange as aforesaid was a Solid Silver case watch of great value to wit: of $40.00 that the Same was an Excellent time piece and contained works of Superior quality and that the case works and workmanship of the same were of the value aforesaid. The plaintiff Says she was ignorant of the merits and Unable to Judge of the Value or kind or quality of Such an article and So Stated to the defendant: That to all appearance the said watch was of solid Silver case with the kind of works therein as aforesaid and was a good time keeper. The plaintiff farther Says that relying on the representations of the defendant as aforesaid relative to said Watch she delivered to said one Horse as a Consideration for said Watch and an order for $6.00 in Dry Goods. That the representations of the said defendant aforesaid and in reference to the kind and quality of the watch aforesaid were not true; and in truth and fact were false and fraudulent on the part of the defendant and were So made by him at the time of Make— the same for the purpose and with the intention of cheating and defrauding this Plaintiff

Amended answer: Afterward on the 6th day of May A.D. 1880 The following Entry was made on the Journal of said Court By the Clerk Which Reads as Follows.

Ann Karnes } No 3618.
vs. }
Hezekiah Karnes. } This day this Cause came on to be heard and leave was asked and obtained by the defendant to file petition in the above case by August 1st 1880 and this Cause Continued.

Afterward on the 20th day of July A.D. 1880 The following Petition was filed with the Clerk of said Court Which reads in the words and figures following:

Ann E. Karnes. Plaintiff. } Court of Common Pleas
vs. } Union County Ohio.
Hezekia Karnes. Deft. }

The plaintiff now comes by leave of the Court first had and obtained and for petition Says that This Cause comes into this Court from from the docket of James Robinson J.P. of Jerome Township of said County of Union. That on or about the 31st day of January A.D. 1880 the said defendant traded and bargained to this plaintiff a certain Watch and an order on one Benyamin Ervins for Dry Goods to the amount of $6.00 and received in Exchange therefor from This plaintiff one Horse. That at the said time of the said Exchange of the article aforesaid the defendant in the above case represented to this plaintiff that the watch so given in Exchange as aforesaid was a Solid Silver case watch of great value to wit: of $40.00 that the Same was an Excellent time piece and contained works of Superior quality and that the case works and workmanship of the same were of the value aforesaid. The plaintiff Says she was ignorant of the merits and Unable to Judge of the Value or kind or quality of Such an article and So Stated to the defendant: That to all appearance the said watch was of solid Silver case with the kind of works therein as aforesaid and was a good time keeper. The plaintiff farther Says that relying on the representations of the defendant as aforesaid relative to said Watch she delivered to said one Horse as a Consideration for said Watch and an order for $6.00 in Dry Goods. That the representations of the said defendant aforesaid and in reference to the kind and quality of the watch aforesaid were not true; and in truth and fact were false and fraudulent on the part of the defendant and were So made by him at the time of Make— the same for the purpose and with the intention of cheating and defrauding this Plaintiff

And the Plaintiff further Says that She was by reason of said false and fraudulent Representations So made as aforesaid to her by the defendant deceived and cheated That at the time of making the said false and fraudulent Representations the said defendant Knew them to be false— The Plaintiff Says that the said watch was in truth and in fact worth about the sum of Ten Dollars That by reason of the premises the plaintiff has been dammaged in the sum of Thirty five Dollars and for which Sum She asks Judgment

State of Ohio Union County SS.

Ann E. Karnes being first duly sworn Says the facts Stated and allegations made in the foregoing petition are as she believes True Ann E. Karnes.

Sworn to before me and Signed in my presence by the Said Ann E. Karnes This 17th day of July A.D. 1880.

H. C. Cook J.P.
Darby Township Madison & Ohio

Afterward on the 20th day of April A.D. 1881. The following Answer was filed with the Clerk of Said Court which reads as follows: To wit

Answer.

Ann E. Karnes Plaintiff
Vs.
Hezekiah Warner, Defendant

Court of Common Pleas
Union County. Ohio

The defendant now comes by leave of the Court and for his answer to the Petition of the Plaintiff Says. That on or about the 31st of January 1880 he Traded his watch and an Order on Benjamin Evans for Dry Goods to the amount of Six dollars in Exchange for one horse with George Karnes— The defendant denies that he ever Traded with the Plaintiff or Set forth in her petition But that the Trade was made with her husband George Karnes; The Defendant further Says that he never made any representations as to the worth of a watch or as to its being a good time piece or as to its value— or that the Case works & Workmanship was of a Superior quality Denies of making any Warrantie or representation of any Kind Whatsoever in regard to said watch and denies each and Every other Allegation set forth in plaintiff petition: Signed H. C. Warner,
Sworn to and Subscribed Before me this 20th day of April 1881.

Wm Van Buren, Justice Peace.

Afterward on The 24th day of April A.D. 1882 The Following Amended Answer was Filed with the Clerk of Said Court which Reads as Follows To wit:

amended answer

Ann E. Karnes, Plaintiff.
Vs.
Hezekiah Warner. Defendant.

Court of Common Pleas
Union County Ohio.

Now comes the defendant by his Attorney and for his Amended answer to the plaintiffs petition Says That on or about the 31st day of January 1880 he Traded a watch and gave an order for Six Dollars on Benjamin Evans for goods out of his Store for a horse with plaintiff and her husband, The Defendant denies Each and Every allegation Set forth in the plaintiffs petition as to the representations alleged being made by Said defendant as to Kind of a watch to its Value or Containing Works of a Superior quality. or its being a good time piece and denies that he made any representations to the Plaintiff of any kind Whatsoever about the watch, Says that the plaintiff took the watch upon sight relying upon her own knowledge of the Same. The defendant further Says that the plaintiff represented the horse he held for with plaintiff to be worth Thirty five Dollars.— and that said horse was not over twelve or Thirteen Years old and that it was a Sound horse when in

that said horse was Unsound - was Spavined ringboned and Curbed in both hind legs: and was over twenty years old The defendant Says that by reason of the plaintiff representations of said horse he gave a watch of the Value of fifteen dollars and Six dollars order on B. Ervins Store for dry goods When in fact said horse was of no Value Whatever and that by reason of the plaintiff fraudulently representations of said horse he was damaged in the Sum of Twenty five dollars for Which he asks Judgement and Such other relief as the Equity of the Case Demands:

The State of Ohio Union County S.S.

R. L. Woodburn being Sworn Says that he is the Attorney of the above named Hezekiah Warner duly authorized in the premises and that the said Hezekiah Warner is a non resident of Union County and that the facts Set forth and allegations Stated in the foregoing Amended Answer of the Defendant are as affiant believes True

R. L. Woodburn

Sworn to before me and Signed in my presence This 24th day of April 1883.

(L.S.) Attest J. W. Burgner Clerk.

Entry. Ann Karnes } Afterward on May 3rd 1882 The Following Entry was made on
vs } the Journal of Said Court by the Clerk Which reads as follows.
Hezekiah Warner. }

And now this Cause came on to be heard upon the Petition and Evidence. on the Assessing of damages for the Plaintiff as heretofore ordered by the Court; and Thereupon Came the following named persons as Jurors To wit: John F. Warner, Jacob Hauser, C. Y. Cory, Edward Stillings, Wm. Goff, George Evans, D. P. Shields, George Lyons, James Cosby, Eli Norvill, John Clark, Jeremiah Davenport, Who being duly impannelled and Sworn Present the following Verdict: The State of Ohio Union County S.S. May Term A.D. 1882 To Wit May 3rd 1882 Ann Karnes Vs. Hezekiah Warner. We the Jury in this Case being duly impannelled and Sworn do find and Say that we find for the Plaintiff in the Sum of $30.00

J. W. Davenport Foreman.

Afterward on the 4th day May A.D. 1882. The following Motion was filed with the Clerk of Said Court Which reads as Follows.

Motion for New Trial. Ann E. Karnes } Court of Common Pleas.
vs. } Union County. Ohio.
Hezekiah Warner. } The Defendant moves the Court to grant him a new Trial in this Cause for the Following Cause 1st The Verdict of The Jury rendered in favor of the Plaintiff was contrary to the weight of the Evidence. 2nd Said Verdict was for Plaintiff whereas by the Law & the evidence it Should have been for Defendant. 3rd The Said Verdict is excessive in the Amount of damages allowed Plaintiff 4th There are other reasons why Said Verdict Should be set aside & new Trial Granted.

R. L. Woodburn

Afterward The Following Entry Appears with the Papers in the Clerks Office of Said County Which Reads as Follows To wit:

Entry. Ann Karnes } No 3678.
vs. }
Hezekiah Warner. } This day this Cause came on to be heard upon the Motion of the Defendant for a new trial herein; and was argued by Counsel upon Consideration Whereof the Court overruled Said Motion to which decission of the Court the Defendant Excepted. It is therefore considered overruled and adjudged by the court that the plaintiff recover from the said defendant the Sum of Thirty dollars the Sum So found by the

Jury heretofore impannelled Together with the costs herein Taxed to $
and on default thereof that Execution issue therefore within Ten days
from this date. D.W. Ayres.

Attest: J. L. Burgner. Clerk.

Pleas Before his honor John D Price Judge of a Court of Common Pleas begun and held in the Court House in the Town of Marysville within and for the County of Union State of Ohio and the Tenth Judicial District on the 1st day of May 1882 Heretofore To wit: on the 23rd day of May A.D. 1881 The following Transcript was Filed with the Clerk of Said Court which reads as Follows To wit:

The State of Ohio } No 3832.
vs. } Writ in Bastardy.
Edmond Cramer. } Before H. M. Wright. J.P. of Claibourn Tp. Union Cmty Ohio

Aprile 26th 1881 The Plaintiff filed her bill of particulars as follows That She is pregnant with a Bastard Child That She is an Unmarried Woman & resident of Claibourn Tp. Union County Ohio and that Ed Cramer is the Father of Said Child Signed. Minnie Spratt.

Apr: 26th 1881. Warrant issued and delivered to W. H. Robinson. Constable:

Warrant returned Endorsed as follows. I have the body of the within named Ed Cramer now in Court: W. H. Robinson Constable.

Upon being arraigned the defendant Plead not Guilty of the charge and asked for a Continuance of the trial and Entered into a recognizance to appear before me at my office on Friday Aprile 29th 1881 at 9 o'clock A. M.

Aprile 29th 1881 9 o'clock A.M. Parties to Suit appeared and after the Examination of Plaintiff and Cross Examination I required the Defendant to enter into a recognizance to appear before the Court of Common Pleas: Which questions and answers are now on file and Marked A. H. M. Wright:

The Examination under oath of Minnie Spratt an Unmarried Woman resident of Union County taken by & before me H. M. Wright a Justice of the Peace in and for Claibourn Township Union County Ohio on the 27th day of April A.D. 1881. Upon her complaint of Yesterday against Ed Cramer Ac bring then present to answer in the premises. Questions By The Justice:

ques. Where do reside. Ans. In Claibourn Township Union Co. Ohio. ques Are you a Married or Unmarried Woman. Ans. Unmarried. ques. Are you pregnant of a bastard Child. and if So Who is the Father of said Child. Ans. Yes Sir. Ed. Cramer. ques. When did you become pregnant with said child. Ans: I think about the Middle of October. ques: How old are you. Ans: Fifteen Year old. No further questions were asked and questions and answers were reduced to writing by me and being read by me to the Complainant She subscribed the same in my presence.

Cross Examined:

ques. At what particular place were you when you become pregnant. Ans. At Home. ques: State the exact date of this occurance. Ans. I think it was the 15th of October. ques. What time of day was it: Ans. About 11 o'clock. ques: How long had Ed Cramer been visiting you prior to this time. Ans. About one years. ques. How often has he visited you since. Ans. Twice: ques: Where and under what circumstances has he visited you since the 15th of October 1881.

Ans. Once he was there to take me to a party and once to spend the evening I cannot give the dates. Ques. did you have Sexual intercourse with him at any of these times he visited you after the 15th of October 1880. Ans. He did. Ques. Did you Sustain Sexual intercourse with Cramer any time prior to the 15th of October 1880. Ans. Yes Sir. ques How often When and Where. Ans. First in May on the 5th and last Sept 18. Place at home. ques. Did you Kept company with or received visits from any other gentlemen during this time. Ans. Yes Sir Just Calls.

ques. State who called upon you, when and under what circumstances. Ans. State Scoth called upon me in August and the first of September. ques. Have you gone to parties or dances during the Summer or fall of 1880 with any Gentlemen. Ans. No Sir, not that I remember. ques. were you not at a dance at Stephan Charles during last fall or Summer. Ans. Yes, Sir. I was. ques About what time was this dance. Ans. The 27th of June. ques. Who took you there. Ans. Alaska Leighton. ques. How ~~long~~ often has Alaska Leighton gone with you. Ans. Thrice. ques. State when. Ans. It was in July on Sunday he took me to Green Bend. ques. What other boys or young men have you gone buggy riding with within the last year. Ans. I cannot answer that question. ques. Can't you tell something about it. Ans. No sir I can't. ques. Did you go buggy riding with any one during the fall of 1880. Ans. I cannot tell. ques. How do you know the boy from whom you became Pregnant. Ans. Because he was the only fellow I ever had any thing of the kind to do with. ques. Did you not have something of that kind to do with one Frank Keler. Ans. No Sir. ques. How long were you at the dance at Charles and what time of night did you come home from there. Ans. I cannot answer that question. ques. Was State Scoth the only other one who called upon you during the time you received visits from Cramer. ques. Don't you remember that you frequently received calls from Gentlemen during that time. Ans. No not that I remember.

Signed Minnie Spratt.

I do certify that the above is a true Transcript of the questions and answers as taken down by me in the case of Spratt Vs. Cramer on the 29th day of April 1881.

A. M. Wright. Justice of the Peace.

Verdict.

I do hereby certify that the foregoing is a true Transcript of the Proceedings had by & before me in the above case.

A. M. Wright Justice of the Peace.

Afterward on the 2nd day of February A.D. 1882. The following Entry was made by by the Clerk on the Journal of Said Courts which reads as Follows.

Entry

State of Ohio } No 3832.
vs.
Edward Cramer }

This day came the parties by their Attorneys and thereupon this cause came on and to be upon the motion of the Defendant to continue the cause for reasons in said Motion stated. On Consideration whereof the Court are condition that said Defendant secure the cost of this Suit Sustained said Motion. Whereupon came the defendant and entered to secure the cost of this time and Continued as upon his Showing It is therefore considered ordered and adjudged by the Court that the plaintiff recover of the defendant the cost of this term of court taxed to $ which judgement for Costs is to be secured by said Defendant.

Afterward on the 2nd day of May A.D. 1882. The following Motion was filed with the Clerk of said County which reads as Follows. to wit.

Motion

The State of Ohio } The State of Ohio Union County
vs. } Court of Common Pleas.
Edward Cramer. } and now comes the defendant and moves the Court to

To quash the proceedings herein for the following reasons To wit: 1st That no Complaint in writing under oath was filed with the justic before whom this action was commenced praying the defendant with being the father of Complainants bastard child as the Statute in Such cases directs. 2nd That this Court has no jurisdiction in this action and over this defendant there having been no complaint in writing under oath filed with the justic before whom this action was Commenced as the foundation of this proceeding. 3rd That no Complaint in writing under oath or at all has been filed with the Transcript filed herein. 4th That no Transcript was filed in the Court of Common Pleas within 30 days as required by law.

Afterward on the 8th day of May The following was Filed with the Clerk of Said Court which reads as Follows: Viz:

The State of Ohio vs. Edward Cramer } On The 2nd day of May came the parties and thereupon this Cause came on to be heard upon the Motion of the defendant to quash the Proceedings herein for the reasons therein Stated. on motion of plaintiff and it being made to appear that the Justic before whom this action was commenced was present in Court leave was given to plaintiff to have said Justic attach his Certificate to Said Transcript and to file the affidavit and original Examination of the Complainant had before Said Justic to which Defendant Excepted and Therefore Said Court did also overrool Said motion of Defendant to quash to which roolings of the court the defendant also Excepted.

Afterward on the 9th day of May A.D. 1882. The Following was Filed with the Clerk of Said Court which reads as Follows:

The State of Ohio vs. Edward Cramer. } No 3832, This day came the parties and the Said Defendant Ed Cramer bring Present in Court For his Plead Says he is not Guilty.

Verdict.

The State of Ohio } May Term A.D. 1882.
Union County SS. } To Wit: May 9th 1882.

The State of Ohio vs. } Edward Cramer Defendant,

We the Jury in this Case. being duly impannled and Sworn. do find and Say that We find The defendant Edward Cramer Guilty

Isaac Boodrick Foreman.

Afterward on The 9th day of May A.D. 1882. The Following Entry was Filed with the Clerk of Said Court which reads as Follows. To wit:

State of Ohio vs. Ed. Cramer. } This day came the parties by their Attorneys and thereupon came a Jury To Wit: C. L. Cory. William Harris R. B. Thompson. Isaac Boodrick. J. L. Beard. Adam Ricky. John F. Gremer. John Liggett. George Lyon J. M. Dautzroth. George Weaver Jacob Hauder. Who to Speak the truth upon the issues joined between the Parties do upon their oaths viz. They find the defendant Guilty It is therefore adjudged by the Court that the defendant Ed Cramer is the reputed Father of the Said Child and that he Stand Charged with the maintainence thereof in the Sum of Six Hundred Dollars and that he pay Said Sum Two Hundred dollars within fifteen days from this date Two Hundred

Dollars within one year from this date and Two Hundred dollars within Eighteen Months from this date Said Sums due in fifteen days and bear interest from the time it is due and Said other sums to bear interest from this date at Six per cents it is further adjudged that he pay the Cost of this prosecution Taxed to $ For all of which Execution is awarded. It is further ordered that the said defendant give Security to the acceptance of this Court for the performance of this order and in default of Such payment or Security that he be Committed to the Gale of the County there to remain until he Shall comply With the requirements of the Court or be discharged by due course of law.

Attest: J. L. Dunlap Clerk.

Summons

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Be it Remembered That Heretofore To Wit: On the 5th day of May A.D. 1881 The following Petition was filed with the Clerk of Said Court which reads in the words and figures following Viz:

Petition

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

C. Hultman & Co Plaintiff

vs.

George W South Defendant.

The Said C Hultman & Co Says that it is a Corporation duly incorporated under the laws of ohio The said plaintiff further Says that it is the owner and entitled to the immediate possession of the following personal Property To wit: Two gray horses aged about 8 & 9 Years old One Two horse Wagon and One White spotted and one with Collar and white and red specks Said property is wrongfully and unjustly detained from the plaintiff by said Defendant. Said Defendant has So wrongfully and unjustly detained said property for the Space of five days to the damage of the Plaintiff in the sum of ten Dollars. Wherefore Plaintiff prays a judgment against Said defendant that he may deliver Said property to the plaintiff and for Ten dollars his Damages Sustained by reason of Said Detention and for all proper relief.

Return.

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Order of Delivery

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State of Ohio Union County } S. S.:

J. L. Cameron being first duly Sworn Says that I am one of the Attorneys for the Said Plaintiff duly authorized that the Said Plaintiff is a Corporation and absent from the County of Union and that the facts Stated and allegations made in the foregoing Petition are true as I verily believe.

J. L. Cameron.

Sworn to before me by Said J. L. Cameron and by him Signed in my presence This 5th day of May 1882.

D. H. Winget Clerk.

C. Hultman & Co Plaintiff

vs.

George W. South Defendant.

To the Court of Common Pleas.
State of Ohio Union County ss:

J. L. Cameron being first duly Sworn deposes and Says that I am one of the attorneys for the Said C. Hultman & Co duly authorized that Said C. Hultman & Co are the owners of the following Specific personal property To wit: Two Gray horses about 8 & 9 years old one Two horse waggon Two Cows one white Spotted the other with Collor with white and red Spotts that Said property is wrongfully detained from the

Plaintiff by said George W. South that it was not taken or process issued against the plaintiff nor for a tax and further saith not.

J. L. Cameron

Sworn to before me by said J. L. Cameron and by him Signed in my presence this 5th day of May 1881.

W. M. Winget Clerk.

Afterward on the 16th day of May 1881 Summons was issued to the Sheriff of Union County 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 George W. South that he has been Sued by C. Hultman & Co in the Court of Common Pleas of Union County and that unless he answer by the 4th day of June A.D. 1881 the petition of the Said C. Hultman & 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 16th day of May A.D. 1881.

Witness my hand and the Seal of Said Court this 5th day of May A.D. 1881.

W. M. Winget Clerk.

Return.

The State of Ohio
Union County SS.

Received this writ May 5th A.D. 1881 at 10 o'clock A.M. and Pursuant to its Command I Served the Same by leaving a certified Copy thereof with the endorsements thereon at the usual place of Residence of the within named defendant George W. South on the 5th day of May 1881.

John Hohnsack Sheriff.

Afterward on the 16th day of May A.D. 1881. The Following Order of Delivery of Property was Filed with the Clerk of Said Court which reads in the words and figures following

The State of Ohio
Union County S.S.

Court of Common Pleas.

C. Hultman & Co } Plaintiff
vs.
George W. South } Defendant.

Order of Delivery

To the Sheriff of Union County Greeting:

Whereas C. Hultman & Co has Commenced in this Court of Common Pleas for the said County of Union against George W. South a Civil action for the recovery of the following Specific Personal Property To wit;

Two Gray Horses aged about 6 or 7 Years One Two horse Wagon. Two Cows red White Spotted and one with Yellow and White and Red Specks and has filed his affidavit in the Clerks Office of Said Court in order to obtained an order for the immediate delivery of the goods and Chattels. This Therefore is to Command you as Such Sheriff to take the said goods and Chattles above described and delivered the Same to the Said C. Hultman & Co Plaintiff in said action and of this order and your Proceedings thereon make due return on the 4th day of June A.D. 1881. Witness my hand and the Seal of Said Court at Marysville this 5th day of May A.D. 1881.

W. M. Winget, Clerk.

We the Undersigned two disinterested persons of Union County having been duly Summoned and Sworn by John Hohnsack Sheriff of said County and State of this by Deputy Sheriff of Said County to assess the Value of Certain goods and Chattle hereinafter Set fourth

Being the same Seized by the said John Hobensack Sheriff by virtue of an order of Delivery issued from the Court of Common Pleas of this County at the Suit of C Aultman & Co Plaintiff against Georg W. South Defendant dated the fifth day of May A.D. 1881 We do Upon a actual view appraise the same as follows Viz. Two Gray horses about 8 or 9 years old Value at $ and One horse Wagon Two Cows. one White Spotted one one with Collar and White and red Specks $ 43,00. Total $

A. Brobeck Appraisers,
J. W. Evans

This 5th day of May A.D. 1881.

The State of Ohio
Union County SS.

Court of Common Pleas.

C. Aultman & Co. } Plaintiff.
vs.
Georg W. South } Defendant.

Undertaking

Whereas C Aultman & Co. has caused an order for Delivery of the following goods and Chattles To wit: and one with Collar and White and red Specks 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 C. Aultman & Co is Plaintiff and Georg W. South is Defendant and Whereas the said order was delivered to John Hobensack Sheriff of said County and the said Sheriff has Taken said goods and chattels and the same have been valued by two responsible persons Under oath at the sum of Forty Three Dollars.

Now Therefore We and Undertake to the said Georg W. South Defendant in said action in the Penal sum of Eighty Six dollars That the said C Aultman & Co. Shall duly prosecute his action aforesaid and pay all Cost and damages which may be awarded against him C Aultman & Co. by J. B Burton

C. D. Cameron

Signed in my presence and approved by me this 7th day of May A.D. 1881.

John Hobensack Sheriff.

Return

According to the Command of the within Order I have Taken the within named goods and Chattels and have caused the same to be Valued by the oaths of A. Brobeck and J. W. Evans. Two responsible men of said County Who's Valuation in writing is herewith returned; and I have delivered the said goods and Chattels to the said Plaintiff and have taken the Undertaking of J. D. Cameron & C. Aultman & Co. Sureties of said Plaintiff in the sum of $ 86.00 Which Undertaking is also herewith returned. Given under my hand this 16th day of May A.D. 1881.

John Hobensack Sheriff.

Afterward The Following Answer was Filed with The Clerk of said Court Which reads as Follows. Viz:

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

C. Aultman & Co.
vs.
Georg W. South.

Answer.

And now comes the Defendant Georg W South and for answer herein denies each and every allegation in Plaintiffs petition contained.

The State of Ohio Union County ss. Georg W South the Defendant Being first duly Sworn says the facts stated and allegations in his foregoing answer are true as he verily believes

G. W. South

Sworn to before me and subscribed in my presence this 10th day of September A.D. 1881.

Andrew J. Mowry Notary Public Union Co Ohio

Afterward
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C Aultman
vs.
Georg W.
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Afterward on the May 1882, The following was placed on the Journal of said Court which reads as Follows To wit

C Stultman and Co.
vs. No 3825.
George W. South

This day came the parties by their attorneys and waive the Calling and empannseling a Jury and by Consent submitet this Case to the Court upon the pleadings and Evidence, on Consideration whereof the Court finds for the plaintiff and assess the amount of Damages due plaintiff by reason of the detention of said plaintiff at one cent. It is therefore considerd and adjudgrd by the Court that the plaintiff recover of the defendant the Sum of one cent his Damages so found due together with his Cost herein expended Taxed to ft

Attest: J. D. Burgess. Clerk.

Pleas before his honor John A. 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 & State of Ohio on the First day of May A.D. 1882.

Heretofore to wit on the 7th day of September A.D. 1882 a petition was filed with the Clerk of said Court which reads as follows. viz

C. F. Haines
against
Leroy S. Dennison and S. B. Smith

The State of Ohio Union County ss.
In the Court of Common Pleas.
Petition for Money. Sale of Mortgaged Lands & Relief

No 3888

Petition

C. F. Haines Plaintiff for his first cause of action. says. That on the 28th day of Feb A.D. 1880 the said defendant. Made and delivered to S. B. Smith or bearer his certain One Note, a true copy of Which, with all credits and endorsements thereon is in words and figures following to-wit; $46.25 On or before the 28th day of Feb 1881. I promise to pay S. B. Smith or bearer the Sum of Forty Six 25/100 Dollars for value received with interest from date. Feb 28th 1880.

(Signed) Leroy S. Dennison

second Note- $46.25. On or before the 28th day of Feb 1882. I promise to pay S. B. Smith or bearer the Sum of Forty Six 25/100 Dollars for value received with interest from date.

There are two other notes of like amount Secured by the same Mortgage and due in the year 1883 & 1884.

The plaintiff says he is now the legal owner and holder of said Notes. That he paid a valuable consideration for the same and is entitled to the Money due thereon.

The first said promissory Note is due, and no payments have been made thereon,

There is now due the Plaintiff on said First-Promissory Note, from said Defendant Leroy S. Dennison The Sum Forty Six & 25/100 Dollars ($46.25) with interest on $46.25 thereof, at the rate of 6 per centum per annum, payable annally, from the 28th day of February A.D. 1880. For which amount the plaintiff asks judgment.

Said Mortgage was given to Secure the payment of four promissory notes of 46.25 Each dated Feb 28th 1880. the first two being the notes already described and the last two falling due Feb 28th 1883 and Feb 28th 1884 all drawing interest from date and Wholy unpaid.

For second cause of action Plaintiff says: That in order to Secure the payment of said promissory notes set forth in his first cause of action, and the interest thereon the said defendant Leroy S. Dennison. Executed, acknowledged and delivered to said S. B. Smith his Mortgage deed, on said 28th day of February A.D. 1880 and thereby conveyed to said S. B. Smith his heirs and assigns forever. the following described Premises, Lands & tenements. To-wit:

Situate in the town of Summerville County of Union and State of Ohio. Bounded and described as follows. Lots Nos Nineteen (19) & Twenty (20) on the corner of Main and Cross Streets. and more fully described on the plat of said Town of Summerville.

On the 24th day of August A.D. 1880 at 11 o'clock A.M. of said day said Mortgage deed was left for Record with in the Office of the Recorder of said county, and

and the same was duly recorded by him in Volume 15 pages 533 & 534 of Records of Mortgage Deeds on the 27th day of Aug A D 1880.

Said Mortgage Deed had a certain condition thereunder written, that if the said Leroy L. Dennison his heirs, assigns, executors or administrators shall well and truly pay said promissory Notes and the interest accruing thereon according to the tenor and Effect thereof as aforesaid, the same to be void, otherwise to be and remain in full force and virtue in Law. The condition in said Mortgage Deed has been broken, and the same has become absolute by the non-payment of the said first promissory note and interest accruing thereon, the plaintiff has by said Mortgage deed a good and valid claim upon the premises therein described, which is the first and best lien thereon.

That all the other Defendants herein named have or claim to have a lien upon or other interest in said Mortgaged premises, but said plaintiff is unable to State the nature or extent thereof.

The plaintiff pray that all of the defendants above named may be notified of the pendancy of this Petition, and that they may be required to answer the same, and set forth Specifically the nature and amount of their respective claim or liens upon said Mortgaged premises, if any they have and the time or times when the same attached thereto. That such order may be made by the court as to the notes not due as may be equitable and just.

Wherefore, the said plaintiff pray Judgment against said Defendant Leroy L. Dennison for said sum of Forty Six & 25/100 Dollars ($46.25/100) with interest on $46.25 thereof at the rate of 6 per centum per annum, payable annually, from the 25th day of February A. D. 1880

And Plaintiff further pray that the priority of the several liens on said Mortgaged premises may be established, that the said premises may be ordered to be Sold according to law; that the proceeds of Such Sale may be applied first to the payment of taxes if any are due on said Premises; Second to the payment of the costs of this action; and Third to the payment of the plaintiff's lien in its proper order of priority, and that he may have Such other and further relief as in Equity he is entitled to, and as to the notes not due Such order may be made as may be just.

Cameron & Benton Plaintiff's attorneys

The State of Ohio Union County ss.

C. T. Haines being duly Sworn, says that he is plaintiff and that the matters and things Set forth in the foregoing petition are true as he verily believes.

C. T. Haines

Sworn to by said C. T. Haines before me, and by him Subscribed in my presence this day of August A.D. 1881.

H. G. King. J.P.

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

To the Clerk of said Court. Issue a Summons to said defendants in this action directed to the Sheriff of said county returnable according to law. "Endorse" Action for Money Lien of Mortgaged premises and Relief." Amount claimed, $46.25 with interest on $46.25 thereof at the rate of 6 per centum per annum from the 25th day of Feb 1880

Cameron & Benton attorneys

Afterward to wit- on the 7th day of Sept- A.D. 1881. Summons was issued which
reads as follows: The State of Ohio Union County ss.
Summons To the Sheriff of the County of Union. Greeting;
You command you to Notify L. L. Smith that he and another have been
sued by C.F. Haines in the court of common pleas of Union County and
that unless he answer by the 8th day of October A.D. 1881 the petition of said
C.F. Haines against them filed in the clerks office of said court, such
petition will be taken as true, and judgment rendered accordingly.
You will make due return of this summons on the 15th day of
Sept- A.D. 1881. W.M. Wright- Clerk by W.E. Wright- Deputy.
Sep 10th A.D. 1881 Writ returned and filed with the following endorse-
ments thereon.
Sheriffs Return The State of Ohio Union County ss.
Received this writ- September 7th A.D. 1881 at 3 O'Clock
P.M. And pursuant to its command, on the 9th day of September 1881
served the same by delivering a certified copy thereof with the endorse-
ments thereon to the within named defendant-
Service 3c Mileage 192. Cop 20 Total $2.42
John Wadsworth- Sheriff
Afterward on the 7th day of September A.D. 1881. an affidavit for
Service by publication was filed which reads as follows. viz;
affidavit for Service C.F. Haines Plaintiff }
vs } In the Court of Common Pleas of Union County O
Leroy S. Dennison and }
L. L. Smith Defendants }
C.F. Haines plaintiff in this action who
being first duly sworn deposes and says that this is an action
relating and concerning real estate that the same is brought to
foreclose a mortgage on real estate in the county of Union Ohio, in which
the plaintiff has an interest and that the residence of the defendant-
Leroy S. Dennison is unknown to this plaintiff and cannot with
reasonable diligence be ascertained and very believes and is
informed that he is a nonresident of the State of Ohio and
that service cannot be made on said defendant in this State
except by publication, and further this deponent saith not.
C.F. Haines
Sworn to by C.F. Haines and subscribed by him in my presence
this 6th day of September A.D. 1881.
Fee of J.P. 25cts H.J. Konig J.P.
On the 24th day of February A.D. 1883. Proof of publication was filed
which reads as follows.
Legal Notice Leroy S. Dennison whose residence is unknown will take notice that
on the 7th day of September 1881. C.F. Haines filed in the court of common
Pleas of Union County O. a petition against him setting forth that he held 2
notes against him amounting to $92.50 with interest from February 28th 1880
which notes are secured by mortgage on the following described real estate
situate in the county of Union and State of Ohio. Being Lots Nos 19 & 20 in the
Town of Summerville, alleging that the conditions of said mortgage are
broken and praying for a foreclosure of the same and order of Sale of said

Entry 3888

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premises and for all proper relief. C.T. Haines by Cameron & Benton his Attorneys
Dec 7th 1881 - 6th - Pf $75.00 The State of Ohio Union County ss.
The undersigned being duly sworn, says that a copy of the annexed notice was published for 6 consecutive Weeks in the Marysville Tribune" a newspaper of general circulation in the county of Union. The first publication beginning with December 7th 1881. W. A. Swaney.
Sworn to and subscribed before me this 24th day February 1883
J. L. Burgner Clerk
On the 19th day of January A.D. 1882 an Entry was made on the journal of said Court which reads as follows;

Entry 3888

C. T. Haines
vs
Leroy S. Dennison

This day the plaintiff by his attorneys and the said defendants still failing to demur or answer to the petition in this case the same was submitted to the court upon the petition & bills and testimony On consideration whereof the court do find that due and legal notice has been given to the said defendants of the filing and pendancy of the petition in this case. The court do further find that the facts stated in the plaintiffs petition are true. The court do further find that there is due to the plaintiff from the said defendant Leroy S. Dennison upon the first Note described in the petition the sum of Fifty one 33/100 Dollars and that the same is a lien upon the premises described in plaintiff petition.
The court further find that the second note is not due but that it is secured by the Mortgage mentioned in the petition.
It is therefore considered ordered and adjudged by the court that the said defendant fail for three days to pay the said sum $61.33 with cost of this suit then that an order issue to the Sheriff of said county Commanding him to appraise advertise and sell the real estate in the petition described. To-wit: Situate in Union County Ohio in the Town of Summerville. Bounded and described as follows No 19 and 20 on the corner of Main and Cross Streets. That the Sheriff bring the proceeds of said Sale into court to await to await the further order thereof and as to the Note not due this cause is continued.
Afterward on the 8th day of February A.D. 1882 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 19th day of January A.D. 1882 in the cause of C.T. Haines plaintiff and Leroy S. Dennison et als Defendants, it was ordered, adjudged and decreed as follows, to-wit: That if the defendant fail for three days to pay to the plaintiff the sum of Fifty one 33/100 Dollars & cost of this suit that an order issue to the Sheriff of said county commanding him to appraise advertise & sell according to law the lands described in the petition of plaintiff and bring the proceeds into Court. Situate in the Town of Summerville County of Union and State of Ohio and Bounded and described as follows. Lot No 19 and 20 on the corner of Main & Cross Streets and more fully described on the plat of said Town of Summerville.

We 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 said Court of Common Pleas and the Seal of said Court at Marysville Ohio. this 8th day of February A.D. 1882

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 23rd day of February 1882 Summon L. D. Warbes L. Welsh & Wm. Irvin Abbotton three disinterested freeholders, resident of said county who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward, on the 28th day of Feby A.D. 1882 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 $300.00 - 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 3rd day of March 1882. 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 2nd day of April A.D. 1882 at one O'clock P.M. of said day. And having advertised the said 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 8th day of April A.D. 1882 at the time and place above mentioned proceed to offer said Lands and tenements at public Sale, and then and there came Harvey M Haines who bid for the same the Sum of Two hundred & One dollars, and said Sum being more than two thirds of the appraised value thereof and said Harvey M Haines 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 Two Hundred & One Dollars

Service 30 Sum'g & Swear appraisers 120 writing appraisal 30 copy of apprais 30 Notice to printer 30 Writing notice 30 Mileage 208 Poundage 225 Total $7.03

Appraisers fee 1.50 Printers fee $7.50

John Koobensack Sheriff

Brief of Publication

C F. Haines
vs.
Leroy D. Dennison et al

On Order of Sale
Court of Common Pleas of Union County O.

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 Ohio on Saturday April 8th 1882 at or about the hour of one O'clock P. M. on said day The following described real estate to-wit: Situate in the Town

Entry 3888

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The State of Ohio Union County ss.

I 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 genral circulation in the county of Union. the first publication beginning with March 8th 1882. W. A. Shearer

Sworn to and Subscribed before me, this 3d day of May 1882.

J. L. Burgner Clerk

Afterward on the 11th day of July 1882 an Entry was made on the journal of said court which reads as follows viz;

Entry

3388

C. F. Heaines
vs
Leroy S. Dennison

This day came the plaintiff by his attorney and produced to the court here the return of the Sheriff of a Sale made by him under the former order of this court, and the court having examined the same and found it in all respects correct and in conformity to law. It is ordered that said proceedings and Sale be and they hereby are approved and confirmed and the said Sheriff is ordered to execute to the purchaser at said Sale a Deed for the said premises.

It is further ordered that out of the proceeds of said Sale, the said Sheriff pay the costs of this proceeding and the taxes on said premises and that he hold the remaining proceeds of said Sale until its next Term of this court to which time this Cause is continued for further order of distribution.

J. L. Burgner, Clerk.
By W. M. Weigel Deputy.

Pleas before his honor John A. Price 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 January A.D. 1883

On the 29th day of January A.D. 1883 a Petition and answer on cognovit was filed with the clerk of said court. which read as follows, viz;

Petition 4195

Godman and Thornhill
vs
C. J. Monroe and L. L. Monroe

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

The plaintiffs say; they are a partnership formed for the purpose of carrying on business in the State of Ohio and that their firm name is Godman and Thornhill That the defendants, C. J. Monroe and L. L. Monroe on or about the 18th day of January A.D. 1881. Executed and delivered to the said plaintiffs their promissory Note of that date together with a power of attorney which promissory Note and warrant of attorney are hereto attached, Marked "Exhibit A" and made a part of this petition. Said plaintiffs 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 defendants the sum of Ninety Two dollars and twenty five cents with interest at the rate of Eight per centum per annum from the 18th day of January A.D. 1881. Wherefore, the plaintiffs ask judgment against said defendants for the sum of Ninety two dollars and twenty five cents, with interest thereon at the rate of Eight per centum per annum from the 18th day January A.D. 1881 and for costs of Suit.

S.S. Gardiner Plaintiffs attorney.

Affidavit

The State of Ohio Union County SS.

S.S. Gardiner being duly sworn, says that he is the attorney of record of said plaintiffs 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 27th day of January A.D. 1883.

J.D. Breyne Clerk

Exhibit "A"

$225 One year after date, for value received We jointly and severally promise to pay Godman and Thornhill or order Ninety two and 50/100 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, 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 issueing and service of process and appear for us, or either of us, in any of said courts at anytime 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 cost 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 attorney is hereby authorized to enter such release in said judgment. Witness our hands and Seals at Richwood this 18th day of January 1881.

C. J. Monroe Seal
L. L. Monroe Seal

Answer

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Godman & Thornhill
vs
C. J. Monroe & L. C. Monroe

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

By virtue of the 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 Godman & Thornhill plaintiffs against said C. J. Monroe and L. C. Monroe Defendants and waive the issuing and Service of process therein and confess a judgment in favor of the said Godman & Thornhill against said C. J. Monroe and L. C. Monroe for the Sum of One Hundred and Seven dollars and Eight 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.

J. W. Robinson Defendants Attorney.

On the 29th day of January 1883 an Entry was Made on the journal of said Court which reads as follows;

Entry

Godman & Thornhill
vs
C. J. Monroe & L. C. Monroe

This day came the plaintiffs by Godman & S. Gardner their 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 confessed that there is due from said defendants to said plaintiff as is alleged in said plaintiffs petition the Sum of $107.08. It is therefore considered that said plaintiff do recover of said defendant the said Sum of $107.08 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 are Waived.

Attest: J. L. Burgner Clerk
By W. M. Winget Deputy

Supplimented Record

Pleas before his Honor John. A. Price. Judge of a court of Common Pleas begin and held at the Court House in the Town of Marysville within and for the county of Union of the 3rd Subdivision of the 10th Judicial Destrict of the State of Ohio on the 11th day of September A. D. 1865 Supplemented to Record of case in Vol 19 P. 462.

Wesley Evans
vs.
Sidney Rodgers Etal.

No 2165.

On the 8th day of March 1875 the Clerk of the Court of Common Pleas issued an order of Sale to the Sheriff of Union County which reads as follows=

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 3rd day of March A.D. 1875. in the cause of Wesley Evans plaintiff and Sidney M. Rodgers Et als Defendant, it was ordered adjudged and decreed as follows. To Wit: That in case the defendant Sidney M. Rodgers fails for 3 days from the close of this Term of court to pay to the said Plaintiff the Sum of $ 165 with interest thereon at 8% from Feb 4th 1875. & costs of Suit an order issue to the Sheriff of Union Co. commanding him Sell according to Law the lands and Tenements described on pltffs Petition and apply the proceeds in Satisfaction of said Sum & Being the balance into court for its future order. Description of Lands Being In Lot No 123 in the Village 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 regarding Sales on Execution, and that you apply the proceeds of such Sale in Satisfaction of said judgement and decree. with Costs and Interests 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 8th day of March 1875.

W. H. Winget Clerk.

Sheriff's Return

The State of Ohio Union County ss.
In Pursuance to the Command of the Order of Sale hereto annexed I did on the 11th day of March 1875 Summon. J. H. Vaughn. L. F. Gill. and A. L. Smith Jr. 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 11th day of March A.D. 1875 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 & Twenty five 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 21st day of March 1875 I caused to be advertised in the Richwood Gazette 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. 1875 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 20 day of April A.D. 1875.

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Sidney M.
to the Said

At the time and place above mentioned proceed to offer said lands and tenements at public Sale at the door of said Court House. Not sold for want of Bidders.
Service 55. Summoning Appraisers 1.00 Swearing Appraisers 50 Writing Appraisal 40 Copy of Appraisal 40. Notice to Printer 12. Affidavit of Printer 40 Writing Notice 30 Mileage 170 Return 20. Total $5.57. Appraisers Fees 1.50 Printers Fees 4.00

J. J. Miller Sheriff.

Afterward on the 13th day of March A.D. 1878 a Land appraisal was filed with the Clerk of Said Court which Reads as Follows.

The State of Ohio } ss.
Union County.

Appraisement.

An inquisition at the Township of Claibourn in the County of Union and State of Ohio. On the 11th day of March A.D. 1878 before me J. J. Miller Sheriff of Said County. Whereas by Virtue of a certain Order of Sale Issued from the Court of Common Pleas of Union County aforesaid wherein Wesley Evans Plaintiff and Sidney M. Rodgers Et als Defendant Returnable to said Court within Sixty days from the date of said Order of Sale Such Proceedings have thereupon been had That the Sheriff of Union County hath agreeable to the Statute in Such cases Made and provided Appraised the lands and tenements of the said Sidney M. Rodgers Et als To wit: Being In Lot No 123 in the Village of Richwood Union County Ohio. And Thereupon the said J. J. Miller Sheriff by S. M. Landon Deputy has Summoned and Called an inquest of three disinterested Freeholders residents within said county to wit: J. K. Vaughn L. F. Gill & W. L. Smith Jr. Who being duly Sworn to Appraise the said Estate so Levied upon make return and say upon actual View of said premises forthwith after Such View That the premises above described are of the Value in Money of One Hundred & Twenty five Dollars. $125.00

In Testimony whereof as well the said J. J. Miller Sheriff by S. M. Landon Deputy as the Inquest aforesaid have in this Appraisement Set our hands and Seals on the day and year first above written.

J. J. Miller Sheriff. (Seal)
By S. M. Landon Deputy (Seal)
J. K. Vaughn. (Seal)
L. F. Gill. (Seal)
W. L. Smith Jr. (Seal)

State of Ohio Union County, ss.
We do Hereby Certify, That the above named appraisers are Freeholders and residents of the county where said lands are Situated and that they were duly Summoned and Sworn by me according to law on the day and year first above written.

J. J. Miller Sheriff.
By S. M. Landon Deputy.

Afterward on the 27th day of July A.D. 1878. an order of Sale was Issued by the Clerk of said Court to the Sheriff of Union County Ohio which reads as follows.—

order of Sale

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

Whereas at a term of the Court of Common Pleas held at Marysville in and for said County on the 2nd day of March A.D. 1878 in the case of Wiley Evans. Plaintiff and Sidney M. Rodgers Et al. Defendants it was ordered Adjudged and decreed as follows To wit That in case the said defendant Sidney M. Rodgers fail for three days from the close of this Term of Court to Pay to the said Plaintiff the Sum of Sixteen & 50/00 together with the interest thereon at 8%

from Feb 11th 1878 found due with costs of Suit an Order issue to the Sheriff of Union County O. Commanding him to cause the lands and tenements in the petition of Plaintiff described to be appraised. advertised and Sold according to Law and apply the proceeds in Satisfaction of the Said Sum & Costs and Bring the balance of the proceeds of Sale into Court subject to the further order of the court. Description of Lands. Being Sn Lot No 123 of the Village of Richwood Ohio. We Therefore Commmand 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 27th day of July 1878.

H. M. Monget Clerk.

Sheriffs Return

order of Sale

The State of Ohio } ss.
Union County. }

The within described property having been appraised on a former writ in this same case by the oaths of J. H. Vaughn L. F. Gill and A. L. Smith Jr. 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 11th 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 One Hundred & Seventy five 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 31st day of July 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 doore of the Court House of Said County on the 31st day of August 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 31st day of August A. D. 1878 at the time and place above Mentioned proceed to offer Said lands and tenements at Public sale at the doore of Said Court House. Return the Same not Sold for want of Bidders Service 5 5. Notice to Printer 12. Affidavit of Printer 40 writing Notice 30 Mileage 150 Return 15. Total $ 3.12. Printers Fee 5.00 J. F. Miller Sheriff.

Afterwards on the 23rd day of October 1878 an order of Sale was issued by the Clerk of Said Court to the Sheriff of of Union County this which reads as Follows

Appraisal

The State of Ohio } ss. To the Sheriff of Said County Greeting:
Union County } Whereas at a term of the Court of Common Pleas held at Marysville in and for Said County on the 2nd day of March A. D. 1878 in the cause of Wiley Evans Plaintiff and Sidney M. Rodgers Etal Defendant it was ordered adjudged and Decreed as follows To wit: That in case the defendant Sidney Rodgers fails for three days to pay Said plaintiff $ 16.50 with 8% interest from Feb 4 1878 with costs that an order issue to the Sheriff of Union County Commanding him to cause the lands & tenements discribed in plaintiffs petition described to be appraised & sold according to law and bring the proceeds of Said Sale into Court for further order and it appearing that Said premises have been offered

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praised To Wit: Being Ins Lot No 123 in the Village of Richwood Union County Ohio
We Therefore Command you. That you proceed to carry Said order judgement and decree
into Execution agreable to the tenor thereof and that you Expose to Sale the abov
described Real Estate under the Statute regarding 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 25th day of Octo 1878.

W. M. Marriott 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 29th day of October 1878 Summon T. P. Hadley
L. Frank Gile and A. V. Marriott 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 29th 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 & Twenty five (125-) Dollars. A certified Copy of Said appraisal I forth-
with deposited in the office of the Clerk of the Court of Common Pleas of Said
County. and on the 8th day of November 1878 I caused to be advertised in the
Marysville Tribune" (a newspaper printed and published and of general circul-
ation 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: Four 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 not Sold for want of Bidders
Service 35. Summoning Appraisers 100. Swearing Appraisers 50. Writing Appraisals 40
Copy of Appraisal 40. Notice to Printer 12. Affidavit of Printer 40 Writing Notice 30
Mileage 160. Return 15. Total $5.22. Appraisers Fees 5.00. Printers Fee 1.50

J. P. Miller, Sheriff.

Afterward on the 31st day of October 1878 a Land appraisal was filed with
the Clerk of Said Court which reads as Follows:

Appraisal

The State of Ohio
Union County S.S. } An inquisition at the Township of Claibourn in the
County of Union and State of Ohio on the 29th day of October A.D. 1878 before
me J. P. Miller Sheriff of Said county. Whereas by virtue of a certain
Order of Sale issued from the Courts of Common Pleas of Union County
aforesaid Wherein Riley Evans is Plaintiff and Sidney Rodgers and others
Defendants returnable to said court within Sixty days from the date of said
order Such proceedings have thereupon been had that the Sheriff of
Union County hath agreeable to the Statute in Such cases made and
provided appraised the lands and tenements of the said Sidney Rodgers
and others to wit; Being Ins Lot No 123 in the Village of Richwood
Union County Ohio. And thereupon the said J. P. Miller Sheriff by
Virtue has summoned and called an inquest of three disinterested Freeholders

Resident within said county to wit T. P. Fadely L. Frank Gill and H. W. Marriott. who being duly Sworn to appraise the said Estate so levied upon. make due return and say upon actual view of said premises forthwith after such view that the premises above described are of the value in money of $125.00 And Testimony Whereof as well I the said J. J. Miller Sheriff as the Appraisers aforesaid have in this appraisement set our Hands and Seals on the day and year first above written.

J. J. Miller Sheriff (Seal)
T. P. Fadely (Seal)
L. Frank Gill. (Seal)
H. W. Marriott (Seal)

State of Ohio Union County ss.

I do hereby certify That the above named appraisers were Freeholders and residents of the county where said lands are situate and that they were duly Summoned and Sworn by me according to law on the day and year first above written.

J. J. Miller Sheriff.

Proof of Publication

Afterward on the 13th day of July 1882. an order was issued by the Clerk of said court to the Sheriff of Union County O. which reads as follows.

The State of Ohio } To the Sheriff of said county Greeting:
Union County ss. } Whereas at a court of Common Pleas holden at the

order of sale

court House in Marysville in said County of Union upon the 2 day of march 1878 Wiley Evans obtained a judgement or decree against Sidney Rodgers for the Sum of Sixteen and 50/100 Dollars and Dollars costs of Suit: and whereas it was then and there by said court ordered adjudged and decreed that the said Sidney Rodgers within Three days from the 2nd day of March A.D. 1878 pay unto the said Wiley Evans the said Sum of Sixteen and 50/100 Dollars with 8 p.c interest from the 4 day of February 1878 and costs aforesaid and upon default to pay the same that an order of Sale issue to the Sheriff of said County, Commanding him to proceed according to the Statute regulating judgements and Executions at law to sell the real estate described in the Plaintiffs Petition &c. And whereas the three days aforesaid have fully expired and the said Sum of $16 50/100 and costs aforesaid have not been paid or any part thereof as appears to us of record; and whereas under a former order of Sale issued out of this court on the 23 day of Oct. A.D. 1878 the following lands and tenements were appraised advertised and offered for Sale To-wit; Being In Lot No 123 in the Village of Richwood Union County Ohio. And whereas no Sale was had under said order We therefore Command you that you proceed without

Sheriff's Sale.

delay to advertise and Sell according to the Statute regulating judgements and Executions at Law. The said premises above described under the the appraisement had under the said former order of Sale To-wit; $125.00 And the money arising from said Sale and your proceedings herein have you before our Court of Common Pleas next to be holden in and for said County of Union and make return of this order within Sixty days from the date thereof Witness my hand and Seal of said Court at

Entry

Marysville O this 13th day July A.D. 1882.

J. D. Burgner Clerk

Sheriff's Return

The State of Ohio } In Obedience to the Command of the Order of Sale
Union County ss. } hereto annexed I did on the 20th day of July 1882 cause to be advertised in the Richwood Gazette a newspaper printed and published and of general

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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 19th day of August A.D. 1882 at 1 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 did on said 19th day of August A.D. 1882 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 Man and that I Name William H. Lyons. who bid for the same the Sum of Eighty three $\frac{00}{100}$ Dollars and said Sum being more than Two thirds of the appraised value thereof and said William H. Lyons, 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 $83\frac{00}{100}$ Dollars. Notice to Printer 30. Writing Notice 30 Mileage 2.55. Postage 1.46 Total 4.51. Printers Fees 5.25 John Hobensack, Sheriff

Afterwards on on the 9th day September 1882. the Proof of Publication was filed with the Clerk of Union County Ohio which reads as Follows.

Proof of Publication

State of Ohio } ss.
County of Union }

I Robert Smith do make oath that the advertisement of which the annexed is copy, was published for 5 weeks To wit July 20th & 27th & Aug. 3rd 10th & 17th A.D. 1882. in The Richwood Gazette a weekly Newspaper printed in and being of general circulation within said County, and of which I am Editor

Robert Smith.

Sworn to and Subscribed before me this 9th day of September A.D. 1882. J. Q. Bongner.

Sheriff's Sale.

Wiley Evans
vs
Sidney Rodgers.

On Alias 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 Sale at the door of the Court House in Marysville Ohio on Saturday August 19th 1882. at or about the hour of one O'clock P.M. on said day the following described real Estate to wit: Situate in the Village of Richwood County of Union State of Ohio and being known and described as In Lot No. 123. in said Village of Richwood. Appraised at $125.00 Terms of Sale Cash.

John Hobensack Sheriff of Union County Ohio

A. T. Carpenter Attorney. July 20th 1882 – no 81 – 5 dr. P.F. $5.25.

Afterward on 25th Day of September A.D. 1882. The Following Entry was Made on the Journal of said Court by the Clerk which reads as Follows–

Entry

Wiley Evans
vs
Sidney Rodgers. Et als

No 2655.

On motion of said plaintiff by A. T. Carpenter his attorney and it appearing the return of the Sheriff of this County of a Sale of real Estate Made by him on the 19th day of August A.D. 1882 to William H. Lyon on an alias order of Sale issued in this case and dated the 13th day of July A.D. 1882. 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 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 so sold and the court coming now to the distribution of the purchase money in the hands of the Sheriff orders that he pay. First to the Treasure of this County the taxes and personally due upon the property so sold to wit $5.81 Second to the Clerk of this Court the costs of this action taxed to $ Third to the Plaintiff the arrears of the judgement herein rendered with interest (if enough remains for that purpose) to wit: the Sum of $225.

Attest: J. Q. Bongner, Clerk.

Pleas before his Honor John H. Price Judge of 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 and the Tenth Judicial District on the 11th day of September A.D. 1882. Heretofore: To wit: on the 17th day of July A.D. 1882. The Following Petition was filed with the clerk of said Court which reads as Follows To wit:

Petition

Samantha Decker. Plaintiff. }
vs.
Jonas H. Decker. Defendant. }

State of Ohio Union County ss:
To the Court of Common Pleas
Petition for Divorce &c.

The said Plaintiff Samantha Decker for her Petition against the said Jonas H. Decker: Says- That she has been a resident of the State of Ohio for more than Three years last past and She is now a bona fide resident of the said County of Union. That on or about the 10th day of march A.D. 1870 at said County of Union She was lawfully married to said Defendant which marriage relation still Exists. That She has always conducted herself toward said defendant as a faithfull and obedient wife. For her first Cause of action against the said Defendant the said plaintiff says that said defendant notwithstanding his marital duties has been guilty of habitual Drunkenness for more than Three years last past. For a Second Cause of action. The said plaintiff says that said Defendant has been and is guilty of gross neglect of duty to and in regard to the Plaintiff. For a Third Cause of action. The said plaintiff says that on divers days during the last years the said Defendant has unlawfully assaulted the plaintiff and has Struck Kicked and injured her and That he has been and is guilty of Extream cruelty to the Plaintiff. Wherefore the said plaintiff prays that She may be divorced from the said Jonas H. Decker, and returned to her maiden name of Samantha Smith, and that reasonable allimony may be decreed to her and for all proper relief.

Afterward on the 17th day of July A.D. 1882 The following Summons was issued by the clerk of said Court to the Sheriff of Union County which reads as follows

Summons

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

You are Commanded to notify Jonas H. Decker, That Samantha Decker has filed in the office of the Clerk of the Court of Common Pleas of Union County and State of Ohio a petition (a true copy of which is herewith delivered to you to be served on him, charging him with neglect of duty cruelty &c. and asking that She be divorced from him and that she may have allimony 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 July A.D. 1882.

(L.S.) Witness my Signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville this 17th day of July A.D. 1882.

J. R. Bergner Clerk.

Samantha Decker }
vs. }
Jonas Decker. }

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This day came the Plaintiff by her attorney and Submited this cause to the Court upon the Petition and Evidence in consideration whereof the Court find that due and legal notice has been given to the defendant for more than Six weeks to the beginning of this term of Court and that the Plaintiff has been a resident of the

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State of Ohio for more than the year prior to filing her petition and was at the Commencement of this action a bona fida resident of said County of Union. The Court further find that the said defendant has been guilty of gross neglect of duty and habitual Drunkeness for more than three years next before the filling of said Petition The Court Upon the Motion of the Plaintiff permit her to amend her said petition so as to ask to be restored to her maden name of Samantha Smith. Which amend is permitted by interlineation of original petition which is done accordingly It is therefore considered. ordered and decreed by the Court that the Marriage relation heretofore existing between said parties be and the same is hereby dissolved and wholy annuled and both parties relieved from the obligations of the same. It is further ordered that the said plaintiff be restored to her maden name of Samantha Smith It is further adjudged that the said defendant pay the cost of this proceeding Taxed to $

Attest: J. De Barr, Clerk.

Was before his Honor John H. Price Judge of 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 and the tenth judicial District on the 11th day of September A.D. 1852. Whereupon To wit: On the 29th day of June A.D. 1852. The following Petition for Divorce was filed with the Clerk of said Court which reades as follows Viz:

Petition

Mary J. Jones. Plaintiff

vs

Timothy Jones. Defendant.

Union County Court of Common Pleas.

Your Petitioner says that She has been a resident of the State of Ohio for more than a year last past and is now a bona fide resident of Union county Ohio. That on the 4th day of January A.D. 1852 She was married to the defendant Timothy Jones at Harrisburg in the County of Union and state of Ohio That at the time of said Marriage the said Timothy Jones had a wife living from whom he had no Divorce To wit: Hannie Jones who was then living in the State of Indiana and from where the said Defendant told This Plaintiff he was Divorced at the time of This said Marriage. Your Petitioner therefore asks that upon the final hearing of This Case She be Divorced from the said Timothy Jones and be restored to her Maiden name of Mary J. Jolliff and for all proper relief.

Affidavit

State of Ohio Union County ss.

Mary J. Jones. being duly Sworn says the facts and allegations in the foregoing Petition are as she believes True.

Mary J. Jones.

Subscribed and Sworn to Before me this 29th day of June A.D. 1852. By the said Mary J. Jones.

John B. Coats. Probate Judge.

Afterwards on the 29th day of June A.D. 1852. The following Praecipe was filed with the Clerk of Union county. Which reads as follows To wit:

Praecipe

Mary J. Jones Plaintiff.

vs

Timothy Jones. Defendant.

Issue Summons & copy of Petition To Sheriff of Union county according to Law for the above named Timothy Jones.

J. M. Kumler

Attorney for Plaintiff.

To the Clerk of Common Pleas Court.

Afterward on July 13th 1882 the following Summons was Issued by the Clerk of Said Court which reads as Follows To wit. Summons in divorce.

Summons

The State of Ohio } ss
Union County } To the Sheriff of Union County:

You are Commanded to notify Timothy Jones that Mary J. Jones has filed in the office of the clerk of the Court of Common Pleas of Union County and State of Ohio a Petition (a true copy of which is herewith delivered to you to be served on him) Charging him with Beguny and asking that she be divorced from him and that she 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 10th day of July A.D. 1882.

Witness my Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville O. this 30th day of June A.D. 1882.

J. D. Burgner. Clerk.

Mary J. Jones
Vs
Timothy Jones.

Summons in Action for Divorce and other proper relief Filed July 3rd 1882. with J. D. Burgner Clerk of Union County Ohio J. M. Kennedy Atty.

Return

Received 4 o'clock P.M. on the 30th day of June A.D. 1882 and on the 10th day of July A.D. 1882 I served the same by Leaving at the usual place of residence of the within named Defendant a true copy thereof with the endorsements thereon also a copy of the Petition. Service 30. Copy 20. Mileage 7.55. Total $7.55. John Hohenbach Sheriff.

Afterward on the 21st day of Sept. A.D. the Following Entry was Filed with the Clerk of Said Court which reads as Follows To wit.

Mary J. Jones. Plaintiff
Vs
Timothy Jones Defendant.

40 57

This day this cause came on to be heard upon the Petition of the Plaintiff and the Defendant being in default for answer and the court after hearing the testimony and arguments of Counsel and being fully advised in the premises do find for Plaintiff and order said Marriage to be dissolved and set aside. It is therefore ordered and adjudged that said Marriage be set aside and that said Mary J. Jones be restored to her maiden name of Mary J. Jolliff and it is further ordered that she pay the costs of this case and that she recover her Judgement against said Timothy Jones for her costs herein taxed at $ Dollars.

Attest. J. D. Burgner, Clerk.

Was before his Honor John H. Price Judge of a Court of Common Pleas began and held in the Court House in the Town of Marysville within and for the County of Union and State of Ohio and the Tenth Judicial District on the 11th day of September A.D. 1882. Heretofore To wit: on the 21st day of April 1882. The following Petition for Divorce was filed with the clerk of Said Court which reads as follows To wit:

40 96.

State of Ohio Union County ss. To the Court of Common Pleas.
Elizabeth Spears. Plaintiff
Vs.
Charles Spears. Defendant,

Petition

The said Plaintiff Elizabeth Spears for her petition says: That she has been a resident of the State of Ohio for more than the year last past and she is now a bona fide resident of said County of Union that on the 24th day

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Of April 1852 She was married to the said defendant which marriage relation still Exists. That soon after said Marriage a child was born to Plaintiff and defendant and immediately upon said Marriage said defendant though living in the same village wholly neglected and refused in any manner to aid Plaintiff or to contribute to her support in any manner. That said Plaintiff has no means or property of her own and during all of her Married life has been compelled to labour for her own support and the support of said child The said defendant though able to work and labour and Earn a living for Plaintiff and her child has refused to aid Plaintiff or to help her support said child and has suffered plaintiff to assume all the burden of raising their said child and wilfully refuses to render her any aid.

The Plaintiff charges said defendant with gross neglect of duty and extream cruelty and says that he withholds support from her and spends his earnings in drinking and gambling and in dissolute ways. Wherefore Plaintiff prays that She may be Divorced from said defendant and have the custody of their said child William and for reasonable Alimony and for all proper relief.

The State of Ohio
Union County, ss

Summons

To the Sheriff of Union County;

You are Commanded to notify Charles Spears That Elizabeth Spears has filed in the office of the Clerk of the Court of Common Pleas of Union County and State of Ohio a petition (a true copy of which is herewith delivered to you to be served on him) charging him with Neglect of duty &c. and asking that She be divorced from him and that 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 the Summons on the 1st day of May A.D. 1852.

Witness my signature as Clerk of our said Court of Common Pleas and the Seal of said court at Marysville this 27th day of April A.D. 1852.

J. R. Bingner Clerk.

Elizabeth Spears
vs
Charles Spears.

Return.

Summons in action for Divorce and all other Proper relief Filed April 27th A.D. 1852. with J. R. Bingner Clerk Union County C. P. L. Cannon atty. Received 4 o'clock P.M. on the 20th day of April A.D. 1852. and on the 23rd day of April A.D. 1852. I served the same by delivering a true copy thereof with the endorsements thereon together with a Copy of the Petition to the within named Charles Spears Defendant.

Service 30. Copy 20. Mileage 240. Total $2.70

John Hohenshuh Sheriff.

Afterward on the 25th day of September A.D. 1852. The following Entry was filed with the Clerk of said Court which reads as Follows, To Wit.

Elizabeth Spears
vs.
Charles Spears.

4036.

This day came the plaintiff by her attorney and this cause came on to be heard upon the petition and Evidence, On consideration whereof the Court being fully advised in the premises do find that the defendant Charles Spears has been duly notified by Summons and copy of the petition in this case for more than six weeks before this Term began and the Court do further find that the Statements and allegations of the plaintiff Petition are true that said defendant has been guilty of extream cruelty and gross neglect of duty as charged in said petition. It is therefore considered and decreed by the Court that the marriage relation heretofore Existing between said parties be and the same is hereby set aside and wholly annulled and both parties released from the obligations of the same. It is further decreed that the custody Guardianship nurture and Education of the said child William be and the same is hereby decreed to the Plaintiff and it is further adjudged and decreed that the said Defendant pay the costs of this Proceeding Taxed to [illegible] and to the Plaintiff as her reasonable alimony the sum

Of Three Hundred dollars within five days from the date of this decree and in default thereof that Execution issue therefor as upon judgements at law.

Attest: J. D. Bergner, Clerk.

Pleas Before his Honor John A. Price. Judge of 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 and Tenth Judicial District on the 11th day of September A.D. 1882

The Following Petition was Heretofore To wit: on the 14th day of August A.D. 1882.

The Following Petition was Filed with the Clerk of said Court which reads as follows to wit:

Pauline M. Pooler, Plaintiff.

vs.

To Court of Common Pleas Union County Ohio.

Petition 4081.

Lawson G Pooler.
Dennis A Carter.
Hugh J Pooler.
Lorenzo J. Pooler. Defendants.

The plaintiff says: That on the day of A.D. 18— she intermarried with one L. C. Pooler who died leaving been seized during said coverture of an Estate of inheritance in the following property situate in the Township of Taylor County of Union & State of Ohio & being part of V. M. Survy No 829. & bounded and described as follows To wit: Beginning at a stake in the center of the Marysville & Kenton Grave Road and also in the center of the Wheeler Road: Thence with the center of the Wheeler road N. 85½° E. 70 10/10 poles to a Stake; Thence N. 5° E. 90 1/10 Poles to a stake and stone; Thence N. 85 1/4° W. 33 Poles to a Stake; Thence S. 5¼° E 38 1/4 Poles to a— ; Thence N. 85 1/4° W. 64 Poles to a stake in the center of the Marysville & Kenton Grave Road; Thence with the center of said road S. 15½° E. 54 2/10 Poles to the beginning Containing 33 acres More or less. Second Tract;

Situate in the Township County & state aforesaid & being part of V. M. Survy No. 5778 &c. & bounded & described as follows; Beginning at a Stake in the center of main Street and in the West line of West Street in the Village of Broadway Thence with the west line of West Street N. 15° W. 27. Poles to a Stake at the North west corner of Water & West Street Thence South 74° W. 17 80/100 Poles to a stake corner to lands conveyed to Abraham Comer to L. C. Pooler on the 7th day of march 1881; Thence S. 15° E. 27 Poles to a stake corner to said lands in the center of said Main Street in said Village of Broadway; Thence N. 74° E. 17 80/100 Poles to the beginning containing 3 acres more or less.

Third Tract:

Situate in the Township County and State aforesaid & bounded & described as follows: Beginning at a stake at the North west corner of Center & water Streets in the Village of Broadway thence with the west line of Center Street N. 15° W. 21 Poles; Thence N. 74° E. along the North End of Center Street and the North line of the School Lot and containing the same corns 21 10/100 Poles to a stone in the East line of Survy No 5778 &c; Thence with said line S. 10° W. to the North line of Water Street; Thence with said line S. 74° W. to the beginning Excepting therefrom the lot conveyed to the Board of Education of Taylor Township on the 9th day of July 1877 and whatever rights the said Board of Education may have in the Extension of Center Street as a right of way to and from said School Lot, also Excepting a lot bounded on the East by the Survy line on the North by the School lot; on the South by water Street and on the West by Center Street in said Village of Broadway.

Fourth Tract Being all of In Lot No. 49 in the Village of Broadway Union County Ohio For a more definite description reference is made to the recorded Plat

Affidavit

Praecipe

Summons.

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of said Village. Said above described property is now claimed by the defendants Lawson G. Pooler Annis A. Carter, Hugh J. Pooler and Lorenzo J. Pooler Children and heirs at law of said G. C. Pooler. Plaintiff is entitled to dower in said property and prays that the same may be assigned her therein and for such other relief as is proper

Affidavit

The State of Ohio Union County S.S.
Pauline M. Pooler the above named plaintiff being duly says that the facts Stated & allegations contained in her foregoing petition are true as she verily believes.
Pauline M. Pooler.
Sworn to by Pauline M. Pooler before me and Signed by her in my presence this 11th day of August A.D. 1882.
Peter Cranston J.P.

Precipe

To Clerk: Issue Summons in above Entitled case returnable according to law Issue to Sheriff of Union County O. for Lawson G. Pooler & Hugh J. Pooler To the Sheriff of Crawford Co. Ohio for Lorenzo J. Pooler and to the Sheriff of Lancaster County Nebraska for Annis A. Carter Indorse Action for the Assignment of Dower.
A. T. Carpenter Atty for Plff.

Summons.

The State of Ohio
Union County S.S. } To the Sheriff of the County of Union Greeting:
We Command you to notify L. G. Pooler and Hugh J. Pooler, That they and others have been sued by Pauline M. Pooler in the Court of Common Pleas of Union County and That Unless they answer by the 15th day of September A.D. 1882. the petition of said Pauline M. Pooler 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 Aug. A.D. 1882.
Witness my hand and the Seal of said Court this 14th day of Aug A.D. 1882.
J. R. Bingner Clerk

Return

The State of Ohio
Union County S.S. } Received this writ August 14th A.D. 1882 at 4 o'clock P.M. and pursuant to its Command on the 19th day of August A.D. 1882. I Served the Same by Delivering a true Copy thereof with the Endorsements thereon to Each of the within named defendants. Service 4.5; Milcage 172. Copy 20.
Total 2,37
D. Hornsack Sheriff.

Afterwards on the 29th day of August A.D. the following Summons was issued to the Sheriff of Crawford County by the Clerk of said Union County which reads as follows.

Summons.

The State of Ohio
Union County S.S. } To the Sheriff of the County of Crawford Greeting:
We Command you to notify Lorenzo J. Pooler that he has been sued by Pauline M. Pooler, in the Court of Common Pleas of Union County and that Unless he answers by the 15th day of Sept. A.D. 1882. the petition of the said Pauline M. Pooler 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 28th day of Aug. A.D. 1882.
Witness my hand and the Seal of said Court this 14th day of Aug. A.D. 1882.
J. R. Bingner Clerk.

S.S.

Return

The State of Ohio
Crawford County S.S. } Received this writ August 14 A.D 1882. at 10 o'clock A.M. and pursuant to its Command I served the same on the 15th day of

August 1882 by handing a true and certified copy of this writ with all the endorsements thereon to Lovelyo J. Pooler. Service 30. Mileage 32 Copy 24. Postage 5 Total 9.40

John Keil Sheriff
By J. C. Keil Dept.

Afterward on the 14th day of August A.D. 1882. the following Summons was issued by the Clerk of Union County which reads as follows to wit:

Summons.

The State of Nebraska }
Union County ss. } To the Sheriff of the County of Lancaster State of Nebraska Greeting
We Command you to Notify Annis A. Carter that she has been and there has been sued by Pauline M. Pooler in the Court of Common Pleas of Union County and that Unless she answers by the 15th day of September A.D. 1882 the petition of the said Pauline M. Pooler against her filed in the Clerks office of said Court such petition will be taken as true and ygudgement rendered accordingly you will make due return of this Summons on the 28th day of Aug A.D. 1882 Witness my hand and the seal of said Court this 14th day of Aug A.D. 1882.

J. R. Burgner Clerk

Return

The State of Nebraska }
Lancaster County ss. }
Received this writ August 19th A.D. 1882 M. and pursuant to its command I have served the same August 23rd 1882 by leaving at Annis A. Carters usual of residence a certified Copy of the same with all the endorsements thereon
Servic 75. Mileage 10, Cp. 25 Total $1.10

Cram Ensign Sheriff
by S. M. Melick Deputy

Afterward on the 15th day of September A.D. 1882. The following Entry was filed with the Clerk of said Court which reads as follows. To wit:

Entry.
1881

Pauline M. Pooler
Vs
Lawson G. Pooler et als.

Now came the plaintiff herein and the defendants still failing to answer or demur the court finds from the pleadings and the evidence that the said L. G. Pooler was in his life time seized in fee simple of the real Estate and premises described in the petition. And that the plaintiff is the widow of the said L. G. Pooler deceased and that she is entitled to have her dower in the said premises assigned and set off to her as prayed in her said petition It is therefore ordered adjudged and decreed by the Court that the said plaintiff be Endowed of one full Equal Third part of the premises described in the petition; And that a writ issue to the Sheriff of Union County Commanding him that by the oaths of A. S. Mowry George Bucher and P. J. Myeth three judicious disinterested Men of the vicinity in the said county. who are not of Kin to either of the parties and who and hereby appointed Commissioners for that purpose he Set off and assigned such dower to said plaintiff according to law and that of such proceedings (together with the said Commissioners appraisement of the yearly net value of said real Estate) the said commissioners and the said Sheriff make return to this Court forthwith.

Afterward on the 26th day of September A.D. 1882. the following Writ of Dower was received and Filed by the Clerk of said Court. Which reads in the words and figures following viz:

Writ of dower

The State of Ohio }
Union County S.S. } To the Sheriff of said Union County Greeting:
We Command you that without delay by the oaths of A.S. Mowry.

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Sheriff's Return.

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George Beecher and D. J. Myeth you were to be set off and assigned to Pauline M. Pooler widow of L. G. Pooler late of said County deceased, one full equal third part of the following real Estate, Situate in the Township of Taylor County of Union & State of Ohio & being part of V. M. Survey No. 529 & bounded and described as follows to wit; Beginning at a Stake in the center of the Marysville & Kenton Grave road and also in the center of the Wheeler Road; Thence with the center of the Wheeler Road S. 15½° E. 70⅘ poles to a Stake; Thence N. 8° E. 90⅘ poles to a Stake and Stone; Thence N 15¼° W 33 Poles to a Stake; Thence N 3¾° E. 38⅘ Poles to a Thence N 15¼° W 64 Poles to a Stake in the center of the Marysville & Kenton Grave Road; Thence with the center of said road S. 15½° E. 34⅘ Poles to the Beginning 33 acres more or less. Second Tract: Situate in the Township County & State aforesaid & being part of V. M. Survey No. 5778 &c. bounded & described as follows; Beginning at a Stake in the center of Main Street and in the west line of West Street in the Village of Broadway Thence with the west line of West Street N. 15° W. 27 poles to a Stake at the North West Corner of Water & West Streets— Thence S. 74° W. 17⅘ poles to a Stake Corner to lands conveyed to Abraham Gamer by L. G. Pooler on the 7th day of March 1881. Thence South 15° E. 27 poles to a Stake corner to said lands in the Center of said main Street in said Village of Broadway; Thence N 74° E. 17⅘ poles to the Beginning Containing 3 acres More or less. Third Tract. Situate in the Township County and State aforesaid & bounded & described as follows; Beginning at a Stake at the North West corner of Center & Water Street in the Village of Broadway; Thence with the west line of Center Street N. 15° W. 21 poles; Thence N. 74° E. along the North End of Center Street and the North line of the School lot and containing the same course 37⅘ poles to a stone in the East line of Sunny No 5778 &c; Thence with said line S 15° W. to the North line of Watta Street; Thence with said line S. 74° W. to the Beginning Excepting therefrom the lot conveyed to the Board of Education of Taylor Township on the 7th day of July 1887 and whatever rights the said Board of Education may have in the Extension of Center Street as a right of way to and from said School lot. Also Excepting a lot bounded on the East by the Sunny line, on the North by the School Lot on the south by Water Street and on the West by Center Street in said Village of Broadway. Fourth Tract. Being all of Out Lot No 49 in the Village of Broadway Union County Ohio. For a more definite Description reference is made to the recorded Plat of said Village. In pursuance of an Order made in our said Court of Common Pleas within and for the said County of Union in a certain Petition for Dower, wherein the said Pauline M. Pooler is petitioner and L. G. Pooler et. als. are respondents, and that in like manner, by the oaths of the same men you make a just and true appraisement of the yearly Value of said real Estate after deducting the necessary Expenses and That Your Proceedings in the Premises, you distinctly certify under your hand to our said Court forthwith. And have you then there this writ.

Witness my Name and the Seal of the said Court at Marysville this 18th day of September A. D. 1882.

J. R. Burgner Clerk.
By W. M. Winget, Deputy Clerk

Seal

Sheriff's Return.

As commanded by this writ I have by the oaths of A. S. Mowry, George Beecher and D. J. Myeth, Three Judicious disinterested men of the vicinity who are not of kin to Either of said parties, caused to be set off and assigned to the within-named Pauline M. Pooler as her dower Estate so much of the within-described lands and tenements as is contained in the following boundaries To wit; Situate in the County of Union and State of Ohio and being part of Virginia Military Survey Nos. 5778 &c.

Bounded and described as follows. Beginning at a Stake in the center of Main Street and in the West line of west St in the Village of Broadway Thence with the West line of West Street N. 15° W. 27 poles to a Stake at the North West corner of Water and West Streets; Thence S. 74° W. 17 80/100 poles to a Stake Corner by Z. C. Poder on the 7th day of March 1851. Thence S. 15° E. 27 poles to a Stake corner to Said Lands and in the Center of said main Street in said Village of Broadway. Thence N. 74° E. 17 80/100 poles to the beginning Containing three acres More or less. Also all of the Lot No 49 in the Village of Broadway Union County Said Lot is fully described in the recored plat of Said Village. And by the oaths of the Same men the yearly Value of the real estate within described is justly and truly appraised at one hundred and Thirty five Dollars after deducting Necessary expences.

Given Under my Hand this 25th day of September A.D. 1882. Service 30. Mileage 16. notifying and swearing Commissioners 1.20 Report of Commmissioners 2.00. Total $3.66
A.C. Mowry Surveyor 3.00 George Beecher 1.00 D.G. Wyeth, 1.00. Total

John Robenack. Sheriff.

Afterward on the 27th day of September A.D. 1882. The Following Entry was Filed with the Clerk of said Court which reads as Follows To wit.

Pauline M. Poder.

Entry 1881. vs. Lawson G. Poder. Etal. This Cause came on for hearing upon the return of the Sheriff and of the Commissioners herein of their proceedings in the assignment of Dower under the former order of this Court and on the motion to confirm the Same and the Court being fully advised in the premises filed said proceedings and assignment in all respects in Conformity to law and do hereby approve and Confirm the Same. It is therefore ordered and decreed that the said Pauline M. Poder have and possess the Lands so assigned To wit:= Situate in the Township of Taylor. County of Union and State of Ohio being part of Virginia Military Survy No 5775 &c. Bounded and described as follows= Beginning at a Stake in the center of Main Street and in the west line of West Street in the Village of Broadway Thence with the West line of west Street N 15° W. 27 Poles to the a Stake at the North West Corner of Water and West Streets Thence S 74° W. 17 80/100 Poles to a Stake Corner to Lands Conveyed to Abraham Crabaugh by Z. C. Poder on the 7th day of March 1851. Thence S. 15° E. 27. Poles to a Stake Corner to said lands and in the Center of said Main Street in Said Village of Broadway. Thence N. 74° E. 17 80/100 Poles to the beginning containing Three (3) Acres More or less. Also all of the Lot Number Forty nine (No 49) in the Village of Broadway Union County Ohio Said Lot is fully described in the recorded Plat of said Village to which reference is hereby made as and for her reasonable Dower in Said premises – And it is further decreed that said defendant pay to said plaintiff the Sum of Twenty Eight & 8/100 Dollars $28 12 being one third of the Sum returned by said Commissioners as the net Value of Said premises from the time of the filing of this petition to the assignment of dower It is further ordered that the defendants pay two thirds of the costs of this proceeding and that the plaintiff pay one third thereof and in default of said payment within 10 days Execution Shall issue therefor.

ATTEST: J. L. Burgner, Clerk.

Petition, in cognovit and answer.

Affidavit

Note

No 7775

Answer

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Petition in Cognovit and answer.

Was before his Honor John A. Price 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 and tenth Judicial District on the 11th day of September A.D. 1882. on September 27th 1882. The Following Petition in Cognovit was Filed with the Clerk of Said Court. which reads as follows To wit

The First National Bank of Delaware,

vs

Andrew Mayfield &
Austin Mayfield Defendants.

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

The First National Bank of Delaware Ohio The above named Plaintiff says that there is due to it from Said Andrew Mayfield and Austin Mayfield Defendants on a promissary note made by the Defendants Andrew Mayfield & Austin Mayfield jointly & Severally Dated the 22d day of May A.D. 1882. and due at 90 Days after its date. which note with the warrant of Attorney Thereto annexed. is here to attached the Sum of Three Hundred (300) Dollars and Cents with Interest thereon at 8 per cent per Annum from the 23 day of August A.D. 1882. The Plaintiff further says that it is legal owner and holder of Said note that the Same is due and Unpaid and that the plaintiff is a corporation being a National Bank organized & incorporated under the laws of the United States & located & doing business at Delaware in Delaware County in the State of Ohio Wherefore the Plaintiff ask judgement against said Defendants for the Sum of Three Hundred Dollars and Cents with Interest thereon at the rate of 8 per cent per Annum from the 23rd day of August A.D. 1882.

Affidavit

The State of Ohio
Union County S.S.

Homer M. Casper. Who is one of the 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 is a corporation & a National Bank incorporated under the law of the United States & that the foregoing action & petition is on an indightment for the payment of Money only which is in possession of affiant

Homer M. Casper.

Subscribed by Homer M. Casper in my presence and Sworn to by him before me this 28th day of September A.D. 1882.

J. O Bingaman Clerk.

Due 23 Aug.
$ 300 00

Delaware O. May 22 1882.

Note

Ninety days after date for Value received we jointly and Severally promise to pay to the First National Bank of Delaware at its Banking House in Delaware Three Hundred Dollars. with interest at the rate of Eight per cent Per Annum after Maturity. And we hereby authorize and empower any Attorney at Law in the State of Ohio at any time after the above sum becomes due. with or without process to appear for us or either of us in any Court of record in the State of Ohio and confess judgement in favour of said Bank for the said amount. interests and costs against us. or any of us and to release all Errors and writs of Errors and the right of Second trial and the right of appeal and stay of Execution. Witness our hands and seals this 22 day of may 1882.

No 7225

Andrew Mayfield. 3rd
Austin Mayfield. 3rd

Answer

The First National Bank of Delaware Ohio Plaintiff.
vs.
Andrew Mayfield & Austin Mayfield. Defendants

In Court of Common Pleas

State of Ohio Union County S.S.

Said Defendants Andrew Mayfield & Austin Mayfield the above named Defendants by the undersigned R. L. Woodburn 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 Three Hundred & Two 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.

September 28th A.D. 1882. R. L. Woodburn Atty for Deft.

Afterward on the 27th September the Following Entry was placed on the Journal by the Clerk of said Court which reads as follows To wit.

Entry 4051

The First National Bank of Delaware Ohio Plaintiff

Vs.

Andrew Mayfield and Austin Mayfield Defendants.

This day came the Plaintiff by Cooper & Van Deusen 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 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 $302 cc It is therefore Considered that said Plaintiff do recover of said Defendant the said Sum of Three Hundred and two ($302.00) so as aforesaid Confessed to be due together with Costs of suit herein to be Taxed and with interest to be Computed at the rate of Eight Per 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.

Attst: J. L. Burgner, Clerk.

Pleas before his Honor John A. Price 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 and Tenth Judicial district on the 11th day of September A.D. 1882. Heretofore To Wit on the 27th day of June 1882. The Following Petition was Filed with the Clerk of said Court which reads as Follows To wit.

Petition

In the Court of Common Pleas of Union County Ohio.

William C. Hoskins Plaintiff

Vs.

Caroline Hoskins. Lucy Kilgore. Thomas Kilgore and Mary Hoskins,

Your petitioner William C. Hoskins of said county of Union represents that he has a legal right to and seized in fee Simple of one undivided one third part of the following real estate to wit Being part of Survey No. 5355. Bounded and described as follows. Beginning at a beech the north East to a lot belonging to William Mahoverter and north west corner to Alex Mc. Kerkys lot. Thence S 83° E. 140 Poles to an Elm Beech & Bur Oak. Thence N 7° E. 140 Poles to 2 Elms Thence N 83° W 152 poles to a Stake in the center of the Marysville and Burgner Road. Thence N 24° W 152 poles to a Stake in a line of said Mahoverters land Thence with his line S 83° E. about 80 Poles to the Beginning Containing 153 acres be the

Affidavit

Same ma... and Lucy K... Union and ... and that ... entitled to ... claims ... that the ... claims. ... may be ... therein or ... such proce... State of ... Union County ... says that ... true as he ... Sworn to ... presence this ...

Summons

To the Sh... to Mary ... Partition ... Afterward, ... issued by ... The State of ... Union County. ... Hoskins ... Wm. C. Ho... Unless they ... Hoskins ... petition ... will make ... Witness my ...

Return.

The State of ... Union County ... pursuant to ... by Delivering ... of the within ...

Entry 4051.

Afterward ... on the ... William C. ... Vs. ... Caroline H... Plaintiff ... heard, the ... and demurr... and demurr...

Some more or less. And your Petitioner further represents that Caroline Hoskins and Lucy Kilfair who has Intermarried with Thomas Kilfair of the County of Union and Tenants in Common with your petitioner in the said premises and that Mary Hoskins Widow of William Hoskins lately deceased is Entitled to Dower in said premises and that the said Thomas Kilfair claims some Interest in said premises by way of improvements and that the Court should direct him to answer and set up what right he claims. Your petitioner therefore prays that partition of said lands may be made and the dower of the said Widow may Hoskins be assigned therein or if the same cannot be done without manifest injury that then such proceedings may be had in the premises as are authorized by Law.

Affidavit

State of Ohio
Union County SS.

William C. Hoskins Plaintiff being first duly Sworn deposes and says that the facts Stated and Allegations made in his foregoing petition is true as he verily believes

W. C. Hoskins.

Sworn to before me by William C. Hoskins and Signed by him in my presence this 19th day June A.D. 1882.

John M. Brodrick.
Notary Public Union County Ohio

To the Clerk: Issue Summons to the Sheriff of Union County Ohio Directing to Mary Hoskins, Caroline Hoskins, Thomas Kilfair & Lucy Kilfair Indorsed Partition and Dower.

Afterward, on the 21st day of June A.D. 1882 the Following Summons was issued by the Clerk of said Court which reads as follows,

Summons

The State of Ohio To the Sheriff of the County of Union Greeting:
Union County. S.S. We command you to notify Caroline Hoskins, Mary Hoskins Lucy Kilfair and Thomas Kilfair. That they have been Sued by Wm C Hoskins, in the Court of Commons Pleas of Union County and that Unless they answer by the 22nd day of July A.D. 1882. the Petition of said Wm C. Hoskins 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 3rd day of July A.D. 1882.
Witness my hand and the seal of said Court this 21st day of June A.D. 1882.

J. C. Burgess Clerk.

Return.

The State of Ohio
Union County SS. Received this writ June 21st A.D. 1882 at 4 o'clock P.M. and pursuant to its Command on the 25th day of June A.D. 1882 I Served the same by Delivering a true Copy of this writ with the Endorsements thereon to Each of the within named Defendants. Service 75. Mileage 255. Cop 50. Total 4.37

John Hohensack Sheriff.

Afterwards on the 27th day of September A.D. 1882 the following Entry was placed on the Journal by the Clerk of said Court which reads as follows To wit:

Entry.
4037.

William C. Hoskins
Vs.
Caroline Hoskins: Now came the Plaintiff herein by his attorney, and his petition thereupon coming on to be heard, the court find that all of the defendants have due legal notice of the pendency and demurred of the said petition and that they are in default for answer and demurrer, and that said petition is thereby confessed by them to be true

Whereupon the court find that the said Mary Hoskins Widow of William Hoskins deceased is Entitled to dower in the premises described in the petition and the same is subject thereto the said plaintiff William C. Hoskins is seized of; and has a legal right to the Undivided one third part of the Estate described in the petition, and is Entitled to have partition made of said premises; that the defendants: Caroline Hoskins & Lucy Kilfian are Tenants in common with the said plaintiff in the said premises in the following proportions to wit: That subject to such dower of the said Mary Hoskins the said Caroline Hoskins is seized of and has a legal right to Undivided one third part thereof the said Lucy Kelfian to the Undivided one third part thereof and no reason appearing why partition should not be made It is therefore ordered adyudged, and decreed that the said Mary Hoskins be Endowed of one full Equal third part of said premises and that subject thereto partition of said Estate be made; and that an order issue to the Sheriff of said County of Union Commanding him that by the oaths of A.S. Mowry, Isaac Stofer and Lester Webster; Three Judicious and disinterested freeholders of the Vicinity who are not of Kin to Either party and are hereby appointed commissioners for that purpose to set off and assign such dower to the said Mary Hoskins according to law and same to be set off and divided to said plaintiff and Each of said defendants the part and proportion of the said Estate to which they are hereinbefore severally found Entitled And it is ordered that if in the opinion of said Commissioners said premises cannot be divided by metes and bounds without injury to the Value thereof the appraisers the same both subject to and also free from dower of the said Mary Hoskins. And of his proceedings herein the said Sheriff is ordered to make and return without unnecessary delay.

Writ of Partition and dower

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

We command you that without delay by the oaths of A.S. Mowry. Isaac Stoufer and Lester Webster you cause to be set off and assigned to Mary Hoskins widow of William Hoskins 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 Ohio. The following real Estate to wit = Being part of Survey No 5355 bounded and described as follows. Beginning at a Beech the north East to a lot belonging to Wm Mahaffer and north West corner to Alex McKelys lot. Thence S. 83° E 140 poles To an Elem and Beech and Burr oak, Thence N 7° E. 140 poles to 2 Elms, Thence N 83° W 153 poles to a stake in the center of the Marysville and Burgner Road, Thence 24° W. 153 poles to a stake in the line of said Mahowlers land thence with his line E. 83° about 80 poles to the beginning containing 153 acres be the same more or less. Subject to said dower Estate among the persons named herein and in the following porportions to wit:

To Lucy Kilfian one Undivided Third Part,
To Caroline Hoskins one Undivided Third Part,
To William C. Hoskins one Undivided Third 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 William C. Hoskins is Petitioner and Mary Hoskins, Lucy Kilfian and Caroline Hoskins 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 this 27th day of September A.D. 1882.

J. D. Burgner Clerk

Sheriff's Return

As Commanded
A. S. Mowry
Hoskins Widow
in said writ
Said Commission
Service &c. Mileage
Commissioners
A. S. Mowry
Lester Webster
A. C. Degood
Mc Allister

Commissioner's Report

William Ho
vs.
Caroline H
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Sheriff's Return

As commanded by the forgoing writ of Partition and Dower I have Executed the same by the oaths of A. S. Mowry. Isaac Stouffer and Lester Oliver. causing Dower to be assigned to Mary Hoskins Widow of William Hoskins. 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 11th day of October A.D. 1882.
Service 60. Mileage 200 Executing writ 1.20 Notifying and swearing Commissioners 1.20. Report of Commissioners 2.00.— $7.00 Commissioners $15.00. Total $22.00. Fees and Costs
A. S. Mowry Commissioner 2 days 2.00. Isaac Stouffer Commissioner 2 days 2.00
Lester Oliver Commissioner 2 days 2.00. William C. Hoskins Master 2 days 2.00
A. C. Degood Chain carrier 1 Day 1.00 Wm. H. Laughlin Chain carrier 1 day 1.00 Frank McAllister Chain carrier 2 days 2.00. A. S. Mowry Surveyor 2 days 5.00 Total $18.00

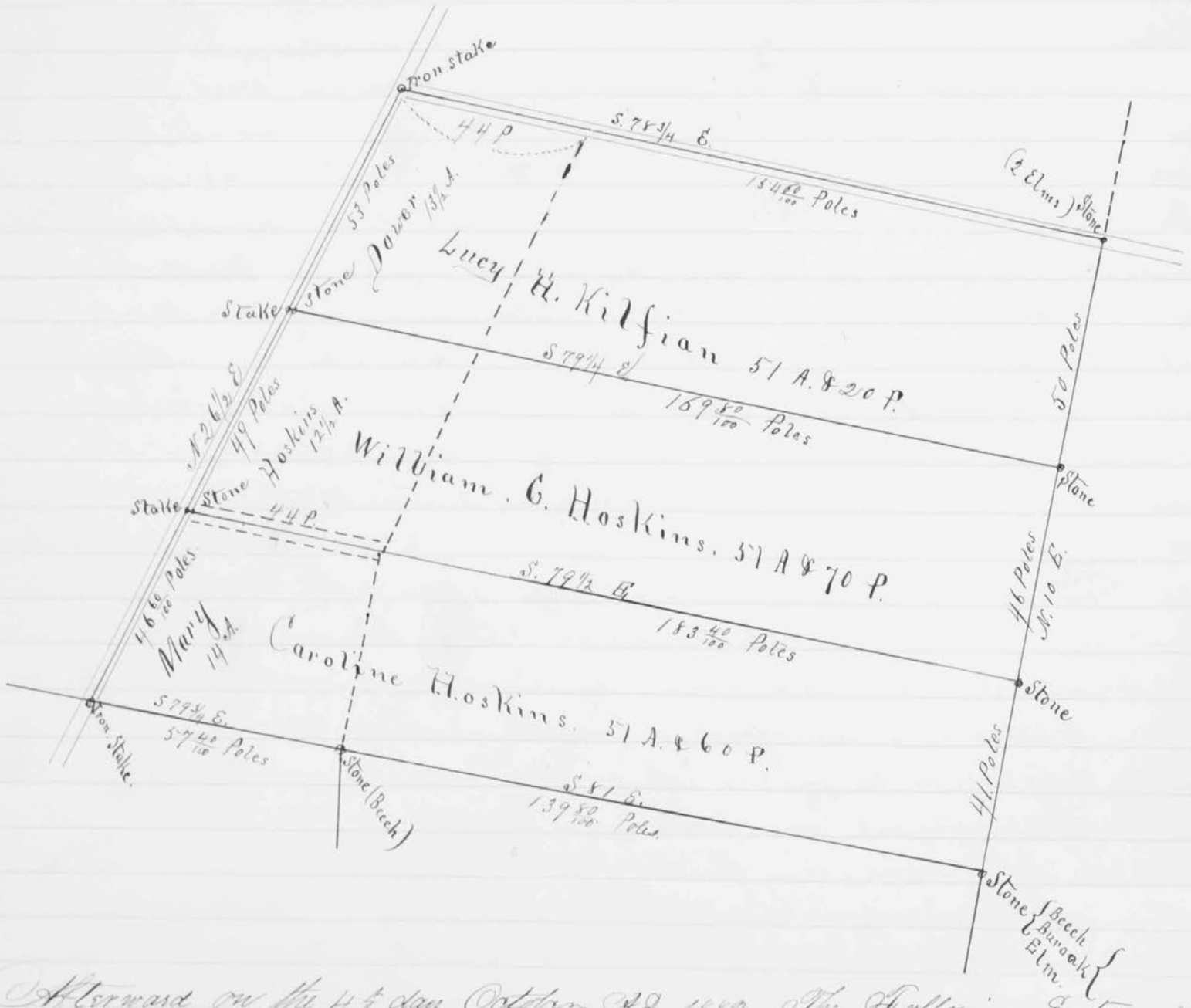
Commissioner's Report.

William Hoskins
vs.
Caroline Hoskins & others.

Union County S.S.
Court of Common Pleas.
For 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. do set off and assign to the said Mary Hoskins as her Dower Estate in the said lands, in said petition described the following tract. To wit: Beginning at a stone in the center of the Marysville and Marion Road and in the North line of A. C. Degood's land. Thence with said line S. 79¼° E. 57 40/100 poles to a stone North East corner to said land. Thence N. 10° E. 48 poles to a stake Thence N. 25½° E. 101 poles to a stake in the north line of the William Hoskins farm Thence with said line N. 78¾° W. 44 poles to a stone corner to said farm in the center of said road Thence S 25½° W. with the Center of said road 148 80/100 to the beginning containing 40 acres more or less. Excepting therefrom a strip of land 40 feet wide being 20 feet wide on each side of the line dividing the lots of land assigned to Caroline Hoskins and William C. Hoskins and Excepting from the center of the Marysville and Marion road 44 poles S. 79½° E. to the stake at the corner of the Dower Estate above described; And we do make partition of the same Subject to said dower estate as follows To Wit: To the said Lucy H. Kilfian. Beginning at an Iron Stake in the Center of the Marysville and Marion road and North West corner to a tract of land conveyed to William Hoskins by S. G. Strong on the 12th day of June 1857 Thence with the North line of said Tract of land S. 78¾° E. 134 50/100 poles to a stone (2 Elms gone) North East corner to said tract. Thence with the East line of Said Tract S. 10 W. 80 poles to a Stone Thence N. 79¼° W. 159 80/100 poles to a Stake in the center of said Marysville and Marion Road (a stone bears from Said Stake S. 79¼° E. 15 links) Thence from said Stake N. 25½° E. with the center of Said road 53 poles to the beginning containing 51 70/100 acres Part of Surry No 55 85.
To the said William C. Hoskins. Beginning at a Stak (A stone bears S. 79¼ E. 15 links) Said Stake is in the Center of the Marysville and Marion Road and South west corner to lands assigned to Lucy H. Kilfian by the Court of Common pleas for Union County Ohio Thence with the south line to Said lands S. 79¼° E. 159 80/100 poles to a Stone South east corner to Said lands in the East line of a tract of land conveyed to Wm Hoskins by Silas G. Strong on the 12th day of June 1857. Thence (with Said line S 10° W. 45 poles to a stone Thence N. 79½° W. 183 40/100 poles to a Stake in the center of said Marysville and Marion Road (A. Stone bears from said Stake S. 79½° E. 15 links) Thence from Said Stake and with the center of Said road N. 25½° E. 49 poles To the Beginning containing. 51 70/100 acres Part of Surry No 55 85.

To the Said Carotine Hoskins. Beginning at an Iron Stake in the center of the Marysville and Marion Road South west Corner to a Tract of land conveyed to Williams Hoskins by Silas G. Strong on the 12th day of June 1837 Thence with a line of Said tract S 79¾° E. 37 40/100 poles to a Stone in place of a Beech North East corner to Alle. Degroots land Thence with another line of said tract of land S. 81° E. 139 80/100 poles to a Stone in places of an Elm Beech & Bur oak South East corner to said tract of land Thence with the East line of said tract N. 10° E. 44 poles to a Stone South east corner to Wm C. Hoskins land, Thence with the South line of Said land N. 79½° W. 183 40/100 poles to a Stake in the center of said Marysville and Marion Road (a Stone bears from Said Stake S. 79½° E. 16 links) Said Stake is at the South west corner of said Wm C. Hoskins land. Thence with the center of Said road S. 26½° W. 46 60/100 poles to the beginning containing 37 50/100 acres Part of Survey No 3586.



Afterward on the 4th day October A.D. 1882. The Following Entry was placed on the Journal by the Clerk of Said Court which reads as Follows. To wit:

Entry 4031

William C. Hoskins Plaintiff.
Vs.
Caroline Hoskins Et al Defendants. On motion to the Court by the plaintiff and upon forducing the return of the Sheriff and the report of the commissioners heretofore appointed herein. and the Same having been Examined by the Court, and found in all respects as correct, and in conformity to law and the former order of this Court, the said proceedings and report are hereby approved and confirmed. It is therefore ordered and decreed that the said Mary Hoskins have and possess the lands so assigned to her as and for her reasonable dower in said premises and that the other said parties hold in severalty the parts and premises so set off and assigned to each respectively to William C. Hoskins. Lucy H. Kilfian and Caroline Hoskins subject to said dower and it is further ordered that the costs of this action including a counsel fee of $94 00/100 to T. B. Benton attorney for services Taxed at $

Petition and answer in Cognovit 4019.

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Be paid by the said parties in the following proportion To wit: Mary Hoskins one third of all the costs. William C. Hoskins 1/3 of the Ballance Lucy Kilfoin one third of the Ballance Lucy Kilfoin one Third of the Ballance. Caroline Hoskins one third of the Ballance. and Execution be awarded for the same.

Attst: J. L. Bongner, Clerk.

Pleas before his Honor John. A. Price. 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 and Tenth Judicial district on the 1st day of September A.D. 1882. The following Petition in Cognovit. and answer was filed with the Clerk of said Court which reads as Follows To wit:

Petition and answer in Cognovit 1019.

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

The Farmers Bank. Plaintiff.
vs.
Ralph Moffett. & Henry Stalder. Defendants.

Plaintiff says: That it is a partnership doing business in the State of Ohio and unincorporated. That the Defendants. Ralph Moffett and Henry Stalder on or about the Twenty seventh day of December A.D. 1880 Executed and delivered to the said Plaintiff Their Promisary Note of that date together with a warrant of Attorney which Promisary Note and warrant of Attorney are hereto Attached Marked Exhibit A. and made a part of this Petition. Said Plaintiff further says that said Promisary Note is due and unpaid that it the legal owner and holder thereof. and that there is still due it thereon from said Defendants the Sum of Two Hundred Dollars with Interest at the rate of Eight Per Centum per Annum from the Twenty Eighth day of February A.D. 1881. Payable annually. Wherefore the Plaintiff asks Judgment against said Defendants for the sum of Two Hundred Dollars with Interest thereon at the rate of Eight Per Centum Per annum. from the 28th day of February A.D. 1881 Payable annually and for costs of suit.

The State of Ohio } John M. Brodrick
Union County S.S.

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.

John M. Brodrick

Affidavit

Sworn to by said John. M. Brodrick before me and by him Subscribed in my presasance this 3rd day of October A.D. 1882.

J. L. Bongner Clerk.

Marysville Ohio Dec 27 1880.

Note

$200 00 Sixty Days after date as Principal debtors we jointly and severally promise to Pay to the Farmers' Bank at their office in Marysville Two Hundred Dollars for Value received. 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 judgment against us or either of us in favor of the holder or holders of this note for the amount of this 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 27th day of Dec 1880.

Ralph Moffett (Seal)
Henry Stalder (Seal)

Answer
4019

The State of Ohio
Union County ss.
The Farmers Bank Plaintiff
Vs.
Ralph Moffitt & Henry Stalder. Defendants.

By virtue of the warrant of attorney attached to the forgoing Petition I J. S. McCampbell Its attorney at in the Several Courts of Record in the State of Ohio hereby enter an appearance for the Said Defendants at the suit of The Farmers Bank Plaintiff against Said Ralph Moffitt and Henry Stalder Defendants. and wair the issuing and service of Process herein and confess a Judgement in favor of the said. The Farmers Bank against Said Ralph Moffett and Henry Stalder for the Sum of Two Hundred and Twenty Six Dollars and Thirty two Cents Damages. being the ammount appearing due for Principal and Interest on said Promisary Note and also for Costs of suit and I do hereby release all Errors and wain all right of appeal. J. S. McCampbell. Defendants Attorney.

Afterward on October 3rd A.D. 1882 The Following Entry was filed with the Clerk of Said Court which reads as Follows. To wit:

Entry
4019

The Farmers Bank
Vs.
Ralph Moffitt & Henry Stalder.

This day came the plaintiff. by its Attorney and thereupon came J. S. McCampbell 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 the 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 Two Hundred and Twenty six and 32/00 Dollars. It is therefore considered and adjudged by the Court that said plaintiff do recover of said defendants the said Sum of Two Hundred and Twenty six and 32/00 dollars So as aforsaid confessed to be due Together with costs of suit herein to be taxed and within interest to be computed at the rate of Eight percentum 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: J. D. Bergner. Clerk.

Pleas before his Honor John A. Price 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 and tenth Judicial District on the 11th day of September A.D. 1882. The Following Petition and answer in Cognovit was filed with the Clerk of said which reads as Follows To wit:

Petition and answer in Cognovit
4112.

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

The Peoples National Bank of Bellefontaine Plaintiff
Vs.
J. H. Giffin Defendant.

The Plaintiff says that it is a Corporation organized under the laws of the United States for the purpose of and that it is now doing business in the State of Ohio under the name and Style of the Peoples National Bank and is located at Bellefontaine Ohio. The above named Plaintiff further says that there is due to it from J. H. Giffin Defendant on a Promisary note made by the defendant dated the 7th day of February A.D. 1882. which note with the warrant of attorney thereto annexed is hereto attached. the sum of Three Hundred Dollars. with interest thereon

Affidavit

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Answer
4112

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Entry
4112.

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At 8% per cent Per annum from the 8th day of February A.D. 1882. 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 indorsements thereon Whereupon the Plaintiff asks Judgement against said Defendants for the sum of Three Hundred Dollars with interest at 8 per cent per annum from the 8th day of February A.D. 1882 and for costs.

Affidavit

The State of Ohio }
Logan County S.S. } Robert Lamb, being duly Sworn Says that he is the Cashier of the above named Plaintiff Bank and that he believes the Statement in the foregoing Petition to be true.

Robert Lamb.

Subscribed by Robert Lamb in my presence and Sworn to by him before me this 14th day of September A.D. 1882.

Thos J Boswell.
Notary Public in and for Logan Co Ohio.

Note

$300.00 One day after date for Value received we jointly and Severally Promised to pay The Peoples National Bank of Bellefontaine Ohio or order Three Hundred Dollars with Interest at 8 percent per annum after Maturity until paid Payable at The People's National Bank of Bellefountaine 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 Judgement for the said amount Interest and Costs 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 Privileges 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 said Release in Such Judgement. Witness our hands and Seals this 7th day of February A.D. 1882.

Due Sixty 7th A.D. 1882.

J. W. Giffin. Seal

Answer
4112

The Peoples National Bank of Bellefountaine Ohio
vs.
J. W. Giffin.

In Court of Common Pleas
of Union County SS.

And now come J. W. Giffin the above named Defendant by the Undersigned 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 Plaintiff the holder of the note described in Plaintiffs Petition, and against the above named Defendant, for the Sum of Three Hundred & fourteen Dollars and 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 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.

John M. Brodrick atty for Def't.

September 15th A.D. 1882.

Afterwards on the 25th day of Sept. A.D. 1882. The Following Entry was made on the Journal by the clerk of said Court which reads as follows to wit;

Entry
4112.

The Peoples National Bank of Bellefountaine Ohio
vs.
J. W. Giffin.

This day came the Plaintiff by West Walker & West its attorneys and thereupon came John M. Brodrick one of the attoornies 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 $314.05/100. It is therefore considered that said Plaintiff do recover of said Defendant the said Sum of $314.05/100 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: J. L. Bergner. Clerk.

Pleas before his Honor John A. Price Judge of the 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 and the Fourth Judicial District on the 11th day of September A.D. 1882. Heretofore To Wit: on the 24th day of August A.D. 1881 The Following Transcript was Filed with the Clerk of said Court which reads in the words and Figures Follows. To wit:

Transcript from Docket of D. D. Gardner J.P.

Transcript. 3875

George Huges a Minor by P. R. Kerr. his Guardian to the Said Plaintiff.

Vs.

Susan Adams. Defendants.

Before D. D. Gardner a Justic of the Peace in and for Claibourne T.P. Union County Ohio No 93 July 11th 1881. The Plaintiff George Hughs a minor the age of 14 years filed a bill of particulars which is in Substance as Follows: The Plaintiff Avers in Said bill that he is the Son of one Henry Aughs whos name has been duly recognisited according to law. and who was in the habit of reconing That the Defendant having full Knowledge of Said facts did sell and furnish to said Henry Aughs intoxicating liquors Thereby ~~rendering~~ rendering him unfit to provide for and take proper Care of him the said Plaintiff Wherefore he avers he was Sustained damages to the amount of $ 300.00 for which he Claims Judgement. Plaintiff appeared in Court and Stated that he was 15 years of age. That he desired P. R. Kerr to be appointed Guardian for him in this Case Whereupon he appointed the said P. R. Kerr who came and accepted Said appointment and filed his consent in writing and acknowledged himself responsible for Costs in Case Said Cause Should be dismised. Issued Summons in the above Cause requesting the Defendant Susan Adams to appear on the 14th day of July 1881 at 9 Oclock A.M. and deliver the Same to Wm. H. Robinson Constable. July 14th 1881 Summons returned indorsed as follows- Rec'd. this writ July 11th 1881 and Served the Same on the Same day by copy on Susan Adams personaley Wm. H. Robinson Const. July 14th 1881 The parties appeared and on Motion of Plaintiff Said Cause was Continued until the 21st day of July 1881 at 10 o'clock A.M. July 21st 1881 Parties appeared at the time set for trial Plaintiff demanded a Jury. and the following named Jurors were Selected by the Parties to wit: S. Walker H. J. Perry Morgan Young Wm. Bingner Isaac Cowgill. and C. C. Bishop and cause was further Continued until the 25th day of July 1881. at 9 oclock. A.M. July 22nd 1881. issued Summons for the abov named Jury to appear on the 25th day of July 1881 at 9. A.M. and delivered Same to Wm. T. Jones Const. July 23rd 1881 Deposition of Maggie McGrevy filed by Plaintiff. Issued Supena for Plaintiff for the following named Witnesses to wit- Mary Hickman Joseph Williams. H. Browning. Martha Browning Charles Hughes John Cramer John Walters. Wm. H. Robinson George Hughes July 25th 1881 Summons for Jury returned indorsed as follows Personally Served S. Walters

H. J. Perry. Ma
Supena returne
Mary Hickman
Cramer. W. H.
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Hattie Hughs.
Sworn To wit:
Parties having a
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Petition 3875

A. J. Perry. Morgan Young. Wm Burgner. Isaac Cowgill. Charles O. Bishop. W. T. Jones Const. Supenia returned indorsed Served the within Supenia on the following witnesses by reading Mary Hoffman Joseph Williams. Henry Browning. Martha Browning. Charles Hughs. John Cramer. W. H. Robinson Geor. Hughs. Not found" A. T. Jones Const.= Issued Supenia for following Witnesses on behalf of Dft. To wit: Geo Thomas and one Sup for Dfft. for Kattie Hughs. The following named Jurors appeared and were duly Empannelled and Sworn To wit: S. Walker. C. O. Bishop. Hugh J. Perry. Wm Burgner. Isaac Cowgill. and said Parties having agreed to try the Cause with the abov named Jurors said Trial proceeds the following named witnessed were Sworn and Examined on behalf of Plaintiff to wit; Joseph Williams. Henry Browning. Martha Browning Chas Hughs. John Cramer W. H. Robinson and for Dft. Susan Adams, Emma Adams George Thomas, and after Swearing the witnesses in the Cause and arguments of Counsel The Jury retired and returned with the following Verdict= To wit: We The Jury do Find the Claim Set fourth in Plaintiffs Bill of particulars True. and do assess his damages in the Premises at $75-00 Wm Burgner Foreman." Whereupon and in accordance with said Verdict it is by mconsidered this 25th day of July 1881. That The Plaintiff P. R. Kerr as Guardian of George Hugh. recov of the Defendant Susan Adams the said Sum of Seventy five dollars and the costs Taxed herein at $20 45.

D. D. Gardner Justice of the Peace.

Bond

July 30th 1881 Appeal Bond filed of which the following is a Copy' Judgement before D. D. Gardner J. P. Thereas on the 25th day of July 1881 the said George Hughs by his Guardian obtained a Judgement against the said Susan Adams on the Docket of D. D. Gardner J. P. for Seventy five Dollars & costs Taxed at 20 45 and the said Susan Adams intends to appeal therefrom to the Court of Common Pleas of Union Co. Ohio Now Therefore I Peter Kinnigar of Richwood Union Co Ohio hereby promise and Undertake in the Sum of Two Hundred Dollars that the said appelant if Judgement be adyudged against her on the appeal will Satisfy Such Judgements & Costs and also that said appelant will prosecute her appeal to Effect and without unnecessary dreay.

P. P. Kinnigar

Executed & acknowledged before me this 30th July 1881 D. D. Gardner J. P.

Certificate

State of Ohio Union county SS. Claibourn T. P.

I Hereby Certify that the abov is a true and Correct Transcript of the Proceedings had by and before me at my Office in said T. P. in the abov entitled Cause.

D. D. Gardner J. P.

Justice costs Index 10 Summons 25 filing Papers-14. 70 Panna Jury 40 Docket motion 100. 3 Sup 11. Per. 115. Swearing 11 Wit. 55. Contumacy 20. adyournments Satisfaction 20 Venia for Jury 40. Summg for Jury 25. Trying Jury Case 100. Appointing Guardian 40. Appeal Bond filing & Recording 75. Transcript-1200 words 175 Certificate 25. $ 9.55. Court. Costs, Summons 70 Sam Jury 100 attending Trial 1.00 3 Sup 11. Per. Mileage 2.25. $ 4,95. Jurys Fee $ 2 00. Justice Fees. Deposition. M. McGuy $ 22 J. Williams 50. H. Browning 50. Martha Browning 50 Chas Hughes 50. John Cramer 50 John Walters 50 Wm Robinson 50 Geo Thomas 50.

Total costs before Justic $ 23.25/100

Afterwards on the 29th day of October A. D. 1881. The following Petition was Filed with the Clerk of said Court which reads as follows. Viz;

Petition

3875-

George Hugh By P. R. Kerr his Guardian.
ad. Citem Plaintiff.

V/S.

Susan Adams Defendant.

Court of Common Pleas Union County Ohio.

The Plaintiff complains of the Defendant for that on or about the 3rd 4th 5th days of May 1881 the said Defendant did unlawfully sell and furnish intoxicating

Liquors to one Henry Hughes to be drunk by Said Henry Hughs on the premises Where Sold. also that on or about the 1st of July 1880. and on or about the 1st of March 1881 Said Defendants Sold and furnished intoxicating liquors to Said Hughs to be drunk by Said Hughs that Said Henry Hughes was a person in the habits of getting intoxicated and that Said Defendant well Knew that fact. that all of Said Sales so made to Said Hughs by Said Defendant unlawful That on the 23rd day of Sept. 1875 one Mattie Hughs the Mother of the Plaintiff and the wife of the Said Henry Hughs gave notice according to law to all Liquor Dealers not to Sell any Intoxicating Liquors to Said Henry Hughs by causing his name to be placed upon the Register of the Township Clerk in Claibourne Tp Union County O. Soc pursuance to the Provisions of the Statute in Such Cases made and provided. That Said Susan Adams was at the time of the Sale and furnishing of Liquors to Said Hughs Complained of herein the Keeper of a Saloon in Richwood in Said Township of Claibourn. The Plaintiff Says he is the Son of Said Henry Hughs and that he is a Minor of the age of 15 Years and has Several Years ago lost one of his legs and was wholy Dependant upon his Father for his Support That Said Henry Hughs Drank the intoxicating Liquors So Sold and furnished to him at the times aforesaid and at divrs other times before and since Said dates. and become Greately intoxicated thereon and by reason of Said intoxication and while thus intoxicated he beat and drove the plaintiff from his home in the night and by the use of a Club and ax Drove Said Plaintiff out in the Snow in his bare feet and Compelled him to take refuge at a Neighbors home and with threatning and Violence otherwise ill treated the Plaintiff. The Plaintiff Says that his Father the Said Henry Hughs was a Barber and able to earn when Sober and able to to attend to his business a good Support for Said Plaintiff or his Child and did So and when he was drunk or when he was drinking he neglected his business Squandered his money and failed entirely to feed or Clothe the Plaintiff or contribute any thing thereto and that by Reason of the intoxication of his father the Said Henry Hughs caused as aforesaid by liquors Sold and furnished as aforesaid by the Defendant he has been injured in his person and means of Support in the Sum of $3000 Six Damages herein Sustained for which he asks judgement.

George Hughs By

P.R. Kerr his Guardian ad. lit.

State of Ohio Union County ss.

Affidavit P.R. Kerr being Sworn Says he is the attorney for the Plaintiff in this case and that Said Plaintiff is an infant and that he believes the Statements Made and the allegations in the foregoing Petition to be true. P.R. Kerr.

Sworn to before me and Subscribed in my presence this 29th day of Oct. 1881

W.M. Winget Clerk.

Demurer 3875

Entry 3875

Answer 3875

Affidavit

Motion 3875

Afterwards on Dec 27th 1881 the following Motion was Filed with the clerk of Said court which reads as Follows To Wit:

George Hughes by his Guardian

vs.

Susan Adams Defendant.

In Court of Common Pleas Union County Ohio

Now comes this defendant by her attorneys and moves the court to require the Plaintiff to give additional Security for costs for the reason that P.R. Kerr the Plaintiff next friend who has acknowledged himself good for costs is responcible and insolvent

Afterward on the [illegible] of the clerk of George Hughes vs. Susan [illegible]

Now come for this that Afterward [illegible] plaused [illegible] Georg [illegible] vs. Susan [illegible]

Defendant [illegible] in the premises the Costs of [illegible] and adjudge

Afterward on the Jan [illegible] James Hugh [illegible]

Entry 3875.

Susan [illegible]

of defendant infant the [illegible] the court tha [illegible] excepted.

Afterward was filed [illegible] George Hu [illegible]

Susan [illegible]

Sworn to [illegible]

Afterward [illegible] James Hu [illegible]

Susan

Entry 3875

Afterward on the 27th day of Dec. A.D. 1881. The Following Demurer was filed with the Clerk of said court which reads as follows To wit:

Demurer
3875

George Hughs by his Guardian
Vs.
Susan Adams Defendant.

In the Court of Common Pleas of Union County Ohio

Now comes the said Defendant by her Attorney and demurs to Plaintiff Petition for this that said Petition does not State Facts Sufficient to constitute a cause of action

Afterward on the 9th day of May A.D. 1882. The Following Entry was Splursed upon the Journal by the Clerk of said court which reads as Follows to wit:

Entry
3875

George Hughs.
Vs.
Susan Adams.

This day this cause came on to be heard upon the motion of defendant for continuance and upon her Showing and the court being fully advised in the premises do Sustain said Motion. And upon further consideration adjudge the Costs of this Continuance against the defendant. It is therefore considered Ordered and adjudged that the Plaintiff recover of the defendant the costs of this term Taxed at $

Afterward on the 18th day of September A.D. 1882. The Following Entry was made on the Journal By the Clerk of said court which reads as Follows To wit:

Entry
3875.

James Hughs By P.R. Kerr Guardian.
Vs.
Susan Adams

This day this cause came on to be heard upon the motion of defendant to require the plaintiff to secure the costs because he is the Guardian of an infant the same being argued by Counsel and the Court being fully advised in the premises the court therefore overrules said motion. To which ruling the defendant then and there excepted.

Afterward on the 15th day of September A.D. 1882 The Following answer was filed with the Clerk of said court which reads as Follows To wit:

answer
3875

George Hughs By P.R. Kerr his Guardian Plaintiff.
Vs.
Susan Adams Defendant.

In Union County Common Pleas court.

The Defendant Susan Adams for her answer Says: She does not Know whether the said George Hughs is the son of said Henry Hughs and She therefore denies the same She further answering says That She denies Each and Every allegation and averment in said petition contained

J. Cameron and T.B. Benton attys.

Affidavit

State of Ohio Union County ss:
Susan Adams being duly Sworn appears and says that She facts Stated and allegations made herein in her foregoing answer are true as she verily Believes

Susan Adams

Sworn to before me by Susan Adams and by her Signed in my presence this 15 day of Sept 1882

J.C. Burgner Clerk
By M. M. Minget Dept.

Afterward on 18th day of Sept. A.D. 1882 The Following Entry was made on the Journal By the Clerk of said court which reads as follows To wit:

Entry
3875

James Hughs by his Gardian
Vs.
Susan Adams

This day this cause came on to be heard

Upon the Demurrer to plaintiff petition and the same being argued by counsell and the Court being fully advised in the premises the Court therefore overrules said demurrer to Which ruling the defendants then and there excepted
Afterward on the 13 day of Sept., 1882. The following Entry was made on the Journal By the Clerk of Said Court Which reads as Follows To wit:
George Heighs
Vs
Entry 3875. Susan Adams

This day this cause came on to be heard upon the Petition of the Plaintiff and answer of the defendant and thereupon came a Jury to wit. E. B. Thornton Samuel McAdow D. Pickmore. James Cooley. J. T. McCullough Miller Degard. John Laine. John. O. Hariman John A. Morrow regular Jurors and L. A. Warbs. A. Freeman Esq Jurors Elmo Clemment Talis Jurors. Who being duly impannelled and Sworn and upon hearing the proofs and allegations of the parties the arguments of Counsel and the Charge of Court retired to their room for deliberation and awarded to Wit: on the Same day the Jury returned into Court and reported in writing their Verdict as follows: George Heighs By his Guardian Plaintiff.

Vs.

Susan Adams Defendant.

We the Jury in this case being duly Empannelled and Sworn do find and say that we find for the Plaintiff and Assess his Damages at $ 50cc D. Pickmore Foreman.
Afterward on the 15th day of Sept., A.D. 1882. The following Motion was Filed with the Clerk of Said Court Which reads as follows To wit:
George Heighs. by his Guardian.

Motion. 3870. Vs.

Susan Adams.

State of Ohio Union County S.S.

The defendant moves the Court to Set aside the Verdict in this cause and grant a new trial for the following reasons. There was irregularity in the proceedings of and of the Court in the trial of this case, and an abuse of discretion whereby the plaintiff was prevented from having a fair trial accident and surpris which ordinary prudence could not have guarded against the said Verdict is not sustained by the evidence and is contrary to law There was error of law occurring at the trial and excepted to by the party making the application that petition did not and does not State fact sufficient Cans of action.
Afterwards on the 4th day of October A.D. 1882. The following Entry was made on the Journal By the Clerk of Said Court and reads as Follows To wit:
Geo Heighs Plaintiff

Entry 3870 Vs.

Susan Adams Deft.

This day this cause came on to be heard on motion of Defendants for a new trial was argued by counsell and the courts being fully advised in the premises do overrule said motion It is therefore ordered and adjudged by the court that the plaintiff recover of the Deft. the Sum of 50cc and the costs herein Taxed at $ to all of which the Defendant Excepts.

Attest: J. D. Burgner. Clerk.

Pleas Before his honor John A. Price 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 and tenth Judicial District on the 1st day of September A.D. 1882. Heretofore To wit: on the 3rd day of September A.D. 1881 The following Transcript was Filed with the Clerk of Said Court which reads as Follow To wit:

Theadore A. Larue. Plaintiff
vs.
Delmore Snodgrass Defendant.

State of Ohio Union County S.S.
Paris Township in Justice Court.
Before Wesley Garrard Justice of the Peace.

We acknowledge Our Selves Security for the costs in this case Henry Sheridan, Dyer Reed. The Said Plaintiff Theadore A. Larue Claims a Jurgement Against the defendant Delmore Snodgrass in the Sum of Two hundred Dollars for that on or about the 17th day of July A.D. 1881 and before that time the Said Defendant, for hire and reward had in his possession as a Livery Stable Keeper and Under his Exclusive Control a horse belonging to Said Plaintiff & Valued at Two Hundred Dollars. To Shelter And feed and Care for. That while Said Defendant had Said horse in his Care as aforesaid, and the day aforesaid through the Gross Carelessness and negligence of Said defendant, and his Agent Said horse was placed or tied on a Platform or place in or about Said Stable that was dangerous Unsafe, and without Sufficient protection; That While Said horse in Said dangerous places or on Said platform he fell through or Stepped off Said platform and fell a distance of ten feet, or more, and was killed, to the damage of Said Plaintiff, as aforesaid, that but for Said gross negligence and Carelessness, on the part of Said defendant and his agents Said damage would not have been done T. A. Larue. Bill of particulars filed July 30" 1881.

July 30" 1881. Summons issued, and delivered to Samuel Bonnett Const. Returnable Aug 3rd 1881 at 9 A M. Summons returned to wit: Received this writ July 30" 1881 and Served the Same day by delivering a Certified Copy of this writ with indorsements thereon to the within named defendant. Const., Fees. Serv. 25. Mileage 20 Copy 25;= $0.70 Samuel Bonnett, Const. By Ag Agreement of Plaintiff and Defendant this case is Continued Until Wednesday Aug 10" 1881 at 9 A. M. Aug 9th 1881 Issued a Subpeona on the First part for D. H. Vanwinkle, Henry Sheridan. J. J. Morlock Dyer Reed. Marion Johnson. H. J. King. Henry Mitchel and delivered to Samuel Bonnett. Const; Aug 10" 1881 Subpeona returned to wit aug 9" 1881 I received this writ and afterward. served by reading on aug 9th 1881 to Henry Sheridan J. J. Morlock. Marion Johnson H. J. King. Henry Mitchel. Frank Gibson Each one mile distant. Fees Mileage 6 miles 15¢ Served on Six wit: 75¢ = $1.20 Samuel Bonnett Const., Aug 10" 1881 Witnesses forsaid H. J. King Henry Sheridan Henry Mitchell. Frank Gibson J. J. Morlock. Aug 10th 1881. Dell Snodgrass. being this cause is continued by agreement of the attorneys in this case until Tuesday August 15" 1881 at 1 o'clock P.M. August 10" 1881 Issued Subpeona on the first part for Dyer Reed. D. H. Vanwinkle and delivered to Samuel Bonnett Const. Aug 15th Subp. returned to wit; Received this writ aug 13 and Served the Same day by reading to Dyer Reed and D. H. Vanwinkle Const. Fees Mile 25. Serv 35= $060 Sam Bonnett Const. Aug 15th 1881 Issued Subpena for defence for Frank Guy James M. Welsh John Flack. John Maloy Law Jurnes & L. C. Manly. Aug 15" 1881 Subpeona returned to wit. Received this writ aug 15" 1881 and Served

by reading to John Randall and John Wearr. Const. Fees Mile 25 Serv 35 = $0.50 Sam Bonnett Const. Aug 18th 1851 Subp returned to writ Aug 18th 1851 Served by reading to Frank Guy. John Malory. Low Turner & C. Welty Const. fees Mile 11 38 cts Serv 11 Writ = 35 = $0.90 Sam Bonnett Const. Aug 20th 1851 Issued Subpoena for defense for Jas M. Welch and John S. Fleck. Aug 22 "51 Subp returned to writ Received this writ Aug 20th and Served the Same on the within named John S. Fleck and James M Welch by reading. Const, fees Serv 35, Mile 25 $0.50 Sam Bonnett Const. Aug 18th 1851 Plaintiff and defendant and their Attorneys present The defend made a Motion to the Court that the security for costs was not Sufficient and that the Court required additional Security for costs, which Motion I entertained and Dyer Reed Bound as additional Security Defendant demanded a Jury. The following persons were legally elected as Jurors. and a Venire issued for the same and delivered to Sam Bonnett. Const. Venire returned Aug 20 1851 to writ Aug 18th 1851 Received this writ and served by reading personally to David Clement Wm Goff Samuel McCampbell. Andrew Keys James A. Henderson George Miller. Const. Fees on Venire Serve 100 Mileage 115 = $1.65 Sam Bonnett Const. By agreement of both parties the trial is Continued until August 23rd 1851 at 1 o'clock P.M. Witnesses present Henry Sheridan J. J. Moreloak Marion Johnson A. J. King Henry Mitchell Frank Gibson Dyer Reed, S. W. Vanwinkle, John Randall John Wearr. Frank Guy John Malory. All the witnesses present are notified to appear Aug 23rd 1851 at 1 o'clock P.M. without further notice.

Aug 23rd 1851 Plaintiff and Defendant present with their attorneys the following Jurors present and being empanelled and Sworn David Clement Wm Goff, Samuel McCampbell Andrew Keys, James A. Henderson, George Miller. The following Witnesses are present and Sworn on the first part Henry Sheridan J. J. Moreloak, Marion Johnson A. J. King Henry Mitchell Frank Gibson. Dyer Reed S. W. Vanwinkle John Randall John Wearr. After the Examination of Witnesses, and reading of Deposition the first part rested The following Witnesses were present, and Sworn on the second part after the Examination After the Examination of Witnesses rested. Theodore A. Laine and Delmore Snodgrass were Sworn and Examined after the Arguments of the attorneys the case was Submitted To the Jurors. After deliberation the Jury returned with the following Verdict. We the Jury find for the Plaintiff the Sum of one Hundred and fifteen dollars and Costs Andrew Keyes Foreman. The defendants attorney gave notice of an appeal. The Plaintiff Theadore A. Laine paid the Jury fee $3.00 of which I Paid fifty cents to Each Juryman. Justices Fees W. Garard, Issue Bill 5 Sum 25 file 5 Continuance 20 Issue Dep 05 Subp 35 file 05 Subp 30 file 05 Continue 20. Subp 30 file 05 Continue 20. Subp 35 file 05 Subp 30 file 05 Venire 40 file 5. Swear 13 Witnesses 55 Swear 4 Writ 20 Transfer Judge 13 Jury 40 Sitting in Jury Trial 1.00 Recognizing Security for Costs 40 Appeal bond 40 Record 1500 words. 2.25 Transcript 2.25. Certifying Docs 25 = $11.55. Sam Bonnett Const. fees. Fees on Summons 70. Fees on Subp 1.20 Attendance $1.00. Subp 90 Subp 50 Venire 1.40 Subp 50 Subp 50 = $7.05. Justices Fees in full (Wesley Garard) $11.55. Constable fees in full Sam Bonnett 7.05. Jury Fee 3.00 Witness fees J. J. Moreloak 1.50 A. J. King 1.50. Henry Sheridan 1.50. Henry Mitchell 1.50 Frank Gibson 1.50 Marion Johnson 1.50 S. W. Vanwinkle 4.00 John Randall 1.00 John Wearr 1.00 Frank Guy 1.00 Dyer Reed 1.00 Low Turner 1.00 James M. Welch 50 John Malory 1.00 Total costs $41.10

Judgement before Wesley Garard J.P.

Appeal Bond
Theadore A. Laine
vs.
Delmore Snodgrass

Whereas on the 23rd day of Aug A.D. 1851 the said

Petition 3885

Affidavit

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Theadore A. Laune obtained a Judgement against the said Delmore Snodgrass on the docket of the said Wesley Garrard J.P. One Hundred and fifty Dollars and costs Taxed, and the said Delmore Snodgrass intends to appeal therefrom to the Court of Common pleas of Union County. Now therefore I. Delmore Snodgrass and W. B. Anderson of said County and Township do hereby pursuant to the Statute in such case made and provided promise and Undertake that the said appellant if Judgement be adjudged against him on the appeal will Satisfy such Judgement and costs not Exceeding three hundred & thirteen dollars And I do also Undertake in said last Mentioned sum that the said Appellant will prosecute his appeal to effect and without unnecessary delay

Delmore Snodgrass [seal] W. B. Anderson [seal]

Executed and Acknowledged before me and and Surety approved this 30th day of August A.D. 1881 Wesley Garrard J.P.

The State of Ohio Union County ss.

I do hereby Certify that the above is a full and true Copy from my Docket of the proceedings had by and before me at my Office in said Township in the above Action. Wesley Garrard J.P.

of The Township aforesaid

Afterward on 16th day of September A.D. 1882 The Following Petition was was Filed with the Clerk of said Court which reads as Follows To wit:

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

Theodore A. Laune. Plaintiff

vs.

Petition 3883 Delmore Snodgrass. Defendant.

This cause comes into this Court by way of appeal from Wesley Garrard. Justic of the Peace Union County Ohio The said plaintiff for cause of action herein against the said defendant says That on and before the 17th day of July A.D. 1881 the said defendant was engaged in the Business of Keeping a Livery Stable in the Village of Marysville in said County - that while said Defendant was so Engaged in said Business. said plaintiff placed in his care and Keeping a horse of the Value of Two Hundred Dollars which said Defendant for hire and reward, was to Shelter, feed and care for - that while the said defendant had said Horse in his care as aforesaid and on the day aforesaid through the gross carelessness and negligence of said Defendants and his agents said horse was placed or tied on a platform or place in or about said Stable that was Dangerous. unsafe. and without Sufficient protection - That while said Horse was in said dangerous place or on said platform he broke through and fell a distance of ten feet or more to the ground and was killed to the damage of the said plaintiff in the Sum of Two Hundred dollars Wherefor said plaintiff asks Judgement against the said Defendant for the Sum of Two Hundred Dollars his damages so as aforesaid sustained;

The State of Ohio Union County ss.

Affidavit Theodore A. Laune being first duly Sworn according to law says the facts Stated and allegations in the foregoing petition are true as he verily believes.

T. A. Laune.

Sworn to before me and subscribed in my presence this 16th day of September A.D. 1882.

H. H. Wright. Clerk

By H. C. Wright Deputy.

Afterward on the 10th day of December 1881 The Following Answer was Filed with the Clerk of Said Court: Which reads as Follows To Wit:

The State of Ohio
Union County ss.
Theodore A. Lee Plaintiff.
Vs.
Delmore Snodgrass Defendant.

Answer 3885.

To The Court of Common Pleas.

The Said Defendant for answer to the petition of the Said plaintiff Says: He admits that he is the Keeper of a Livery Stable and that plaintiff left in his care a horse to be Kept and Fed= But this defendant denies each and every allegation and averment in said petition contained and not herein admitted. Wherefore the said defendant asks that he may go hence and recover his costs.

The State of Ohio
Affidavit Union County ss.

Delmore Snodgrass defendant being first Sworn says the facts and Allegations contained in his foregoing answer are true as he Verily believes

Delmore Snodgrass.

Sworn to Before me by Said Delmore Snodgrass and by him Signed in my presence This 25th day of November 1881. W. W. Wright Clerk.

Afterward on the 9th day of May A.D. 1882. The Following Affidavit was filed With the Clerk of Said Court Which reads as Follows, To wit:

Theodore A. Lee Rue. Plaintiff
Vs.
Affidavit Delmore Snodgrass Defendant.

State of Ohio Union County ss:
Before the Court of Common Pleas=

Delmore Snodgrass being first duly Sworn Says that one B. Mason is a Material Witness for him upon the trial of this Case, without whos Testimony and for want there of he Cannot Safely proceed to trial. That about the time of the accident to the horse Mentioned in the petition Said B. Mason was here in Marysville on Business that required him to Stay but a Short time Said B. Mason was as is engaged in the Business of painting Iron roof buildings in his his Business is traveling from Place to place That affiant did not learn of the Materiality And importance of the Testimony of Said Witness until recently And Since he did learn he has Written letters and made inquiry of Parties likely known of the residence and whereabouts of Said Mason And Where his Deposition might be taken But by reason of said Mason being Traveling affiant has been unable to get learn when the deposition of the Said Mason could be taken But this affiant has Since this time of Court Commenced for the first time learned that Said Mason lives at Ashland, Ashland County Ohio But the affiant Since learning the residence of the said Mason has not had time to learn Whether Said Mason is now at home or away traveling on his business or to give notice and take his Deposition Affiant has now learned the Where bouts of Said Mason and hopes and Expects to be able to procure his evidence by the next term of this Court to which time he asks this Cause to be Continued. This application for Continuance is not for delay Merely but for the purpose of Justice

Delmore Snodgrass.

Sworn to before me by Said Delmore Snodgrass and by him signed in my presence this 10th day of May 1882

D. R. Burgner Clerk.

Entry 3885

Petition and ans. in Cognovit

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Afterward on the 27th day of June A.D. 1882. The Following Entry was made on the Journal By the Clerk of Said Court; Which reads as Follows To wit;

Entry 3885

Theodore A. Lorne
Vs.
Delmore Snodgrass

This day this Cause Came on to be heard and upon showing of the Defendant it is ordered Continued at his Costs for the term. It is therefore ordered and adjudged by the Court that the Plaintiff recover of the Defendant his Costs Expended herein this May Term 1882.

Afterward on the. The Following Entry was Made on on the Journal By the Clerk of Said Court Which reads as Follows To wit;

Theodore A Lorne
Vs.
Delmore Snodgrass

3885

This day Came the Parties also Came the following named Jurors To wit; A. Thompson, B. K. Thornton, Samuel McAdow, David Shadmore, John Law, John Hamman, John C. Morrow, Howard Bixby, A. Fitzsimmons, B. K. Keyes, as regular Jurors and Thomas Hogan and Kirby Thomas Talles Jurors were duly Empanneled and Sworn. Whereupon after hearing the Evidence arguments and the charge of the Court retired to their room in charge of the Sheriff for Consultation, and now Come Come the Jury into Open Court with their Verdict in writing Which reads as Follows, We the Jury in this case being duly empanneled & Sworn do Find for the Defendant B. K. Keyes Foreman,

The Jury in this case having at a former day of this Term an singing of damages for the Plaintiff found a Verdict in favor of the Defts, It is therefore Considered ordered and adjudged by the Court that the Defts, D. Snodgrass recover of the Plff, T. A Lorne his costs herein Expended Taxed to Blank $.

Attest: J. D. Burgner, Clerk.

Pleas before his Honor John, A. Price 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 and Tenth Judicial District on the 11th day of September A.D. 1882. The Following Petition and Answer in Cognovit. Was Filed with the clerk of said Court Oct. 3 1882 Which as follows To wit;

Petition and ans. in cognovit

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

The Farmers Bank, Plaintiff.
Vs.
William Heston and
William Dyer Defendants;

Plaintiff Says; that it is a partnership doing business in the State of Ohio and Unincorporated. That the Defendants William Heston and William Dyer on or about the 8th day of November A.D. 1881 Executed and delivered to the said plaintiff their Promisary Note of that date, Together with a Warrant of attorney which Promisary Note and warrant of attorney are hereto attached Marked Exhibit A. and made a part of this Petition.

Said Plaintiff. Further says that said Promisary Note is due and Unpaid, that it is the legal Owner and Holder thereof, and that there is still due & thereon from said Defendant the sum of one Hundred and Thirty Four Dollars and Twenty Two Cents with Interest at the rate of Eight per centum per annum from the Twentieth day of May A.D. 1882 Payable Annually. Wherefore the Plaintiff asks Judgment against said Defendants for the sum of One Hundred and Thirty Four Dollars and Twenty Two Cents with Interest thereon at the rate of Eight Percentum per annum from the 20th day of May A.D. 1882 Payable Annually and for costs of Suit.

Affidavit

The State of Ohio
Union County ss:

John M. Broderick 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 Statement contained in the foregoing Petition are true in Substance and in fact.

John M. Broderick

Sworn to by said John M. Broderick before me and by him Subscribed in my presence this 3rd day of October A.D. 1882,

Marysville Ohio Nov 18th 1881

Note

$150.00 Ninety Days after Date we Principal Debtors, We Jointly and Severally promise to pay to the Farmers' Bank at their Office in Marysville One Hundred & Fifty Dollars for Value received.

And We hereby dispence with the demands 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 favour 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 18th day of Nov. 1881

William Auston (Seal)
William Styer (Seal)

Warrant of Attorney on Cognovit

The State of Ohio
Union County ss
The Farmers Bank Plaintiff.
vs
William Auston and
William Styer, Defendants.

For the Court of Common Pleas.

Answer $120

By Virtue of the Warrant of Attorney Attached to the foregoing Petition A. J. D. McCampbell 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 Farmers Bank Plaintiff against said William Auston and William Styer, Defendants; and waive the Issuing and Service of Process therein and confess a Judgement in favour of the said The Farmers Bank against said William Auston and William Styer for the Sum of One Hundred and Thirty Eight Dollars and nineteen cents Damages, being the Amount appearing due for Principal and Interest on said Promisary Note and also for Costs of Suit and do hereby release all errors and waive all right of Appeal

A. J. McCampbell
Pltfs Atty.

Entry $130

The Farmers
vs
William Auston &c

J. D. McCampbell Attorney &c
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Warrant of Attorney on Cognovit

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Entry
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The Farmers Bank
vs.
William Hosbor & William Myers.

This day came the Plaintiff by its attorney and therefore came J. S. McCampbell 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 the Appearance of said defendants herein and by virtue of the Said Warrant of Attorney confesses that there is due from said Defendants to said Plaintiff as is alleged in said Plaintiffs petition the Sum of One Hundred and Thirty Eight and 17/100 Dollars. It is therefore Considered and adjudged that said plaintiff do recover of said Defendants the said Sum of One Hundred and Thirty Eight and 17/100 Dollars 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 to file a petition in error as Dated

Pleas Before his Honor John A. Price Judge of the 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 and Tenth Judicial District on the 11th day of September A.D. 1882. The following Petition and answer in cognovit was Filed with the Clerk of said Court Sept. 11th 1882 Which reads as Follows To wit:

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

Fullington Phellis & Woods
vs.
John C. Price, O. M. Booth & R. T. McAllister.

Petition and ans. in cognovit

Civil action For money only.

Fullington Phellis & Woods. Partners. The above named Plaintiff say that there is due to them from John C. Price O. M. Booth, and R. T. McAllister Defendants on a Promisary note Made by the Defendant John C. Price O. M. Booth & R. T. McAllister. dated the 28th day of February A. D. 1882. Which note with the warrant of Attorney thereto annexed is here to attached, the Sum of Fifteen Hundred Dollars, With Interest thereon at Eight Percent from the 28th day of June A.D. 1882. 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 judgement against Said Defendant for the Sum of Fifteen hundred and Sixty five Dollars, and 55 cents with interest at Eight per cent from the 11th day of September A.D. 1882.

The State of Ohio
Union County ss.

A. C. Fullington Agent of the above named Plaintiff duly authorized in the Premises being duly Sworn Says that he believes the Statement in the foregoing Petition to be true. He further Says that the said action is for money only on a Promisary note in my Possession. W. C. Fullington.

Subscribed by R. M. Henderson in my Presence and Sworn to by him before Me. this 11th day of September A.D. 1882.

J. C. Burgner. Clerk
By W. M. Huggett Dep'y.

Note

Marysville Ohio Feb. 25th 1882.

$1500" Four Months after date we Principal debtors Hereby and Severally promise to pay to the order of Burlington Phillis and Woods Fifteen 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 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 Feb 1882

John. C. Price Seal.
C. M. Scott. Seal.
R. F. McAllister. Seal.

Answer

Burlington Phillis & Woods:
Vs.
John. C. Price. C.M. Scott.
and R. F. McAllister.

In Court of Common Pleas.
Union County O.O.

Now into Court John. C. Price, C.M. Scott & R.F. McAllister. 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 defendant for the Sum of Fifteen Hundred and Twenty five Dollars and 55 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 Sept. 11th 1882 A.T. Carpenter Attys for Defts.

Afterward on the 11th day of Sept. A.D. 1882 The Following Entry was made on the Journal By the Clerk of said Court which reads as Follows To wit;

Entry

Burlington Phillis and Woods.
Vs.
John. C. Price C.M. Scott and
R. F. McAllister.

This day came the Plaintiff by their 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 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 $1325.55/100 Dollars 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: J. L. Bergner. Clerk.

Petition

Affidavit

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Was Before his Hono John A. Price 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 and Tenth Judicial District on the 11th day of September A.D. 1882. The Following Petition and cognovit was filed with the Clerk of said Court Which reads as Follows To wit:

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

James S. Reed. R. H. Johnson. James A. Reed.
& Henry Towe. Partners as the Marion County Bank

Petition
H 111

vs

Richard Fahey

Civil action For money only.

James S. Reed, R. H. Johnson, James A. Reed and Henry Towe, Partners doing Business under the firm name & Style of the Marion County Bank the above named Plaintiffs say that There is due to them from Richard Fahey the Defendant on a promisory note made by the Defendant dated the 12th day of July A.D. 1881. Which note with the warrant of attorney Thereto annexed is hereto attached the Sum of Two Hundred Dollars and Cts With interest thereon at 8 per cent per annum from the 12th day of October A.D. 1881, The Plaintiffs further Say that they are legal owners and holders of said Note that the Same is due and Wholy Unpaid.

II And for a second cause of action the above named plaintiffs say that there is due to them from Richard Fahey the defendant on a promisary note Made by the defendant dated the 17th day of September 1881 which note with the Warrant of attorney thereto annexed is hereto attached the Sum of one Hundred Dollars With interest thereto at Eight per cent per annum from the 17th day of November 1881. The plaintiff further say that they are the legal owners and holders of said note & that the same is due and Wholy Unpaid, Wherupon the Plaintiffs ask Judgement against said Defendant for the Sum of Three Hundred and Twenty six Dollars and Thirty five Cents With interest at 8 per cent from the 15th day of September A.D. 1882.

Affidavit

The State of Ohio }
Marion County ss. }

James S. Reed one of the above named Plaintiffs. being duly Sworn Says that he believes the Statement in the foregoing Petition is true.

J. S. Reed.

Subscribed by James S. Reed in my presence, and Sworn to by him before me this 14th day of September A.D. 1882

C. F. Garberson
Notary Public M. Co. O.

L. S.

$200— Six Months after date for Value received We jointly and Severally promise to Pay Marion County Bank or order at Marion Ohio Two Hundred Dollars With Interest at 8 Percent per annum after Maturity until Paid. and We hereby authorize and empower an 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 Judgement for the said amount interest and costs in favor of the legal holder indorsee or assignee hereof and release all errors which may accrue in the rendition of such judgement, and we also release the right of appeal the stay of Execution and 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 15 day of July 1881.

R. Fahey. (Seal)

$100.00 Sixty days after date, for Value received We jointly and Severally promise to pay Marion County Bank or order at Marion Ohio One Hundred Dollars with Eight Interest at 8 percent 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 Judgement for the Said Amount Interest and costs in favor of the legal holder indorsee or assignee hereof and release all Errors which may occur in the rendition 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 17th day of Sept. 1881.

R. Fahey. (Seal)

James. S. Reed. R. H. Johnson. James. H. Reed.
Henry Reed, partners Under the firm name of the Marion County Bank,
Vs.
Richard Fahey.

In Court of Common Pleas
Union County O.

Answer 41,11

And now comes Richard Fahey. The above named Defendant by the Undersigned his Attorney and waived the issuing and Service of process in this Case and Consent that Judgement be entered herein in favour of the above named Plaintiffs the holders of the note described in plaintiffs Petition and against the above named Defendant for the Sum of Three hundred & Twenty one Dollars and Thirty 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 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 on this case is hereby Waived. September 15th A.D. 1882.

Afterward on the 15th day of Sep. 1883. The Following Entry was made on the Journal By the Clerk of Said Court. Which reads as Follows To wit;

James. S. Reed. R. H. Johnson James. H. Reed and
Henry Reed, Partners under the firm name of the Marion County Bank
Vs.
Richard Fahey

Entry 41,11

This day came the Plaintiffs By Johnson & Fisher their Attorneys and thereupon came H. B. Beaton 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 $321.35. it is therefore considered that said plaintiff do recover of said Defendant the said Sum of $321.35 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: J. L. Berger Clerk.

Petition

P. C. Adams

Summons

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Year before his Honor John N. Price Judge of 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 11th day of September A. D. 1882. Heretofore, to-wit: On the 27th day of May A.D. 1882 the following Petition was filed with the Clerk of said Court which reads as follows- to-wit:

The State of Ohio, Union County, S.S. Court of Common Pleas,

William F. Wilcox surviving partner of the firm of

W. F. Wilcox & Co. Plaintiff

Petition

vs

No 4038

P.C. Adams & U.J. Case Defendants.

The said Plaintiff William F. Wilcox surviving partner of the firm of W. F. Wilcox & Co. for cause of action herein against the said defendants says: That on the 9th day of August A.D. 1881 the said defendants executed and delivered to the said F. F. Nagen & Co. their promissory note of which the following is a copy, "$100.00 Aug. 9th 1881 Three months after date I promise to pay to the order of F. F. Nagen & Co. One Hundred Dollars at Marysville, Ohio." "P.C. Adams" "U.J. Case" "Value received Due Nov. 9th 1881" "F. F. Nagen & Co." That said note is indorsed as follows: The said plaintiff as such surviving partner further says that, for a valuable consideration, the said F. F. Nagen & Co. executed, sold and delivered said note to the said firm of W. F. Wilcox & Co. before the said note was due and that the said plaintiff is now the legal owner and holder thereof; that there are no credits on said note, and no payments have been made thereon, and there is due to said plaintiffs from said defendants the sum of One Hundred Dollars with interest thereon from the 9th day of November A.D. 1881, for which sum and interest the said plaintiff asks a judgment against the defendant P.C. Adams as principal and U.J. Case as surety. Powell and Fulton Attorneys for Plff.

The State of Ohio, Union County, SS. William F. Wilcox above named being first duly sworn according to law says, the facts stated and allegations in the foregoing petition are true as he verily believes. "W. F. Wilcox"

Sworn to and subscribed before me in my presence by the said William F. Wilcox this 27th day of May A.D. 1882 "Emery J. Harkins" (Seal) Notary Public Union County, Ohio

Afterwards on the 27th day of May A. D. 1882 Summons was issued by the Clerk of said Court 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: We command you to notify P.C. Adams and Volney J. Case that they have been sued by W. F. Wilcox of W. F. Wilcox & Co. in the Court of Common Pleas of Union County, and that unless they answer by the 24th day of June A. D. 1882, the petition of the said plaintiff against them filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 6th day of June 1882.

Witness my hand and the seal of said Court this 27th day of May A.D. 1882. J. L. Burgner. Clerk.

Endorsed Injunction for money only. Amount claimed $100.00 with int from May 7. 81.

Service The State of Ohio. Union County, ss. Sheriffs Return. Received this writ May 27th A.D. 1882 at 10 o'clock A.M. and pursuant to its command I served the same on the 3rd day of June A.D. 1882 by delivering a certified copy thereof with the endorsements thereon back of the within named defendants. Service $5 Mileage $2.00 Rep. 1.00 Copy Total $3.25 John Hobrusack. Sheriff.

Afterward, on the 19th day of Sept A.D. 1882 an entry was made by the Clerk on the Journal of said Court which reads as follows-

W. F. Wilcox & Co.

vs } Petition

P. C. Adams & V. J. Case

This day this cause came on to be heard upon the Petition of Plaintiff and the evidence, the defendants though duly served with summons having failed to answer, demur or otherwise object to said petition.

On consideration whereof and the Court being fully advised in the premises finds that there is due to said Plaintiff from the said P. C. Adams as principal and the said V. J. Case as surety on the note described in said petition the sum of One Hundred and Four and 00/100 Dollars. It is therefore considered and adjudged by the Court that the said Plaintiff recover of the said P. C. Adams as principal and the said V. J. Case as surety said sum of One Hundred and Four and 00/100 Dollars with interest from the first day of the present term of this Court and his costs herein expended and that in default of payment that execution issue thereon.

Attest J. L. Burgner. Clerk.

Pleas before his Honor John A. Price 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 11th day of Sept. A.D. 1882. Heretofore, to-wit- on the 26th day of August A.D. 1882 the following petition was filed with the Clerk of said Court which reads as follows, to-wit-

Petition #094

Elza C. Davis Plaintiff

vs

James E. W. Davis, George D. Davis Mary M. D. Hines Effie E. Hines and Mary Ellen Davis Defendants.

Court of Common Pleas, Union County, Ohio.

Petition.

Plaintiff says; On or about March 10th 1882 one Elza H Davis late of Union County Ohio died testate seized in fee simple in the following described real estate, to-wit- One Hundred and Sixty acres of land, situate

In York [illegible] H. Davis was in Washing One Hundr as follows: to Elza Dav said County the north of Ninety thr thence with and a Lugo thence N. 7 Patrick- =ing Secon of deeds V in said Co indeed fo Page 268 Beginnin Survey— and a Sug at the sou Davis— to a Sugar said Surv and over indeed fr record V Beginnin Survey 120 poles N. 79½° E first line line- then containin in Wash IV Also State, Be N. 11° E. to Hoov North co 10. 112½ part of R. sold to J. 20 p. 5 98 Stake in 79½° W. 10½ W. 125

In York Township, Union County, Ohio, and on which said Elza H. Davis was living at the time of his death. Also another tract situate in Washington Township in said County and containing about One Hundred and Twenty four Acres and more particularly described as follows: I First tract as described in deed from Joseph Mullen to Elza Davis, Situate in Virginia Military survey No. 12,542 in said County of Union and State of Ohio, Beginning at two beeches in the north original line of said survey No. 12,542 north west corner of Ninety three (93) Acres of said survey conveyed to Norman Patrick— thence with the original line of said survey, S. 80° W. 160 poles to two beeches and a Sugar tree— thence S. 13° W. 96 poles to a beech and Buckeye— thence N. 78° E. 160 poles to a Lynn and two beeches S. W. Corner of said Patrick— thence with his line N. 13° E. 99 poles to the Beginning, containing Seventy two acres more or less (See Union County, Ohio, Record of deeds Vol. 6 Page 232.) II Also another tract of land situate in said survey No. 12,542 in said County and State as described in deed from Thomas Nordis to Elza Davis as recorded in Vol 12 Page 268 Union County records of deeds and described as follows: Beginning at a stake and beech in the north west corner of original survey— thence with said line north 80° E. 160 poles to two beeches and a Sugar tree— thence N. 13° E. 96 poles to a beech and hickory at the southwest corner of seventy two acres of land deded to Elza Davis— thence with the line of Jonathan G. Mullen's land 160 poles to a Sugar tree and a beech— thence with the original line of said survey 100 poles to the place of beginning containing Eighty seven and one half acres more or less. III Also another tract as described in deed from W. H. Platner to said Elza H. Davis recorded in said record Vol. 26 P 588 and bounded and described as follows: Beginning at two Beeches and a stake S. E. Corner to Robert Dugans survey No. 10,938— thence with the line of said survey N. 10½° W. 120 poles to a stake and stones in said line, and thence at right angles N. 79½° E. 67⅔ poles to a stake and stone— thence parallel with the first line S. 10½° E. 120 poles to a stake and stone in the Greenville Treaty line— thence with said line south 79½° W. 66⅔ poles to the beginning containing fifty acres and being part of R. Davis survey No. 10,938 in Washington Township.

IV Also another tract of land in said survey County and State. Beginning at four Beeches north east Corner to William N. McRobs land in the south line of Elias Johns lot— thence N. 79° E. 165 poles passing the south east corner to a lot deeded to Hoovers— thence S. 79½° W. 169 poles to a stake and stone Northwest corner to a lot deeded to Platner— thence N. 10½° W. 112½ poles to the beginning containing 115 acres more or less, being part of R. Davis survey No. 10,938 Excepting therefrom 50 acres sold to P. M. Beathards by Elza Davis Jan. 26th 1867, see vol. 20 p. 538 described as follows: Survey No. 10,938 Beginning at a stake in the N. E. Corner of Henry Hoovers land and thence S. 79½° W. 64 poles to a stake (witness Black ash and elm), thence N. 10½ W. 125 12/100 poles to a stake in line bearing north 79½° E. from the N. W.

Corner of W. H. Mc Peaks land — thence with said line N. 79½° E. 65 poles to a stake — thence S. 10½° E. 125 poles to place of beginning — containing 50 acres.

The said Elza H. Davis left Mary Ellen Davis his Widow who is entitled to dower in said premises, as per agreement made August 26th 1882 in one third of the acres of said land and by terms of said agreement the Will of said Elza H. Davis is held for nought. Copy of said agreement hereto attached and Marked "A"

The said premises descended to the following persons only heirs and legal representatives of the said Elza H. Davis deceased subject to the Dower right of said Mary E. Davis as per said agreement.

I First the plaintiff herein Elza C. Davis a son of the said Elza H. Davis Deceased.

II James Edward H. Davis a son of the said Elza H. Davis Deceased.

III George D. Davis a Son of the said Elza H. Davis Deceased

IV Mary M. D. Hines Nd Effie E. Hines minor children of Elizabeth H. Davis intermarried with Christopher C. Hines. Said Elizabeth was a Daughter of said Elza H. Davis.

The parties above named own the following undivided estate in said premises.

I The Plaintiff Elza C. Davis one undivided fourth part in fee.

II The said James Edward H. Davis one undivided fourth part in fee.

III The said George D. Davis the one undivided fourth part in fee.

IV The said Mary M. D. Hines Nd Effie E. Hines each one undivided one eighth in fee.

Plaintiff prays that said Edward H. Davis, George D. Davis, Mary M. D. Hines Nd Effie E. Hines and Mary Ellen Davis be made parties defendants to this petition, and the plaintiff desiring to hold his said interest in severalty prays partition may be made, that the Dower of said Mary Ellen Davis may be assigned in accordance with said agreement, or if partition cannot be made without manifest injury, then that the premises may be sold, or other order taken as the case may require and for all proper relief.

Robinson & Piper Attorneys for Plaintiff.

State of Ohio.
Union County, SS. Elza C. Davis being duly sworn according to law says that the facts stated and allegations in his forgoing petition are as he verily believes true "E. C. Davis"
Sworn to before me by Elza C. Davis and by him subscribed in my presence this 26th day of August A.D. 1882
Taber Randall, Deputy Clerk.

We hereby waive the issueing and service of process in the above and forgoing case and hereby enter our appearance "Mary E. Davis" James E. Davis "George D. Davis." To Clerk Issue summons upon the petition in the above case returnable according to law to Sheriff of Union County Ohio for Mary M. D. Hines aged 13 years and Effie E. Hines aged 10 years, Endorse partition and assignment of Dower. Robinson & Piper Attys for Plaintiff.

"A" Copy of Agreement

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and Elza C. D
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Service

"A" Copy of Agreement

This agreement made and entered into this day by and between Mary E. Davis Widow of Elza H. Davis late of Union County Ohio deceased 1st party and Elza C. Davis, J. Edward W. Davis, George D. Davis, Mary M. D. Hines and Effie E. Hines heirs at law of the said Elza H. Davis 2nd party, witnesseth: That instead of taking under will of said Davis deceased said first party agrees to take the one third of the land in acres and to include the homestead of the estate belonging to the estate of the said Elza H. Davis deceased and also all the Chattle property belonging to said estate, consisting of Horses, Cattle, Sheep, farming implements &c. Said party of the first part to have the entire use and control of the said land during her natural life and of the Chattle property she is to use as her own as to selling, trading and dealing with, without interference of the second party in any manner whatever.
The said second parties hereby agree that said first party shall have the use of one third of the land in acres belonging to said estate and which said land is to include the homestead of the said deceased and situate in York Township, Union County, Ohio.
Said second parties hereby agree to build all fences between the part set off to said first party and the several portions set off to them in the division hereafter to be made by and between them: said first party to keep fences in repair after the same have been built, said fence to be an Eight rail fence and sufficient in construction to turn all Kinds of stock.
It is further agreed by and between the parties hereto that a surveyor shall be called within 60 days to make survey of said land establishing boundaries for the said parties.
In consideration of above agreement said first party agrees that the will of said Davis deceased shall be held for naught and of none effect.
In testimony whereof said parties have hereunto set their hands this 26th day of August 1882. signed "Mary E. Davis" "E. C. Davis"
Attest L. Piper "James E. W. Davis" "George D. Davis"
Afterward, on the 26th day of August 1882 Summons was issued by the Clerk of said Court to the Sheriff of Union County, Ohio, 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 Mary M. D. Hines a minor aged thirteen years and Effie E. Hines a minor aged ten years that they and others have been sued by Elza C. Davis in the Court of Common Pleas of Union County and that unless they answer by the 29th day of September A.D. 1882, the petition of the said Elza C. Davis 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 fourth day of Sept. A.D. 1882.
Witness my hand and the seal of said Court this 26th day of August A.D. 1882. J. L. Brugner Clerk (Seal)
In action for partition and assignment of dower Robinson & Piper Plaintiffs Attys.
The State of Ohio.

Service

Union County, Ss. Received this writ august 26th A.D. 1882, at one o'clock P.M. and pursuant to its command on the 4th day of Sept.

1882 I served the same by delivering a true copy thereof with the
endorsements thereon to each of the within named Mary M. D. Hines
Effie E. Hines, and a copy of the same at the usual place of residence
of the Guardian of the above named defendants. Service 60 miles @ 2cts
Copy 60 Total $1.20
John Habermack. Sheriff.
Filed Sept 8th 1882. J. L. Bumgarner Clerk Union County, Ohio.
Afterward, on the 26th day of Sept 1882 the following entry was made by the
Clerk on the journal of said Court, to-wit

Entry
No 1094

Elza C. Davis Plaintiff
vs
James E. M. Davis et al Defendants
For Partition.

It appearing to the Court that the
defendants Mary M. D. Hines and Effie E. Hines are minors
under the age of fourteen years and have been duly and legally
served with Summons herein:
On motion of Robinson & Piper and the Court being fully advised
in the premises it is thereupon ordered by the Court that J. S. McCampbell
be and he is hereby appointed Guardian for the said for the said minor
defendants, and upon coming the said J. S. McCampbell and
in open Court accepts said appointment. Filed Sept 26-82 J. L. Bumgarner, Clerk.
Afterward, on the 26th day of Sept 1882 the following entry was made by
the Clerk on the journal of said Court which reads as follows, to-wit:

Entry of Partition

Elza C. Davis, Plaintiff
vs
James E. M. Davis et al Defendants
For Partition,

And now came the said Plaintiff
Elza C. Davis by Robinson & Piper his Attorneys and thereupon this cause
came on to be heard upon the petition of the said Elza C. Davis and evidence
and was argued by Counsel, on consideration whereof the Court do find
that due notice of the pendency of this action has been given to all of the defendants
herein prior to the date of this order and that they are in default for answer
and demurrer, and the Court do further find that the said Elza C.
Davis has legal right to and is seized in fee simple of one undivided
fourth part of said premises, and the Court do further find that the said
James E. M. Davis, George D. Davis, Mary M. D. Hines and Effie E. Hines
are tenants in Common in said premises with the said James E. M.
Davis in said premises in the following proportion, to-wit:
That the said James E. M. Davis is seized of one undivided one
fourth part thereof; the said George D. Davis is seized of one undivided
one fourth part thereof, the said Mary M. D. Hines is seized of one
undivided one eighth part thereof, the Effie E. Hines is seized
of one undivided one eighth part thereof, and that the said Mary
Ellen Davis is entitled to Dower therein in pursuance of the
agreement set forth in the plaintiffs petition in one equal third
part of the said premises in acres without reference to the money value
thereof, and to include the homestead of the said Elza C. Davis Dec'd.
And no reason appearing why partition should not be made: It is
therefore ordered that a writ of partition issue to the Sheriff of said County
of Union commanding him that by the oaths of John H. Sterling, Samuel

Writ of Partition and Dower

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Mc Neil and F. J. Sager partition be made of said lands subject to said Dower estate in the following proportions, to wit=
To the said Elza C. Davis one undivided one fourth part,
To the said James E. M. Davis one undivided fourth part,
To the said George D. Davis one undivided fourth part,
To the said Mary M. D. Hines one undivided eighth part,
To the said Effie E. Hines one undivided eighth part,
And it is further ordered that the Sheriff return his proceedings in the premises forthwith.
Filed Sept. 26th 1882 J. D. Benger, Clerk, Union County, Ohio.
Afterword, on the 26th day of Sept A.D. 1882 the following Writ of Partition and Dower was issued by the Clerk of said Court to the Sheriff of Union County, Ohio, which reads as follows, to-wit=

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 John A. Sterling, Samuel McNeil and F. J. Sager, you cause to be set off and assigned to Mary Ellen Davis Widow of Elza N. Davis late of said county, deceased, the full dower equal third part of the real estate in acres including homestead hereinafter described; and that in like manner, by the oaths of the same men, you cause partition to be made of the following real estate, situate first tract as described in deed from Joseph Miller to Elza N. Davis, situate in Virginia Military Survey No 12,542 in said County of Union and State of Ohio, bgining at two beeches in the north original line of said survey No 12,542 north west corner of ninety three acres (93) of said survey conveyed to Hannon Patrick— thence with the original line of said survey S. 80° W. 160 poles to two beeches and a sugar tree— thence south 10° west 96 poles to a beech and buckeye— thence N. 78° E. 160 poles to the bgining containing 72 acres more or less. Union County, Ohio Record of deeds Vol. 6 Page 322.
2nd also another tract of land situate in said survey No 12,542 in said County and state as described in deed from Thomas Nesbit to Elza Davis as recorded in vol. 18 P 268 Union County Record of deeds and described as follows: Beginning at a stake and Beech in the north west corner of original survey— thence with said line north 80° E. 160 poles to two Beeches and a sugar tree— thence N. 10° E. 96 poles to a beech and hickory at the S. W. corner of 72 acres of land deeded to Elza Davis— thence with the line of Jonathan D. Mills's land 160 poles to a sugar tree and a Beech— thence with the original line of said survey 100 poles to the place of bgineing containing Eighty seven and one half (87½) acres more or less.
3rd Third, Also another tract as described in deed from W. N. Holmes to said Elza N. Davis recorded in said record Vol. 26 Page 528 and bounded and described as follows: Beginning at two Beeches and a stake S. E. corner to Robert Dugans survey No. 10,938— thence with the line of said survey N. 10½° W. 120 poles to a stake and stones and thence at right angles N. 79½° E. 66⅔ poles to a stake and stone— thence parallel with the 1st line south 10½° E. 120 poles to a stake and stone in the Commissioners County line— thence with said line S. 79½° W. 66⅔ poles to the bgining containing fifty acres

and being of survey of R. Davis Survey No. 10,938 in Washington Tp. 4th Fourth. Also another tract of land in said survey, County and State, beginning at four beeches N. W. corner to William McPeeks land in the south line of Elias Johns lot— thence N. 79° E. 165 poles passing the south east corner to said lot to two beeches and a sugar tree— thence S. 10½° E. 110½ poles to a stake and stone N. E. corner to a lot deeded to Havens— thence S. 79½° W. 169 poles to a stake and stone N. W. corner to a lot deeded to Rotruo— thence N. 10½° W. 112½ poles to the beginning containing 115 acres more or less, being part of R. Davis survey No. 10,938 Excepting therefrom 50 acres sold to P. McBeathood by Elga Davis Jan. 26th 1867, See Vol. 20 Page 538 described as follows:- Survey No. 10,938 beginning at a stake in the N. E. corner to Henry Hamm land, thence S. 79½° W. 64 poles to a stake Witness black ash and elm— thence N. 10½° W. 125 17/100 poles to a stake in a line bearing N. 79½° E. from the N. W. corner of M. N. McPeek land— thence with said line north 79½° E. 64 poles to a stake— thence S. 10½° E. 125 9/100 poles to the place of beginning, containing Fifty Acres.

Subject to the Dower estate among the persons named herein, and in the following proportions, to-wit:

To Elga C. Davis one undivided fourth part.
To James E. M. Davis one undivided fourth part.
To George D. Davis one undivided fourth part.
To Mary M. D. Hines one undivided eighth part.
To Effie E. Hines one undivided eighth part.

In pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union, in a petition for Partition and Dower, wherein the said Elga C. Davis is petitioner, and Mary Ellen Davis, James E. M. Davis, George D. Davis, Mary M. D. Hines and Effie E. Hines are respondents; and that your proceedings in the premises you distinctly certify, unto 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, Ohio, this 26th day of Sept. A.D. 1882.

J. L. Bongner. Clerk. (L.S.)

Sheriffs Return

As commanded by the forgoing Writ of Partition and Dower, I have Executed the same by the oaths of John H. Sterling, Samuel McNeil and F. J. Sagen causing Dower to be assigned to Mary E. Davis, widow of Elga H. Davis, deceased, and partition to be made of the premises in said writ described: And the said Commissioners being of the opinion that the said premises can be divided without manifest injury, I have caused the same to be divided, all of which will more fully appear by reference to the report of the said Commissioners, herewith returned, Service, 90 Mileage $3.20 Executing writ and swearing Commissioners $1.20 report of Commissioners $2.00 Total $7.30 Given under my hand this 3rd day of Oct. A.D. 1882.

John Holbrook Sheriff

Elga C. Davis
against
Mary Ellen Davis et al

The State of Ohio, Union County, ss.

Court of Common Pleas, Partition and Dower.

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According to the commands of the Writ of Partition and Dower in this cause issued, and on call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, do set off and assign to the said Mary Ellen Davis as her Dower estate in the said lands, in said petition described, the following tract, to-wit=

Lot No. One (1) and we do make partition of the same as follows, to-wit=

To the said James E. W. Davis Lot No. Two — 2 —

To the said George D. Davis Lot No. Three — 3 —

To the said Elza C. Davis Lot No. Four — 4 —

To the said Mary M. D. Hines Lot No Fior — 5 —

To the said Effie E. Hines Lot No. Six — 6 —

All of which lots are fully described by the plot and descriptions hereto attached

II Lot No. One, of the subdivision of the estate of Elza Davis deceased assigned to Mary Ellen Davis as her Dower in said Estate.

Part of Survey No. 12, 542 beginning at a stake in the center of the boundary road and in the Greenville Treaty line North Westerly corner to lot No. 2 assigned to J. W. Davis — thence with said Treaty Line — (True Meridian Courses) S. 83 3/4° W. 183 30/100 poles to a stake and brick North easterly corner to the Southerly part of lot No. 2 assigned to George D. Davis — thence with the easterly line of said lot S. 17 1/2° W. 98 75/100 poles to a stake (Witness a small black 5 1/2 feet in line) in the South line of the Elza Davis Home farm — thence with said line N. 83° E. 185 80/100 poles to a stake South Westerly corner to said lot No. 2 — thence with the westerly line of said lot N. 18° E. 93 20/100 poles to the beginning, containing Ninety eight acres more or less.

III Lot No. Two.

Of the subdivision of said estate part of survey No. 12, 542 assigned to James E. W. Davis. Beginning at a stake at the intersection of the Boundary Road with a County Road and at the North Easterly corner of the Elza Davis Home farm and in the Greenville Treaty line — thence with the center of the Boundary Road and with the Greenville Treaty Line (True Meridian Courses) S. 83 3/4° W. 93 2/100 poles to a stake and pieces of brick in said Treaty Line and North easterly corner to lot No. one assigned to Mary E. Davis as her Dower — thence with the easterly line of said lot No One (1) S. 18° W. 93, 20/100 poles to a stone and creek South Easterly corner to said Lot No. One (1) and in the south line of said Home farm thence with said line N. 83° E. 93, 20/100 poles to a stone in the center of a county Road South Easterly corner to said Home farm — thence with the center of said Road N. 18° E. 92 poles to the Beginning, containing 49 acres more or less.

IIII Lot No. Three.

Assigned to George D. Davis part of survey No 12, 542 Commencing at a stake at the most North Westerly corner of original survey No. 12, 542 and in the Greenville Treaty line — thence with said line (True Meridian Courses) N. 83 3/4° E. 39 poles to a stone and brick North Westerly corner to Lot No. One — thence with the Westerly line of said lot No. one S. 17 1/2° W. 98 75/100 poles and parallel to the Westerly line of said survey to a stone (witness a small black N. 83° E. 5 1/2 feet) thence S. 83° W. 29 poles to a stone in the westerly line of said survey — thence with said line N. 17 1/2° E. 99 75/100 poles to the Beginning. Containing 22 acres of land more or less.

Also as part of said lot No. 3 assigned to said George D. Davis part of survey No. 10,938 commencing in the Greenville Treaty Line at a stone 33 15/100 poles from the South West corner of said survey - thence with said Treaty Line N. 83¾° E. 34 25/100 poles to a stone - thence N. 7° W. 125 52/100 poles to a Sycamore the corner (passing the corner of Lot No. 5 of the division of Elza H. Davis lands at 118½ poles) thence S. 83¾° W. 34.15 poles to a stone (witness White ash S. 7° E. 10 feet) thence S. 7° E. 125 52/100 poles to the Beginning containing 27 acres of land more or less and in both surveys 49 acres more or less.

Lot No. Four.

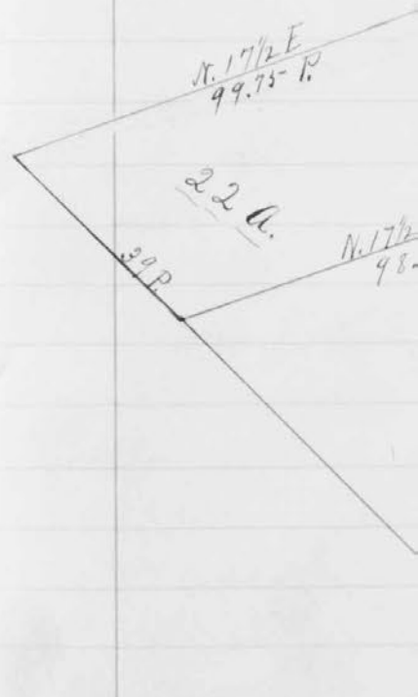
IV

Assigned to Elza C. Davis, part of survey No. 10,938 commencing in the Greenville Treaty Line at the South West corner of said Survey No. 10,938. thence with the westerly line of said survey (True Meridian Courses) N. 7° W. 227 poles to a stone in the North West corner of said Survey - thence with the northerly line of said survey N. 83° E 33 15/100 poles to a stone and brick north westerly corner to lot No. 5 - thence with the west line of said lot No. 5 - S 7° E. 237 poles to a stone and brick at the South Westerly corner of said lot No. 5 and in the Greenville Treaty line - thence with said Treaty line S. 83¾° W. 33 15/100 poles to the place of Beginning, containing 49 acres of land more or less.

Lot No. Five.

V

Lot No. Five (5) assigned to Mary M. S. Hines part of survey No. 10,938 commencing at a stone in the north line of said Survey No. 10,938 33 15/100 poles from the North West corner thereof - and north easterly corner to lot no. 4 - thence with said survey line (True Meridian Courses) N. 83° E. 32 63/100 poles to a stone North Westerly corner to lot No 6 - thence S. 10° E. 119 75/100 poles to a stake (Witness a small Bur Oak 8 in diameter 8 feet East of corner) South Westerly corner to lot no. 6 - thence S. 8E° W. 5. 39/100 poles to a small elm (in the corner) and in the East line of lot No. 3 of the division of the lands of Elza H. Davis deceased - thence with said line N. 7° W. 7 2/100 poles to a large Lynn tree North Easterly corner of said lot No. 3 - thence the north line of said lot No. 3. S. 83¾° W. 34.16 poles to a stone (witness a White ash S. 7° E. 10 feet) in the east line of Lot No. 4 - thence with line N. 7 W. 111 58/100 poles to the place of Beginning, containing 24½ acres of land more or less.



Lot No. Six.

VI

Assigned to Effie E. Hines part of survey No. 10,938 commencing at a stone in the N. line of said survey 65 86/100 poles from the North West corner thereof and north east corner to lot No. 5 - thence with said survey line (True Meridian Courses) N. 83° E. 32 70/100 poles to a stone - thence S. 10° E. 120 poles to a stake - thence S. 83° W. 32 70/100 poles to a stone (witness a small Bur Oak N. 83 E. 8 feet) South easterly corner to lot no. 5 - thence with the east line of said lot No. 5 N. 10½° W. 119 75/100 poles to the place of Beginning containing 24½ acres of land more or less, and upon actual view of the premises we are of the opinion that said lands are worth forty five (45) Dollars per acre.

Appraisal

Com'rs Fees F. J. Sager 2 days $2.00 John H. Sterling 2 days $2.00 Saml McNeil 2 days $2.00 $6.00

Fee and costs of Surveying and division of farm - plat descriptions &c. F. J. Sager Co. Surveyor field work 2 days, Office work 1 day $4.00 David Gibson Chain Carrier &c $3.00

Saml McNeil $2.00 Deputy Surveyor Copying descriptions & making plats $7.00 Total $22.00

Sworn and subscribed to before us this first day of Oct A.D. 1882 "J. H. Sterling" "S. A. McNeil" "F. J. Sager" Commissioners.

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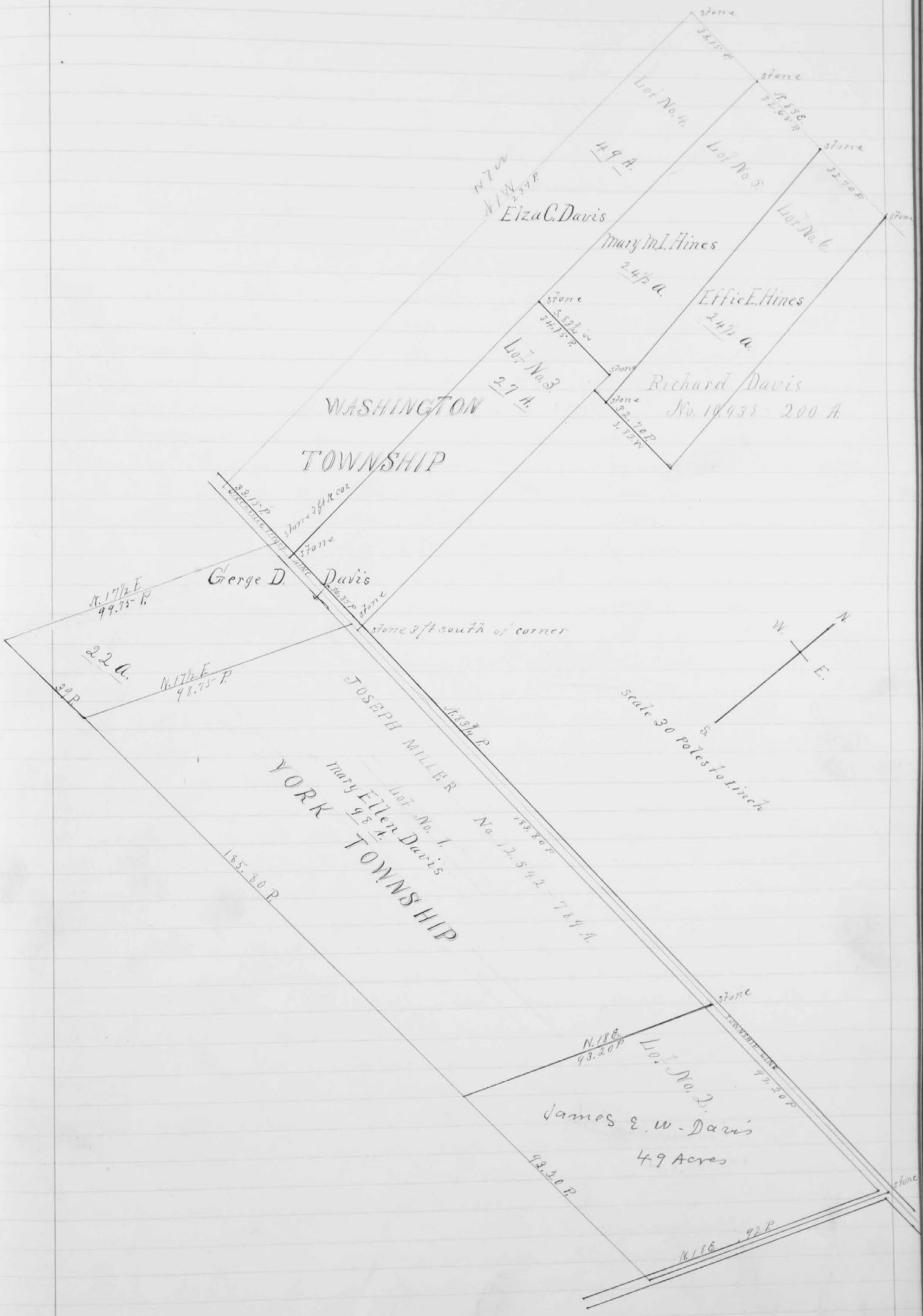

11094

Elza C. Davis Plaintiff
vs.
James E. M. Davis
and others Defendants

In Partition

Entry

Our motion to the Court by the Plaintiff and upon producing the return of the Sheriff and the report of the Commissioners heretofore appointed herein and the same having been made by the Court and found in all respects corrected in conformity to law and the former orders of this Court the said proceedings and report are hereby approved and confirmed.

It is therefore ordered and decreed by the Court that the said Mary Ellen Davis have and possess the lands so assigned to her as and for her reasonable Dower in said premises, and that the other said parties hold in severalty the parts and premises so set off and assigned to each respectively, and it is further ordered that the costs of this action including a counsel fee of $12.50 to Robinson & Piper for services herein taxed $ be paid by said parties in the following proportions, to wit= Elza C. Davis, James E. M. Davis and George D. Davis each one fourth part, Mary M. D. Hines and Effie E. Heins each one eighth (⅛) part, and in default thereof that execution issue therefor.

Attest. J. D. Bongner, Clerk.

4121

The Farmers Bank, Plaintiff
against
S. B. Cone, Nelson Cone and Thomas Cone
Defendants,

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

Answer

By virtue of the warrant of attorney attached to the foregoing Petition, I, J. S. McCampbell, 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 Farmers Bank, Plaintiff, against said S. B. Cone, Nelson Cone and Thomas Cone, Defendants, and waive the issuing and service of process therein, and confess a judgment in favor of the said, The Farmers Bank, against said S. B. Cone, Nelson Cone and Thomas Cone for the sum of Two hundred and sixty one dollars and fifty five 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.

J. S. McCampbell, Defendants, Attorney.

Entry. The Farmers Bank vs.
S. B. Cone, Nelson Cone & Thomas Cone See next Page

4121
Petition and Answer in Cognovit

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No. 4121

Pleas before his Honor, John A. Price, 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 of the Tenth Judicial District and State of Ohio; on the 11th day of Sept. A.D. 1882. On the 3rd day of October, 1882 the following Petition and Answer in Cognovit were filed with the Clerk of said Court which reads in the following words and figures, to wit:

4121 Petition and Answer in Cognovit

The Farmer's Bank, Plaintiff,
against
S. B. Core, Nelson Core and Thomas Core,
Defendants.

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

Plaintiff says that it is a partnership doing business in the State of Ohio and unincorporated, that the defendants S. B. Core, Nelson Core and Thomas Core on or about the Fifth day of December, A.D., 1881, executed and delivered to the said Plaintiff, their Promissory Note, of that date, together with the 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 it thereon from said Defendants the sum of Two Hundred and Fifty Dollars, with interest at the rate of eight per centum per annum, from the Fifth day of March, A.D. 1882. Payable annually. Wherefore the Plaintiff asks judgment against said Defendants for the sum of Two Hundred and Fifty Dollars, with interest thereon at the rate of eight per centum per annum, from the Fifth day of March, A.D. 1882, payable annually, and for costs of Suit.

John M. Brodrick, Plaintiff's Attorney.

Affidavit

The State of Ohio, } ss
Union County }

John M. Brodrick 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. John M. Brodrick, sworn to by said John M. Brodrick, before me and by him subscribed in my presence, this 3rd day of October, A.D. 1882.

Filed October 3rd 1882,

Note.

$250 00 Marysville, Ohio, Dec. 5, 1881.

Ninety Days after date, we jointly and severally promise to pay to the Farmer's Bank, 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

No. 4121

Attorney at Law to appear for us, or either of us, at any time after the above 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 cost of suits, and release all Errors and waive all right of Appeal in this behalf. Witness our hands and seals this 5th day of Dec. 1851.

S. B. Core [Seal]
Nelson Core [Seal]
Thomas Core [Seal]

Petition and Answer Cognovit.

Answer. The Farmers Bank Plaintiff, against S B Core, Nelson Core & Thomas Core Defendants.

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

By virtue of the Warrant of Attorney attached to the foregoing Petition, I, J. S. McCampbell 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 Farmers Bank, Plaintiff, against S. B. Core, Nelson Core and Thomas Core, Defendants, and waive the issuing and service of Process therein and confess a Judgment in favor of the said Farmers Bank against S. B. Core, Nelson Core and Thomas Core for the sum of Two Hundred and Sixty One Dollars and Fifty five cents, Damages being the amount at 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. J. S. McCampbell, Defendants Attorney.

Entry. Afterward on the 3rd day of October, A.D. 1852 the following Entry was made by the Clerk on the Journal of said Court.

The Farmers Bank
S. B. Core, Nelson Core & Thomas Core

Attorney and thereupon This day came the plaintiff by its Attorney and thereupon came J. S. McCampbell 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 the appearance of said Defendants therein 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 Two Hundred and Sixty one and 55/100 Dollars. It is therefore considered and adjudged that said Plaintiff do recover of said Defendants the said sum of Two Hundred and Sixty one and 55/100 Dollars, 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 eight per centum per annum, payable annually. And by

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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: J. L. Burgner, Clerk.

Pleas before his Honor, John C. Price, 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, of the Tenth Judicial District and State of Ohio, on the 11th day of Sept. A. D. 1882. On the 14th day of September, 1882 the following Petition and Answer in Cognovit were filed with the Clerk of said Court which reads in the following words and figures, to wit:

Petition and Answer in Cognovit.

The Farmers Bank, Plaintiff,
against
John C. Price, Defendant } The State of Ohio, Union County, ss.
In the Court of Common Pleas.

Plaintiff says, that it is a banking ship formed for the purpose of carrying on business in the State of Ohio and unincorporated, that the Defendant John C. Price on or about the Twelfth day of May, A. D. 1882, 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 here 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 it thereon from said Defendant, the sum of Five Hundred Dollars with Interest at the rate of eight per centum per annum from the Thirteenth day of May, A. D. 1882, and for Costs of Suit.

John M. Brodrick, Plaintiffs Attorney.

Affidavit

The State of Ohio, } John M. Brodrick, being duly sworn
Union County ss. } 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. "John M. Brodrick" Sworn to by said John M. Brodrick, before me and by him subscribed in my presence this 14th day of September A. D. 1882.

Filed September 14th 1882. J. L. Burgner, Clerk. W. H. Wright Deputy.

J. L. Burgner Clerk Union County

Note. $500.00 Marysville, Ohio, May 12, 1882.

One day after date, we principal debtors, we jointly and severally promise to pay to the Farmers Bank, at their office in Marysville, Five 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 confess the issuing

No. 4109.

and service of process and confess judgment 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 right of appeal in this behalf. Witness our hands and seals this 12th day of May, 1882.

John C. Price. [Seal]

Answer — The Farmers Bank, Plaintiff, against John C. Price, Defendant. } The State of Ohio, Huron County, ss. In the Court of Common Pleas

By virtue of the Warrant of Attorney attached to the foregoing Petition, I, A. H. Brighter 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 Farmers Bank against said John C. Price, and waive the issuing and service of process thereon, and Confess a Judgment in favor of the said Farmers Bank against said John C. Price for the sum of Five Hundred and Thirteen 45/100 Dollars. Damages being the amount appearing due for Principal and Interest on said Promissory Note, and also for Cost of Suit and I do hereby release all errors and waive all right of appeal.

A. H. Brighter, Defendant's Attorney.

Afterward on the 14th day of July A. D. 1882 the following Entry was made by the Clerk on the Journal of said Court.

Entry — The Farmers Bank } John C. Price }

This day came the Plaintiff by John M. Broderick, Attorney and thereupon came A. H. Brighter one of the Attorney's 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 the appearance of said Defendant herein and by virtue of the same Warrant of Attorney confessed that there is due from said said Defendant to said Plaintiff as is alleged in said Plaintiff's Petition the sum of Five Hundred and Thirteen and 45/100 Dollars. It is therefore considered and adjudged that said Plaintiff do recover of said Defendant the said sum of Five Hundred and Thirteen and 45/100 Dollars, so as aforesaid confessed to be due, together with costs of suits 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 the right to file a petition in error are waived.

Attest: J. D. Bingham. Clerk.

Petition and Answer and Cognovit

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No. 4107

Pleas before his Honor John F. Price, 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 of the Tenth Judicial District and State of Ohio, on the 11th day of Sept. A.D. 1882. On the 13th day of September A.D. 1882 the following Petition and answer in Cognovit were filed with the Clerk of said Court which reads in the following words and figures to wit:

Petition and Answer in Cognovit

John C. See, James M. Brown and Reynolds R. Kinkade, Plaintiffs against Honora Burns and John Burns, Defendants } The State of Ohio, Union County, ss. In the Court of Common Pleas

The Plaintiffs say They were co-partners doing business under the firme of See, Brown and Kinkade on the 13th day of January A.D. 1882, that the Defendants, Honora Burns and John Burns on or about the 13th day of January A.D. 1882, executed and delivered to said Plaintiffs in this said firm name 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 Plaintiffs further say that said Promissory Note is due and unpaid, that Plaintiffs are the legal owners and holders thereof, and that there is due them thereon from said Defendants the sum of Two Hundred and Fifty Dollars with interest from the 13th day of January A.D. 1882.

Wherefore the Plaintiffs ask Judgment against said Defendants for the sum with Interest thereon, from the 13th day of January A.D. 1882 and for Costs of Suit.

See, Brown and See, Plaintiffs Attorneys.

Affidavit

The State of Ohio, } Lucas County ss. }

James M. Brown being duly sworn says that he is one of said Plaintiffs, 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. James M. Brown

Sworn in by said James M. Brown before me and by him subscribed in my presence, this 13th day of Sept. A.D. 1882.

Alex L. Smith, Notary Public in and for Lucas County, Ohio.

Note.

$250.00 Toledo, Ohio, January 13th 1882.

Thirty days after date, for valie received, we as Principal Debtors, promise to pay to See, Brown and Kinkade or Order, Two Hundred and Fifty Dollars, At their office in Toledo Ohio and we hereby authorize any Attorney of any Court

No. 4107

of Record in the State of Ohio, or elsewhere, at any time after the above sum becomes due, to appear for me or either of me in any Court in said State of Ohio, or elsewhere having jurisdiction of said sum and confess judgment hereon against me or either of me, in favor of said payee or their assigns, for said amount with interest at the rate of eight per centum per annum after maturity, and costs of suits; and to release all errors in the entry and rendition of said judgment and all right and benefit of appeal and writs of error.

Witness our hands and seals this 18th day of Jan'y. 1882.

Witness Henry C Lee { Honora her × mark Burne [Seal]
John Burne [Seal]

Answer. John C. See, James M. Brown and Reynolds R. Kinkade, Plaintiffs against Honora Burns and John Burns Defendants. } The State of Ohio, Union County, ss. In Court of Common Pleas.

By virtue of the Warrant of Attorney attached to the foregoing Petition I, J. L. Cameron 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 John C. See, James M. Brown and Reynolds R. Kinkade, Plaintiffs against Honora Burne and John Burne, Defendants, and waive the issuing and the service of process thereon, and confess a judgment in favor of the said John C. See, James M. Brown and Reynolds R. Kinkade against said Honora Burne and John Burne for the sum of Two Hundred Sixty Three and 25/100 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. L. Cameron, Defendants Attorney.

Entry. Afterward on the 3rd day of Oct. A. D. 1882, The following Entry was made by the Clerk on the Journal of said Court.

John C. See, James M. Brown and Reynolds R Kinkade.
vs. Honora Burns and John Burns.

Now come the Plaintiffs by See, Brown and See their Attorneys; also came one of the Attorneys of this Court on behalf of the Defendants, Honora Burne and John Burne, and by virtue of a Warrant of Attorney for that purpose duly executed by the said Honora Burne and John Burne and now produced to the Court, waived the issuing and service of process and with the assent of the Plaintiff confessed that the said Honora Burne and John Burne are justly indebted to the Plaintiffs in the sum of Two Hundred Sixty three and 25/100 Dollars as claimed in their petition with Interest at eight per centum per ann-

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Petition

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It is therefore considered by the Court that the Plaintiffs recover of the said Defendants, Hanora Burne and John Burne the sum of Two Hundred Sixty three and 25/100 Dollars, with interest at eight per cent per annum together with their costs herein expended and taxed &c. Filed Sept. 13th 1882.

Attest: J. L. Burgner, Clerk.

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House in the in the Town of Marysville, within and for the County of Union, of the Tenth Judicial District and State of Ohio, on the 11th day of Sept. A. D. 1882. Heretofore to wit: On the 16th day of August, A. D. 1882. the following petition was filed with the Clerk of said Court which reads in the following words and figures, to wit:

L. C. Conrad, George A. Fox and G. Neutgel as trustees of the Evangelical Lutheran Trinity Church of Marysville, Ohio, Plaintiffs,

against

4085

Robert Robinson, O. F. McKitrick and Salem Pearse as trustees of the First Presbyterian Church, Marysville, Ohio. A. B. Chapman, O. M. Scott, John H. Shearer, S. H. Oolbear and Dr. Anderson as trustees of the Congregational Church of Marysville Ohio; Casker Schneider, Casper Rausch and Martin Nicol as trustees of the German Evangelical Lutheran St. John Church in the German Settlement, Defendants. } Court of Common Pleas, Union County, Ohio.

Petition

Your petitioners, the Plaintiffs, say that they are the trustees of the Evangelical Lutheran Trinity Church of Marysville, Ohio, duly authorized by the instructions and vote of said church, namely the entire membership of said church concurring and no one opposing, to petition for an order of Court authorizing and empowering the plaintiffs, as such trustees, to sell and convey on behalf of said Church the following Real Estate, now owned and held by said Church, situate in the Township of Paris, County of Union and State of Ohio and in the Village of Marysville to-wit: being so much of In Lot No. 70 in said Village of Marysville as lays north of the dwelling house thereon, running back from the North end of said dwelling house to the alley and parallel with the North line of said Lot being all of same Lot, except thirty-six feet off the South side of same Lot. Your petitioners respectfully represent that such sale is desired by the members of said Church and it is the desire

No. 4085.

and intention of said Church to reinvest the money which may be derived from the sale of said Real Estate in a new and modern Church Edifice to be erected by said Church upon another lot, owned by said Church in a more desirable location within said Village of Marysville.
Your petitions therefore ask the Court for an order authorizing them, as the trustees of said Church, to sell and convey the above described Real Estate and to reinvest the proceeds of said sale, as aforesaid, and for all proper relief.

Second Cause of Action.

Your petitions for second cause of action represent that the above described premisses were conveyed by Rodney Pickett and Wife, on the 10th day of September, A.D. 1849, to John M. Cheney, Wm. Skinner and Jared Miller a trustees of the First Presbyterian Church, of Marysville, Ohio.
(See Book 12 Page 483 Deed Records)
That Wm. A. Skinner, as sole surviving Trustee of said First Presbyterian Church, on the 4th day of September A.D. 1865 conveyed said above described premisses to John Guthrie, Abram Morey, Wm. Cartmell, P. B. Cole and Wm. A. Doll, as trustees of the Congregational Church of Marysville, Ohio. (See Book 28, Page 167 Deed Record).
That said John Guthrie, Abram Morey, Wm. Cartmell, P.B. Cole, and Wm. Doll, as trustees of the Congregational Church, Marysville Ohio, on the 17th day of July A.D. 1866, conveyed said above described Real Estate to Martin Kicol and John George Kicol, as trustees of the German Evangelical Lutheran St. John Church in the German Settlement (See Book 29, Page 444 Deed Records)
That George Kellinger, Conrad Kellinger and John K. Berger, as trustees of the German Evangelical Lutheran St. John Church (German Settlement) on the 10th day of February A.D. 1876 conveyed said above described Real Estate to the Marysville branch of the German Evangelical Lutheran St. John Church (now known as the Evangelical Lutheran Trinity Church of Marysville). (See Book 42, Page 178).
Your petitions say that all of said above described conveyance of said Real Estate by said different Church Societies, through their respective Trustees, were made without authority to so convey having been first obtained from the Court of Common Pleas, by reason whereof doubts of the validity of said several conveyance are liable to arise.
Wherefore Plaintiffs say that all of said Defendants who are trustees of said several churches as set forth in the title thereto, that all of said Defendants be brought into Court by process and required to answer and set forth any claim or claims they or either of them may have to the Real Estate herein described and that upon final hearing all of said several conveyances

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may be approved and confirmed by this Court and the title to said premises be quieted as against all said several Church Societies above named and that an order be granted your petitioners to sell and convey said premises free and clear of all claims or demands of each of the Church Societies aforesaid as in their first Cause of Action your petitioners have prayed and for all proper relief.

A. F. Carpenter,
Attorney for Petitioners.

The State of Ohio, }
Union County ss. }

L. C. Conrad, one of the above named Plaintiffs being Sworn says the facts stated and allegation contained in the foregoing petition are true as he verily believes.

L. C. Conrad

Sworn to by L. C. Conrad before me & signed by him in my presence this 16th day of August, A. D. 1882.

J. D. Burgner, Clerk.

L. C. Conrad et al Trustees &c Plaintiffs
vs
Robb, Robinson et al Trustees &c Defendants } Court of Common Pleas, Union County, Ohio.

Answer. And now come the Defendants T. S. Chapman, O. M. Scott, John R. Shearer, S. H. Holbert and Dr. Anderson and waive the issuing and service of summons and Enter their Appearance herein and say:

That they are as alleged in Plaintiffs petition, the Trustees of the Congregational of Marysville, Ohio, that said Congregational Church of Marysville, Ohio through its trustees John Guthrie and others did on the 17th day of July A. D. 1866 convey the Real Estate described in Plaintiffs Petition to Martin Nicol and others as trustees of the German Evangelical Lutheran St. John Church (German Settlement) as alleged in Plaintiffs Petition. And that said Congregational Church, Marysville Ohio neither has nor claims any title to or claim upon said premises described in Plaintiffs Petition. And said Congregational Church, through its trustees, consents that Plaintiffs title may be quieted as against it as prayed for in the Plaintiffs Petition.

J. S. McCampbell, Attorney for Defendants.

The State of Ohio. }
Union County ss. }

O. M. Scott one of the above named Defendants being sworn says that the facts stated and allegations contained in the foregoing answer are true as he verily believes.

O. M. Scott.

Sworn to before me by O. M. Scott and signed by him in my presence this 12th day of Sept. A. D. 1882.

J. D. Burgner Clerk,
Wm M. Winget, Dep'y.

Filed Sept. 13th, 1882 J. D. Burgner, Clerk

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 four consecutive weeks in the "Marysville Tribune" a paper of general circulation in the County of Union, the first publication beginning with August 23, 1882.

H. D. Shearer.

Sworn to and subscribed before me this 12th day of Sep. 1882.

J. L. Burgner, Clerk,
H. M. Winget, Deputy.

Legal Notice.

Notice is hereby given that the Trustees of the German Evangelical Lutheran Trinity Church, of Marysville Ohio, did on the 15th day of August, A. D. 1882, file in the office of the Clerk of the Court of Common Pleas of Union County, Ohio, their petition praying for an order authorizing and empowering them to sell and convey all of that part of in-lot No 70, in Marysville, Ohio, now owned by said Church and to quiet the title thereto &c., which petition will be for hearing at the September term of said Court.

A. T. Carpenter,
Attorney for Petitioners.

(Printers Fee $4.50)
Filed Sep. 13th 1882. J. L. Burgner, Clerk.

Afterward on the 19th day of Sept. 1882, the following answer was filed with the Clerk of said Court which reads as follows:

S. Conrad et als Trustees &c Plaintiffs,
vs.
Robt Robinson et als Trustees &c Defendants.
} Court of Common Pleas, Union County, Ohio. Answer of First Presby. Church.

Answer. And now came Robert Robinson, O. F. McKitrick and Salem Pearce, Defendants in above entitled case, and waive the issuing and service of summons and enter their appearance herein and say: that they are, as alleged in Plaintiffs petition, the Trustees of the First Presbyterian Church of Marysville, Ohio. That said First Presbyterian Church, through Wm Skinner, sole surviving Trustee, did, on the 11th day of September A. D. 1865, as alleged in Plaintiffs Petition, convey the premises in said Petition described to John Guthrie and others, Trustees of the Congregational Church of Marysville Ohio, as is also in said petition. And that said First Presbyterian Church now neither have nor claim any title to or interest in the Real Estate described in Plaintiffs petition and as to said First Presbyterian Church these Defendants consent that Plaintiffs title may be quieted as prayed for in their petition.

A. H. Brighter, Attorney.

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The State of Ohio, Union County ss.

O. F. McKitrick, one of the above named Defendants being sworn says that the facts stated and allegations contained in the Defendants foregoing answer are true as he verily believes.

O. F. McKitrick.

Sworn to by O. F. McKitrick before me and signed by him in my presence this 19 day of August A. D. 1882.

J. L. Burgner, Clerk.

Afterward on the 30th day of September, 1882, the following answer was filed with the Clerk of said Court which reads as follows:

L. C. Conrade et ale Trustees, Plaintiffs
vs.
Robert Robinson et ale Trustees, Defendants
} Court of Common Pleas Union County, Ohio. Answer.

Answer.

And now come Casper Scheider and Casper Rausch and Wolfgang Mader Defendants in the above entitled case, and waive the issuing and service of summons and enter their appearance herein and say:

That they are the Trustees of the German Evangelical Lutheran St. Johns Church (in the German Settlement) as alleged in Plaintiffs petition. That said German Evangelical Lutheran St. John Church, did on the 10th day of February A. D. 1876, through George Hellinger et ale Trustees, convey the Real Estate described in Plaintiffs petition to the Evangelical Lutheran Trinity Church of Marysville, Ohio, and these Defendants and the Church represented by them now, have no title to, or interest in, the premises described in Plaintiffs petition and they hereby consent that plaintiffs title to said premises or said real estate be forever quieted as to any claim of these Defendants or of the German Evangelical Lutheran St. John Church, in the German Settlement.

John M. Brodrick,
Attorney for said Defendants.

The State of Ohio, Union County ss.

Wolfgang Mader, one of the above named Defendants being Sworn says that the facts stated and allegations contained in the foregoing answer are true as he verily believes.

Wolfgang Mader.

[Seal] Sworn to by said Wolfgang Mader before me and signed by him in my presence this 30th day of September A. D. 1882.

J. L. Burgner, Clerk.

Afterward on the 30th day of September, 1882 the following entry was made by the Clerk on the Journal of said Court.

Entry No. 1.

L. C. Conrad et ale
vs.
Robert Robinson et ale
} Entry.

This day this cause came in for hearing

upon the petition and the answer of the Trustees of the First Presbyterian Church of Marysville Ohio, of the Trustees of the Congregational Church Marysville, Ohio, of the Trustees of the German Evangelical Lutheran St. John Church, in the German Settlement, and the evidence and upon the hearing it appearing that the sale of the property, described in the petition is ~~disordered~~ desired by the members of the German Evangelical Lutheran Trinity Church of Marysville, Ohio and that it is right and proper that authority be given to accomplish the same, it is hereby ordered and decreed by the Court that said Petitioners, L. C. Conrad, George A. Fox and P. Krutzel, as trustees of said Evangelical Lutheran Trinity Church of Marysville, Ohio, are hereby authorized and empowered by the Court to sell the premises described in their petition at private sale and to report their proceedings to this Court forthwith.

No. 4085.

And the Court further finds from the answers of the First Presbyterian Church, the Congregational Church and the German Evangelical Lutheran St. John Church and the evidence that the several conveyances made by them respectively of the property described in Plaintiffs petition were at the time desired by the members of said Societies and that such conveyances were proper to be made and that no reason appears why the same shall not now be realized and confirmed by this Court.

It is therefore ordered and decreed that the several conveyance set forth in Petitioners Second Cause of action be and they are severally approved and confirmed by this Court, and it is ordered and decreed that said several deeds of conveyance shall have the same validity and effect as if the Court had at the time of their execution ordered the same to be made, and the title of the Evangelical Lutheran Trinity Church of Marysville, Ohio to the property described in Plaintiffs petition is hereby quieted as against all of the Defendants herein.

Filed September 30th 1882. J. L. Burgner, Clerk.

Afterward on the 2nd of October, 1882, the following return of sale was filed with the Clerk of said Court which reads as follows:

L. C. Conrad et als vs. } Return of Sale.
Robert Robinson et als. }

Return Sale.

In accordance with the former order of this Court in this case the undersigned, L. C. Conrad, George A. Fox and P. Krutzel as Trustees of the Evangelical Lutheran Trinity Church of Marysville, Ohio, have sold the property described in their petition to D. F. McKitrick for the sum of

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Entry No. 2.

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September 30th 1882.

S. C. Conrad
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George A Fauke
} Trustees of the Evangelical Lutheran Trinity Church, Marysville, Ohio.

Filed Oct. 2, 1882. J. L. Burgner, Clerk.

Afterward on the 2nd day of October, 1882. the following Entry was made by the Clerk on the Journal of said Court.

Entry No. 2

S. C. Conrad et als
vs
Robert Robinson et als
} Entry No. 2.

And now came the said Plaintiffs by A. J. Carpenter, their Attorney, and on their motion, and on producing the report of the petitioners of their sale made under the former order of this Court and the Court being satisfied on examination that said sale has been made according to law and the former order of this Court, it is ordered that the said proceedings and sale be and the same is hereby approved and confirmed; and the said Petitioners, as Trustees are ordered by deed duly executed to convey said premises to the said purchaser, H. F. McKitrick in fee simple and it is further ordered that said petitioners out of the money in their hands pay the costs in this case taxed to $

No. 4085

Filed, Oct. 2, 1882.
Attest: J. L. Burgner, Clerk.

Pleas before the Honor John T. Price, 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 of the Tenth Judicial District and State of Ohio, on the 11th day of Sept. A. D. 1882. Heretofore to wit: on the 10th day of Feby 1882 the following Petition was filed with the Clerk of said Court, which reads in the following words and figures to wit:

Willis Goodnow Plaintiff,
vs.
Sarah M. Goodnow Defendant
} Court of Common Pleas, Union County, Ohio. Petition

Petition.

The Plaintiff says;

(1) He has been a resident of the State of Ohio, for the years last past, and is now a bona fide resident of the said County of Union.

(2) On about the day of April, A. D. 1858 in the County of Wayne, and State of Ohio he was lawfully married to the Defendant and has ever since conducted himself

No. 3981.

toward the said Defendant as a faithful husband.
3) The Defendant disregarding her duties as a wife, has been willfully absent from the Plaintiff for more than three years last past, without any Cause or Justification therefor, so far as the Plaintiff is concerned.
4) The Plaintiff therefore prays that he may be divorced from the Defendant, and have such other relief as is equitable and just.

T. A. Beightler,
Attorney for Plaintiff.

State of Ohio, Union County, ss.

Willie Goodnow, being sworn says, that he believes the facts stated and allegations in the foregoing Petition, to be true.

Willie Goodnow.

Sworn to and subscribed before me this 4th day of February A.D. 1882.

James B. Cole, Notary Public.

To Clerk:

Issue Summons and Copy of Petition to Sarah M. Goodnow, Ontario Centre, Wayne County, New York.

T. A. Beightler, Attorney.

Afterward on the 20th day of September 1882 the following Order of Publication was filed with the Clerk of said Court which reads as follows:

The State of Ohio }
Union County ss. }

The undersigned, being duly sworn, says that a copy of the annexed 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 July 31st 1882,

C. V. Fenton.

Sworn to and subscribed before me, this 20th day of Sept. 1882.

J. A. Burgner, Clerk.

Divorce Notice.

Sarah M. Goodnow, of Ontario, Wayne County, New York, will take notice that her husband, Willie Goodnow, filed his petition in the Court of Common Pleas, of Union County Ohio, on the 10th day of February 1882, charging her with wilful absence from him for more than three years last past, and praying that he may be divorced from said Sarah M. Goodnow, which petition will be for hearing at the next term of said Court. Dated July 31st 1882.

T. A. Beightler.

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Union County ss. }

The undersigned, being duly sworn, says that a copy of the annexed notice was published for three consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with March 22nd, 1882. H. O. Shearer.

Sworn to and subscribed to before me, this 3rd day of May, 1882.

J. L. Burgner, Clerk.

Legal Notice.

State of Ohio, } Willie Goodnow, Plaintiff, against
Union County ss. } Sarah M. Goodnow, Defendant.

In the Court of Common Pleas within and for the County of Union, State of Ohio.

The Defendant will take notice, that on Tuesday the 11th day of April, A.D. 1882. the above named Plaintiff will take the depositions of sundry witnesses, to be used as evidence on the trial of the above entitled cause, at the Office of H. E. Smith, in the village of Victor, County of Ontario, and State of New York, between the hours of eight o'clock a. m. and six o'clock p. m. of said day, and that the taking of the same will be adjourned from day to day, between the same hours until they are completed.

A. A. Beightler, Attorney for Plaintiff.

March 22nd, 1882.

Willie Goodnow, Plaintiff, against Sarah M. Goodnow, Defendant. } Court of Common Pleas, Union County, Ohio. Defendant.

Willie Goodnow, Plaintiff being first duly sworn, says that the said Defendant, Sarah M. Goodnow, is not a resident of the State of Ohio, and that service of summons cannot be made upon her therein — that this is an action for divorce — and that the said Defendant is a resident of the state of New York, as affiant verily believes, and her last post-office address known to affiant was Town of Ontario, Wayne County, New York State.

Willie Goodnow.

Sworn to and subscribed before me this 29th day of July A.D. 1882. at the Town of Woodstock, in the County of Oxford, in the Province of Ontario, Dominion of Canada

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A Notary Public in and for the Province of Ontario, Dominion of Canada.

The foregoing was filed with the Clerk of Union County, July 31st 1882.

J. L. Burgner, Clerk.

Vestis Goodnow, Plaintiff, } Court of Common Pleas,
vs. Union County, Ohio.
Sarah M. Goodnow, Defendant. }

Entry

This day this Cause came on for hearing, and was submitted to the Court, upon the pleadings and evidence. On consideration whereof 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 the County of Union, and that the parties hereto were married, as in said said petition set forth.

The Court further finds, upon the evidence adduced that the Defendant has been guilty of wilful absence from the Plaintiff for more than three years last past, and that by reason thereof the Plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court, that the marriage Contract heretofore existing between the said Vestis Goodnow, and Sarah M. Goodnow, be, and the same hereby is, dissolved, and that both parties are released from the obligations of the same. It is further decreed and ordered by the Court, that the Plaintiff pay the Costs of this proceeding.

The foregoing Entry was filed with the Clerk of Union County, Ohio Sept. 21st A.D. 1882.

Attest; J. L. Burgner, Clerk.

Pleas before his Honor John A. Price, 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, of the Tenth Judicial District and State of Ohio, on the 11th day of September A.D. 1882. Heretofore to-wit: on the 25th day of March 1882 the following Petition was filed with the Clerk of said Court which reads in the following words and figures to-wit:

George W. Vestal, Plaintiff, } Court of Common Pleas,
against Union County, Ohio.
Martha Pulley, Catharine McBride, Eva Wright, George Ann Vestal, O. M. Collister and David Vestal, Defendants. }

Petition for Partition

Your petitioner, George W. Vestal, of the County of Madison in this state represents, 1st On about the day of July A.D. 1861, one John Vestal late of Union County, Ohio died intestate, seiged of an estate in fee simple in the following described

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premises, situate in Union County, Ohio and described as follows:
Being in Lot No. 43, in H.T. Marriott's addition to the town of Richwood, Union County, Ohio. For a more complete description reference is hereby made to the plot of said addition, duly recorded in the Records of Union County, Ohio.

Also the following described premises, situate in the village of Richwood, Union County, Ohio. Beginning in the east line of the four acre lot conveyed to Samuel Murphy by Isaac Bradley, by deed dated February 22nd 1866 and recorded in Union County records of deeds Book 30, Page 7 and in the N. line of Ottawa Street. thence N 16° W 133⅓ feet with said East line to a stake, thence westerly and parallel with said Ottawa Street 40 feet, thence South 16° E and parallel with said E. line 133⅓ feet to the N line of Ottawa St. thence 40 feet to the place of beginning containing nineteen and one half square rods of land.

Also the following land in Survey No 6307 and bounded and described as follows:

Beginning at Joseph Riley's S. E. corner thence N 18° W with said Riley's E line 18 46/100 poles to a stake, thence N 72° E 8 67/100 poles to a stake, thence S 18° E 18 46/100 poles to a stake in the centre of the road, thence S 72° W 8 67/100 poles to the beginning containing one acre of land.

2. The said premises described ^ to the following heirs and only heirs and legal representatives of the said John Vestal deceased.

II Your petitioner, George W. Vestal, who is the son of and only heir of David Vestal deceased who was the brother of William Vestal deceased who was the father of John Vestal deceased.

III Martha Tulley, who was the sister of William Vestal deceased, who was the father of John Vestal deceased.

III Catharine McBride, Eva Knight, George Ann Vestal, Jennie Corsh, Elizabeth Vestal, O.M. Collister and David Vestal, who were the children and only legal representatives of George W. Vestal deceased, who was the brother of William Vestal deceased, who was the father of John Vestal deceased.

IV The parties above named have the following undivided estate in said premises.

1st " Your petitioner one undivided third in fee.

2nd " The said Martha Tulley one undivided third in fee.

3rd " The said Catharine McBride, Eva Knight, George Ann Vestal, Jennie Corsh, Elizabeth Vestal, O.M. Collister, and David Vestal each one undivided twenty first part in fee.

V. Your petitioner prays that Martha Tulley, Catharine McBride, Eva Knight, George Ann Vestal, Jennie Corsh, Elizabeth Vestal, O.M. Collister, and David Vestal be made parties defendant to this petition and your

petitioner desiring to hold his said interest in severalty prays that partition be made; or if partition cannot without manifest injury be made, then that the premises may be sold, or other order taken pursuant to the statute.

Martin O'Donnell,
Attorney for Plaintiff.

State of Ohio,
Madison County ss.

George W. Vestal Plaintiff, being first duly sworn says that the matters stated and allegations contained in the foregoing pleading are as he believes true.

George W. Vestal. [Seal]

Sworn to before me and subscribed in my presence this 24th day of March A. D. 1882.

Warne O'Donnell,
Notary Public, Madison County, Ohio.

George W. Vestal, Plaintiff,
vs.
Martha Fulley, Catharine McBride, Eva Knight, George Ann Vestal, Jennie Corsh, Eligabeth Vestal, O. M. Collister and David Vestal, Defendts

Court of Common Pleas, Union County, Ohio.

Summons

To Clerk:

Please issue a summons on the within petition for Martha Fulley, directed to the Sheriff of Madison County, Ohio, and for Catharine McBride, Eva Knight, George Ann Vestal, Jennie Corsh, Eligabeth Vestal, O. M. Collister and David Vestal directed to the Sheriff of Madison County, Ohio, returnable according to law.

Prayer of petition for partition; or if partition cannot without manifest injury be made then that the premises be sold and for equitable relief.

Martin O'Donnell,
Plaintiff's Attorney.

Afterward on the 24th day of March, 1882 the following Waiver of Summons was filed with the Clerk of said Court which reads as follows:

Vestal vs. Vestal et al } Court of Common Pleas Union County, Ohio.

Waiver of Summons

We the undersigned party Defendant to the petition in said cause hereby waive issuing and service of summons and voluntarily enter our appearance as such Defendants.

Evalina K. Knight.

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Afterward on the 24th day of March, 1882 the following Waiver of Summons was filed with the Clerk of said Court which reads as follows:

Vestal vs. } Court of Common Pleas
Fulley et al. } Union County, Ohio.

Waiver of Summons

We the undersigned parties Defendant to the petition in said cause hereby waive issuing and service of Summons and voluntarily enter our appearance as such Defendants.

David Vestal
Virginia V. Horst
Georgiana Vestal
Elizabeth A. Vestal
M. Kate McBride
Olive M. Collister.

The State of Ohio } To the Sheriff of the County of Madison.
Union County, ss. } Greeting:

We command you to notify Martha Fulley that she has been sued by George W. Vestal in the Court of Common Pleas of Union County, and that unless she answers by the 29th day of April A. D. 1882, the Petition of the said Plaintiff against her, filed in the Clerks office of said Court, such petition will be taken as true, and judgment rendered accordingly.

Summons

You will make due return of this Summons on the 10th day of April A. D. 1882.

[Seal] Witness my hand and the seal of said Court, this 25th day of March A. D. 1882. J. D. Burgner, Clerk

By Deputy.

The foregoing Summons was filed with the Clerk of said Court April 3rd 1882. J. D. Burgner, Clerk.

Afterward on the 24th day of May, 1882. the following Entry was made by the Clerk on the Journal of said Court which reads as follows:

George W. Vestal, Plaintiff,
against
Martha Fulley, Catharine McBride, Eva Wright, George Ann Vestal, Jennie Corsh, Elizabeth Vestal, O. M. Collister, E. David Vestal, Defendants.

Court of Common Pleas, Union County, Ohio.

Entry

Now came the Plaintiff herein by his Attorney, and his petition thereupon coming on to be heard, the Court find that all the Defendants have had due legal notice of the pendency and demand of the said petition, and that they are in default for answer

and demurrer; and that the said petition is thereby by them confessed to be true.
Thereupon the Court find that the said George W. Vestal, Plaintiff, is seized of and has a legal right to the undivided one third part of the estate described in the petition and is entitled to have partition made of said premises, that the Defendants are tenants in common with the said Plaintiff in the said premises in the following proportions to wit: That the said Martha Bailey is entitled to the undivided one third part of said premises.
The said Catharine A. Bride, Eva Wright, George Wm Vestal, Jennie Bond, Elizabeth Vestal, O. M. Collister & David Vestal each one undivided twenty first part in fee and no reason appearing why partition should not be made.
It is therefore ordered, adjudged, & decreed that partition of said estate be made and an order issued to the Sheriff of the said Court of Union commanding him that by the oaths of Ezra Hedges, A. J. Blake & P. Beatty, three judicious & disinterested freeholders of the precincts who are hereby appointed commissioners for the purpose, he cause to be set off and divided to the said Plaintiff and to each of 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 free from any dower estate whatever.
And of his proceedings herein the said Sheriff is ordered to make due return without unnecessary delay forthwith.

Martin O'Donnell,
Attorney for Plaintiff.

Afterward on the 21st day of May A.D. 1882 the following Writ of Partition was filed with the Clerk of said Court.

Writ of Partition

The State of Ohio, } To the Sheriff of said County—
Union County ss. } Greeting:

We command you that without delay, by the oaths of Ezra Hedges, A. J. Blake & P. Beatty, you cause partition to be made of the following described premises situate in the County of Union and State aforesaid to-wit: Being in Lot No 248 in A. F. Marriotts addition to the town of Richwood, Union County, Ohio, for a more complete description reference is hereby made to the plat of said addition duly recorded in the records of Union County, Ohio. Also the following described premises situate in the village of Richwood, County of Union & state of Ohio.

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Sheriffs Return.

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Commissioners Report.

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Partition

dated February 22nd 1866 and recorded in Union County Records of deeds Book 30, Page 7, and in the north line of Ottawa Street thence N 15° W 133⅓ feet with said E line to a stake, thence westerly and parallel with said Ottawa Street 40 feet thence S 15° E and parallel with said E line 133⅓ feet to the N line of Ottawa Street, thence 40 feet to the place of beginning, containing nineteen & one half ~~acres~~ square rods of land.
Also the following land in Survey No. 6443 and bounded and described as follows:
Beginning at Joseph Riley's S.E. corner thence N. 18° W south said Riley's East line 18 4/10 poles to a stake, thence N 72° E 8 4/10 poles to a stake, thence S 15° E 18 4/10 poles to a stake in the center of the road, thence S 72° W 18 4/10 poles to the place of beginning, containing one acre of land.

To George N. Vestal one equal third part,
To Martha Fulley one equal third part,
to Catharine McBride one twenty first part,
to Eva Wright one twenty-first part,
to Georganna Vestal one twenty-first part,
to Jennie Corsh one twenty-first part,
to Elizabeth Vestal one twenty-first part,
to O. M. Collister one twenty-first part,
to David Vestal one twenty-first part,
in pursuance of an order lately made in our Court of Common Pleas, within & for the said County of Union, in a certain Petition for Partition wherein the said Georg N. Vestal was petitioner, and the said Martha Fulley, Catharine McBride, Eva Wright, Georganna Vestal, Jennie Corsh, Elizabeth Vestal, O. M. Collister and David Vestal 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 25th day of May A.D. 1882.
J. D. Burgner, Clerk.

Sheriff's Return. As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of Ezra Hedges, A. J. Blake and S. A. Cratty causing said partition to be made as will appear by the report of the Commissioners, herewith returned.
Given under my hand this 31st day of May A.D. 1882.
John Hobensack, Sheriff.

Commissioners Report. George N. Vestal against Martha Fulley et al } Court of Common Pleas, Union Co., Ohio ss.
On Partition.
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 Free & Clear.

1st Described Property Lot 243 Five Hundred Dollars.
2nd " Described Property Lot Fifty Dollars.
3rd " Described Property one acre Four Hundred and Fifty Dollars.

Given under our hands this 31st day of May, A.D. 1882.

Ezra Hodges
F. J. Blake
E. P. Cratty } Commissioners.

Order of Sale in Partition.

Entered on the 27th day of June, 1882 the following Entry for Order of Sale was made by the Clerk on the Journal of said Court.

George W. Vestal, Plaintiff, against Martha Tully et al, Defendants } Court of Common Pleas, Union County, Ohio.

Entry for Order of Sale.

On motion of the Court by J. M. Kennedy one of the counsel for said Petitioner and upon producing the returns 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, it is hereby ordered that the said proceedings and report be and the same is hereby approved and confirmed and thereupon neither of said parties electing to take the said premises at 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.

George W. Vestal, Plaintiff, Martha Tully et al, Defendant. } Court of Common Pleas, Union County, Ohio, May Term, 1882

Issue Order of Sale in Partition to Sheriff of Union County, according to law.

Martin O'Donnell,
per J. M. Kennedy,
Attorney for Plaintiff.

The foregoing Order of Sale was filed with the Clerk June 27 A.D. 1881.

Sheriff's Return.

Afterward on the 5th day of August, 1882, the following Order of Sale in Partition was issued by the Clerk which reads in words and figures as follows:

The State of Ohio, } ss.
Union County } To the Sheriff of said County, Greeting:

Order of Sale in Partition.

[Seal]

Sheriff's Return.

Order of Sale in Partition.

In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the May Term A.D. 1882, in a certain Petition for Partition, now pending in said Court, wherein George W. Vestal is Petitioner, and Martha Bailey, Catharine Mc Bride, Ova Wright, George Ann Vestal, Jennie Vestal, Elizabeth M. Vestal, C. M. Collister and David Vestal are defendants, we command you that, without delay, you proceed to sell at public ~~sale~~ auction the lands and tenements in said petition described, to-wit:

Situate in the County of Union State of Ohio, being in lot No 243 in A. E. Marriott's Addition to the town of Richwood, Union County, Ohio, for a more complete description reference is hereby made to the plot of said Addition duly recorded in the Records of Union County, Ohio. Also the following described premises situate in the Village of Richwood, County of Union, State of Ohio.

Beginning in the East line of the four acre lot conveyed to Samuel Murphey by Isaac Headley, by deed dated February 22nd 1866 and recorded in Union County records of deeds, Book 30, Page 7 and in the N line of Ottawa Street thence N 18° W. 133⅓ feet with said east line to a stake, thence westerly and parallel with said Ottawa Street 80 feet, thence S 18° E. and parallel with said E. line 133⅓ feet to the N line of Ottawa Street, thence 80 feet to the place of beginning, containing nineteen and one half square rods of land. Also the following land in Survey No 6307 and bounded and described as follows: Beginning at Joseph Riley's S. E. corner, thence N. 18° W with said Riley's E. line 18 46/100 poles to a stake, thence N. 72° E. 8 67/100 poles to a stake, thence S. 18° E. 18 46/100 poles to a stake, in the centre of the road, thence S. 72° W. 8 67/100 poles to the beginning containing one acre of land.

1st described property, Lot 243	$500 00
2nd described property,	$50 00
3rd described property one acre	$450 00

Free of 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.

[Seal] Witness my hand and the Seal of the said Court, at Marysville, Ohio, this 28th day of June A.D. 1882.

J. L. Burgner, Clerk.

Sheriff's 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 Richwood Gazette a newspaper printed and in general circulation in Union County, Ohio, and on the 5th day of August A.D. 1882, 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:
1st described property sold to Abraham B. Butler, $335.00
2nd described property sold to Theadore F. Wilson, $ 34.00
3rd described property sold to Perry Hoskins $301.00
said sum being more than two thirds the appraised value;
and they being the highest and best bidders were declared
the purchasers.
John Hobensack, Sheriff.
Union County, Ohio.

Afterward the following Proof of Publication was filed with the Clerk of said Court:

Proof of Publication

State of Ohio, }
Union County ss. }

I, Robert Smith, do make oath that the advertisement of which the annexed is a copy, was published for 5 weeks, to wit: July 6th, 13th, 20th, 27th and August 3rd, 1882, in the Richwood Gazette, a Weekly Newspaper, printed in and being of general circulation within said County and of which I am editor. Robert Smith.

Sworn to and subscribed before me, this 9th day of September A. D. 1882.

J. L. Burgner, Clerk.

George W. Vestal
vs.
Martha Tully et al } On Order of Sale in Partition.

Sheriffs Sale.

By virtue of the above stated writ to me directed from the Court of Common Pleas, Union County, Ohio, I will offer at Public Sale at the door of the Court House in Marysville, Ohio, on Saturday, August 5th 1882, at or about the hour of one o'clock P. M. on said day, the following described real estate to-wit:

Situate in the Township of Claibourne, Village of Richwood, County of Union, State of Ohio, and being known and described as In-lot No. 243 in A. J. Marriotte addition to the town of Richwood, Union County, Ohio. For a more complete description reference is hereby made to the plat of said addition duly recorded in the records of Union County, Ohio.
Also the following described premises: Situate in the Village of Richwood, County of Union & State of Ohio and beginning in the east line of the four acre lot conveyed to Samuel Murphey by Isaac Headley by deed dated February 22nd 1866 and recorded in Union County records of deeds, Book 38 Page 7, and in the north line of Ottawa Street thence N. 18° W. 133 1/3 feet with said east line to a stake, thence westerly and parallel with said Ottawa Street 40 feet thence S. 18° E.

Entry No 3994

and parallel with said Ottawa Street 40 feet thence S. 18° E. and one-half rods to the place of beginning, also the following described premises: Situate in the Village of Richwood, County of Union and State of Ohio and beginning at a stake in the north line of Ottawa Street thence N. 18° W. 133 1/3 feet to a stake, thence W. 40 feet to a stake, thence S. 18° E. 133 1/3 feet to the north line of Ottawa Street, thence E. 40 feet to the place of beginning containing one acre more or less.
1st described property sold to George W. Vestal, $
2nd described property sold to Martha Tully, $
3rd described property sold to George W. Vestal, $
Martha Tully

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and parallel with said east line 133⅓ feet to the line of Ottawa Street thence 40 feet to the place of beginning; containing nineteen and one-half square rods of land.
Also the following land in Survey No 6307 and bounded and described as follows: Beginning at Joseph Riley's S.E. Corner thence N. 18° W. with said Riley's east line 18 46/100 poles to a stake, thence S. 18° E. 18 46/100 poles to a stake in the centre of the road, thence S. 72° W. 5 42/100 poles to the place of beginning, containing one acre of land.

1st described property, lot 243 appraised at $500 00
2nd " described property, appraised at 50 00
3rd " described property, appraised at 450 00
Total appraisement $1000 00

Terms of sale ⅓ cash ⅓ in one year and ⅓ in two years with interest on deferred payments.

John Hovencack, Sheriff,
of Huron County, Ohio.

M. O. Donnell and J. M. Kennedy, Attorneys.
July 6th 1882.

Afterwards on the 15th day of September A.D. 1882 the following Entry was made on the Journal by the Clerk of said Court Which reads as follows.

Entry No 3994

George W. Vestal Plaintiff.
Vs.
Martha Tully Etal. Defendants.

On motion of the Plaintiff and upon ~~Pleadings~~ the return of the Sheriff of his Proceedings and Sale under the former order of this Court and the Cause being Satisfied on examination that the Same have been had in all respects according to law the said Proceedings and Sale and hereby approved and confirmed and the said Sheriff is ordered by deed duly executed to Convey said Premises to Abraham B. Butler, Theodore Wilson and Perry Haskins Purchasers the Portion of said premises purchased by them respectively in Fee Simple. It is further ordered that out of the proceeds of said Sale the Sheriff pay First to the Treasurer of said County $20 13/100 being the Taxes and penalty due on said premises, Secondly to the Clerk of this Court the costs of this Action including a counsel fee of Twenty Eight 40/100 Dollars to Martin O. Donnell for his Services herein Taxed at $. Thirdly and of the residue of the proceeds of said Sale to the Plaintiff George W. Vestal One third of the Cash proceeds to Wit: 40 07/100 and also one third of the notes for the deferred payments. To the defendants Martha Tully one fourth of the cash proceeds To Wit: the sum of $40 02/100 and also one third of the notes for the deferred payments. To the Defendants Catherine McBride, Eva Wright George Ann Vestal Jennie Cordia Elizabeth Vestal, A. M. Collister and David Vestal one Twenty first. Each of the cash proceeds of said Sale To Wit. the Sum of $ 5 71 and also one Twenty first

of the notes for the deferred Payments each.
Attest. J. D. Burgner, Clerk.

Pleas before his Honor John A. Price 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 of the Tenth Judicial District and State of Ohio on the 11th day September A.D. 1882. The following Petition was filed with the Clerk of Said Court which reads as follows To Wit:

Petition. The Incorporated Village of Marysville Plaintiff
No 4082 vs.
Mary A. Guthrie
Benjamin A. Fay.
Hester A. Fay.
Defendants.

Court of Common Pleas
Union County Ohio=
Application for the Appropriation of private property to public use=

The Village of Marysville Plaintiff in Said County and State, now comes and makes application to the Court for the appropriation of the private property hereinafter described to the use of Said Village for the purpose of Extending and opening South Street in Said Village The line of the Street to be a Continuation West of the present line of South Street and forcing the lots and lands owned by Benjamin A. Fay Hester A. Fay and Mary A. Guthrie (formerly owned by John Guthrie Deceased.) Until it intersects Kenton Avenue The lands to be appropriated for the construction of Said Street are described as Follows:

Beginning at a point 41 feet West from the North West corner of Lot No 164 now owned by Mrs Abbie B. Mowrey. Thence following the Course of the South Margin of Said South Street West 88 feet to the East margin of Kenton Avenue. Thence North along the East Margin of Kenton Avenue 66 feet. Thence East parallel with the South Margin of South Street 88 feet. thence South 66 feet to the Beginning. Being Sixteen feet North and South by 49½ East and West off of the North End of out Lot Number 42 owned by Hester A. Fay containing Seven hundred and Ninety two Square feet (792) or 2 9/10 Square poles of land Also 16 feet North and South by 38½ feet East and West off of the North End of a parcel of land owned by Benjamin A. Fay and lying between out Lots No 42 and Kenton Avenue Containing 616 Square feet or 2 22/100 Square poles of land Also Eighty Eight feet East and West by Fifty feet North and South off of the South End of out Lot No 41 owned by Mary A. Guthrie (formerly owned by John Guthrie deceased) Containing 4400 Square feet or 16 16/100 Square poles of land - the whole amount of land to be appropriated 5808 Square feet or 21 28/100 Square poles= For cause Said Village says that the public welfare demands and necessity requires that Said South Street be opened Extended and improved over and through the lands hereinbefore described for Said distance and Width and that in order to Extend Said Street it is necessary that the Said lands of the Said Mary A. Guthrie Benjamin A. Fay and Hester A. Fay thus

affidavit

4082 Notice

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Private Property to be condemned or appropriated to public use.
It also Says that said Street is to be Extended in conformity to a Survey
made by Charles Lee Engineer and recorded in the ordinance records of
said Village of Marysville also It further Says that on the 19th day of Decembr
A.D. 1881 a resolution declaring the Necessity of said appropriation of
private property to public use and also declaring the intention of the Counce of
said Village, to Extend said Street as hereinbefore Set forth was passed by the
Council of said Village by the Consent of more than two thirds of all the members
Elected to said Council in favour thereof; And that upon the passage thereof
the yeas and Nays were Taken and Entered upon the record of the
proceedings of said Counsil; and said resolution was duly recorded in a
book provided for that purpose and said record was duly Signed
by the Mayor and Clerk of said Village. The said Village therefore ask
that the necessary legal proceedings may be had to appropriate the lands
hereinbefore described belonging to said Mary A. Guthrie Benjamin A. Fay and
Hester A. Fay to the use of said Village for the said purpose of Extending
said South Street; That a Jury may be Empannelled for the purpose of
Assessing the amount of Compensation to be paid to said above named Parties
respectively for the portion of the lands of Each so Sought to be Taken as
well as for Damages if any resulting to the remaining portion of said
above named parties respectively in consequence of such Appropriation
And that all Such orders Judgements and decrees may be made and Entered
by the Court and Such other proceedings had in the premises as are
Authorized by law.

Village of Marysville O
By R. L. Woodburn its Attorney

affidavit

The State of Ohio Union County ss.
John A. Kinkade being Sworn Says that he is Mayor of the Village
of Marysville Ohio and that the facts Stated and Allegations Contained
in the foregoing application as Pending are True as he Verily believes.

John A. Kinkade

Sworn to by John A. Kinkade before me and Signed by him in
My presence This day of August A.D. 1882.

R. Bergner Clerk

Afterward on the fifteenth day of August the following Notice
was filed with the Clerk of said Court which reads as follows
To Wit:

4082
Notice

To Mary A. Guthrie, Benjamin A. Fay and Hester A. Fay

You are Each hereby Notified that the Village of Marysville Union County
Ohio - Did on the 14th day of August A.D. 1882 file in the office of
Clerk of the Court of Common Pleas of said County an application
in which it asks an appropriation of the following private property
for the purpose of Extending and opening South Street in said
Village The line of the Street to be a Connection west of the
present line of South Street and passing the lots and lands
owned by Benjamin A. Fay Hester A. Fay and Mary A. Guthrie for-
merly owned by John Guthrie now deceased) until it intersects Kenton
Avenue. The lands to be appropriated for the construction of said
Street and described as follows Beginning at a point 41 feet West
from the North West Corner of Lot No 164 now owned by Mrs.

Abbie B. Mowrey thence following the course of the South Margin of said South Street West 88 feet to the East Margin of Kenton Avenue Thence North along the East Margin of Kenton Avenue 66 feet thence East parallel with the South Margin of South Street 88 feet Thence South 66 feet to the beginning Being Sixteen feet North and South by 49½ East and West off of the North End of out Lot Number 42 owned by Hester A. Fay Containing Seven Hundred and Ninety Two Square feet (792) or 2 4/10 Square Poles of land Also 16" feet North and South by 38½ feet East and West off of the North End of a parcel of land owned by Benjamin A. Fay and lying between Out Lot No. 42 and Kenton Avenue Containing 616 Square feet or 2 2/10 Square poles of land Also Eighty Eight feet East and West by Fifty feet North and South off of the South End of Out Lott No 41 owned by Mary A. Guthrie (formerly owned by John Guthrie deceased) Containing 4400 Square feet or 16 10/10 Square Poles of land - The Whole amount of land to be appropriated 5808 Square feet or 21 8/10 Square poles Said proceeding to appropriate Said land is now pending in Said Court of Common Pleas and on application for impannelling a Jury for that purpose will be made to said Court by Said Village on the 11" day of September A. D. 1882. at 10 o'clock A. M. or as Soon thereafter as Counsel can be heard by the Court

Village of Marysville
By R. L. Woodburn its Attorney

I hereby Acknowledge Service of the within Notice by Copy and Enter my appearance herein this 13" day of August 1882. Mary A. Guthrie
By O. M. Scott Her Agt.

Return — Received this Writ August 12" 1882. And on the 12" day of August 1882 I Served this Notice by delivering a certified Copy thereof to Mary A. Guthrie Benjamin A. Fay and Hester A. Fay
Fees Service 60 Mileage 30 Copies 60. Total $1.30
John Hobensack Sheriff.

4082 — Afterward on the 18" day of August The Following Notice was filed With the Clerk of Said Court Which reads as follows To wit:

Notice — To Mary A. Guthrie Benjamin A. Fay and Hester A. Fay You are Each hereby Notified That the Village of Marysville Union County Ohio did on the 14" day of August A. D. 1882 file in the office of the Clerk of the Court of Common Pleas of Said County an application in Which it asks and appropriation of the following private property for the purpose of Extending and opening South Street in Said Village The line of the Street to be a continuation West of the present line of South Street and passing the lots and lands owned by Benjamin A. Fay Hester A. Fay and Mary A. Guthrie (formerly owned by John Guthrie deceased) Until it intersects Kenton Avenue The land to be appropriated for the construction of Said street are described as follows. Beginning at a point 41 feet West from the North West corner of Lot No. 164 Now owned by Mrs. Abbie B. Mowrey thence following the course of South Margin of said South street West 88 feet to the East Margin of Kenton Avenue Thence North along the East Margin of Kenton Avenue 66 feet thence East parallel with the South Margin of South Street 88 feet Thence South 66 feet to the beginning Being Sixteen feet North and South by 49½ East and West off of the North

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End of out Lot Number 42 owned by Hester A. Fay Containing Sevenhundred and Ninety Two Sqruair feet (792) or 2 9/10 Sqruair poles of land - also 16 feet North and South by 38½ feet East and West off of the North End of a parcel of land owned by By Benyamine A. Fay lying between Out Lot No 42 and Kenton Avenue Containing 816 Sqruair feet or 2 22/100 Sqruair poles of land Also Eighty Eight feet East and West by Fifty feet North and South off of the South End of out Lot No 41 owned by Mary A. Guthrie (formerly owned by John Guthrie deceased) Containing 4400 Sqruair feet or 16 16/100 Sqruair poles of Land The Whole Amount of land to be appropriated 5808 Sqruair feet or 21 28/100 Sqruair poles Said Proceedings to appropriate Said Land is now pending in Said Court of Common Pleas - And an Application for Empaneling a Jury for that purpose will be made to Said Court by said Village on the 11th day of September A.D. 1882 at 10. o clock A.M. or as soon thereafter as Counsel can be heard by the Court.

Return. I Hereby Certify that on the 15th day of August 1882 I delivered A true Copy of this Writ to Benyamine A. Fay & Hester A. Fay Fees. Servic 46c Copy 40c Mileage 16c Total $1.01

John Hobensack Sheriff.

4082 Order. Afterward on the 3rd day of October A.D. 1882. The following order was issued to the Sheriff of Union County by the Clerk of said Court Which reads in words and Figures as Follows.

To the Sheriff of Union County Ohio You are hereby Commanded to conduct the twelve Jurors named in the panne to this writ annexed to view the property or premises Sought to be appropriated by the Village of Marysville Ohio owned by Mary A. Guthrie Ben. A. Fay & Hester A. Fay on the 3rd day of October A.D. 1882 then and there to View the premises aforesaid and you Shall make return of the manner you have Executed this writ to this Court and on the 3rd day of October A.D. 1882 and have you then and there this writ Witness my hand and Seal this 3rd day of October A.D. 1882.

J. L. Bingner. Clerk

1 M. Thompson.	5 H. C. Bonnett.	9 L. W. Wards.	
2 H. S. Smith.	6 Dan M Campbell.	10 J. M. Dunn	
3 J. V. Nash.	7 Dan W. March	11. C. M. Robinson.	12 James Cooley.
4 Isaac Bonnersmith.	8 A W. Torrence.		

Received this writ October 3rd A.D. 1882 and according to the Commands of the within Order I have conveyed the within named panne of Jurors to the place designated in Said order and they have Viewed the property Sought to be condemned by the Village of Marysville Ohio and now I have their Bodies here forrasant in Court.

Service 60 Mileage 32. Total 92c

John Hobensack Sheriff.

4082 Afterwards on the 4th day of October A.D. 1882. the following Entry was made on the Journal of the Clerk of Said Court which reads as Follows=

Entry. Village of Marysville vs. Mary A. Guthrie Etal

Court of Common Pleas Union County O.

The Jury in this case being first duly Empannelled and Sworn made actual View of the premises under the order of the

Court and after hearing the Evidence and Charge of the Court do assess the amount of Compensation due the defendants for the land appropriated by said Village as described in said petition for making said improvement as follows. Mary A. Guthrie. $ 1800.00

Hester A. Fay. $ 196 66/100

And we do assess the damages that will accrue to the remainder of said defendants premises by reason of said appropriation as follows.

Mary A. Guthrie $ 00 Hester A. Fay $ 00. M. Thompson D. D. Smith, J. V. Nash. Isaac Bowersmith. Thomas McCampbell. Daniel H. March. E. M. Robinson L. A. Harbes. J. M. Dunn. A. H. Torrence. James Cooley. H. C. Bennett.

It is Therefore Considered Ordered and adjudged by the Court that the Applicant The Incorporated Village of Marysville Ohio pay to the owners of the lands so appropriated the Compensation as aforesaid found due to them To wit— To Mary A. Guthrie the owner of a Strip of land Eighty Eight feet long and fifty feet wide the Sum of Eighteen Hundred Dollars To Hester A. Fay the owner of a Strip of land Eighty Eight feet long and Sixteen feet wide the Sum of one hundred and Ninety Six & 66 2/3 100 dollars the said B. A. Fay disclaims any interest in the Same. It is further ordered by the Court that payment of said Sums be made to said parties named as Entitled thereto within Six Months from this date and that upon such payment being made to said Several parties or upon said Several Sums being Secured To said parties to their Satisfaction It Shall be lawfull for said Incorporated Village of Marysville Ohio to Enter upon and Take possession of the premises So appropriated for the purpose for which Same was appropriated and it is further ordered that the Village of Marysville Ohio pay the Costs of this prosecution Taxed to D and it is agreed & Understood that B. A. Fay & Hester A. Fay have no rights which they have or claim to have in the Lands Situate North of and adjoining them from home in which they dwell not described in the Petition.

Attest: J. D. Burgner Clerk.

No 3934 Pleas Before his Honor John A. Price 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 of the tenth Judicial district and State of Ohio

The following petition was filed with the Clerk of said Court which reads as Follows To wit:

Petition

Peleg Cranston Administrator of Estate of Newton Case. Deceased Plaintiff.

vs.

Levi Winters. Nancy Winters and H. H. Folk. Defendants

Court of Common Pleas Union County Ohio

Plaintiff Says: On the 17th day of August A.D. 1881 he was duly appointed and qualified & Letters were granted to him as administrator of Estate of Newton Case late of said County deceased by the Probate Court of said County.

I Caus of Action: Plaintiff Says his first Caus of action is founded

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Upon a Promissary Note made and delivered by the defendant Levi Winters to the defendant W. H. Folk and to which Said Note came into possession of this Said Newton Case. While in full life in the regular course of business for a Valuable Consideration and was owned by Said Newton Case at the time of his Death. Said Note is in the words and figures following To wit:

" April 2nd 1866 - Five years after date I promise to pay William Folk.
" or order the Sum of ($440) Four Hundred and forty Dollars with
" interest from date for Value received.
" Mortgage to Secure this Stamped. 3 Levi Winters.
" On Said Note Appears the following Endorsement.
" December the 20th 69 I Sign my interest in this Note to Newton Case
W. H. Folk.

There is due from the defendant Levi Winters to the plaintiff as said administrator of the Estate of Said Newton Case the Sum of Four hundred and forty Dollars which he claims with interest from April 2nd 1866.

II Cause of Action.

The defendants Levi Winters and Nancy Winters his wife to Secure the payment of Said note hereinbefore Set forth in the first Caus of Action Executed and delivered to the Said Newton Case their Mortgage deed and thereby Conveyed to the Said William H. Folk his heirs and assigns the following lands and Tenements Situate in the County of Union in the State of Ohio and in the Township of Liberty and Bounded & described as Follows Viz: Beginning at the West 3/4 of Lot No 8 of the Subdivision of Said Survey - Beginning at a Sugar and two Buck trees N. E. Corner of Lot No 9 - Thence with the line of Lot No 9 South 8° W. 242 poles to a Stone in the Center of the Delaware road at a Cherry and Sugar tree - Thence with Said road N. 71° E. 68 3/4 poles to Stake - thence N. 8° E. 220 poles to the line of Robert Kerrs land. Thence with his line N 82° W. 62 3/4 poles to the Beginning Containing 83 39/160 acres More or less. The Condition Contained in Said Mortgage deed was in Substance that if Said Levi Winters Should pay or Cause to be paid unto the Said Wm Folk, Twenty two hundred Dollars as follows $440 on 2nd day of April 1867 $440 on the 2nd day of April 1868; $440 on the 2nd day of April 1869 $440 on the 2nd day of April 1870 $440 on the 2nd day of April 1871 (for Said Sums the Said Levi Winters having given his Several notes payable as above then the said Mortgage deed to be Void otherwise to be and remain in full force and Virtue in law, on the 10th day of April A.D. 1866 at 10 3/4 O'clock Am 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 1866 in Book 5 on Page 528 & 529 of the Mortgage Records of Said County. The deed has become Absolute - There is due and remaining Unpaid on Said indebtedness the sum of four hundred and forty Dollars with interest from April 2nd 1866. Plaintiff asks Judgement against the defendant Levi Winters for the Sum of four hundred and forty Dollars with interest from April 2nd 1866 and 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 the ballance and for all proper relief.

3954 Affidavit

State of Ohio Union County S.S.
Peleg Cranston being duly Sworn According to law Says the facts Stated and Allegations in his foregoing petition are as he Verily believes True.

Peleg Cranston.

Sworn to before me by Peleg Cranston and by him Subscribed in my presence This 16th day of December A.D. 1881

N. M. Winget Clerk.

Summons

The State of Ohio Union County S.S.
To the Sheriff of the County of Union. Greeting: We Command you to notify Levi Winters. Nancy Winters and W. H. Folk that they have been Sued by Peleg Cranston Administrator of the Estate of Newton Case dec'd. in the Court of Common Pleas of Union County and that Unless they answer by the 14th day of January A.D. 1882 the Petition of the Said Peleg Cranston 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 December A.D. 1881.

Witness my hand and the Seal of Said Court this 16th day of December A.D. 1881.

N. M. Winget Clerk

Return.

The State of Ohio Union County S.S.
Received this writ December 16th A.D. 1881. at 2 O' clock P.M. and pursuant to its Command I Served the Same on the 20th day of December 1881 by delivering a certified Copy thereof with the endorsements thereon to each of the within named Defendants.
Fee Service 60¢ Mileage $2.56. Copy 60¢ Total $3.76 John Hobensack, Sheriff.

3954 Answer

Afterward on the 17th day of January A.D. 1882. The Following Answer was filed with the Clerk of Said Court Which reads as follows To wit;

Peleg Cranston Administrator
of the Estate of Newton Case Dec'd, Plaintiff.
Vs.
Levi Winters and Margery Winters Defts.

Court of Common Pleas Union Coun Ohio

The defendant Levi Winters now comes and for his answer to the Petition of the plaintiff herein Says That he admits that Said plaintiff is the Administrator of the Estate of Newton Case deceased. That he Executed the note and mortgage described in the plaintiffs Petition This defendant further answering Says the plaintiff ought not to have and maintain his Said action against him because he says there is a failure of consideration of Said note in this to wit: That since the 1st day of April in the year 1866 he paid to the Said Newton Case in his life time interest at 12 per cent per annum on Said note to and until the 1st day of April 1882. That on or about the 27th day of May A.D. 1880 he paid to the said Newton Case Fifty Dollars to be credited on Said note which credit the Said Newton Case failed and neglected to place on Said note That he is Still Entitled to a credit of Fifty Dollars on said note at Said date. That there is due to the plaintiff on Said note the Sum of Two Hundred and Thirty Six and 24/100 Dollars and no more. Wherefore Defendant ask that he may recover his costs herein.

State of Ohio Union County SS.
Levi Winters being duly Sworn Says the facts Stated and Allegations Made in his foregoing Answer are as he believes true

Levi Winters.

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Sworn to before me and Signed by the Said Levi Winters in my Presance this 17th day of January A.D. 1882.

W. M. Winget Clerk.

No 3954

Motion.

Afterward on the 20th day of January A.D. 1882. the following motion was filed with the Clerk of Said Court which reads as Follows Viz:

Peleg Cranston Administrator of the Estate of Newton Case Decd, Plaintiff.

vs.

Levi Winters Nancy Winters & W. H. Folk.

Court of Common Pleas Union County Ohio

And now comes the Plaintiff herein and Moves the Court for an order requiring the Defendants to make them answer herein more definite and Certain in this To wit: That they State more definitely in what respect there is a failure of Consideration in the Notes & Mortgages in the petition described & to What Extent.

3954

Entry.

Afterwards On the 7th day of February A.D. 1882. The following Entry was placed on the Jornal of By the Clerk of Said Court. which reads as Follows To wit;

Peleg Cranston Administrator of Newton Case Deceased Plaintiff.

vs.

Levi Winters Et. als. Defendants

This day came the parties by their Attorneys and this Causes Came on to be heard upon motion of plaintiff to Confirm report of referee herein and it appearing to the Court that the Said referee had found and determined that there was a balance due from the defendant Levi Winters to the Said Peleg Cranston Administrator of the Said Newton Case in the Said Causes Nos. 3952 & 3954 the Sum of Eleven hundred forty and $^{00}_{100}$ Dollars on the 1st day of October A.D. 1882 And that the Same is a mortgage lien on the premises in the petition described that the Said Levi Winters And Nancy Winters his Wife Executed and delivered the mortgage deed in the petition Set forth that the Condition of defeasance of Said Mortgage has been broken and the Said Plaintiff is thereby Entitled to have the defendants Equity of redemption foreclosed. It is therefore Considered Ordered Adjudged and decreed that the report of the referee be and the Same is hereby approved and Confirmed and that Unless the defendants Levi Winters & Nancy Winters or Either of them Shall Within ten days from the Entry of this decree pay or Cause to be paid the Said Sum of 1140^{00}_{100}$ with interest from the first day of October A.D. 1882 and the Costs in this Case including one half of fee to referee To wit: Twenty five Dollars Plaintiff to pay the other half of Said fee To wit: Twenty five Dollars. that the defendants Equity of redemption be foreclosed and that Said premises Shall be Sold and to that end an order of Sale Shall issue to the Sheriff of Said Union County directing him to sell said premises as upon Execution and bring the proceeds into Court for further Orders.

3954

Afterwards on the 9th day of May A.D. 1882 the following Reply was Filed with the Clerk of Said Court which reads as follows Viz:

Reply

Peleg Cranston Administrator of Newton Case. Plaintiff
Vs.
Levi Winters. Etal Defendants.

Court of Common Pleas Union County Ohio

And now comes the Plaintiff herein and for reply to the Defendants answer herein Says that he knows nothing concerning the matter therein set forth and therefore he denies each and every allegation therein set forth and prays Judgement as in his petition.

State of Ohio Union County S.S.

Peleg Cranston being duly Sworn according to law Says the facts Stated and Allegations in his foregoing reply are as he verily believes True

Peleg Cranston.

Sworn to before me by Peleg Cranston and by him Subscribed in my presance This 9th day of May 1882 J. L. Burgner Clerk.

The following Entry was made Which reads as Follows To wit;

3934 Entry

Peleg Cranston Administrator
Vs
Levi Winters Etal Defendants.

By Consent of Parties this Cause is referred To John L. Porter Esq as Referee to take Testimony in this Cause & State his findings on the Law & Facts in the issues Joined between the parties & the evidence on which he finds the facts Either party to fix the time of hearing the Cause by giving reasonable Notice to the Referee & the adverse party: and Cause Continued for report.

Pleas before his Honor John A. Price 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 of the tenth Judicial district and State of Ohio

The following Petition was filed with the Clerk of said Court Which reads as follows To wit:

No 3952. Petition

Peleg Cranston. Administrator of Estate of Newton Case. Decd Plaintiff.
Vs.
Levi Winters & Nancy Winters.

Court of Common Pleas. Union County Ohio.

Plaintiff Says: On the 17th day of August 1881 he was duly appointed and qualified and letters were granted to him as administrator of the Estate of Newton Case late of Said County Deceased by the Probate Court of Said County of Union

I Cause of Action: Plaintiff Says that his first Cause of action is founded upon a promissary note made and delivered to the said Newton Case in his life time by the said Levi Winters which said note is in the words and figures following To wit.

" $ 812 Broadway O April 1st 1869.
" On the first day of aprile in the year Eighteen hundred and Seventy four Value
" received I promise to pay Newton Case or order Eight hundred and twelve
" Dollars Without interest

Levi Winters.

This Note Secured by Mortgage Stamped }

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Summons

There is due from the defendant Levi Winters to the Plaintiff as Administrator of the Estate of the said Newton Carr the Sum of Eight Hundred & Twelve Dollars which he claims with interest from Aprile 1st 1870. and for which he asks judgement.

III Cause of Action; The defendants Levi Winters and Nancy Winters his wife to Secure the payment of the note Set forth in the first Cause of action Executed and delivered to the said Newton Carr their Mortgage deed and thereby Conveyed to the said Newton Carr his heirs and assigns the following lands and tenements Situate in said County of Union and State of Ohio and bounded and described as follows- Being in Survey Nos 5778 5641. 5806. & 6495. in the name of Robert Means being the West Three fourths of Lot No 8 of the Sub division of said Survey. Beginning at a Sugar and 2 Buck Trees North East corner of Lot No 9. Thence with the line of Lot No 9 South 8° West 242 poles to a Stone in the Center of the Delaware road at a Cherry & Sugar tree - Thence with said road N 70° E. 68 3/4 to a Stake Thence N. 8° E. 220 poles to the line of Robert Lorns land - Thence with his line N. 82° W. 62 3/4 poles to the Beginning Containing 83 70/100 acres more or less.

The condition contained in said mortgage deed was in substance that if the said Levi Winters Should pay the said Sum of money to said Newton Carr or his assigns When the Same become due Then the said Mortgage deed Should be Void otherwise to be and remain in full force and Virtue. On the 22" day of May A.D. 1869 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 31st day of May 1869 in Book 7 on page 228 of record of Mortgages of said County the said deed has become Absolute There is due and remaining Unpaid on said indebtedness the Sum of Eight hundred and twelve Dollars with interest on Same from Aprile 1st 1870.

The Plantiff therefore asks judgement for the Sum of Eight hundred & twelve Dollars with interest from Aprile 1st 1870 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 the balance.

State of Ohio Union County ss.

Peleg Cranston being duly Sworn according to law Says the facts Stated and Allegations in his foregoing petition are as he verily believes true

Peleg Cranston.

Sworn to before me by Peleg Cranston & by him Subscribed in my presence this 16" day of December 1881. V. M. Winget Clerk

Afterward on the 26" day of December A.D. 1881 Summons was issued by the Clerk of said court to the Sheriff of Union County which was as follows.

Summons

The State of Ohio } To the Sheriff of the County of Union Greeting:
Union County ss. } We Command you to notify Levi Winters and Nancy Winters that they have been sued by Peleg Cranston Administrator of the Estate of Newton Carr Deceased in the Court of Common Pleas of Union County and that unless they answer by the 14" day of January A.D. 1882 the petition of the said Peleg Cranston 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 December A.D. 1881.
Witness my hand and the Seal of Said Court this 16th day of December A.D. 1881.
W. M. Vaught Clerk

Return

The State of Ohio }
Union County ss. } Received this writ December 16th A.D. 188 at 10 o'clock A.M. and pursuant to its Command I Served the Same on the 20th day of December 1881 by delivering a Certified Copy thereof with the endorsement thereon to Each of the within Named Defendants. Serving 45c Mileage 1.60. Copy 40c Total $2.45.
John Hohensack. Sheriff.
Afterward on the 17th day of January A.D. 1882 the following Answer was filed with the Clerk of Said Court which reads as follows To wit:

Answer

Delog Cranston Administrator
of the Estate of Newton Case. Dcd. Plaintiff.
vs.
Levi Winters and Nancy Winters Defendants.

Court of Common Pleas Union County Ohio.

The defendant Levi Winters now Comes and for answer to the petition of the plaintiff Says: He admits that the Said plaintiff is the Administrator of the Estate of Newton Case deceased as herein Alleged. He admits the Execution of the Note and the mortgage described in plaintiffs petition But this defendant Says that plaintiff ought not to maintain this Action thereon because there is and was an Entire failure in the consideration of Said note and Mortgage This Defendant further answering Says That Some time in the year 1866 the Said Newton Case become the owner of Four promisary Notes Executed by this Defendant To Orlo Wm Polk for $440". Each bearing interest at 6 per Cent and no more - that at the date of the Execution of Said note and mortgage this defendant had not paid any of the notes aforesaid. That at the time of the purchase of Said Notes by the Said Newton Case this defendant was to pay the Said Case 12% per annum on Said Notes from 1866, until they was paid = That the note and Mortgage given To Secure the payment of the Same and as discribed in plaintiffs petition was given in Settlement of the interest on Said $1760cc as principal at 12 per Cent from the 2nd day of April 1866 until April 1st 1870 That on the 3rd day of April A.D. 1868 this Defendant paid on one of the notes aforesaid the Sum of $433.30/100 on the 17th day of July 1868 paid on the Same note $35cc August 17th 1868 paid on the Same note $11cc That Said note was Executed by this Defendant April 2nd 1866 for $440cc and due in Two years from the date thereof with interest. That on the 2nd day of April 1869 this Defendant paid to the Said Newton Case on one of said notes the Sum of $432.70/100 That on the 10th day of June 1869 this defendant paid the Sum of $55-00 Making the Notedated April 2nd 1866 and due in three years from the date thereof for $440 with interest.
This defendant further answering says that from the 1st day of April

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A.D. 1870 to and including April the 1st 1881 he has paid to the said Newton Case in Stock money and notes interests at the rate of 12 per cent per annum on the note of $ Eight $ 812 cc Sued on herein. This defendant Says that no other consideration was given for said note than that of interest 12 per Cent per annum on the Four notes aforesaid this defendant further answering Says that this plaintiff ought not to have and maintain his said action against him because the same by reason of the premises has been fully paid by reason of the payment of Sums of money in excess of 8 percent per annum on the Four notes aforesaid and the note Sued on herein, Wherefore this defendant prays Judgement for his costs and that he go hence Without day.

State of Ohio }
3952 Knox County ss. }
Affidavit

Levi Winters being duly Sworn according to law Says that facts Stated and Allegations made in his foregoing Answer are as he believes true. Levi Winters.

Sworn to before me and Signed in my presence by the saide Levi Winters this 17th day of January A.D. 1882. W. M. Knight Clerk

Afterward on the 20th day of January A.D. 1882 the following Motion was filed with the Clerk of Said Court Which reads as follows; To wit:

3932 Peleg Cranston Administrator of Estate
of Norton Case Decd, Plaintiff
Motion Vs.
Levi Winters & Nancy Winters Defendants,

And now Comes the Plaintiff herein And Moves the Court for an order requiring defendants to make their Answer more definite and Certain in this to wit: 1st That they State more definitely in what respect and to What Extent there is a failure of Condition in the note and mortgage in the Petition set forth, 2nd That they State fully the times places and amounts paid on said notes in money. 3rd That they state fully the times places Kinds and Value as well of the Stock admitted to said Norton Case to be applied in payment of said Note

Afterward on the 1st day of February A.D. 1882. The following Entry was made on the Journal by the Clerk of Said Court Which reads
3952 as Follows To wit:

Peleg Cranston Administrator
of Newton Case Deceased
Entry Vs.
Levi Winters Etal.

And now came the parties by their Attorneys and this cause came on to be heard on the motion of the plaintiff to require the defendants to make their Answer more definite & Certain. The Court being fully advised in the premises do Sustain said motion & the defendants asked & obtained leave of the Court to withdraw his answer from files & file his new answer within 30 days from rising of Court and Cause

Continued

3932 Afterward on the 8th day May A.D. 1882. the following amended
Answer was filed with the Clerk of Said Court Which reads as
follows To Wit:
Peley Cranston Administrator
of the Estate of Newton Case Dec'd Plaintiff.
Vs. Court of Common Pleas Union County
Amended Answer. Levi Winters Defendant.

The defendant Says.
He admits that the plaintiff is the Administrator of the
Estate of Newton Case deceased. That on the 2nd day of April
A.D. 1866 he Executed and delivered to one William Folk Several
promisary Notes for $440 Each. That Soon thereafter the said
Newton Case deceased came in possession of Said notes
and for a while held the Same as Collateral Security for Money
furnished to Said Wm Folk and finally became the owner
of Four of the Said Notes That before the Said Case would
take the possession of Said notes he in Company with Said
Folk required this Defendant to pay and he did promise
to pay to the Said Case as interest on Said notes 12 per
Cent annually. That on the Said 1st day of April 1869 he
Executed to the Said Newton Case the Said note described in
the plaintiffs Petition in payment of interest at 12 per Cent per
annum on the Four promisary Notes aforesaid for the time of
Four years Commencing April 1st 1867 and Extending to April
1st 1871 When in fact this Defendant had paid all of Said
principal and 6 per cent interest on the Same before the Expiration
of 1871 Except one Note of $400 Upon Which an action is
pending in case No 3954 in this court That the mortgage Executed to
Secure the payment of said note is upon the same lands purchased of
the Said Wm Folk and Which was the Consideration of the notes so
Executed to him as aforesaid that No other consideration was given
for the Execution of Said Note and the mortgage to secure the same
that of interest on Said $1760.00 for Four years at 12 per cent per
annum for Four years as aforesaid This Defendant therefore
denies that there was any Consideration given for Said note
or that the plaintiff ought to maintain his action thereon
against him. This Defendant Says there of Said $440.00 notes
With interest at 6 per cent was fully paid by him about the time
the Same became due That two of Said Notes were almost Wholly
paid before the Execution of the note and Mortgage described in
the Plaintiffs petition That the Same was Executed in pursuance
of the agreement aforesaid that this defendant should pay the
Said Case interest at 12 per cent on Said $1760.00 at the time
the said Case took possession of the same from Said Folk.
That Since the year 1871 this defendant has paid to the Said Newton
Case interest at 12 per cent Annually on Said note of $1512.00 as
plead and stated in his answer to Case No 3953. The Defendant
therefore prays that if the Court should find that the Said note
was given Without Consideration that Judgement be rendered

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In favour of this defendant against plaintiff for all the usurous and unlawfull interest so paid to the said Newton Case as aforesaid or if the Court Should find that there has been a valid consideration for said note then that the Court render judgement on all usurous interest paid on said Note Since April 1st 1874. and for all proper relief.

State of Ohio. }
Union County ss. } Levi Winters being first duly Sworn Says the facts Stated and Allegations made in his foregoing answer are as he Verily thinks true

Levi Winters.

Sworn to Before me and Signed in my presence by the said Levi Winters this 8th day of May A.D. 1882. J. R. Burgner Clerk

3933 Afterward on the 9th day of May A.D. 1882. the following reply was filed with the Clerk of said Court which reads as follows To wit

Peleg Cranston Administrator }
of Estate of Newton Case Dcd Plaintiff. }
Reply. vs. }
Levi Winters and Nancy Winters Defendants. }

Come now Comes the plaintiff herein and for reply to the answer of the defendants herein Says he Knows Nothing Concerning the Allegations and facts in said answer Set forth and therefore he denies each and Every Allegation & fact therein Set forth and prays judgement as in his petition in this case.

State of Ohio Union County ss.
Peleg Cranston being first duly Sworn according to law Says the Allegations and facts Stated in his foregoing reply are as he verily believes True.

Peleg Cranston.

Sworn to before me by Peleg Cranston and by him Subscribed in my presence this 9th day of May 1882. J. R. Burgner Clerk.

3952 Afterward the following Entry was Made.

Peleg Cranston Adm. &c. }
Entry vs. }
Levi Winters Etal. }

By Consent of Parties this cause is referred to John L. Porter Esq. as Referee to take Testimony in this Cause & State his findings on the law & facts on the Issues joined between the Parties & the Evidence on which he finds the facts. Either party to fix the time of hearing the cause by giving reasonable Notice to the Referee & the adverse party. and Cause Continued for Report.

3952 Afterward on the 30th day of September A.D. 1882 The following Entry was made on the Journal by the Clerk of said Court which reads as follows.

Peleg Cranston Administrator of }
Newton Case Deceased Plaintiff. }
Entry vs. }
Levi Winters Etal Defendants. }

This day Came the parties by their Attorneys and these Causes Came on to be heard upon Motion of plaintiff to confirm report of referee herein and it appearing to the Court that the said referee had found and determined

That there was a balance due from the defendant Levi Winters to the said Peleg Cranston Administrator of the said Newton Case on the said causes Nos 3952 & 3954 the sum of Eleven hundred forty and 8/100 Dollars on the 1st day of October A.D. 1882. and that the same is a mortgage lien on the premises in the petition described that the said Levi Winters and Nancy Winters his wife Executed and delivered the mortgage deed in the petition set forth that the condition of defeasance of said Mortgage has been Broken and the said plaintiff is thereby entitled to have the defendants Equity of redemption foreclosed. It is therefore Considered Ordered adjudged and decreed that the report of the referee be and the same is hereby approved and Confirmed and that unless the defendants Levi Winters & Nancy Winters or either of them shall within Ten days from the Entry of this decree pay or Cause to be paid the said Sum of $1140.08/100 with interest from the first day of October A.D. 1882 and the Costs in this case including one half of Fee to referee To Wit: Twenty five Dollars Plaintiff to pay the other half of said fee To Wit: Twenty five Dollars, that the defendants Equity of redemption be foreclosed and that said premises shall be sold and to that End an order of Sale shall issue 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.

Attest: J.L. Bergner, Clerk.

3953

Petition

Pleas before his Honor John A. Price 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 of the 12th Judicial District and State of Ohio on the 11th day of Sept. 1882 The following Petition was filed with the Clerk of said Court which reads as follows To Wit:

Peleg Cranston Administrator of Estate of Newton Case Dec'd, Plaintiff.
vs.
Levi Winters, Defendant.

Court of Common Pleas Union County Ohio

Plaintiff Says:

I. On or about the 17th day of August A.D. 1881 he was duly appointed and qualified and letters were granted to him as Administrator of the Estate of Newton Case late of said County Deceased by the Probate Court of the said County of Union

Cause of Action: That during the lifetime of the said Newton Case the said defendant Lewis Winters Executed and delivered a promisary note to the Newton Case which said note reads in the words and figures following To wit:

" $ 2 38
" one day after date for value received I promised to pay to Newton Case
" or bearer the sum of Two hundred and Thirty Eight Dollars. Broadway Union
" County December 30th 1871.

Levi Winters.

On Said note appears the following: Paid on Within note $31.84 Cents.
April 1st 1872. : November the 17th 1874 Received on the Within $60.
: Le on the Within fifty Dollars December the 5th 1879.
March 23rd 1881 Received on the Within $34 Dalls.
There is due to the plaintiff as Such Administrator on Said Note the
Sum of Two hundred Two & 70/100 Dollars from the defendant
Levi Winters and Which Said Sum plaintiff Claims with interest
from the 23rd day of March A.D. 1881.

III Caus of Action: The plaintiff Says he was duly appointed and
qualified as Administrator of the Estate of Newton Case late of
Said County deceased as herembefore Set forth and that his
Second Caus of action is founded upon a promisary note
Executed and delivered to the Said Newton Case in his life time
by the defendant Levi Winters and Which Said note reads in the
Words and figures following to wit.
" Broadway Union County Ohio.
" April the 1st 1873. one day after (date) for Value "
" received I promise to pay to Newton Case or bearer the Sum "
" of Eighty Seven Dollars and fifty Cents With use.
Levi Winters.
There is due the plaintiff as Said Administrator from the defendants
on Said note the Sum of Eighty Seven Dollars & fifty Cents which
he Claims with interest from April 1st 1873

IIII Cause of Action: The plaintiff Says he was duly appointed
and qualified as the administrator of the Estate of Newton Case
late of Said County deceased as hereinbefore Set forth and that
his Third Cause of action is founded upon a promisary
note Executed and delivered to the Said Newton Case in his
life time by the Said Levi Winters which Said note reads
in the figures and words following To wit:
" $ 87/13 Cts.
" One day after date for Value received I promise "
" to pay to Newton Case or bearer the Sum of Eighty nine "
" Dollars and 13 Cents April 1st 1876.
Levi Winters.

There is due the Said plaintiff as Said administrator from the
Said defendant the Sum of Eighty nine & 13/100 Dollars on Said
Note which he Claims with interest from April 1st 1876.

IIII Fourth Cause of Action. Plaintiff Says he was duly appointed
and qualified as administrator of Estate of Newton Case late
of Said County deceased as herein before Set forth that during the
life time of the Said Newton Case the defendant Levi Winters
Executed and delivered to the Said Newton Case his promisary note
which Said promisary note is in the words and figures following to wit.
" $100 Broadway April the 2nd 1877
" One day after date for Value received I promise to pay to Newton
" Case or bearer the Sum of one hundred Dollars with use
Levi Winters

There is due the plaintiff as Said administrator from the defendant

Levi Winters and the said note the sum of one hundred Dollars which he claims with interest from the first day of April A.D 1877.

VI. Fifth Cause of action. Plaintiff Says he was duly appointed and qualified as Administrator of Estate of Newton Case late of Said County deceased as herein before Set forth That during the life time of the Said Newton Case the Said defendant Levi Winters Executed and delivered to the Said Newton Case his promisary Note Which Said promisary Note is in the words and figures following To Wit:

"Broadway Union County Ohio

"April the 1st 1879 One day after date for Value received I promise "to pay to Newton Case or bearer the Sum of Seventy Eight Dollars and 80 Cents

Levi Winters.

Which is due to the Plaintiff as Said Administrator from the defendant Levi Winters and the Said note the Sum of Seventy Eight Dollars and Eighty Cents Which he claims with interest from the first day of April 1879.

VII. Sixth Caus of Action: Plaintiff Says he was duly Appointed and qualified as Administrator of the Estate of Newton Case deceased as hereinbefore Set forth and that during the life time of the said Newton Case the Said Defendant Levi Winters Made and delivered the said Newton Case his promisary note and Which Said promisary Note is in the Words and figures following To Wit:

"Broadway Union County Ohio"

"April 1st 1880 one day Date for Value received I promise" "to pay to Newton Case or bearer the Sum of one hundred and 8 Dollars "

"With Use

Levi Winters.

There is due the Plaintiff as Said Administrator from the Said defendant the Sum of One hundred and Eight Dollars on Said note Which Said Plaintiff Claims with interest from April 1st 1880.

VIII. Seventh Cause of Action.

Plaintiff Says he was duly Appointed & qualified as the Administrator of the estate of Newton Case deceased as hereinbefore Set forth That during the lifetime of the Said Newton Case the Said Defendant Levi Winters made and delivered to the Said Newton Case his promisary note and Which Said promisary note reads in the Words and figures following to wit:

$ 106 63/100 Broadway Union County "

"April the First 1881. One day after date for Value received"

"I promise to pay to Newton Case or bearer the Sum of"

"one hundred and Six Dollars and 63 Cents. Levi Winters.

There is due and remaining unpaid to the Plaintiff as Said Administrator from the Said Defendants Levi Winters on said note the Sum of one hundred and Six & 63/100 Dollars which he claims with interest from April 1st 1881. The Plaintiff as Said Administrator therefore asks judgement for the Sum of Seven hundred Seventy two & 83/100 Dollars ($772 83/100) with interest on two hundred two & 77/100 Dollars ($202 77/100) from March 23rd A.D. 1881 interest on Eighty-Seven & 30/100 Dollars ($87 30/100) from August 15 1873. on Eighty-nine & 13/100 Dollars ($89 13/100) from April 1st 1876 interest on one hundred Dollars ($100 00) from April 1st 1877. interest on Seventy Eight-& 80/100 Dollars ($78 80/100)

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From Aprile 1st 1879. interest on one hundred & Eight Dollars ($108.00) from Aprile 1st 1880 and interest on one hundred Six & 63/100 Dollars from aprile 1st 1881
State of Ohio Union County ss.
Peleg Cranston bring duly Sworn according to law Says the facts Stated and the allegations in his foregoing petition are as he Verily bleiv's True
Peleg Cranston

3953 Affidavit — Sworn to before me by Peleg Cranston and by him Subscribed in my presence this 16" day of December A.D. 1881.
W. M. Winget Clerk

Precipe — To Clerk: Issue Summons upon the foregoing petition directed to Sheriff of Said County for Levi Winters Endors Amount Claimed $772.83 With interest on $203.77/100 from March 23rd 1881 Int. on $87.50 from Aprile 1st 1873. Interest on $89.13/100 from Aprile 1st 1876. Interest on $100.00 from Aprile 1st 1877 interest on $78.50 from Aprile 1st 1879. Interest on $108.00 from Aprile 1st 1880 & interest on $106.63/100 from Aprile 1st 1881.
Afterwards on 10" day of December A.D. 1881 Summons was Issued by the Clerk of Said Court which reads as follows Viz:

3953 Summons — The State of Ohio, Union County ss.
To the Sheriff of the County of Union Greeting:
We Command you to notify Levi Winters That he has been Sued by Peleg Cranston Administrator of the Estate of Newton Case Deceased In the Court of Common Pleas of Union County, and That Unless he Answers by the 14" day of January A.D. 1882. The petition of Said Peleg Cranston 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 26" day of Dec A.D. 1881. Witness My hand and the seal of Said Court this 10" day of December A.D. 1881
W. M. Winget Clerk.

3953 Return — The State of Ohio, Union County ss.
Received this Writ Dec 16" A.D. 1881 at 11 o'Clock A.M. And pursuant to its Command. I Served the same on the 20" day of Dec. 1881 by delivering a certified Copy thereof with the endorsements thereon to the within named defendant. Service 30 Mileage 1.60 Total 2.90
John Robinson Sheriff.

3953 — Afterward on 17" day January A.D. 1882. The following Answer was filed with the Clerk of Said Court. which reads as follows To Wit:
Peleg Cranston Administrator of the Estate of Newton Case Decd. Plaintiff
vs
Levi Winters Defendant.
Court of Common Pleas Union County Ohio.

Answer — The defendant Levi Winters now Comes and for his answer to the petition of the Plaintiff Says that he admits that the plaintiff is the said Administrator That he Executed the Several notes described in plaintiffs petition This defendant further answering Says the said plaintiff Ought not to have and maintain his said action against him because he Says there is an Entire failure in the Consideration of all of said

Notes in this Defendant says That as to the note described in the 1st Caus of action of $238.00 this defendant says that on or about the 1st day of March A.D. 1871 he Executed to Isaac Gray his note for said Sum of $238. That Newton Case because the purchase of said note: and on the 30th day of December A.D. 1871 the note described in plaintiff first Cause of action was given in renewal or place of the one so executed to said Isaac Gray That Since said 30th day of December 1871 to and including the first day of April A.D. 1882 this Defendant gave and paid to said Newton Case on said Note for its full amount Annually in advance interest at 12 per cent per annum besides the Credits that appears thereon. This defendant further answers to Causes of action 2.3.4.5.6. and 7 Says that all the notes therein discribed was Executed in Settlement of interests at 12 per cent per annum besides other large Sums of money Sheep and Cattle paid Sold and delivered to the said Newton Case in his life time in payment of interest at 12 per Cent per Annum on the principal debt Sued on in Cases Nos. 3952. & 3954 That the said Notes Sued on in the Several Causes of action aforesaid are for interest at the rate of 12 per cent per annum and notes given in renewal annually by this plaintiff: to the said Newton Case in payment of other note given for interest on said principal at said rate of 12 per cent per annum from 1870 until April 1882. thereby Compromising interest at 12 per Cent per annum. This defendant says that by reason of the premises there is and Entire failure of Consideration in all of said notes. Wherefore this defendant asks to recover his costs herein

State of Ohio Union County ss. }

Levi Winters being duly Sworn Says the facts Stated and allegations made in his foregoing answer are as he believes True

Levi Winters.

Sworn to before me and signed in My presence by the said Levi Winters this 17th day of January A.D. 1882.

N. M. Winget Clerk.

3953 Motion

Afterward on the 20th day of January A.D. 1882 the following motion was filed by the Clerk of said Court Which reads as follows To wit;

Court of Common Pleas Union County Ohio

Delcy Cranston Administrator of Estate of Newton Case Decd, Plaintiff.

vs.

Levi Winters Defendant.

And now Comes the Plaintiff herein and moves the Court Here for an order requiring the defendant to make his answer more Definite and in this To wit 1st In what respect there is a failure of Consideration for the notes in the petition described 2nd That he State more fully and particularly the times and places when said payments were made on said notes and the amounts paid at Such times and places. 3rd That he State fully and particularly when and where the Cattle & Sheep Spoken of were delivered to the said Newton Case together with prices of Same

3953 Entry

Afterward on the first day of February A.D. 1882. The following Entry was made on the Journal by the Clerk of said Court Which reads as follows Viz:

Delcy Cranston Administrator of Newton Case Deceased.

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Levi Winters Etal

And now Comes the Parties by their attorneys and this cause

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Came on to be heard on the motion of the plaintiff to require the defendants to make them answers more definite &c The Court being fully advised in the premises as Sustain said motion & the defendants asked & obtained leave of the Court to withdraw his answer from files & file his new answer within 30 days from rising of Court and Causes Continued.

3953 Afterward on the 8th day of May A.D. 1882. The following Amended Answer was filed by the Clerk of said Court Which reads as follows To wit;

Amended answer

Peleg Cranston Administrator of the Estate of Newton Case Dec'd Plaintiff.
Vs
Levi Winters Defendant.

Court of Common Pleas Union County, Ohio

The defendant Levi Winters now Comes and for his Amended Answer to the petition of the above named Plaintiff Says That he admits that the said plaintiff is the Administrator of Newton Case deceased as therein alleged - This defendant further answering and for his defense to the first cause of action contained in the plaintiffs petition says that the note therein described was given by this defendant to the said Newton Case in renewal of a note this defendant had given to one Isaac Gray Which note was purchased by said Newton Case from said Isaac Gray This Defendant Says that the said Plaintiff ought not to have and maintain his first Cause of action against this Defendant because he Says that Since the date of December 30th 1871 to and including April 1st 1882 he has paid on the principal of said note to the said Newton Case interest at the rate of 12 per cent per annum and as hereinafter Alleged in defence against the Several other Causes of action contained in said petition That said interest was paid to the said Newton Case on the first day of April in each year between said dates of December 30th 1871 and April 1st 1882. That the reason this defendant does more fully State the Transaction of Each year as to said note is that interest at the same time rate was Computed on Several Sums including said note and in Defending against the Several other Causes of action it is more convenient and simplifies the long and somewhat intricate Transaction to plead as aforesaid:

2nd For a defense to the Second Cause of action Contained in the plaintiffs petition the defendant Says - That on the 1st day of April A.D. 1873 the said Newton Case held notes on this defendant as follows, One Note for $206.00 (St. being the $238. note aforesaid a credit of $37.84 having been made) One Note for $ 812.00 the same note upon Which Suit is pending between these Same parties in Case No 3944 in this Court one note for $ 440.00 upon Which Suit is pending in Case No 3952 making the Sum of $ 1459.16 That on the said 1st day of April 1873 - This defendant paid to the said Newton Case interest on said Sum of $1459.16 at 12 per Cent for one year To Wit; from said 1st day of April A.D. 1873 to the 1st day April 1874 That the amount of said interest So paid was $175.09/100 That the note described in cause of 2nd in the petition was Executed to the said Newton Case as a part payment of said Sum of $175.09 and that the balance of

89^{26} was paid by this defendant to the said Newton Case in money- This Defendant Says that all in Excess of 6 per cent per Annum on said amount was usurious: This defendant for a further defense to said First and Second Causes of action Says that on the 1st day of aprile A.D. 1874 The said Newton Case had Notes from this defendant as follows. One Note for 440^{cc} One Note for 812^{cc} One Note for 147^{cc} (what remains of the Note described in the first cause of action after paying the Sum of 31^{54} and 60^{cc} all the principal of the same) and one Note for 87.50. The last note being the same note described in the 2nd Cause of action herein making a Total sum of 1490^{66} That on said 7th day of aprile A.D. 1874 this defendant paid to the said Norton Case interest on the said amount of 1490^{66} at 12 per cent for the period of one year from said 1st day of Aprile A.D. 1874 to the 7th day of aprile A.D. 1875 To wit the Sum of $178^{37}/_{100}$ That in Satisfaction of said last named amount this defendant Executed to the said Norton Case his note for $89.13 and paid to him on said 1st day of Aprile 1874 the Sum of 89^{26} in money. That this defendant about the Month of September A.D. 1874 paid to the said Norton Case the Sum of $83.13 in full Satisfaction of said note, That on the 1st day of aprile A.D 1875. the said Norton Case held notes of the Defendant as follows for the Sums of $812 $440.^{cc}$ $147.^{16}$ and $87.^{50}$. The Total amount of which was 148^{66} They being the same notes aforesaid and bearing interest at 6 per cent and no more. That on the said 1st day of Aprile A.D. 1875 this Defendant paid to the said Norton Case on said Amount of $1486.^{66}$ 12 per cent interest for the time of one year To wit from aprile 1st 1875 to aprile 1st 1876. Which interest amounted to the Sum of One Hundred and Seventy Eight and $37/_{100}$ Dollars ($178^{37}/_{100}$) by Executing and Delivering to the said Norton Case his promissary note for 89^{26} and pay to the said Case the sum of $138.^{37}$ in currency. That about the Month of October or November 1875 he paid to the said Norton Case the Sum of 40^{cc} in full Satisfaction of said notes.

3rd This defendant as a defense to the 3rd Cause of action Set forth in the plaintiffs petition Says. That on the 1st day of Aprile A.D. 1876 the said Norton Case held and had notes of this defendants for the Sums following to wit $812. 147^{16} 87^{50} and 440^{cc} the Total of which was 1486^{66} That said Notes bore 6 per Cent interest and no more and were the same notes first discribed in this answer- That on said 1st day of Aprile 1876 this defendant paid to the said Norton Case interest on said Sums aforesaid at 12 per cent for One year to wit from Aprile 1st 1876 to Aprile 1st 1877 That the note Described in the plaintiffs 3rd cause of action is the same note so executed to said That the ballance of 178^{37} in part Satisfaction of said interest To wit the Sum of 89^{26} was paid by this defendant to the said Case in money:

4th This defendant for a defense to the 4th Cause of action Contained in the petition of the plaintiff Says That on the 2nd day of Aprile A.D. 1877 the said Newton Case Still held the said notes of this defendant for the Sums aforesaid and the additional Sum of $89.^{13}$ To wit the Sums of 812^{cc} 147^{16} 440^{cc} and 87^{50} Making a Total sum of $1575.^{63}$ That on said 2nd day of Aprile 1877 this defendant paid to the said Newton Case on the Sums aforesaid interest at 12 per cent for the

Period of one year To wit; from the said 2nd day of Aporile 1877 to aprile the 1st 1878 That the Amount of the interest so paid was $ 188 07 That the note described in Said 4th Cause of action was given in part satisfaction and the remainder of $ 8.07 was paid by this Defendant in money to the Said Newton Case This defendant Says that on the 1st day of Aporile 1878 the Said Newton Case held notes on this defendant for the following Sums To wit- $ 89 13 $ 8 12 00 $ 147 00 $ 440 $ 87 50 and $ 100 00 Making a total Sum of $ 1675 63 That the Sums are the same notes aforesaid including The note described in Cause of action 4th in plaintiffs petition That on the Said 1st day of Aporile 1878 he paid to the Said Newton Case 12 per cent Interest on Said Sum of $ 1675 63 for the period of One year To wit- from Aporile 1st 1878 to Aporile 1st 1879 That the Sum of $ 2 01 00 was paid to the Said Newton Case as such interest and for the time aforesaid by the defendant Executing to the said Newton Case his note for $ 100 00 and paying to the said and Hundred and one Dollars in money. That about the month of December 1878 this defendant paid to the said Newton Case Said note in full:

3rd That on the 1st day of Aprile 1879 the Said Newton Case held Notes on This defendant as aforesaid and for the Sums aforesaid To wit $ 89 13 $ 8 12 00 $ 147 00 $ 440 00 $ 87 50 and $ 100 00 Making a Total Sum of $ 1675 63 That on said 1st day of Aprile 1879 This Defendant paid to the said Newton Case interest at 12 per Cent and said Sum from Aprile 1st 1879 to Aprile 1st 1880 making a period of one year and amounting to $ 201 00 in payment of Said interest this defendant Executed to the said Newton Case the note Sued in in the 3rd Cause of action Contained in plaintiffs petition for the Sum of $ 78 50 and paid to the said Newton Case $ 123 00 in Money. 6th That on the 1st day of Aprile 1880 the Said Newton Case held said notes of this defendant in the Sums following To wit; $ 89 13 $ 8 12 00 $ 147 00 $ 440 00 $ 87 50 $ 78 50 and $ 100 00 Total $ 1754 43 That on Said Sum of $ 1754 43 he paid to the said Newton Case Interest At 12 per Cent per annum To wit. from the 1st day of Aprile 1880 to the 1st day of Aprile 1881 That the Amount so paid to the said Newton Case was $ 209 55 That $ 108 00 of that Sum was by the Executing to the said Newton Case the note described in the 6th Cause of action in plaintiffs petition and the remainder of said Sum of $ 209 55 To wit: $ 101 45 was by this defendant paid to the said Newton Case in money on said 1st day of aprile 1881. 7th That on the 1st day of aprile 1881 the said Newton Case held Notes of this defendant including the note described Cause of action 6th Amounting to $ 108 00, $ 100 $ 89 13 $ 8 12 00 $ 147 00 $ 440 00 and $ 87 50 and $ 78 50 Total $ 1862 43. That on the 1st day of aprile 1881 this defendant paid to the Said Newton Case the Sum of $ 213 44 as interest at 12 per Cent. on said Sums for the period of one year from aprile 1st 1881 to 1st 1882 That the note for $ 106 63 in the plaintiffs 7th Cause of action was Executed and delivered to the said Newton Case in part payment of Said Sum of $ 213 44 interest as aforesaid and the remaining sum of $ 107 44 was paid to the said Newton Case by this Defendant on April 1881. This defendant further Answering Says that he denies that there is any thing due to the plaintiff on the several Causes of action set forth in plaintiffs petition. That the note for $ 882 00 upon which the

action is pending in case No 3954 in this Court is the same note of $ 812 00
before named in this answer That if the defendant set up in the answer in case
No 3954 be found by the Court herein to be true than that the computation made
in this answer be less in principal The amount of $ 812 00 and that the
interest so wrongfully and unlawfully charged upon the said $ 812 00 be
Credited to this defendant and the final determination of this case by
the Court. The defendant Says that no other or further consideration
passed from the said Norton Case or any for him in Consideration of
the Execution of said note than that of Usurous interest and Some Lawfull
interest as aforesaid, This defendant Says he can not tell until the
final hearing and finding by this Court in said Case No 3954 Whether
the note of $ 812 00 aforesaid Shall continue as a principal against him
and allowed to carry lawfull interest or whether the said note of
$ 812 00 Shall be admitted from the Computation as herein made;
The defendant therefor prays that a full hearing may be had herein
that all Usurous interests may be expunged from the Entire Transaction
aforesaid and that Judgement be rendered for whatever amount may be
found to be due him on the final hearing of this action and for all other
and proper relief-

State of Ohio Miami County ss:

Levi Winters being first duly Sworn Says that the facts stated and
Allegations made in his foregoing answer are as he believes true

Levi Winters.

Sworn to before me and Signed in my presence by the said Levi Winters
this 8th day of May A.D. 1882 J.D. Burgner Clerk

3953 Afterward on the 9th day of May A.D. 1882 The following Reply was filed
with the Clerk of said Court Which reads as follo To wit:

Reply

Peleg Cranston Administrator of Estate
of Norton Case Dcd, Plaintiff
Vs.
Levi Winters Defendant.

Court of Common Pleas Miami County Ohio

And now comes the Plaintiff
Peleg Cranston as said administrator and for reply to the
answer of the defendant herein says he knows nothing concerning
Said allegations in said answer set forth and therefore denies
Each and every allegation and Statement therein Set forth and
Therefor he prays judgement as in his petition herein.

State of Ohio Miami County ss:

Peleg Cranston being duly Sworn according to law Says the
facts Stated and allegations in his foregoing reply are true
Verily believes

Peleg Cranston

Sworn to before by Peleg Cranston and by him subscribed in
my presence this 9th day of May A.D. 1882 J.D. Burgner
Clerk

3953 Afterward on the 20th day of May A.D. 1882. The following
Entry was made by the Clerk of said Court which reads as follows,

Entry. Peleg Cranston Administrator &c
Vs
Levi Winters Etal By consent of Parties this Cause Came

Report of Referee

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Is referred to John L. Porter Esq as referee to take Testemony in this Causes & State his findings on the law & facts on the issues found betwen the parties & the Evidence on which he finds the facts. Either party to fix the Time of hearing the Causes by giving reasonable notice to the Referee & the adverse party and cause continued for report.

3953 Afterward on the 19th day of September A.D. 1882 The Referee hertofore appointed in these Cases filed his report with the Clerk of said Court which reads in Words and figns as follows to-wit.

Court of Common Pleas.

Union County. September Term 1882.

Peleg Cranston Administrator &c } No 3952.
Against
Levi Winters et al. }

Peleg Cranston Administrator &c. } No 3953.
Against
Levi Winters }

Peleg Cranston Administrator &c. } No 3954.
Against
Levi Winters et al }

Report of Referee

I find that in the forepart of April 1866 the deceased Newton Case loaned to the defendant Levi Winters $200.00. I find also that in the forepart of the year 1867 the said Case obtained from one William Folk as collateral security for money loaned Case to Folk from promissary notes of $440.00 each making a Total of $1760. And although Case did not purchase said Notes until 1869 yet he controled them, and required of Winters 12 per cent interest from the time he got possession of them, and the usury collected by him on the notes he appropriated to himself and consequently is accountable for the usury as were before his purchase as after. I find that said $812.00 note on the 1st day of April 1869 was made up of the said $200.00 loaned by Case to Winters $306.00 of legal interest and $306.00 of usury Dooley, on the notes and the $200.00 loaned making $306.00 justly and legally due to Case on April 1st 1869 on said $812.00 note I find that there was legally due on said $812.00 note on the 1st day of April 1873 the Sum of $627.44. I find due on the $440.00 on April 1st 1870, the Sum of $440.00 (April 1st 1870 being the time the $812.00 note became due without interest, and it including the legal interest on the $440.00 note)

I find due therefor on the 1st day of April 1873 on the $440.00 and its legal interest the Sum of $519.20 on the $812.00 note the Sum of $627.44 Total $1146.64. I find that the 1st of April 1873 is the date on which Newton Case and Levi Winters Commenced to annually adjust the usury.

These two notes although Secured by different Mortgages both executed by Winters and Wife both covering the same land and both owned by Case I find also that Case and Winters adjusted the interest on both

Notes as if they were Secured by the Same mortgage and I find no data by which I can consider them Seperately and Shall therefore from this on, Consider them as one I therefore find the Sum Total on these Two Mortgages Notes Sued upon in cases Numbers 3932 and 3954. on April 1st 1883 to be $1146.64.
This Sum was reduced by Usury during the years 1873-1874 and 1875

To			$913.20
1876	Legal interest not paid added.		$ 34.34
1877	Legal interest not paid added		$ 43.15
		Total	$990.69
1876	Usury paid		3944
		Leaving	$931.25.
1879	Legal interest not paid	added	32.92
		Total	$964.17
8% 1880	Legal interest not paid	added	57.25
8% 1881	Legal interest not paid	added	60.68
		Total	$1072.10
	Interest at 6 per cent October 1st 1882.		96.48
			$1168.58.

Adding the yearly legal interest not paid to the mortgage notes upon which the interest accrued. I find against all the notes in Cause Number 3953 Except the $238.00 note.
I find that the note of $238.00 being the note Sued upon in the first Cause of action in Case Number 3953 was not considered in the annual meetings for the adjustment of Usury, but was seperately considered and I cannot find from the evidence that any payments were made, thereon except Such as appears endorsed on the back of said note. I then find that there was due on this note after the last credit on march 23rd 1881 the Sum of $168.93. Interest to October 1st 1882. Total $184.30
I find that $50.00 was paid by Winters to Case in May 1880 (Eastmans testimony) but I can find no evidence as to what Claim or Claims it was to be applied I Therefore find the amount due on said payment on October 1st 1882 to be $57.00 and deduct one half the amount from the balance on the mortgage notes) and one half from the balance on the

	$238.00 Note
	$1168.58
	28.50
Leaving balance of	$1140.08
	$184.30
	28.50
Leaving Balance of	$155.80

I Therefore find that on the mortgage notes set up in Causes Numbers 3952 and 3954. there is due on the 1st day of October 1882 and a Mortgage lein upon the premises described in the petition in Said Cases the sum of $1140.08
And due on the first day of October 1882 on the $238 note the Sum of $155.80 and that the plaintiff is entitled to his judgement and order of sale accordingly I find that Nancy Winters Wife of Levi Winters who Executed with her husband the mortgage set up in cases Numbers 3952 and 3954. and is made a party defendant

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in consequence is a competant witness on the hearing of these matters (her recollections however as to what Case said as to the consideration of the $ 812.00 note being taken with many grains of allowance) She not having made any Claim or defence against the administrator (not denying the Execution by her of said mortgage) and consequently had no interest adverse in these cases to the claims of the administrator I Attach the Testimony to my report

Respectfully Submitted

John L. Porter. Refree

3953 Afterward on the 30th day of September A.D. 1882 The following Entry was Made on the Journal of Said Court by the Clerk Which reads as follows To wit:

Peleg Cranston Administrator of
Wrotton Case Dec'd. Plaintiff
vs.
Entry Levi Winters Defendant. } Money Only.

This day Came the parties by their Attorneys and this Cause Came on to be heard Upon the Motion of plaintiff to Confirm the report of the referee herein and recently filed in this Court and it appearing to the Court that Said referee had found and determined that the Said defendant Levi Winters was indebted to the plaintiff as Said administrator in the Sum of one hundred and fifty five and 80/100 Dollars ($155.80) on the first day of October It is therefore Considered by the Court here that the report of Said referee & the Same is hereby approved & confirmed & that the ~~Court~~ Said Peleg Cranston as Administrator of Said Wrotton Case recover from the said Levi Winters the Said Sum of one hundred fifty five and 80/100 Dollars ($155.80) So awarded and determined by Said referee to him the said plaintiff with interest on Same from October 1st 1882. Together with his costs in this behalf expended Taxed to $ And execution is awarded therefor Unless paid within five days from date of this entry.

Attest; J. D. Burgner Clerk.

Pleas before his Honor John A. Price 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 and Tenth Judicial District on the 11 day of September A.D. 1882. Heretofore To wit on the 3rd day of December A.D. 1881 The following Petition was filed with the Clerk of said Court Which reads as follows To wit:

No 3936. State of Ohio Union County ss:
Samuel Newhouse Plaintiff
vs
Petition Miles Gregory & Nelson Johnson Defendants.

To the Court of Common Pleas:

The Said Samuel Newhouse Complains of the Said defendants for that on or about the 1st day of august 1881 the Commissioners of Said County were proceeding under the Ohio Mill Assessment law to improve a certain road in said County known as the Vanwart Road and had advertised for bids for Said improvement to be made by grading and gravling the Same That Said Road runs through the farm of John Elliott

and that on the farm of said Elliott is a deposit of gravel bring in a certain field on the farm of the said Elliott in Dudny ~~no~~ 3693 in Leesburg Township Union County Ohio said Elliott being fully bounded on the west by lands of Alf Scott on the North by the Alf Scott road on the East and South by a rail fence and which field contains about ten acres of land and is now bound to Wheat except a part reserved for this plaintiff hereinafter to be mentioned. This plaintiff was then about to become a bidder and contractor for the said improvement of said road by grading and graveling the same and before doing so plaintiff went to said field and examined the said gravel and found the same could be obtained and therefor and by reason thereof became bidder and contractor for said improvement and thereupon to said Elliott and agreed and contracted with him for the said gravel at the price of $120 per mile for one and one half mile of said road and that in testimony of his said contract to said John Elliott executed the written agreement therefor that said Elliott by the terms of his said agreement was also to furnish plaintiff a road out to haul said gravel.

The plaintiff further avers that said defendant well knowing the premises and knowing the plaintiff had purchased said gravel to build and improve said road under his said contract and wrongfully and unlawfully and without the consent of this plaintiff have entered upon said land and in said field and are now taking and hawling away said gravel and are threatning to go on and take and haul the same away and wholy deprive plaintiff of the same The said defendants are also Contractors and by the mere fact of being such and without any lawfull authority whatever are taking and threating to so take and haul away said gravel and deprive the Plaintiff of the same The plaintiff says that he is now under contract with the Commissioners of Union County to complete his said road improvement by the first day of November next and has executed a bond therefor and that he will not be able to commence graveling his said road improvement before next Spring and said gravel is bought and restrained therefor = The plaintiff says that said deposit of gravel so purchased by him of said Elliott is near his said road improvement and by reason thereof he contracted to make said improvement for much less than he otherwise would have done That it is the only deposit of gravel near said road improvement and that the taking of said gravel by said defendant would result in great and irreparable damage to the plaintiff.

The plaintiff further says that the said defendant unless restrained by the order of this Court will go on and take said gravel and wholy deprive the plaintiff of the same and thereby cause great and irreparable Damage to the plaintiff. The Plaintiff therefor prays that a restraining order may issue against the said Defendant restraining and injoining them from taking any of said gravel or depriving plaintiff of the same until the matters herein complained of are fully heard and upon final hearing that said defendant may be forever and perpetually

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Enjoined from taking any of said gravel and for all such other and further relief as may be equitable and just.

State of Ohio Union County ss.

Samuel Newhouse being first duly Sworn Says the facts Stated and Allegations made in this foregoing Petition are True.

S. M. Newhouse.

Sworn to before me by said Samuel Newhouse and by him signed in my presence This 2nd day of December 1881. Thos L. Porter Judge

3936 Afterward on the Following 3rd day of December A.D. 1881. The following Undertaking by Plaintiff for Injunction was filed with the Clerk of said court which reads in the words and figures following To wit:

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

Samuel Newhouse } Plaintiff
vs
Undertaking Miles Gregory et al } Defendants

We bind ourselves to the said defendants Miles Gregory and Nelson Johnson in the Sum of Two hundred dollars that the said plaintiff Samuel Newhouse 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, December 2nd 1881.

S. M. Newhouse.
R. A. White.

This Undertaking approved by me this 3rd day of December 1881
W. M. Winget
Clerk of Said Court.

3936 Afterward on the 12th day of December A.D. 1881. The Clerk of said Court issued Summons to the Sheriff of said County which reads as follows to-wit:

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

We Command you to Notify Miles Gregory and Nelson Johnson that they have been sued by Samuel Newhouse in the Court of Common Pleas of Union County and that unless they answer by the 31st day of December A.D. 1881 the petition of the said Samuel Newhouse 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 December A.D. 1881.

Witness My hand and the Seal of Said Court this 3rd day of December A.D. 1881
W. M. Winget Clerk.

The State of Ohio Union County ss.
Received this writ December 3rd A.D. 1881 at 1 o'clock P.M. and pursuant to its command and on the 10th day of December 1881 Served the same by delivering a Certified Copy thereof with the endorsements thereon to Miles Gregory and by leaving a certified copy thereof with the endorsements thereon at the usual place of Residence of Nelson Johnson, the within named Defendants
Service 45¢ Mileage 4 80 Copy 40¢ Total 5 65

John Hobensack Sheriff

3936 Afterward on the 3rd day of December A.D. 1881 The following Entry
was Made on the Journal By the Clerk of Said Court Which reads as Follows Towit.

Entry Samuel Newhouse Plff.
Vs.
Miles Gregory Etal Defendants.

This day came the Said Samuel Newhouse in Vacation
before the Hon John L. Porter Judge of the Court and made application
for an injunction to issue herein and Consideration Whereof and
good Cause being Shown it is ordered by Said Judge that and
Injunction be and the Same is granted Untile the further order in
this behalf restraining the Said defendants in all respects as
prayed for in the petition of the Said plaintiff Upon the plaintiffs
executing and Undertaking to the Satisfaction of the clerk in the
Sum of Two hundred Dollars, Dec 2nd 1881

3936 Afterward on the 29th day December A.D. 1881 The following Answer was
filed with the Clerk of Said Court Which in the Word & figure following Towit.
The State of Ohio Union County: Court of Common Pleas
Samuel Newhouse, Plff.
Answer Vs.
Miles Gregory Etal Dfts.

And now Comes the defendant Miles Gregory
and for Answer herein Says= That one Job D. Dillon was a bidder
for a portion of the road described in Plaintiffs petition and that
the portion bid off by Said Dillon was Two hundred and ninety rods of
Road; That Said portion So bid off by Said Dillon is near and commencing
to the field on the farm of Said John Elliott Containing grave described
in Plaintiffs petition that the portion of the road Sold to and bid off
by Said Dillon was Sold and bid off by Said Dillon before the portion Sold
to and bid off by Plaintiff: That Said Dillon before he made his bid went
to the farm of Said John Elliott and examined the grave in said field
and made his bid with the express understanding that the grave to
build his Said portion of the road could be obtained from the field
of Said Elliott that before he made his bid it was represented to him by the
petitioners for road and others that there was grave enough in Said field
of Elliotts to build Said road and Upon these representations Said Dillon
made Said bid The Said Miles Gregory further says that after the Said
road was So bid off by Said Dillon he and Said Nelson Johnson
purchased the bid made by Said Dillon and entered into Contract with
Commissioners to build Said portion so bid off by said Dillon and
Executed there bonds to the Commissioners for the faithfull performance
of Said Contract: That by the terms of said Contract said road is to
be completed by October 1st 1882. Defendant further says that he purchased
Said bid and assumed to build Said portion of said road be-
cause of the representations aforesaid that the grave necessary for
building the Same could be obtained from the Said field of said Elliott.
Said Defendant further says that he has since purchased the interest
of Said Nelson Johnson and that said Johnson has no further interest
in Said Contract to build Said road. Defendant further says
that he entered into a Contract with said John Elliott for Enough

Motion 3936 Entry

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gravel to build one hundred and thirty rods of road. Defendant denies that he wrongfully and unlawfully entered on said lands and into the said field of said Elliott but says that it was by the permission of the said Elliott and by virtue of said Contract with him for gravel for one hundred and thirty rods of road. Defendant further says that the taking of said gravel according to Contract made by this defendant will not wholly deprive plaintiff of the gravel necessary to build the portion of the said road so bid off by him or at all, but on the contrary Defendant says that there is sufficient gravel in the field of said Elliott to build the road of said plaintiff and the one hundred and Thirty rods Contracted for by this defendant with said Elliott. Defendant denies that plaintiff will suffer irreparable injury by reason of this defendant taking from said field said one hundred and thirty rods of gravel so Contracted for by him or any injury at all.
Said defendant therefore prays that said injunction be dissolved and that he be allowed to go hence without day.
The State of Ohio Union County S.S.
Miles Gregory being first duly Sworn according to law Says the facts Stated and Allegations in his foregoing answer are true as he verily believes.
Miles Gregory
Sworn to before me and Subscribed in my presance this 28th day of December A.D. 1881

3936 Afterward on the 28th day of January A.D. 1882 the following Motion was Filed with the Clerk of Said Court which reads as follows To wit;

Motion

The State of Ohio Union County Court of Common Pleas.
Samuel Newhouse
vs.
Miles Gregory. Etal

And Now Comes the defendant Miles Gregory and moves the Court to dissolve the injunction heretofore granted in this Action for the following reasons 1st That the facts are not Sufficient in law to justify the issuing of the same. 2nd That the facts Stated in said petition as grounds asking for said injunction are not true.

3934 Afterward on the 23rd day of May A.D. 1882. The following Entry was made on the Journal by the Clerk of said Court which reads in the words following to-wit;

Entry

Samuel Newhouse
vs.
Miles Gregory Etal

This day on motion leave was granted defendant to withdraw his answer heretofore filed herein and file a demur which was accordingly done.

3936 Afterwards on the 8th day of September A.D. 1882. The following Demurer was filed with the Clerk of said court which reads as follows To wit;

The State of Ohio Union County. Court of Common Pleas.
Samuel Newhouse Plaintiff
vs
Demurer
Miles Gregory Etal Defendants.

And Now Comes the defendant Miles Gregory and demurs

To the petition of the plaintiff herein for the reason that said petition does not State facts Sufficient to Constitute a Cause of action against said defendant;
3863. Afterward on the 4th day of October A.D. 1882 the following Entry was made on the Journal By the Clerk of said Court which reads in the words and figures following to wit;

Daniel Newhouse }
vs }
Entry. Miles Gregory Etal. }

This day this Cause came on to be heard upon the demurrer to the petition and was argued by Counsel on Consideration Whereof and the Court being fully Satisfied in the premises finds that said demurrer is well Taken It is Therefore Considered and Adjudged by the Court that said demurrer be and the Same is hereby Sustained and the injunction heretofore granted is dissolved It is further Considered that said defendant pay the costs made by him in filing his answer heretofore withdrawing and pay the costs of the Witnesses Subpoened by him and that the plaintiff pay all the rest of the costs in said action and that the defendant go hence without day To which ruling of the Court the defendant excepts and Therefore the Defendant gave notice of his intention to appeal this Case to the District Court and the Court fix the bond of appeal at $200.00

Attest: J. L. Borgner, Clerk.

Pleas before his Honor John, A. Price Judge of a Court of Common Pleas Sworn and held at the Court House in the Town of Marysville in and for the County of Union and Tenth Judicial District in the State of Ohio on the 4th day of September A.D. 1882. Heretofore To wit: on the 15th day of August A.D. 1881. The following Petition was Filed with the Clerk of said Court which reads in the words and figures following To wit;

3863 To Honorable John L. Porter
Judge of Circuit of Common Pleas
Within and for the County of Union
Petition and State of Ohio.

Court of Common Pleas Union County Ohio

Your petitioners most respectifully represent that they are residents of the County of Union and owners of Real Estate in the Village of Magnetic Springs in Said County That on or about the 26th day of November A.D. 1879 the Said Village of Magnetic Springs was Surveyed divided into lots and platted and that Said plat was duly recorded in the recorders office of the Said County in plat Book No 1 on Page 195 That by Said platting there was laid out an Alley between Rose & Main Streets Commencing at Magnetic Street on East Side of Lot No. "2" running thence South Your petitioners further Say that they are the owners of all the lots or parts of lots abutting upon Said alley upon both Sides thereof for their full length of Same and that Said alley is of no benefit or could be of no benefit to any one except your petitioners and that it is of no use in any manner of form whatever to any person or persons & therefor your petitioners pray an order from this Court to Vacate Close up and forever abandon the use of the Said alley as an alley & that the title of the same may go back to the present owners of lots abutting upon said alley

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Strawhouse McClain & Co.
G. L. Martin.
Marshall Strawhouse.
A. A. Thompson.
By Robinson & Piper
their Attorneys.

State of Ohio Union County Ohio
A. A. Thompson being duly Sworn Says the Facts Stated & Allegations in the foregoing petition are as he verily Believes True.
A. A. Thompson.
Sworn to before me by A. A. Thompson & by him Subscribed in my presence this 18th day of July 1881. W. M. Winget Clerk.

3886 Afterward on 13th day of September A.D. 1882 The Following Proof of Publication was Filed with the Clerk of Said Court Which reads as follows To-wit
The State of Ohio Union County SS.
Proof of Publication
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 Aug 17th 1881.
S. O. Shearer.
Sworn to and Subscribed before me this 13th day of September 1882.
S. Bingham Clerk
W. M. Winget J. P.

Notice of Vacation of an Alley in Magnetic Springs Union County Ohio.
We hereby give notice that we have filed a petition in the Court of Common Pleas Union County Ohio The Substance and prayer of Which is as Follows: That We are Residents of Union County O. and Owners of Real Estate in the Village of Magnetic Springs in Said County that on or about November 25th 1879 Said Village was Surveyed Subdivided into lots and Platted, and Said plat duly recorded in Plat Book No 1 Page 195 in Recorders Office Said County That by Said plating an Alley was laid out between Ross and May Streets Commencing at Magnetic Street on East Side of Lot D" and running thence South. That We are the owners of all the lots or parts of lots Abutting upon Said alley on both Sides for the full length thereof and That Said alley is of no benefit or could be of no benefit to any one except the Petitioners herein. Any that it is of no use in any manner of form whatever to any person or persons. Therefore we pray an order from Said Court to Vacate Close up and forever abandon the use of Said alley as an alley and that the title of the same may go back to the present owners of lots abutting upon Said alley according to their respective rights in Same.
Strawhouse McClain & Co.
G. L. Martin
Marshall Strawhouse.
A. A. Thompson.

3966 Afterward on the 8th day of September A.D. 1881 The following answer was Was filed with the Clerk of Said Court Which reads in the following words To-wit:
To the Hon John L. Porter Judge of Court of Common Pleas within and for the County of Union State of Ohio
Answer
And now Comes Joseph Hawn L. Harper A. Sherwood

Mary E. Hawn, Phillip Hawn and Jewett and by leave of Court Enter their Appearance as Defendants herewith & file this their Answer to the Petition of the Petitioners in this Case (No 3863) and Say That Since the filing of said petition many Changes have taken place in the ownership of lots adjoining upon the alley Sought to be Vacated in this action That Each of us now own lots abutting upon said alley and We Each of us respectfully Remonstrate against the Vacation of said alley Because in our Opinion Such Vacation will not conduce to the general interest of Said Village of Magnetic Springs but on the contrary We allege that Such Vacation would be detrimental to the general interests of said Village and that it would lessen the Value of our property and of others abutting lots We therefore Ask the Court that upon final hearing the prayer of petitioners be denied & our rights otherwise fully protected herein;

The State of Ohio Huron County SS;

Joseph Hawn one of the above Named Defendants being Sworn Says that the facts Stated and Allegations Contained in the foregoing answer of the Defendants are true as he verily believes Joseph Hawn.

Sworn to by Joseph Hawn before me and Signed by him in my presence this 8th day of September A.D. 1881. H. M. Winget Clerk

By T. A. Winget Deputy.

3863 Afterward on the 16th day of September A.D. 1882. The following Agreement was filed with the Clerk of said Court Which reads as follows To wit;

Agreement

Ed Newhouse McLain & others

vs

Joseph Hawn & others

The above Named Edward Newhouse & Co being the original proprietor of the Village of Magnetic Springs in the county of Huron Ohio hereby files this Agreement in the foregoing Case that if the Court Shall Vacate the alley as prayed for in this petition that the Several lot holders along Said Alley Shall hold & own the part of Said Alley to the Center thereof opposite their Several lots the same as if their deeds had Extended to the Center of Said alley & agree that the Court May Make the decree to that effect So that My new deed need be made Sept. 13th 1882.

E. E. Newhouse.

D. McLain.

3863 Afterward on the 18th day of September A.D. 1882. The following Entry was made on the Journal by the Clerk of said Court Which reads as follows To wit;

Entry

Newhouse McLain & others Petition to Vacate Alley &c

This day came the Petitioners & made proof of due public notice of the proceedings of this petition and thereupon the defendants who have filed an answer withdrew their opposition & the Court having heard the evidence of Witnesses do find that the Vacation of said alley as prayed for in said petition will conduce to the general interest of said Village and that no ~~reply~~ injury will be done to any one by reason of Such Vacation. Therefore it is considered & decreed by the Court that Said alley be and it is hereby Vacated as prayed for & the Court further in pursuance of the Written agreement now filed in this case and ordered to be made a part of the record does decree & order that the land in said alley become by said agreement the property of the Several owners of land abutting on said alley each to hold to the center of said alley reference being had to said agreement for a full description thereof and further the court order the petitioners to pay the costs herein in ten days & in default thereof that execution issue thereof.

Attest: J. D. Rogers, Clerk.

3955 Land

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Clear before his Honor John A. Price 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 of the 3rd Subdivision of the tenth Judicial District of the State of Ohio, on the 11th day of Sept. A.D. 1882.
Supplement to record from page 228 this volume.

Afterward on the 18th day of April A.D. 1882, the following order of sale was issued to the Sheriff of Union County Ohio by the Clerk of said Court which reads as follows, to-wit=

Peleg Cranston Admr &c. vs Samuel A. Hensley et.al } The State of Ohio. Union County ss. To the Sheriff of said County -- Greeting:

3955

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 15th day of Jan. A.D. 1852, in the cause of Peleg Cranston Admr of Newton Case Deceased Plaintiff, and Samuel A. Hensley et.al were defendants, it was ordered, adjudged and decreed as follows, to-wit= That unless said defendant shall within ten days pay, or cause to be paid to plaintiff the sum of One hundred and ten and 24/100 Dollars and costs herein taxed, to the Clerk of the Court of Common Pleas, that an order of sale shall be issued directed to the Sheriff of said County commanding him to sell the premises described in the plaintiffs petition according to law and bring the proceeds into Court for further orders.

Land Descriptions. Situate in said County of Union and Village of Summersville Lots Nos 13 & 14 being on the south side of Cross street in said town of Summersville.
For a more accurate description see book 12 Pages 175 & 176 of records of Mortgages of said County.
And 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, Ohio, this 18th day of April A.D. 1882 (SEAL) J. L. Burgner, Clerk.

Afterword on the 28th day of April A.D. 1882 the following land appraisal was filed with the Clerk of said Court which reads as follows, to-wit=
We, the undersigned, disinterested freeholders and residents of said County of Union and State of Ohio, having been duly summoned and sworn by John Holmes Sheriff in and for said County, impartially to appraise, upon a actual view, the following described lands and tenements to-wit= Situate in the County of Union and State of Ohio and in the Village of Summersville Lots Nos 13 & 14 being on the South side of Cross street

in the Town of Summerville. For a more accurate description
see book 12 Page 175 & 176 of records of Mortgages of said County
to be sold on the order of sale issued from the Court of Common
Pleas of said County, in the action of Peleg Carnahan Pltff
against Samuel Hundley et al Defendants, do forthwith
after view of said premises, make return and say that the
same are of the real value in money of One Hundred & Sixty Dollars
Given under our hands and seals, this 19th day of April A. D. 1882.
Melvin Middleton (Seal), A. S. Cedars (Seal), A. Lindsley (Seal).
The State of Ohio.
Union County, SS. I hereby certify, that the within named
appraisers, Melvin Middleton, A. S. Cedars and A. Lindsley
are freeholders and residents of said County, and were
duly summoned and sworn by me to appraise the within
described premises, this 20th day of April A. D. 1882.
John Hobrusack. Sheriff.

Sheriffs Return on Order of Sale

The State of Ohio.
Union County, SS. In obedience to the command of the order of
Sale hereto annexed I did on the 20th day of April A. D. 1882 summon
Melvin Middleton, A. S. Cedars and A. Lindsley three disinterested
freeholders, residents of said County, who sworn by me duly sworn to view
and appraise the lands and tenements therein described, and afterward
on the 20th day of April A. D. 1882 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 Sixty 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 2nd day of May 1882 I caused to be
advertised in the Marysville Tribune a newspaper printed and
published and of genral circulation in said County of Union,)
said lands and tenements to be sold at public sale, at the door
of the Court House of said County on the 3rd day of June A. D. 1882, at
1. 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- from execution works: and in pursuance to said notice,
I did on the 3rd day of June A. D. 1882 at the time and place above
mentioned, proceed to offer said lands and tenements at
public sale, and there and there one Sylvanus Taylor who
bid for the same the sum of One Hundred and Seven Dollars,
and said sum being more than two-thirds of the appraised value
thereof, and said Sylvanus Taylor being the highest and best bidder
therefor, I there and there publicly sold and struck of said lands and
tenements to him for said sum of One Hundred and Seven Dollars
John Hobrusack. Sheriff.

Sheriffs Sale

Filed June 10th 1882. J. D. Burgun, Clerk, Union County, Ohio.
Afterwards on the 13th day of Sept. A. D. 1882 the following proof of publica-
tion was filed with the Clerk of said Court which reads as follows:
Peleg Carnahan
vs
Samuel A. Hundley et al
Court of Com. Pleas Union County, Ohio.

Ou 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 sale at the door of the Court House, in Marysville, Ohio, on Saturday June 3rd 1882 at or about the hour of one o'clock P.M., on said day, the following described real estate, to-wit= Situate in town of Summersville, in the County of Union, State of Ohio, and being known and described as lots nos 13 & 14 being on the south side of Cross Street, in said town of Summersville. For a more accurate description see Book 12 P. 175 and 176 of records of Mortgages of said County Appraised at $160.00 Terms of sale cash. John Habrusack, Sheriff.
Robinson and Piper Attorneys Union County, Ohio.
May 3rd 1882. 5w 0 f $8.00

The State of Ohio.
Union County S.S. The undersigned being duly sworn, says that a copy of the annexed and above notice was published for four consecutive weeks in the Marysville Tribune, a newspaper of general circulation in the County of Union, the 1st publication beginning with May 2nd 1882.
W. O. Sheen
Sworn to and subscribed before me, this 13th day of Sept. 1882.
J. D. Bunger, Clerk. By W. M. Wright Deputy.

Filed Sept. 13th 1882. J. D. Bunger, Clerk. Union County, Ohio

Peleg Cranston Admr Plaintiff
vs
Samuel W. Hunsley et al Defendants
} Decree for Sale.

On motion of the plaintiff and on his producing the return of the Sheriff of sale made under former order of this Court, and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been made in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be and the same are hereby approved and confirmed.
And it is further ordered that the said Sheriff convey to the purchaser Sylvanus Taylor by deed in fee simple the lands and tenements so sold and the said purchaser is hereby subrogated to all the rights of the said lien holders in said premises so far as they may be paid herein for the protection of his title and 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 sale amounting to One Hundred and seven Dollars it is ordered that the Sheriff out of money in his hands pay first the costs of this action taxed at $
Second, Pay the Plaintiff the balance of said sum to apply on decree rendered in this case at June Term 1882 amounting then to $110.24 which with interest to this date $4.41 make sum of $114.65 now due.

Attest J. D. Bunger. Clerk.

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas in and held at the Court House, in the Town of Marysville within and for the County of Union of the 3rd subdivision of the Tenth Judicial District of the State of Ohio. On the First day of May A.D. 1882 Heretofore, to wit on the 11th day of May A.D. 1881 the following "application for appropriation of private property to public use" was filed with the Clerk of said Court which reads in the words and figures following, to wit:

Village of Milford Centre, Ohio, Plaintiff,
vs
Elijah Witter Defendant

Application for the appropriation of private property to public use.

To the Court of Common Pleas, in and for the County of Union, and State of Ohio.

The Village of Milford Centre, in said County and State now comes and makes application to the Court for the appropriation of private property hereinafter described, to the use of said Village, for the purpose of extending and opening West Street in said Village, from the Southerly end of said West Street to the North margin to a proposed extension of Centre Street, in all, the distance of Two Hundred and thirty nine (239) feet, through the lands of Elijah Witter, being part of out lot no. 9, in said Village.

Beginning for the Centre of said Street extension at the southerly end of West Street, 42 feet North 71° West from the South corner of in lot No. (11) Eleven, and running thence South 19° West Two Hundred and thirty nine (239) feet. Said Extension to be fifty feet in width, and to take of the said lands of Elijah Witter about (43 1/3) Forty three and 1/3 square poles of land. For cause, said Village says, that the public welfare demands, and necessity requires, that said West Street be extended and improved over and through the lands herein before described, for said distance and width: And that in order to extend said street it is necessary that the said lands of Elijah Witter, his private property, be condemned or appropriated to public use. It is also says that said street is to be extended in conformity to a survey made by H. S. Mowry, engineer, and a plat made from said survey by said line drawn upon a printed plat of said Village to which reference is here made: which plat can be seen at the Mayors in said Village. It further says, that on the forth day of May 1881, a resolution declaring the necessity of such appropriation of private property to public use, and also declaring the intention of the Council of said Village to extend said street herein before set forth, was passed by the Council of said Village, by the concurrent vote of more than two thirds of all the members elected to said Council in favor thereof; and that upon the passage thereof, the year and nays were taken, and entered upon the records of the proceedings of said Council; and said resolution was duly recorded in a book provided for that purpose, and said record was duly signed by the Mayor and Clerk of said Village.

The said Village therefore asks, that the necessary legal proceedings may be had to appropriate the lands hereinafter described, belonging to said Elijah Witter, to the use of said Village for the said purpose of extending said street, that a jury may be empannelled for

Notice

Endorsed

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the purpose of assessing the amount of compensation to be paid to said Witter, for the land so sought to be taken, as well as damages, if any, resulting to the remaining portion of said Witters lands in consequence of such appropriation; and that all such orders, judgments and decrees, may be made and entered by the Court, and such other proceedings had in the premises as are authorized by law. Village of Milford Center, Ohio.

By W. C. Lawrence, its Attorney.

The State of Ohio, Union County, SS. Jefferson G. Turner being sworn says, that he is Mayor of the Village of Milford Center, Ohio, and that the facts stated and allegations contained in the foregoing application or pleading are true.

Jr. G. Turner

Sworn to by Jefferson G. Turner before me and signed by him in my presence this 11th day of May 1881. W. M. Winget. Clerk.

Afterward on the 24th day of May 1882 the following notice was filed with the Clerk of said Court which reads in words and figures following, to wit:

Notice

To Elijah Witter, Sir: You are hereby notified that the Village of Milford Center, Union County, Ohio did on the 11th day of May A.D. 1881 file in the office of the Clerk of the Court of Common Pleas of said County, an application in which it asks an appropriation of the following private property, for the purpose of extending West Street in said Village from the southern end of said West Street to the northern margin of a proposed extension of Center Street, 50 feet in width by 239 feet in length across lands belonging to you, which lands are part of out-lot No. 9 in said Village, which appropriation will take of your said lands said strip of 50 feet in width by 239 feet in length of said out lot No. 9 containing about (43⅓) forty three and two thirds square poles of land. Said proceeding to appropriate said land is now pending in said Court, and application for empaneling a jury for that purpose will be made to said Court by said Village, on the 1st day of May A.D. 1882 at 9 o'clock A.M. or as soon thereafter as Counsel can be heard by the Court. April 6th 1882.

Village of Milford Center, Ohio.

By A. T. Carpenter its Attorney.

Endorsed

I hereby acknowledge service of the within notice by copy and enter my appearance herein this April 5th 1882

Elijah Witter.

Filed May 24th A.D. 1882. J. L. Bergner, Clerk, Union County, Ohio.

Afterward, on the 24th day of May A.D. 1882 the following claim for damages was filed with the Clerk of said Court, to wit:

The Village of Milford Center, Ohio. vs. Elijah Witter Defendant } Union Common Pleas. Claim for damages.

3828

Now comes the Defendant and files this his claim for damages in the above case. He claims that by the location and appropriation sought, a small triangular shaped piece of the tract of his land through which said street is proposed, is cut off and rendered of no practicable use, and of no value by reason of its peculiar shape, and therefore he claims the full value thereof as damages.

Also the portion of his said lands not included in his said

appropriation are cut up by said improvements into small lots, too small for pastures or profitable cultivation, and will require a great deal of extra fencing for which he should be compensated in damages in addition to compensation for land appropriated.

Elijah Miller by P. B. Call and Son
His Attorneys.

Filed May 24th 1882 J. L. Bingner Clerk.

Afterward on the 24th day of May A.D. 1882 the following the following order was issued to the Sheriff of Union County, Ohio. by the Clerk of said Court which reads as follows, to wit=

Order

To the Sheriff of Union County, Ohio.

You are hereby commanded to Conduct the twelve Jurors named in the panel to this writ annexed, to view the premises or property sought to be appropriated by the Village of Milford Centre, Ohio and owned by Elijah Miller on the 24th day of May A.D. 1882 thereand there to view the property or premises aforesaid, in the presence of John Van Pearse on the part of said Village and Charles Lee on the part of the owner, appointed by this Court, and you shall make return of the manner you have executed this writ to this Court, on the 24th day of May A.D. 1882 and have you then and there this writ. Witness my hand and seal of said Court. J. L. Bingner. Clerk. (Seal)

Panel of Jurors

1. Phillip Snyder. 2. R. Robinson. 3 Jacob Hansen.
4. Charles Corry. 5. John F. Jarmin. 6. Adam Richey.
7. Ezra Hodges. 8. George Weaver. 9. J. M. Danforth.
10. James Cooley. 11. Edward Stillings. 12. Isaac Brodrick.

Sheriffs Return.

Received this writ May 23rd 1882 and according to the within command of this order I have summoned the within named panel of Jurors to the place designated in said order and they have viewed the property sought to be condemned by the Village of Milford Centre, Ohio, and now I have their bodies here present in Court. Service $1.50 mileage $1.60 Conveyance $12.00 Total $15.55

John Hobrusack. Sheriff.

Filed May 24th 1882. J. L. Bingner. Clerk. Union County. Ohio.

Afterward on the 25th day of May A.D. 1882. the following entry was made on the journal of said Court the Clerk thereof which reads in the words and figures following to wit=

Entry. 3878

Village of Milford Centre, Ohio.
vs
Elijah Miller

This day this cause came on to be heard upon the application for an inquiry into and an assessment of compensation by a jury of the property sought to be taken in this proceeding as well as damages resulting to the remaining of the lands, or property of the defendant, and thereupon came a Jury to-wit=

Phillip Snyder, Robert Robinson, Edward Stillings,
J. M. Danforth, C. L. Corry, John F. Jarmin,
Jacob F. Hansen, Adam Richey, James Cooley,
George Weaver, Ezra Hodges, Isaac Brodrick,

who were duly impaneled and sworn according to the Statute made in such cases and provided, and on application of said Village the Court issued an order to the Sheriff of Union County, Ohio, to conduct the

Verdict.

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Jurors aforesaid to view the said premises in the application described in the presence of John Van Pearse on the part of the Village and C. S. Lee on the part of said defendant who were appointed by the Court for that purpose and said Jury having viewed the premises aforesaid returned to the Court room and heard the evidence introduced on behalf of the defendant and on behalf of said defendant and were charged by the Court and returned their verdict in writing signed by each of said jurors which verdict is in the following words and figures, to-wit:

Verdict.

Village of Milford Center, Ohio.
vs
Elijah Witter

Court Com. Pleas, Union Co. O.

We, the jury in this case, being first duly impaneled and sworn, made actual view of the premises under the order of Court and after hearing the evidence and charge of the Court do assess the amount of compensation due to the defendant Elijah Witter for the land appropriated by said Village as described in said petition for making said improvement at $41.25
And we do assess the damages that will accrue to the remainder of said premises belonging to said defendant Elijah Witter by reason of said appropriation at $24.00

Phillip Snyder. Robert Robinson. Edward Stillings.
J. M. Danforth. C. L. Corry. John E. Parrish.
Jacob F. Fauser. Adam Richey. James Cooley.
George Weaver. Ezra Hodges. Isaac Broderick

It is therefore considered, ordered and adjudged by the Court that the applicant the Incorporated Village of Milford Center, Ohio. pay to the owner of the land so appropriated the compensation and damage so as aforesaid found due to him by the jury, to-wit: The sum of Sixty five and 25/100 ($65 25/100) Dollars.
It is further ordered by the Court that payment of said sum be made to said Elijah Witter within six months from this date. And that upon such payment being fully made to said Elijah Witter or upon said being fully secured to said Witter to his satisfaction it shall be lawful for said Village of Milford Center, Ohio. to enter upon and take possession of the premises so appropriated for the purpose for which the same were appropriated.
And it is further ordered that the said Village of Milford Center, Ohio. pay the cost of this proceeding taxed at $

Attest: J. L. Burgner, Clerk.

Pleas before his Honor John A. Price 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, of the 3rd Subdivision of the South Judicial District and the State of Ohio, on the 1st day of May A. D. 1862 And therefore, to wit on the 28th day of March A.D. 1863 the following "application for appropriation of private property to public use" was filed with the Clerk of said Court which reads in words and figures, to wit:

The Village of Milford Center, Ohio, Plaintiff.

v. s

3998

W. G. Roots, The Cleveland, Columbus, Cincinnati and St Louis Railway Company, Elijah Miller, James V. Finley, Rebecca Morse, Abial Kennedy, Alford V. Kennedy, Swain Kennedy, Rachel E. Kennedy, Nancy Kennedy, John Kennedy, William Kennedy, George F. Morse, Caleb A. Mitchell, Martha Mitchell and Anna M. Scott Defendants

Application for the appropriation of Private property to public use.

To the Court of Common Pleas, in and for the County of Union and State of Ohio.

The Village of Milford Center in said County and State, now comes and makes application to the Court for the appropriation of the private property hereinafter described, to the use of said Village, for the purpose of extending and opening Center Street in said Village, both westwardly and Eastwardly from the westerly margin of Rail Road Street opposite the Westerly end of said Centre street Eastwardly as follows: North 71° West about 1150 feet to a stake (5) five feet west of the west line of out lot No. (8) Eight through and over the following lands to wit through the lands and over the track of the Cleveland, Columbus Cincinnati and Indianapolis Railway Company about Three Hundred and five (305) feet: said lands being part of out lot No. (11) Eleven in said Village (taking of said Railways lands a strip 50 feet wide and about 305 feet long.) through the lands of A. V. Morses heirs and devisees, to wit- Rebecca Morse, Widow, Abial Kennedy, Alford V. Kennedy, Swain Kennedy, Rachel E. Kennedy, Nancy Kennedy, John Kennedy, William Kennedy and George F. Morse, devisees about three Hundred and twenty four (324) feet, said land being part of out lot No. (10) ten in said Village. (taking of the said heirs and devisees of A. V. Morses a strip of land 50 feet wide and 324 feet long.) through the lands of Elijah Miller about Five Hundred and Sixteen feet, said lands being part of out lot Nos (8) Eight and (9) nine in said Village. (taking of said Elijah Millers land a strip 50 feet wide by 516 feet long.) Also over the lands of James V. Finley about (5) five feet on out lot No (7) seven in said Village (taking of said James V. Finleys land a strip about (5) five feet long and (50) fifty feet wide.) And from the Easterly end of said Centre street Eastwardly, as follows: Beginning at the easterly end of said Centre Street. Thence South 71° East Three Hundred and seventy two (372) feet, or about that, to a stake (25) twenty five feet east of the east line of lands of W. G. Roots, formerly owned by Sybil Harris, through and over the following lands, to-wit:

Through the lands of said W.J. Roots about (347) Three Hundred and forty-seven
feet East of the east line of lands of W.J. Roots formerly owned by Sybil Harris,
Through and over the following lands, to-wit- Through the lands of said W.J.
Roots about three Hundred and forty seven (347) feet being part of out
lot No (22) Twenty two, in said Village. (Taking of said W.J. Roots land a strip
50 feet wide by about 347 feet long)- through the lands of the devisees of Dixon
Mitchell, deceased, to-wit- Celesta Mitchell, Widow and Martha Mitchell
and Mary Scott children and devisees of said Dixon Mitchell, twenty five
feet: said lands being part of out lot No 22 in said Village (taking of the
lands of said Celesta Mitchell Martha Mitchell and Mary Scott a strip
of land 25 feet long by 50 feet wide,) said extension in all to cause both
Easterly and Westerly fifty (50) feet in widths.
For cause said Village says that the public welfare demands and
necessity requires, that said Center Street be opened, extended and
improved (both Eastwardly and Westwardly) over and through the lands
hereinbefore described for said distance and width (in either direction)
And that in order to extend said Street it is necessary that the said
lands of the said W.J. Roots, The Cleveland, Columbus, Cincinnati &
Indianapolis Railway Company, Elijah Miller, James V. Finley,
Rebecca Morse, Arad Kennedy, Alford V. Kennedy, Swain Kennedy,
Rachel E. Kennedy, Nancy Kennedy, John Kennedy, William
Kennedy, George F. Morse, Celesta Mitchell, Martha Mitchell
and Mary Scott, their private property be condemned or appropriated
to public use. It also says that said street is to be extended in
conformity to a survey made by H. L. Waring, Engineer and a plat made
from said survey by said Engineer upon a printed plat
of said Village to which reference is here made, which plat can
be seen at the Mayors Office in said Village.
It further says that on the 10th day of July A.D. 1911 a resolution
declaring the necessity of such appropriation of private property
to public use and also declaring the intention of the Council of
said Village to extend said Street (both Eastwardly and Westwardly) as
hereinbefore set forth, was passed by the Council of said Village by the
concurrent vote of more than two thirds of all the members elected
to said Council in favor thereof: and that upon the passage thereof,
the yeas and nays were taken and entered upon the records of
the proceedings of said Council and said resolution was duly
recorded in a book provided for that purpose and said record
was duly signed by the Mayor and Clerk of said Village.
The said Village therefore asks that the necessary legal proceedings
may be had to appropriate the lands hereinbefore described belonging to
said W.J. Roots, The Cleveland, Columbus Cincinnati and Indiana-
polis Railway Company, Elijah Miller, James V. Finley, Rebecca Morse,
Arad Kennedy, Alford V. Kennedy, Swain Kennedy, Rachel E. Kennedy,
Nancy Kennedy, John Kennedy, William Kennedy, Geo. F. Morse,
Celesta Mitchell, Martha Mitchell, and Mary Scott, for the use of
said Village for the said purpose of extending said Street that a
jury may be empanneled for the purpose of assessing the amount
of compensation to be paid to said above named parties respectively

for the portion of lands of each, so sought to be taken, as well as for damages, if any, resulting to the remaining portion of said lots or parcels of land respectively in consequence of such appropriation, and that all such orders, judgments and decrees may be made and entered and entered by the Court and such other proceedings had in the premises as are authorized by law. Village of Milford Center, O.
By N. T. Carpenter its Attorney.

The State of Ohio, Union County, ss. Jefferson T. Turner being duly sworn says that he is Mayor of the Village of Milford Center, Ohio, and that the facts stated and allegations contained in the foregoing application or pleading are true as he verily believes.
"J. T. Turner"

Sworn to by Jefferson T. Turner in my presence and signed by him in my presence this 28th day of March A.D. 1882. J. L. Bongner, Clerk.
Filed March 28th 1882. J. L. Bongner, Clerk, Union County, Ohio.
Afterwards on the 22nd day of May A.D. 1882 the following entry was made on the Journal by the Clerk of said Court which reads as follows:

3998 Village of Milford Center, Ohio, Plaintiff, vs. W. G. Roots et al Defendants } Court of Common Pleas, Union County, Ohio.

It appearing to the Court that the defendants John Kennedy and William Kennedy are minors of the age of over 14 years and have neglected to apply for Guardians ad litem, on motion of the plaintiff A. H. Brightler Esq. is hereby appointed Guardian for the suit for said Minor defendants. And now comes the said A. H. Brightler Esq. in open Court and accepts said appointment.

Afterwards on the 22nd day of May A.D. 1882 the following answer of Guardian ad litem was filed with the Clerk of said Court which reads as follows:

3998 Village of Milford Center, Ohio, vs. W. G. Roots et al } Court of Common Pleas, Union County O.

Answer of Guardian ad-litem

Now comes A. H. Brightler guardian ad-litem for John Kennedy and William Kennedy, defendants who are minors, and files this his answer for said minors and says: That he knows nothing of the matters set forth in plaintiffs petition and therefore for the purposes of this action denies the allegations of plaintiffs petition and demands the proof. He further asks the Court the rights of said minors be fully protected in any proceeding which may be had herein.
A. H. Brightler, Guardian ad-litem for John & Wm Kennedy.

Filed May 22nd 1882. J. L. Bongner, Clerk, Union County, Ohio.
Afterwards on the 24th day of May A. D. 1882 the following Notice was filed with the Clerk of said Court which was as follows, to-wit:

Notice To W. G. Roots, Cleavland, Columbus, Cincinnati and Indianapolis Railway Company, Elijah Witter, James V. Finley, Rebecca Morse, Arad Kennedy, Alfred V. Kennedy, Swain Kennedy, Rachel E. Kennedy,

Nancy [illegible] Mitchell, [illegible] You are [illegible] Carter, [illegible] file in [illegible] an applic[illegible] property [illegible] westward [illegible] opposite [illegible] N. 71° W [illegible] No. 8. Sa[illegible] Cleveland [illegible] Company [illegible] of the said [illegible] Railroad [illegible] long — [illegible] Thereon [illegible] Kennedy [illegible] William [illegible] a part of [illegible] strip 5 [illegible] Witter [illegible] strip [illegible] V. Finley [illegible] V. Finley [illegible] And for [illegible] Eastward [illegible] Street. [illegible] of the said [illegible] the lands [illegible] said Mitchell [illegible] of Dispatch [illegible] Mitchell [illegible] about [illegible] land 50 [illegible] said land [illegible] Enjoining [illegible] by said [illegible] was so [illegible] April 5 [illegible] Endorsed [illegible] Hereby [illegible] any appl[illegible] Filed [illegible] Afterwards [illegible] filed with [illegible] The Village [illegible]

Nancy Kennedy, John Kennedy, William Kennedy, George F. Moore, Celesta Mitchell, Martha Mitchell and Mary Scott.

You and each of you are hereby notified that the Village of Milford Centre, Union County, Ohio, did on the 28th day of March A.D. 1882 file in the Office of the Clerk of the Court of Common Pleas in said County an application in which it asks an appropriation of the following private property for the purpose of extending Centre Street in said Village (both westwardly and eastwardly) from the westerly margin of Rail Road Street opposite the Westerly end of said Centre Street westwardly as follows: N. 71° West about 1150 feet to a stake 5 feet west of the west line of Out Lot No. 8. (said Street extension to be 50 feet wide) through the lands of the Cleveland, Columbus, Cincinnati and Indianapolis Rail Road Company 305 feet part of out No. 11 — which appropriation will take of the said Cleveland, Columbus, Cincinnati and Indianapolis Railway Company's lands a strip 50 feet wide by 305 feet long — Through the lands of A. V. Mowrer's heirs and devisees, to-wit- Rebecca Moore, Widow, Lyal Kennedy, Alford V. Kennedy, Swain Kennedy, Rachel E. Kennedy, Nancy Kennedy, John Kennedy, William Kennedy and George F. Moore, devisees 324 feet — a part of out No. 10 — taking of said lands of said A. V. Mowrer's heirs a strip 50 feet wide by about 324 feet long - through the lands of Elijah Watts 516 feet a part of out lot No. 8 & 9 - taking of said Elijah Watts land a strip 50 feet wide by about 516 feet long, also over the lands of James V. Finley's about 5 feet a part of out lot 7 — taking of the said James V. Finley's land a strip 50 feet wide by about 5 feet long and thus terminate. And from the easterly end of said Centre Street as now opened eastwardly as follows: Beginning at the eastly end of said Centre Street, thence South 71° E. 272 feet or about that, to a stake 25 feet East of the East line of lands of W.J. Roots (formerly owned by Sybil Haines) through the lands of W.J. Roots about 347 feet a part of Out Lot No 22 - taking of said W.J. Roots land a strip 50 feet wide by 347 feet long through lands of Dixon Mitchell's heirs, to-wit- Celesta Mitchell, widow, Martha Mitchell & Mary Scott children and devisees of said Dixon Mitchell about 25 feet of the lands of said Dixon Mitchell's heirs a strip of land 50 feet wide by about 25 feet long, said proceeding to appropriate said land is now pending in said Court and application for Empanneling a jury for that purpose will be made to said Court by said Village on the 1st day of May A.D. 1882 at 9 O'clock A.M. or as soon thereafter as Counsel can be heard by the Court.

April 5th 1882.

Village of Milford Centre, Ohio
By A. J. Carpenter its Atty

Endorsement

I hereby acknowledge service of the within notice by copy and enter my appearance herein. April 10th 1882. Martha Mitchell.

Filed May 24th A.D. 1882 J. D. Benjamin, Clerk of Union County, Ohio.

Afterward on the 24th day of May A.D. 1882 the following notice was filed with the Clerk of said Court which reads as follows, to-wit-

The Village of Milford Centre, Ohio
vs.
W. J. Roots et al

Notice

To W. G. Roots, The Cleveland, Columbus, Cincinnati and Indianapolis Railway Company, Elijah Miller and James C. Finley, Rebecca Morse, Abel Kennedy, Alfred V. Kennedy, Swain Kennedy, Rachel E. Kennedy, Nancy Kennedy, John Kennedy, William Kennedy, George F. Morse, Celesta Mitchell, Martha Mitchell and Annie M. Scott:

You and each of you are hereby notified that the Village of Milford Center, Union County, Ohio, did on the 2nd day of March A. D. 1882 file in the office of the Clerk of the Court of Common Pleas of said County, an application in which it asks an appropriation of the following private property for the purpose of extending Center Street in said Village (both westwardly and Eastwardly) from the westerly margin of Railroad Street opposite the westerly end of said Center Street westwardly as follows= N. 71° W. about 115 feet to a stake 5 feet west of the west line of Out Lot No. 8 (said street extension to be 60 feet wide) through the lands of the Cleveland, Columbus, Cincinnati and Indianapolis Railway Company 205 feet a part of out lot No. 11 which appropriation will take of said Cleveland, Columbus, Cincinnati and Indianapolis Railway Company's lands a strip 60 feet wide by 205 feet long, through the lands of A. V. Morse, heirs and devisees, to wit= Rebecca Morse widow, and Kennedy, Alfred V. Kennedy, Swain Kennedy, Rachel E. Kennedy, Nancy Kennedy, John Kennedy, William Kennedy and George F. Morse devisees 324 feet a part of out lot No. 10 taking of said lands of said A. V. Morse, heirs a strip 5 feet wide by 324 feet long, through the lands of Elijah Miller 516 feet a part of out lots No. 8 & 9 taking of said Elijah Miller's land a strip 60 feet wide by about 516 feet long, Also over the lands of James C. Finley about 5 feet a part of out lot No. 7 taking of said James C. Finley's land a strip about 60 feet wide and 5 feet long and then to terminate. Used from the Easterly end of said Center Street as now opened westwardly as follows= Beginning at the Easterly end of said Center Street thence South 7½° E. 373 feet, or about that to a stake 25 feet East of the East line of lands of W. G. Roots (formerly owned by Sybil Haines) through the lands of W. G. Roots about 347 feet, a part of out lot No. 22 taking of said W. G. Roots land a strip 60 feet wide by about 347 feet long= Through lands of Dixon Mitchell's heirs, to wit= Celesta Mitchell, Missouri and Martha Mitchell and Mary Scott children and devisees of said Dixon Mitchell about 25 feet, taking of the lands of said Dixon Mitchell's heirs a strip of land 60 feet wide and about 25 feet long. Said proceeding to appropriate said land is now pending in the said Court.

And application for empannelling a jury for that purpose will be made to said Court by said Village on the 1st day of May A. D. 1882 at 9 O'clock A.M. or as soon thereafter as counsel can be heard by the Court. April 10th 1882. Village of Milford Center, By H. L. Carpenter its atty.

I hereby acknowledge service of the within notice by copy and enter my appearance herein April 10th 1882. Annie M. Scott.

Filed, May 24th 1882. J. L. Bergen, Clerk, Union County, Ohio.

Notice

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Afterward on the 24th day of May A.D. 1882 the following Notice was filed with the Clerk of said Court which is made as follows, to wit=

To W.G. Roots, The Cleveland, Columbus, Cincinnati and Indianapolis Railway Company, Elijah Witter, James V. Finley, Rebecca Morse and Kennedy, Alfred V. Kennedy, Swaine Kennedy, Rachel E. Kennedy, Nancy Kennedy, John Kennedy, William Kennedy, George H. Morse, Celesta Mitchell, Martha Mitchell and Mary Scott=

You and each of you are hereby notified that the Village of Milford Center, Ohio did on the 28th day of March A.D. 1882 file in the Office of the Clerk of the Court of Common Pleas of said County an application in which it asks an appropriation of the following private property for the purpose of extending Center Street Westwardly as follows= N. 71° W. about 1150 feet to a stake 5 feet west of the West line of Out lot No. 8 (said extension street to be 50 feet wide) through the lands of the Cleveland, Columbus, Cincinnati and Indianapolis Railway Company 305 feet— part of Out lot No. 11— which appropriation will take of the said Cleveland, Columbus Cincinnati & Indianapolis Railway Companys lands a strip 50 feet wide by 305 feet long— Through the lands of A.V. Morse heirs and devisees, to wit Rebecca Morse, Widow, Abel Kennedy, Alfred V. Kennedy, Swaine Kennedy, Rachel E. Kennedy, Nancy Kennedy, John Kennedy, William Kennedy and George H. Morse, devisees, 324 feet— a part of out No. 10— taking of said lands of A.V. Morse heirs a strip 50 feet by about 324 feet long. Through the lands of Elijah Witter 516 feet— a part of out lots Nos 6 & 9— taking of said Elijah Witter land a strip 50 feet wide by about 516 feet long— Along over the lands of James V. Finley about 5 feet a part of Out lot No. 7— Taking of the said James V. Finleys land a strip 50 feet wide by about 5 feet long and there to terminate— And from the easterly end of said Center Street as now opened, eastwardly as follows= Beginning at the easterly end of said Center Street, thence South 71° E. 372 feet, or about that to a stake 25 feet east of the east line of lands of W.G. Roots (formerly owned by Sybil Morse) through the lands of W.G. Roots about 347 feet— a part of out lot No 22 taking of said W.G. Roots lands a strip 50 feet wide by about 347 feet long— Through the lands of Dixon Mitchells heirs, to wit= Celesta Mitchell, Widow and Martha Mitchell and Mary Scott children and devisees of said Dixon Mitchell about 25 feet— taking of the lands of the said Dixon Mitchell heirs a strip of land 50 feet wide by about 25 feet long— Said proceeding to appropriate said land is now pending in said Court and application for impaneling a jury for that purpose will be made to said Court by said Village on the 1st day of May A.D. 1882 at 9.0 clock A.m. or as soon thereafter as counsel can be heard by the Court. April 5th 1882. Village of Milford Center, Ohio.
By C.T. Carpenter its Attorney.

We, each of us, hereby acknowledge service of the within notice by copy and enter our appearance herein. April 5th 1882.

Celesta Mitchell.
A.V. Kennedy.
J. V. Finley. W.G. Roots. Rebecca Kennedy.
Rebecca Morse. Abel Kennedy. William Kennedy.
Nancie Kennedy. John Kennedy. Elijah Witter.
Swaine Kennedy. J. Kennington.

Filed May 24th 1882. J.L. Bruyere, Clerk, Union County, Ohio.

Afterward on the 24th day of May A. D. 1882 the following Notice was filed with the Clerk of said Court which reads in words and figures as follows, to wit:

To W. G. Roots, Cleveland, Columbus Cincinnati and Indianapolis Railway Company, Elijah Miller, James V. Finley, Rebecca Morse, Orael Kennedy, Alfred V. Kennedy, Swain Kennedy, Rachel E. Kennedy, Nancy Kennedy, John Kennedy, William Kennedy, George F. Morse, Celeda Mitchell, Martha Mitchell and Mary Scott:

You and each of you are hereby notified that the Village of Milford Center, Union County, Ohio, did on the 28th day of March A. D. 1882 file in the Office of the Clerk of the Court of Common Pleas of Union County, Ohio, an application in which it asks an appropriation of the following private property for the purpose of extending Center Street in said Village (both westwardly and eastwardly) from the westerly margin of Railroad Street opposite the westerly end of said Center Street westwardly as follows: N. 77° West about 1150 feet to a stake 5 feet west of the west line of Out Lot No. 8 (said Street extension to be 50 feet wide) through the lands of the said Cleveland, Columbus, Cincinnati and Indianapolis Railway Company 205 feet part of out No. 11 — which appropriation will take of said Cleveland, Columbus, Cincinnati and Indianapolis Railway Company's lands a strip 50 feet wide by 205 feet long — through the lands of A. V. Morse's heirs and devisees, to wit — Rebecca Morse, widow, Orael Kennedy, Alfred V. Kennedy, Swain Kennedy, Rachel E. Kennedy, Nancy Kennedy, John Kennedy, William Kennedy, George F. Morse devisees 332 feet — a part of out No. 10 — taking of said lands of said A. V. Morse heirs, a strip 50 feet wide by about 332 feet long — through the lands of said Elijah Miller 516 feet — a part of out lots Nos 8, 9 — taking of said Millers land a strip 50 feet wide by 516 feet long — also over the lands of said James V. Finley about 6 feet a part of Out lot No. 7 — taking of said James V. Finleys lands a strip 50 feet wide by about 6 feet long and there terminate.

And from the easterly end of said Center Street, as now opened, eastwardly as follows: Beginning at the easterly end of said Center Street, thence South 71° 373 feet, or about that, to a stake 25 feet east of the east line of lands of W. G. Roots (formerly owned by Sybil Harris) through the lands of W. G. Roots about 347 feet — a part of Out lot No. 27 — taking of said W. G. Roots lands a strip 50 feet wide by about 347 feet long — through the lands of Dixon Mitchells heirs, to-wit: Celeda Mitchell, widow and Martha Mitchell and Anna M. Scott children and devisees of said Dixon Mitchell about 25 feet taking of the lands of the said Dixon Mitchells heirs a strip of land 50 feet wide by about 25 feet long.

Said proceedings to appropriate said land is now pending in said Court — and application for empanneling a jury for that purpose will be made to said by said Village on the 1st day of May A. D. 1882 at 9. O'clock A. M. or as soon thereafter as counsel can be heard by the Court April 5th 1882. Village of Milford Center, Ohio

By A. T. Carpenter its Atty.

I hereby acknowledge service of the within notice by copy and enter my appearance herein. April 5th " 1882

"G. F. Morse"

Filed May 24th 1882. J. L. Seymour Clerk, Union County, Ohio.

Jurors

Sheriffs return.

3998

Verdict

Signed.

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Afterward on the 24th day of May A.D. 1882 the following writ was issued by the Clerk of said Court which reads as follows, to-wit=

To the Sheriff of Union County, Ohio=

You are hereby commanded to conduct the twelve jurors named in the panel to this writ annexed, to view the property or premises sought to be appropriated by the Village of Milford Center, Ohio, and owned by W.Y. Roots et. al On the 24th day of May A.D. 1882 then and there to view the premises or property aforesaid in the presence of John Van Pearse on the part of the Village and Charles Lee on the part of the owners appointed by this Court and you shall make return of the manner you have executed this writ to this Court on the 24th day of May A.D. 1882 And have you then and there this writ.

Witness my hand and the seal of this Court. J. D. Bergner. Clerk. [S.]

Jurors

Phillip Snyder. | L. Robinson. | Jacob Metzger.
Charles Corry. | John F. Turner. | Adam Richey.
Egra Hodges. | George Weaver. | Jill D. Auffenth.
James Cooley. | Edward Stillings. | Isaac Brodrick.

Sheriff's return.

Received this writ May 24th A.D. 1882 and according to the within command of this order I have summoned the within named panel of jurors to the place designated in said order. And they have viewed the property sought to be condemned by the Village of Milford Center, Ohio, and now I have their bodies here present in Court. John Holmesark, Sheriff.

Afterward, on the 24th day of May A.D. 1882 the following verdict was filed with the Clerk of said Court which reads in the words and figures following, to-wit=

3998

Village of Milford Center, Ohio. | Court of Common Pleas.
v.s. | Union County, Ohio.
W. Y. Roots et. al

Verdict

The jury in this case being first duly empaneled and sworn made a view of the premises under the order of Court, And after hearing the evidence and charge of the Court, do assess the amount of compensation due to the defendants herein for the land appropriated by said Village as described in said petition for making said improvement as follows=

To Cleveland, Columbus, Cincinnati and Indianapolis Railway Company	150	00
" the A. V. Morse heirs and devisees	55	31
" Elijah Witter	88	12
" James V. Finley	1	
" W. Y. Roots	23	32
" Dixon Mitchells heirs and devisees	4	00

And we do assess the damages that will accrue to the remainder of said defendants premises by reason of said appropriation as follows=

To C. C. C. & I. Railway Co.	50	00
" the A. V. Morse heirs and devisees	20	00
" Elijah Witter	54	00
" James V. Finley	4	00
" the Dixon Mitchells heirs and devisees	2	00
" W. Y. Roots	22	00

Signed.

Phillip Snyder. | Isaac Brodrick. | Egra Hodges.
George Weaver. | Adam Richey. | Jacob H. Hauser.

James Cooley, John F. Purvis, C. L. Corry,
J. M. Danforth, Edward Stillings, Robert Robinson,
Filed May 25th A.D. 1872 J. D. Bergner, Clerk. Union County, Ohio.
Afterward, to-wit the 25th day of May A.D. 1872 the following entry was made
on the Journal of said Court which was in words and figures
as follows, to-wit

Entry

Village of Milford Center, Ohio,
vs
W. Y. Roots et al

No 3998

This day this cause came on to be heard
upon the application for an inquiry into and assessment of compensation
by a jury of the property sought to be taken in this proceeding as well as damages
resulting to the lands & property of the defendants, and thereupon came a jury,
to-wit: Phillip Snyder, Isaac Frederick, Ezra Hedges,
George Meaus, Adam Richey, Jacob F. Hauser,
James Cooley, John F. Purvis, C. L. Corry,
J. M. Danforth, Edward Stillings, Robert Robinson,
who were duly impanneled and sworn according to the statute made
in such cases and provided and on application of the said Village
the Court issued an order to the Sheriff of said County commanding
him to conduct the jurors aforesaid to view the said premises in the
application described in the presence of John Van Pearse on the part of the
Village and C. L. Lee on the part of said defendants, who were appointed
by the Court for that purpose and said jury having viewed the premises
aforesaid returned to the Court room and heard the evidence introduced
on behalf of defendants and on behalf of said Village and were charged by
the Court and returned their Verdict in writing signed by each of
said jurors which Verdict is in the following words & figures, to-wit:

Verdict recorded in full on Page 562

It is therefore considered ordered and adjudged by the Court that the applicants,
The Incorporated Village of Milford Center, Ohio, pay to the owners of lands so
appropriated the compensation and damages so as aforesaid found & there
to-wit: To W. Y. Roots the owner of a strip of land 50 feet wide by 347 feet
long, the sum of $345.33. To the Cleveland Columbus, Cincinnati and
Indianapolis Railway Company the owners of a strip of land 50 feet
by 206 feet long, the sum of $200.00 To the U. V. Morse, heirs and devisees
who own a strip of land 50 feet wide by 324 feet long, the sum of $75.91
To Elijah Miller the owner of a strip of land 50 feet wide by 576 feet long,
the sum of $142.00 To James V. Finley the owner of a strip of land, 50 feet
wide by 5 feet long, the sum of $5.00. To Celesta Mitchell who owns an interest
in a strip of land 50 feet wide by 25 feet long, for her interest therein, the sum of
$20 To Martha Marshall for her interest therein the sum of $1.65 And to Anna M.
Scott for her interest therein the sum of $1.65 It is further ordered by the Court that payment
of said sums be made to said parties named as entitled thereto within six months from
this date, and upon said payment being made to said several parties, or upon said sums
being secured to said parties to their satisfaction, it shall be lawful for said Incorporated
Village of Milford Center, Ohio, to enter upon and take possession of the premises so appropriated
for the purposes for which the same were appropriated. And it is further ordered that the said Village of Milford
Center, O, pay the costs of this prosecution taxed at $.

Attest: J. D. Bergner, Clerk.

Pleas before his Honor John A Price Judge of a Court of Common Pleas begun and holden at the Court House in the Town of Marysville within and for the County of Union in the 3rd subdivision of the Tenth Judicial District and the State of Ohio, On the 1st day of May A. D. 1882.

Heretofore to-wit:- On the 11th day of May A.D. 1881 the following application for the appropriation of private property to public use was filed with the Clerk of said Court which reads as follows, to-wit:-

Village of Milford Centre, Ohio. Plaintiff,
vs
James V. Finley and Elijah Witter. Defendant.

Application for the appropriation of Private property to public use.

To the Court of Common Pleas in and for the County of Union and State of Ohio.

The Village of Milford Centre in the County of Union, and State of Ohio, now comes and makes application to the Court for the appropriation of the private property hereinafter described, to the use of said Village, for the purpose of opening and laying out a new Street in the Western portion of said Village, to be called Witter Street, from the Southern margin of State Street, to the northerly margin of a proposed westerly extension of Center Street; and for cause says, that the public welfare demands, and necessity requires, that a new Street be opened and laid out in the westerly portion of said Village (and improved,) fifty feet in width from the southerly margin of State Street to the northerly margin of a proposed extension of Center Street in a westerly direction, in all about 571. feet in length. It further says that in order to open and open said Street, the following private property will have to be condemned to public use, to-wit:- a strip of land, through the lands of James V. Finley, part of Out No. 34. in said Village fifty feet in width by One Hundred and thirty two feet in length, containing about twenty four and 1/4 (24 1/4) square poles of land. Also a strip of land, through the lands of Elijah Witter, part of Out-lot No. 8 in said Village fifty feet in width by 239 feet in length (except about fifty square feet at the south west corner thereof, on the westerly side,) containing about forty three and 2/3 square poles of land.

Also a small parcel of land, part of Out lot No. 7. in said Village, belonging to James V. Finley, lying west of the lands of Witter, sought hereby to be appropriated, and containing about fifty square feet of land. It also says that said street is to be opened in conformity to a survey made by A. S. Mowery, Engineer, and a plat made from said survey by metes and bounds upon a printed plat of said Village, to which reference is here made; which plat can be seen at the Mayors Office in said Village.

It further says, that on the 11th day of May 1881 a resolution declaring the necessity of such appropriation of private property to public use, and also declaring the intention of the Council to open and lay out a new street as herein before stated, was duly passed by the Council of said Village, by more than a two thirds vote of all the members elected to said Council, in favor thereof; and that upon the passage thereof the yeas and nays were taken, and entered upon the records of the proceedings of said

Council; and said resolution was duly recorded in a book provided for that purpose, and said record was duly signed by the Mayor, and Clerk of said Village.

Said resolution also declared that the beginning for the center of said new street should be at a stake 106. feet north 71° west from the northwest corner of Sur. Lot No. 14 in said Village, and in the south margin of State Street, running thence South 19° west 271 feet, and that said street was to be called "Witter Street." The said Village therefore asks, that the necessary legal proceedings may be had, to appropriate the lands herein before described belonging to said defendants, to the use of said Village, for the purpose of opening and laying out said new street as herein stated; that a Jury may be empaneled for the purpose of assessing the amount of compensation to be paid to said owners, for the land so sought to be taken, as well as per damages, if any, resulting to the remaining portions of the property of the several owners, in consequence of such appropriation: and that all such orders, judgments and decrees may be entered by the Court, and such other proceedings be had in the premises, as are authorized by law.

Village of Milford Center, Ohio.
By W. C. Lawrence its Attorney.

The State of Ohio, Union County, ss. Jefferson G. Turner being duly sworn says he is Mayor of the Village of Milford Center, Ohio. and that the facts stated and allegations contained in the foregoing application & pleading are true as he believes.

"J. G. Turner"

Sworn to by Jefferson G. Turner before me and signed by him in my presence this 11th day of May 1881 W. H. Wright, Clerk.

Thereupon on the 21th day of May A.D. 1882 the following Notice was filed with the Clerk of said Court which reads in the words and figures following, to-wit=

To James V. Finley and Elijah Witter. Gentlemen=

You are hereby notified that the Village of Milford Center, Union County, Ohio, did on the 11th day of May A.D. 1881 file in the office of the Clerk of the Court of Common Pleas of said County, an application by which it asks an appropriation of the following private property for the purpose of opening and laying out a new street in said Village to be called "Witter Street" from the southern margin of State Street to the Northern margin of a proposed extension of Center Street fifty feet in width by 371 feet in length across lands belonging to each of you in severalty- which appropriation will take the use of a strip of ground 50 feet in width, and 137 feet in length of the lands of James V. Finley in said Village, being part of out lot No. 34. and a strip of land 50 feet in width and 239 feet in length, of the lands of Elijah Witter, being part of out lot No. 8 in said Village (except about 50 square feet at the south west corner thereof, on the westerly side.) Also a small parcel, part of out lot No. 7. belonging to James V. Finley in said Village, containing about 50 square feet of land, lying west of Witters land. That said proceeding to appropriate said lands is

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now pending in said Court. And application for empaneling a jury for that purpose, will be made to said by said Village on the 1st day of May A.D. 1882. at 9.0' clock A.M. or as soon thereafter as counsel can be heard.
April 5th 1882. Village of Milford Center, Ohio. By L. J. Carpenter its atty.
We hereby acknowledge service of the within notice by copy by copy and enter our appearance herein. April 5th 1882. James V. Finley. "Elijah Witter."
Filed May 24th 1882. J. D. Bongner, Clerk. Union County, Ohio.
Afterward, on the 24th day of May A.D. 1882. the following claim for damages was filed with the Clerk of said Court which reads in the words and figures following, to-wit:

3829

Village of Milford Center, Ohio.
vs
James V. Finley et al

Union Com. Pleas. Claim for Damages.

Now comes Elijah Witter one of said defendants and files this his claim for damages by the proposed appropriation in this proceeding.
He claims that said proposed improvement will cut off a small narrow triangular strip of his land on the west side of said proposed improvement, which will by reason of its said shape be unfit for any practicable or profitable use, and be in effect valueless. Also the amount of fencing required on his said lands remaining will be materially increased. And the whole of the land not appropriated, belonging to him and described in the petition, will be left in such small lots, that, not bring marketable for building lots, nor of the right shape for such, it will be greatly reduced in value. And said defendants therefore asks that said diminution of value and increased expense be taken into account in estimating the damages in the premises — and compensation.
E. Witter by P. B. Cole and Son, his Attorneys.
Filed May 24th 1882. J. D. Bongner Clerk. Union County, Ohio.
Afterward, on the 24th day of May A.D. 1882. the following order was issued to the Sheriff by the Clerk of said Court which reads as follows
To the Sheriff of Union County, Ohio:
You are hereby commanded to cause to be twelve good men and true in the panel to this writ annexed, to view property or premises sought to be appropriated by the Village of Milford Center, Ohio. and owned by Elijah Witter and James V. Finley, on the 24th day of May A.D. 1882. then and there to view the premises property aforesaid in the presence of John Van Pearson on the part of said Village and Charles Lee on the part of the owners, appointed by this Court. And you shall make return of the names you have mentioned this writ on the 24th day of May A.D. 1882. and how you then and there this writ. Witness my hand and seal of said Court.
J. D. Bongner. Clerk.

Phillip Snyder.
Charles Corry.
Egni Ardger.
James Corby.
R. Robinson.
John F. Sumner.
George Weaver.
Edward Stillings.
Jacob Hauser
Adam Richey.
J. W. Danforth.
Isaac Broderick.

Sheriffs return, see next page.

Rec'd this writ May 23rd 1882 and according to the command of the within order, I have summoned twelve of jurors to the place designated in said order and then have viewed the property sought to be condemned by the Village of Milford Center, Ohio and now I have their bodies here present in Court. Fees
John Hobensack, Sheriff.

Afterwards, on the 25th day of May A.D. 1882 the following entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit=

3829
Entry.

The Village of Milford Center, Ohio.
vs.
James B. Finley & Elijah Witter

This day this cause came on to be heard upon the application praying for and an assessment of compensation by a jury of the property sought to be taken in this proceeding and also damages resulting to the lands or property of the defendants, and thereupon came a jury to-wit=

Philip Snyder, Isaac Sandrith, Ezra Hedges,
George Weaver, J. M. Barstforth, Adam Richey,
James Conley, Jacob F. Hauser, John F. Purviance,
C. L. Corry, Edward Stillings, Robert Robinson

who were duly impannelled and sworn according to the Statute in such cases made and provided; And on application of the said Village the Court issued an order to the Sheriff of Union County to conduct the jurors aforesaid to view the said premises in the application described in the presence of John Van Pearse on the part of the Village and Charles Lee on the part of said defendants who were appointed by the Court for that purpose and said jury having viewed the premises aforesaid returned to the Court room and heard the evidence introduced on behalf of defendants and on behalf of said Village and were charged by the Court and returned their Verdict in writing signed by each of said Jurors which Verdict is in the following words and figures, to-wit=

3829
Verdict.

Village of Milford Center, Ohio.
vs.
James B. Finley et al

Court Com. Pleas, Union County, O.

No 3991

The jury in this cause being first duly impannelled and sworn made actual view of the premises under the order of Court and after hearing the evidence and charge of the Court do assess the amount of compensation due to the defendants James B. Finley and Elijah Witter for the land appropriated by said Village as described in said petition for making said improvements as follows=

To James B. Finley $50.00
" Elijah Witter $41.25

and we do assess the damages that will accrue to the remainder of said defendants premises by reason of said appropriations as follows:

To James B. Finley $41.00
" Elijah Witter $24.00

Signed

Phillip
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C. L.
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Signed Phillips Snyder. Isaac Brodrick. Egra Hodges.
George Weaver. J.M. Southforth. Adam Richey.
James Cooley. Jacob F. Hauser. John F. Judson
C. S. Corey Edward Stillings Robert Robinson.

It is therefore considered ordered and adjudged by the Court that the applicant, The Incorporated Village of Milford Centre, Ohio, pay to the owners of the lands so appropriated the compensation and damages so as aforesaid found due to them respectively by the jury to-wit:
To James B. Finley the owner of a strip of land 50 feet wide by 132 feet long the sum of $91 00/100 To Elijah Miller the owner of a strip of land 50 feet and 239 feet long the sum of $65 25/100.
It is further ordered by the Court that payment of said sums be made to said James B. Finley and Elijah Miller or upon said sums being secured to said James B. Finley and Elijah Miller to their satisfaction it shall be lawful for the said Incorporated Village of Milford Centre, Ohio, to enter upon and take possession of the premises so appropriated for the purpose for which the same were appropriated. And it is further ordered that the said Village of Milford Centre, Ohio, pay the costs of this proceeding taxed at $. Filed May 25th A.D. 1882. J.L. Bergner, Clerk. Union County, Ohio.

Attest J.L. Bergner. Clerk.

Pleas before his Honor John A Price, 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 in the 3rd Subdivision of the Tenth Judicial District and the State of Ohio on the 1st day of May. A.D. 1882. Heretofore to wit; on the 28th Day of March A.D. 1882, the following "Application for the appropriation of private property to public use" was filed with the Clerk of said Court which reads in words as follows.

No 3991

Village of Milford Centre Ohio - Plaintiff.
vs.
Cleveland Columbus Cincinnati and Indianapolis Railway Co. - Defts

Application for the appropriation of private property to public use.

To the Court of Common Pleas in and for the County of Union and State of Ohio.
The Village of Milford Centre in said County and State now comes and makes application to the Court for the appropriation of the private property hereinafter described, to the use of said Village for the purpose of extending and opening London Street in said Village from the South-ern end of said London Street to the North margin of a proposed extension of Centre Street, in all, the distance of two Hundred and thirty nine (239) feet through the lands of

$50 00
$4 25
remainder as follows.
$41 00
$24 00

the Cleveland, Columbus, Cincinnati & Indianapolis Railway Company, being part of Outlot N° 11 in said Village. Beginning, for the center of said Street extension, at the Southerly end of London Street 37 feet north 7° west from the South west corner of Outlot N° Seven (7) and running thence South 19° West 239 feet through the lands of said Cleveland, Columbus, Cincinnati and Indianapolis Railway Company to the Northerly margin of a proposed extension of Center Street; said street extension to be 50 feet in width and to take of the lands of the Cleveland Columbus Cincinnati and Indianapolis Railway Company a strip of land 50 feet wide and 239 feet long.

Your said Village says that the public welfare demands and necessity requires that said London Street be opened, extended and improved over and through the lands herein before described for said distance and width, and that in order to extend said street, it is necessary that the said lands of the Cleveland Columbus Cincinnati and Indianapolis Railway Company, its private corporate property be condemned or appropriated to public use. It also says that said street is to be extended in conformity to a survey made by A. S. Mowry, engineer, and a plat made from said survey, by red lines drawn upon a printed plat of said Village to which reference is here made, which plat can be seen at the Mayor's office in said Village. It further says that on the 4th of May, 1881, a resolution declaring the necessity of such appropriation of private property to public use and also declaring the intention of the Council of said Village to extend said Street as hereinbefore set forth, was passed by the Council of said Village, by the concurrent vote of more than two-thirds of all the members elected to said Council in favor thereof; and upon the passage thereof, they yeas and nays were taken and entered upon the records of the proceedings of said council; and said resolution was duly recorded in a book provided for that purpose, and said record was duly signed by the Mayor and Clerk of said Village.

The said Village therefore asks that the necessary legal proceedings may be had to appropriate the lands herein before described, belonging to said Cleveland, Columbus, Cincinnati and Indianapolis Railway Company to the use of said Village for the said purpose of extending said street; that a jury may be empannelled for the purpose of assessing the amount of compensation to be paid to said Cleveland Columbus Cincinnati and Indianapolis Railway Company, for the lands so sought to be taken, as well as for damages, if any resulting to the remaining portion of said Railway Company's lands in consequence of such appropriation, and that all such orders, judgments, and decrees may be made and entered by the Court, and

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such other proceedings had in the premises as are authorized by by Law.

Village of Milford Centre
By A.T. Carpenter, its attorney

The State of Ohio }
Union County ss }

Jefferson G. Turner being sworn says that he is Mayor of the Village of Milford Centre and that the facts stated and allegations contained in the foregoing application or pleading embraces, he verily believes.

J.G. Turner.

Sworn to by Jefferson G. Turner before me and signed by him in my presence the 28th day of March A.D. 1882.

J.L. Burgner Clerk.

Afterward on the 24th day of May 1882, the following Notice was filed with the Clerk of said Court which reads in words and figures following towit:

To The Cleveland, Columbus, Cincinnati & Indianapolis Railway Co

You are hereby notified that the Village of Milford Centre, Union County, Ohio, did on the day of A.D. 1882, file in the office of the Clerk of the Court of Common Pleas of said County an application in which it asks an appropriation of the following private property for the purpose of extending London Street in said Village from the Southern end of said London Street to the North margin of a proposed extension of Centre Street 50 feet in width by 239 feet in length across lands belonging to your company, which lands are part of out lot No 11 in said Village, which appropriation will take of your said lands a strip 50 feet wide by 239 feet in length, of said Out lot No 11. Said proceeding to appropriate said land is now pending in said Court, and application for empannelling a jury for that purpose will be made to said Court by said Village, on the 1st day of May A.D. 1882, at 9 o'clock A.M. or as soon thereafter as Counsel can be heard by the Court.

Village of Milford Centre O.
By A.T. Carpenter its atty.

March 1882.

We hereby acknowledge service the within notice by copy and enter our appearance hereon, Apr. 5th 1882.

J.A. Kennington, Ag't C.C.C. & I. Ry.
Milford Centre O. Apr. 7/82

Afterward, on the 24th day of May, A.D. 1882, the following order was issued to the Sheriff by the Clerk of said Court, which reads as follows.

To the Sheriff of Union County Ohio:

You are hereby commanded to conduct the twelve persons named in the panel to this writ annexed, to view the property or premises sought to be appropriated by the Village of Milford Centre Ohio and owned by the Cleveland

Columbus Cincinnati and Indianapolis Railway Company on the 24th day of May A.D. 1882 then and there to view the premises or property aforesaid in the presence of John Van Pearse on the part of said Village and Bailey Lee on the part of the owners appointed by this Court and you shall make return of the manner you have executed this writ to this Court on the 24th day of May 1882 and have you then and there this writ.

Witness my hand and seal of said Court

J. D. Bingner Clerk.

P. Snyder	John F. Bingner	J. M. Danforth
R. Robinson	Adam Richey	James Cooley
Jacob Hauer	Ezra Hedges	Edward Stillings
Chas. Corey	George Weaver	Isaac Brodrick

Received this writ May 23rd 1882 and according to the command of the within order I have conveyed the within named panel of Jurors to the place designated on said order. And they have viewed the property sought to be condemned by the Village of Milford Centre Ohio, and now I have their bodies here present in court.

John Hobensack Sheriff

Afterward on the 24th day of May A.D. 1882. the following Verdict was filed with the Clerk of said Court which reads in the words and figures following to wit:

Village of Milford Centre O
vs.
Cleveland Columbus Cincinnati & Indianapolis Railway Company

Court of Common Pleas.
Union County Ohio.

The jury in this case being first duly empannelled and sworn, made actual view of the premises under the order of the Court, and after hearing the evidence and the charge of the Court, do assess the amount of compensation due to the C. C. C. & I. Railway Company for the land appropriated by said Village as described in said petition for making said improvement, at $150.00 And we do assess the damages that will accrue to the remaining portion of said defendants premises by reason of said appropriation at $150.00

Signed Philip Snyder. C. L Corey. James Cooley.
Robt Robinson. John F. Bingner. George Weaver.
Edward Stillings. Jacob F. Hauer. Ezra Hedges.
J. M. Danforth. Adam Richey. Isaac Brodrick.

Afterward on the 25th day of May A.D. 1882. the following Entry was made upon the Journal by the Clerk of said Court which reads as follows to wit:

Village of Milford Centre, O
vs
Cleveland, Columbus Cincinnati & Indianapolis Railway Company

This day this cause came on to be heard upon the application for an inquiry into and assessment

assessment of compensation by a Jury, of the property sought to be taken in the proceeding as well as damages resulting to the lands or property of the defendant. And thereupon came a Jury to wit:

P. Snyder	John F. Zwerner.	J.M. Danforth
R. Robinson	Adam Bickey	James Cooley
Jacob Hauser	Ezra Hedges	Edward Slettings
Chas Corey	Geo Weaver	Isaac Brodrick

who were duly empannelled and sworn according to the Statute in such cases made and provided: and upon application of the said Village the Court issued an order to the Sheriff of Union County to conduct the Jurors aforesaid to view the said premises in the application described, in the presence of John VanPearse on the part of the Village and C.L. Lee, on the part of said defendant, who were appointed by the Court for that purpose. And said Jury having viewed the premises aforesaid returned to the Court room and heard the evidence introduced on behalf of defendants and on behalf of said Village, and were charged by the Court and returned their verdict in writing signed by each of said Jurors, which Verdict is in the following words and figures, to wit:

Village of Milford Centre O
vs
Cleveland Columbus Cincinnati & Indianapolis Railway Company

Court of Common Pleas
Union County Ohio.

The Jury in this case being first duly empannelled and sworn made actual view of the premises under the order of the Court, and after hearing the evidence and the charge of the Court, do assess the amount of compensation due to the Cleveland Columbus Cincinnati and Indianapolis Railway Company for the land appropriated by said Village as described in said petition for making said improvement at $150 00 And we do assess the damages that will accrue to the remainning portion of said defendants premises by reason of said appropriation at $150 00

Signed Philip Snyder. C.L. Corey James Cooley
Robt Robinson John F. Zwerner George Weaver
Edward Slettings Jacot F. Hauser. Ezra Hedges
J.M. Danforth Adam Bickey Isaac Brodrick.

It is therefore considered ordered and adjudged by the Court, that the applicant, the Incorporated Village of Milford Centre, Ohio, pay to the owners of the lands so appropriated the compensation and damages so as aforesaid found due to them, to wit: To the Cleveland, Columbus, Cincinnati & Indianapolis Railway Company, the owners of a strip of land 50 feet wide by 239 feet long the sum of $300 00

Attest: J.D. Bragg Clerk.

Read before his Honor John A Price, 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 in the 3d Subdivision of the Tenth Judicial District and the State of Ohio on the 1st day of May A.D. 1882. Heretofore, towit: on the 28th day of March A.D. 1882. the following "Application for appropriation of privat property to public use" was filed with the Clerk of said Court which reads in words as follows:

No 3997

Village of Milford Centre Ohio
vs
Matt Miller, Sarah Bell, W.Y. Roots, Celia Mitchell, Martha Mitchell, Anna M. Scott.

Application for appropriation of privat property to public use.

To the Court of Common Pleas in and for the County of Union and State of Ohio.

The Village of Milford Centre, in said County and State now comes and makes application to the Court for the appropriation of the private property hereinafter described to the use of said Village for the purpose of opening and laying out a new street in said Village, to be named "Mitchell Street," from State Street South to the North margin of a proposed extension of Centre Street through the lands of the defendants Matt Miller, Sarah Bell, W.Y. Roots Celia Mitchell, Martha Mitchell and Anna M. Scott, being parts of In lots No. 32 to 91: Outlots No. 22 & 23 in said Village, Beginning at a stake in the South margin of State Street at the North East corner of inlot No (32) Thirty two for the center of said new street, and running thence with the easterly line of said lot and the east line of W.Y. Roots land, parts of Out lots No 22 and 23, S. 19° W 370 feet to the North margin of a proposed extension of Centre Street.

Said Street to be 50 feet in width and to take of the said lands of the defendants Matt Miller, a strip off of the east side of Inlot No. 32, twenty five (25) feet in width by One Hundred thirty two feet in length. And to take of the said lands of said Sarah Bell off of the West side of Inlot No 91 a strip twenty five (25) feet wide, by one hundred and thirty two (132) feet in length And to take of the lands of W.Y. Roots, parts of out lots No. 22 & 23 a strip twenty five (25) feet in width and two hundred and thirty eight feet in length. And to take of the lands belonging to Celia Mitchell, widow, and Martha Mitchell and Anna M. Scott, children and devisees of Dixon Mitchell deceased, parts of outlots No 22 & 23, a width of twenty five (25) feet by two hundred and thirty eight in length (238) feet in length.

For cause said Village says that the public welfare demands and necessity requires that the above described new street be laid out and opened, and that said above described new street be laid out and opened from the point

of beginning to the termination over and through the lands here-
in-after described for said distance and width; and that in
order to lay out and open up said street it is necessary that
the said lands of of said Matt Miller, Sarah Bell, N.Y. Roots, Celestia
Mitchell, Martha Mitchell and Anna M Scott, their private
property condemned and appropriated to public use. It also says that
said street is to be laid out and opened in conformity to a Sur-
vey made by A.S Mowry, engineer, and a plat made from said
survey by red lines drawn upon a printed plat of said Village
to which reference is here made, which plat can be seen
at the Mayor's office in said Village.

It further says that on the 18th day of July 1881, a res-
olution declaring the necessity of such appropriation of
private property to public use and also declaring the
intention of the Council of said Village to lay out and open
said street as hereinbefore set forth was passed by the
Council of said Village by the concurrent vote of more than two
thirds of all the members elected to said council in favor
thereof; and upon the passage thereof the yeas and nays
were taken and entered upon the records of the proceedings
of said Council, and said resolution was duly recorded
in a book provided for that purpose and said record was
duly signed by the Mayor and Clerk of said Village.

The said Village therefore asks that the necessary legal
proceedings may be had to appropriate the lands herein-
before described belonging to said Matt Miller, Sarah
Bell, N.Y. Roots, Celestia Mitchell Martha Mitchell
and Mary Scott to the use of said Village for the said pur-
pose of laying out and opening and establishing said
street. That a Jury may be empanelled for the purpose
of assessing the amount of compensation to be paid to
said Matt Miller, Sarah Bell, N.Y Root, Celestia Mitch-
ell, Martha Mitchell and Mary Scott, for the land so sought
to be taken as well as for damages, if any, resulting
to the remaining portion of said parties premises, re-
spectively, in consequence of such appropriation and that
all such orders, judgments and decrees may be made
and entered by the court and such other proceed-
ings had in the premises as are authorized by
law.

Village of Milford Centre O
By A.J. Carpenter it Atty.

The State of Ohio, }
Union County ss } Jefferson G Turner being sworn says that he
is Mayor of the Village of Milford Centre, Ohio, and
that the facts stated and allegations contained in the forego-
ing petition are true as he verily believes.

J G Turner

Sworn to by Jefferson G. Turner before me and signed by him

in my presence this 25th day of March A.D. 1882
J. L. Bingaman
Clerk.

Afterward on the 24th day of May A.D. 1882 the following Notice was filed with the Clerk of said Court which reads in words and figures as follows.

To Matt Miller, Sarah Bell, W. Y. Roots, Celesta Mitchell, Martha Mitchell and Anna M. Scott.

You are each of you hereby notified that the Village of Milford Centre Union County, Ohio did on the 25th day of March A.D. 1882 file in the office of the Clerk of the Court of Common Pleas of said County an application in which it asks an appropriation of the following private property for the purpose of laying out and opening a new street in said Village to be named Mitchell Street, from State street south to the North margin of a proposed extension of Centre Street 50 feet in width by 370 feet in length across lands belonging to each of you; which appropriation will take of the lands of Matt Miller a strip off of the East side of Inlot No. 32, 25 feet in width by 132 feet in length, and will take of the lands of Sarah Bell a strip off of the West side of inlot No. 91, 25 feet wide by 132 feet in length; and will take of the lands of W. Y. Roots, parts of Outlots No. 22 & 23, a strip 25 feet in width and 238 feet in length; and will take of the land of Celesta Mitchell, widow, and Martha Mitchell and Anna M. Scott children and devisees of Dixon Mitchell dec'd. parts of outlots 22 & 23. a strip 25 feet wide by 238 long. Said proceedings to appropriate said lands is now pending in said Court and application for empannelling a jury for that purpose will be made to said Court by said Village on the 1st day of May A.D. 1882 or as soon thereafter as Counsel can be heard by the Court.

April 26th 1882.

Village of Milford Centre Ohio
By A. J. Carpenter its Atty.

I hereby acknowledge service of this notice by copy and enter my appearance herein.

Martha Mitchell

Afterward on the 24th day of May A.D. 1882 the following Notice was filed with the Clerk of said Court which reads in words and figures as follows:

To Sarah Bell: You are hereby notified that the Village of Milford Centre Ohio, Union County did on the 28th day of March A.D. 1882 file in the office of the Clerk of the Court of Common Pleas of said County an application in which it asks an appropriation of the following private property for the purpose of laying out and opening a new street to be named "Mitchell Street" from State Street to the North margen of a proposed extension of Centre Street 50 feet in width by 370 feet in length across lands belonging to you; and which will take of your lands a strip

off of Inlot N° 91, 25 feet wide by 132 feet in length. Said proceedings to appropriate said lands is now pending in said Court and application for empannelling a jury for that purpose will be made to said Court on the 1st day of May A.D. 1882 or as soon thereafter as counsel can be heard by the Court

Village of Milford Centre O
By A.T. Carpenter its Atty.

Apr 28th 1882.

I hereby acknowledge service of this notice by copy and enter my appearance herein.

Sarah Bell.

Afterward on the 24th day of May A.D. 1882 the following Notice was filed with the Clerk of said Court which reads in words and figures as follows.

To Matt Miller, Sarah Bell, H.Y. Roots, Celecta Mitchell, Martha Mitchell and Mary Scott: You are each of you hereby notified that the Village of Milford Centre, Union County Ohio, on the 28th day of March A.D. 1882 file in the office of the Clerk of the Court of Common Pleas of said County an application in which it asks an appropriation of the following private property for the purpose of laying out and opening a new street in said Village to be named "Mitchell Street" from State Street South to the North margin of a proposed extension of Centre Street 50 feet in width by 370 feet in length across lands belonging to each of you, which appropriations will take of the lands of Matt Miller a strip off of the East side of Inlot N° 32 — 25 feet in width by 132 feet in length; and will take of the lands of Sarah Bell a strip off of the west side of Inlot N° 91 — 25 feet wide by 132 feet in length: and will take of the lands of H.Y. Roots, part of Outlots N° 22 & 23, a strip 25 feet in width and 238 feet in length. And will take of the lands of Celecta Mitchell, widow, Martha Mitchell & Mary Scott children and devisees of Sexton Mitchell, dec'd, part of out lots N° 22 & 23 — a strip 25 feet wide by 238 feet long. Said proceedings to appropriate said lands is now pending in said Court and application for empannelling a jury for that purpose will be made to said Court by said Village on the 1st day of May A.D. 1882 at 9 o'clock A.M. or as soon thereafter as counsel can be heard by the Court.

Village of Milford Centre O.
By A.T. Carpenter its Atty.

April 5th, 1882.

We each of us hereby acknowledge service of the within notice by copy and enter our appearance herein

April 5th 1882

Celecta Mitchell.
H.Y. Roots.
G.C. Schenderer.

Afterward on the 24th day of May A.D. 1882 the following Notice was filed with the Clerk of said which reads in words and figures as follows.

To Matt Miller Sarah Bell N.Y. Root Celecta Mitchell Martha Mitch-
ell and Annie M. Scott, You are each of you hereby notified
that the Village of Milford Centre, Union County, Ohio did on the
25th day of March A.D. 1882 file in the office of the Clerk of the
Court of Common Pleas of said County an application in which it
asks an appropriation of the following private property for the pur-
pose of laying out and opening a new street in said Village to
be named Mitchell Street from State Street south to the North mar-
gin of a proposed extension of Center Street So far in width by
370 feet in length across lands belonging to each of you, which
appropriation will take of the lands of Matt Miller, a strip off of
the East side of Inlot No 32 - 25 feet in width by 132 feet in length,
and will take of the lands of Sarah Bell a strip off of the West side
of Inlot No 91 25 feet wide by 132 feet in length: and will take
of the lands of N.Y. Root, parts of outlots No 22 & 23 a strip 25 feet
in width and 238 feet in length: and will take of the lands
of Celecta Mitchell, widow, and Martha Mitchell and Anna
M Scott, children and devisees of Dixon Mitchell dec'd, parts of
Outlots 22 & 23 a strip 25 feet wide by 238 feet long. Said proceed-
ings to appropriate said lands is now pending in said Court and
application will be made to said Court by said Village for empanel-
ling a jury for that purpose, on the 1st day of May A.D. 1882, at 9
o'clock A.M. or as soon thereafter as Counsel can be heard by the
Court.

April 26th 1882. Village of Milford Centre Ohio.
By A.T. Carpenter its Atty.

I hereby acknowledge service of above notice by copy and enter
my appearance herein.

Annie M. Scott
P. M. Scott

Afterward on the 24th day of May A.D. 1882, the following order
was issued to the Sheriff by the Clerk of said Court which
reads as follows:

To The Sheriff of Union County, Ohio: You are hereby commanded
to conduct the twelve Jurors named in the panel to this writ
annexed, to view the property or premises sought to be appropri-
ated by the Village of Milford Centre, Ohio and owned by
Matt. Miller Sarah Bell, N.Y. Root, Celecta Mitchell Martha
Mitchell and Annie M Scott, on the 24th day of May A.D. 1882,
then and there to view the premises or property aforesaid in
the presence of John Van Pearse on the part of said Village
and Charles Lee on the part of the owners, appointed by this
court, and you shall make return of the manner you
have executed this writ to this Court on the 24th day of
May A.D. 1882, and have you then and there this writ. Witness
my hand and seal of said Court.

J.L. Burgner. Clerk.

P. Snyder	Chas Corey	Ezra Hedges	James Corley
R Robinson	Jno F. Guerner	George Heaver	Edward Stillings
Jacob Hauser	Adam Richey	J.M. Danforth	Isaac Broderick.

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Received this writ May 23d 1882 and according to the command of the within order I have conveyed the within named Panel of Jurors to the place designated in said order. And they have viewed the property sought to be condemned by the Village of Milford Centre, Ohio, and now I have their bodies here present in court.

John Mohensack, Sheriff.

Afterward on the 25th day of May A.D. 1882 the following Entry was made on the Journal of said Court by the Clerk of said Court which reads as follows to wit;

Village of Milford Centre Ohio

No 3997

vs

Matt Miller, Sarah Bell W.Y. Root, Celesta Mitchell, Martha Mitchell, Annie M. Scott.

This day this cause came on to be heard upon the application for an enquiry into and assessment of compensation by a jury of the property sought to be taken in this proceeding as well as damages resulting to the lands or property of the defendants: and thereupon came a jury to wit:

P. Snyder	John T. Sweeney	J.M. Danforth
R. Robinson	Adam Richey	James Cooley
Jacob Hauser	Ezra Hedges	Edward Stirling
Chas Corey	George Weaver,	Isaac Brodrick

who were duly empannelled and sworn according to the Statute in such case made and provided and on application of the said Village the Court issued an order to the Sheriff of Union County to conduct the Jurors aforesaid to view the said premises in the application described, in the presence of John Van Pearse on the part of the Village and C.S. Lee on the part of said defendants, who were appointed by the Court for that purpose, and said Jury having viewed the premises aforesaid returned to the Court Room, and heard the evidence introduced on behalf of defendants and in behalf of said Village and were charged by the Court and returned their verdict in writing signed by each of said Jurors, which verdict is in the following words and figures to wit;

Village of Milford Centre O.

No 3997

vs.

Mat Miller et al

Court of Common Pleas
Union County Ohio

We the Jurors in this case being first duly empannelled and sworn, made actual view of the premises under the order of the Court and after hearing the evidence and charge of the court do assess the amount due to the different defendants herein for the land appropriated by said Village as described in said petition for making said improvement as follows:

To Mat Miller	$25.00
To Sarah Bell	$25.00

To H.Q. Root $25.00

To Dixon Mitchell heirs & devisees $25.00

And we do assess the damages that will accrue to the remainder of said defendants premises by reason of said appropriations, as follows:

To Mat Miller $28.00

" Sarah Bell $05.00

" H.Q. Root $14.00

" Mitchell heirs & devisees $14.00

To D. Dixon

Signed, Philip Snyder, Adam Lachey, C.L. Comy

Isaac Broderick, James Cooley, J.M. Danforth

Ezra Hedges, Jacob F. Bauer, Edward Stelling

George Weaver, John F. Zwerner, Robt Robinson.

It is therefore considered, ordered and adjudged by the Court that the applicant, the Incorporated Village of Milford Centre, Ohio pay to the owners of the lands so appropriated, the compensation and damages so as aforesaid found due to them to wit: to Mat Miller the owner of a strip of land 25 feet wide by 132 feet in length, the sum of $53.00. To Sarah Bell, the owner of a strip of land 25 feet wide by 132 feet in length, the sum of $53.00 To H.Q. Root, the owner of a strip of land 25 feet wide by 238 feet long the sum of $49.00. To Celecta Mitchell for her interest in a strip of land 25 feet wide by 238 feet long the sum of $13.06. To Martha Mitchell for her interest therein, the sum of $12.97. To Annie M. Scott for her interest therein the sum of $12.97.

It is further ordered by the Court that payment of said sums be made to said parties named as entitled thereto, within six months from this date, and that upon such payment being fully made to said several parties, or upon said several sums being secured to said several parties, to their satisfaction, it shall be lawful for said Incorporated Village of Milford Centre Ohio to enter upon and take possession of the premises so appropriated for the purposes for which the same were appropriated and it is further ordered that the said Village of Milford Centre Ohio pay the costs of this proceeding, taxed at $.

Attest: J.D. Bongner, Clerk.

N° 3615

Pleas before his Honor John A Price 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 in the 3rd Subdivision of the Tenth Judicial District, and the State of Ohio, on the 1st day of September A.D. 1862. Heretofore to wit on the 17th day of April 1880. the following Affidavit was filed with the Clerk of said Court which reads as follows:

State of Ohio Union County SS.

Albert Wallace Plaintiff

vs

L.G. Monroe et al

George B. Black

In the court of Common Pleas

Affidavit

The Plaintiff Albert Wallace being first duly sworn says: that he has commenced in the above named Court a civil action against the said defendant to quiet the title to land in said County of Union and that said George B Black is not a resident of the State of Ohio; that his residence is Mason City in the State of Indiana and that service of summons cannot be made upon him in this State and he therefore desires to make service by publication.

Albert M Wallace

Subscribed and sworn to before me by said Albert Wallace this 17th day of April 1880.

John B Coats

Probate Judge.

Afterward on the 17th day of April 1880 the following Petition was filed with the Clerk of said Court which reads in words as follows.

State of Ohio Union County SS.

Albert Wallace et al

Martha J. Wallace. Plaintiff

vs.

L.G. Monroe

Geo. B. Black. Defendant.

No 3615

To The Court of Common Pleas

The Plaintiffs say that on the 22d day of April 1872. the said L.G. Monroe then executed and delivered to Nancy Wallace, Executrix of Samuel Wallace, deceased, his promissory note of that date and thereby promised to pay to said Nancy Wallace as such executrix the sum of Three Hundred and Thirty Three 33/100 Dollars on the First of April 1874. with interest from April 1st 1872.

That to secure the payment of said note the said L.G. Monroe executed and delivered to said Nancy Wallace as such executrix the following Real Estate situate in said County of Union and State of Ohio being the 40 acres in Survey No 3468 known as the Samuel Wallace land lying North of the Levi Monroe land and this day conveyed to said Monroe by said Nancy Wallace by order of Court.

On the 13th of February 1879

x said Mortgage was left with the Regorder of said County for Record, and was by him recorded in Vol 15 Page 40 of the Records of said County

There has been paid on said note the following indorsements viz: January 20th 1877 $11.65; 350 cd. April 5th 1879. No other credits have been made on said note, and there is still due and unpaid upon said note the sum of $

The condition contained in said mortgage here was that if said L G Monroe should well and truly pay said note with the interest thereon, then said mortgage should be void: otherwise to be in full force.

The said lands and tenements were owned by said Samuel Wallace in his life time and were by him sold to said Monroe but no deed had passed, and after the death of said Samuel Wallace, by order of the Court the said Nancy Wallace executed said deed and said L G Monroe executed to her said mortgage as purchase money.

After the execution of said note and mortgage, the said Nancy Wallace who was the mother of these plaintiffs departed this life intestate, leaving these plaintiffs and Isaac Wallace her only heirs who were also the only heirs of said Samuel Wallace. Second, these heirs have bought and are now the owners of entire interest of said Isaac Wallace, and are the only persons interested in said Estate. These Plaintiffs have paid each and all and every indebtedness of both the said Nancy Wallace and Samuel Wallace, and no person whatever has any interest in said estate and these plaintiffs are the owners and holders of said note, and no administrator has been appointed since the death of said Nancy Wallace and none whatever has been necessary by reason of there being no other debts and no credits of said estate.

The said mortgage has become absolute; there is due and unpaid upon said note the sum of $ aforesaid and the condition of the mortgage has thereby become broken.

The Plaintiffs say that one George B Black who lives in Mason City Illinois formerly owned said land but that he conveyed the same to Hiram McCamen by deed of general warranty in fee simple and said McCamen conveyed to one John Davis in fee simple, and the said John Davis conveyed to said Wallace in fee simple but the deed from the said George B. Black to said Hiram McCamen has been lost, or mislaid after the same was executed and delivered and before the same was recorded by reason of which the link in the chain of title to said premises has been broken so far as record evidence of the same is concerned, but the said Samuel Wallace and those through and under whom he claimed owned and held the open

notorious from the said Mon session of those throu held as ab reason of pay said to make little If may be may have on trial a deed of that the also that ordered note and just.

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notorious continuous and adverse possession of said land in fee simple from the year 1852. to the time he sold the same to said Monroe, and said Monroe, has held the same, open notorious continuous adverse possession of said premises ever since and the title from Monroe and those through and under whom he claims as aforesaid has been held as above stated peaceably ever since said year 1852. but by reason of the lost deed as aforesaid the said Monroe refuses to pay said note and the said Geo B. Black though requested refuses to make deed of quit claim to perfect said record evidence of title Therefore the plaintiff asks that said George B Black may be duly notified and required to set forth any reason he may have for not granting said deed of quit claim and upon final hearing that said Black may be required to make a deed of quit claim to supply said lost deed and in default that the decree of this Court operate to restore the same and also that said mortgage may be foreclosed and said premises ordered to be sold, to pay the sum still due upon said note and for all such other relief as may be equitable and just.

Cameron McBenton, Atty for Plaintiff.

State of Ohio Union County ss.

Albert Wallace being duly sworn says the facts stated in the foregoing petition are true, as he verily believes

Albert Wallace

Sworn to before me and signed in my presence, this 17th day of April 1880

A M Winget Clerk.

By Taber Randall Deputy.

Afterward on the 14th day of Sept A.D. 1880 the following Notice was filed with the Clerk of said Court which reads as follows, to "Geo. Black whose residence is supposed to be at Mason City Ill. is notified that Albert Wallace did, on the 17th day of April 1880, file in the office of the Clerk of the Court of Common Pleas within and for the County of Union and State of Ohio, a petition against said George B. Black and others alleging that said Black was formerly the owner of the following described lands to wit: Situate in the County of Union and State of Ohio being 40 acres in Survey No 3468 known as the Samuel Wallace land and lying north of and adjoining L. G. Monroe's land. That said Black sold and conveyed said land by deed of general warranty in fee simple to one Hiram McCurran and that said McCurran sold and conveyed the said land to Samuel Wallace, who was the father of the plaintiff, and that said Samuel Wallace died leaving said land to his heirs, who sold the same to one L. G. Monroe and that said L. G. Monroe executed a mortgage on said lands to the plaintiff which mortgage has not been paid. The petition further sets forth that the

deed from said Black to McCurran has been lost with out record and that said Black refuses to execute a new deed and by reason of the lost deed there is a cloud upon the title to said land and for that reason said Monroe will not pay the money secured by said mortgage The petition states also that said Monroe and those through whom he claims has had the open notorious continued adverse possession of said lands ever since the year A D 1852. The prayer of the petition is that said Black may be required to restore said lost deed or execute a new one to perfect said title, and in default thereof that said petition decision of the Court may operate to quiet said title and for all proper relief. Said Black is required to answer said petition on or before the third Saturday after the 5th day of August 1880.

July 21st 1880. Cameron and Benton
Attys for Plaintiff.

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 July 21st 1880.

J. K. Shearer

Sworn to and subscribed before me this 14 day of Sep 1880
W M Nugent Clerk.

Afterward on the 26th day of Sept 1882 the following entry was made on the Journal by the Clerk of said Court which reads in words as follows.

Albert Wallace
vs.
L G Monroe et al
George B. Black

This day came this cause to be heard upon the petition of the said plaintiff, the answer of said Monroe, and the evidence. On consideration whereof the Court being fully advised in the premises do find from the evidence that said Geo B. Black has been duly notified of the filing and pendency of this petition both by publication in the manner provided by law, and also that he has been personally notified by copy of the paper containing the publication of said notice sent to him through the mail, and that he has had due and legal notice of the pendency of the proceeding for more than the year last past, and that he has neglected to make any defense.

The Court do further find from the evidence that the several statements and allegations in the plaintiffs said petition contained are true. The court further find that said George B. Black did at one time have a deed for said land but that he sold and by deed of general warranty duly executed, acknowledged and delivered and conveyed said land to one Hiram McCurran and that

No 3987

said deed has been lost after its delivery and before the same was recorded.

The Court do further find that the said Samuel Wallace and said John Sarvin have and held the open notorious peaceable continued adverse possession and enjoyment of said premises for more than twenty one years next before he sold the same to said Monroe and that the said Monroe has held the same by possession and enjoyment of said premises ever since.

The court do further find that said George B Black hath no estate or interest in said premises either legal or equitable and that the said Samuel Wallace in his life time and the said L G. Monroe ever since hath had and held the legal and equitable title to said premises and that the said title should be quieted and put at rest.

It is therefore considered ordered and adjudged and decreed by the court that the title to said lands be and the same is hereby ordered to be quieted and put at rest and that the said George B Black be forever and perpetually enjoined from interfering hindering or disturbing the said L G Monroe in the possession and enjoyment of said premises and it is further ordered that a record of this proceedings be made to wit, the last link in the record evidence of title to said lands and that said title be and the same is hereby put at rest.

Thereupon came said L G Monroe and paid to said plaintiff the sum due on said mortgage and said mortgage is duly cancelled by order of this Court. It is further ordered that the plaintiff pay the costs of this proceedings taxed to $.

Attest: J. D. Brayton. Clerk.

Pleas, before the Hon. John A Price 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 in the 3 Subdivision of the Tenth Judicial District and the State of Ohio on the 11th day of September A.D. 1882. Heretofore to wit: on the 11th day of March A.D. 1882 the following petition was filed with the Clerk of said Court, which reads in words as follows;

No 3987

Richard H. White Plaintiff
vs
Elias Johnson and Julia Johnson Defendants

The State of Ohio, Union County s.s.
To the Court of Common Pleas.

The said Richard H. White, plaintiff complaining of the said defendants for that about the year 1863 one Abraham Taylor, late

of said County of Union and seized in fee simple of the following described Real Estate lying & situate in the County of Union and State of Ohio, Part of Survey N° 7009 Beginning at a Buckeye and Hard Beech on the line of Robertson and also South East corner to said tract, thence with said Robertsons line S 72 W 46 poles to a sugar tree and beech; thence S 18 E 16 poles to a beech; thence N 72 E 39 poles to an ironwood and buckeye sapling; thence N 18 W 16 poles to the beginning containing twenty two acres more or less.

The said Abraham Taylor by his will duly probated by the Probate Court of Union County devised said lands to his wife Mary Taylor for life and provided that if she died before his son Aaron was 15 years old the land should not be sold until Aaron was 15 years old, and provided that if his widow and said Aaron both died before said Aaron was 15 years of age, then the said land was not to be sold for twelve years but in any event after the death of his widow the said land was to be equally divided among all his children.

Said Will was duly probated by said Court, and admitted to Record on the 28th day of September 1852 and the said Mary Taylor, widow, elected to take under the said will.

The said Julia Johnson is a daughter of said Abraham Taylor deceased. Said Aaron Taylor and said widow are both still living and said Aaron is long since past 15 years of age. Said Abraham Taylor left the following named children to whom said lands were devised subject to said widows life estate, to wit: John Taylor, S B Taylor, George Taylor, Jeremiah Taylor, Scott Taylor Moses Taylor, Aaron Taylor, sons and Martha Taylor, Clara L. Clemmer, and Julia Johnson daughters.

The plaintiff purchased of said Mary Taylor, her life estate in said premises and has the deed therefor duly recorded, and is the owner of her said life estate; she is still living and is about 59 years of age. The plaintiff has purchased and has deed for, and is the owner of the shares of Moses and Aaron Taylor and of Martha Taylor and Clara L Clem. The said Julia Johnson still owns her own share and the said Elias has purchased has deeds for, and is the owner of the remaining children shares of said estate. The said plaintiff is the owner of the life estate of said Mary Taylor in said premises, and is the owner of the undivided fourtenths (4/10) thereof in fee.

The said Julia Johnson is the owner of the one tenth of said premises subject to said life estate. Said Elias Johnson is the owned of the undivided five tenths of said premises subject to said life estate. Said plaintiff is in possession of said premises and said Elias Johnson and Julia Johnson are tenants in common in remainder with him in said premises. Said plaintiff desires to hold his interest in said premises in severalty. Plaintiff therefore prays that an equitable partition of said lands may be made and that the value of his said interest may be sett off

Summons

Sheriffs Return

Answer

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to him in severalty and that the value of the life estate owned by him may be determined by the Court and awarded him, and that if partition cannot be made to him then that said premise may be ordered sold and the value of plaintiffs interest in money be ordered to be paid to him out of the proceeds of said sale and for all proper relief.

J. L Cameron
Atty for plaintiff.

State of Ohio
Union County ss } Richard H White, plaintiff, being first duly sworn says he believes the statements and allegations in his foregoing petition to be true.

R H White

Sworn to before me by said Richard H White and by him signed in my presence this 11th day of March 1882.

Joseph M Kennedy
Notary Public.

Endorsed: Clerk issue summons for Elias Johnson and Julia Johnson, defendant, returnable according to law. J L Cameron Atty.

Afterwards on the 11th day of March A D 1882 Summons was issued by the Clerk of said Court to the Sheriff of Union County which reads as follows;

Summons

The State of Ohio } To the Sheriff of Union County, Greeting
Union County ss } We command you to notify Elias Johnson and Julia Johnson that they have been sued by Richard H White in the Court of Common Pleas of Union County, and that unless they answer by the 8th day of April A D 1882, the petition of said Richard H White 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 March A D 1882

Witness my hand and seal of said Court, this 11th day of March A D 1882.

J. D. Burgner, Clerk.

Sheriffs Return

The State of Ohio } Received this writ March 11th A D 1882, at
Union County ss } 10 o'clock A M, and pursuant to its command, on the 13th day of March A D 1882 I served the same by leaving a certified Copy thereof with the endorsements thereon, at the usual place of residence of each of the within named defendants, Elias Johnson and Julia Johnson.

Sheriffs fees: Service 45¢; Mileage $1.92; Copy 40¢ Total $2.77
Returned and filed March 15th 1882.

John Hobensack, Sheriff.

Afterward on the 31st day of March A D 1882 the following answer was filed with the Clerk of said Court which reads in words as follows:

Answer

Richard White Pltff } Court of Common Pleas, Union County, Ohio.
vs.
Elias Johnson & Julia Johnson Defts } The defendants answer the pe-

tain of the plaintiff and say that they do not deny the right of the plaintiff to have equitable partition made of said premises. They admit that said Elias Johnson owns five tenths in fee, and the said John Johnson one tenth in fee of said premises which premises are subject to the life estate of said Mary Taylor. The defendants do not deny but that plaintiff is entitled and was the owner of the life estate of said Mary Taylor, but defendants aver that said life estate is now determined and at an end because said Mary Taylor died about the 21st of February 1882. Defendants say that the plaintiff purchased said life estate of said Mary Taylor on or about the 14th of October 1873 and has since that time been in full possession of said premises, and the plaintiff ever since he took possession has been continuously committing waste on the same to the great damage and injury of the defendants. That when plaintiff took possession of said land, a large amount of valuable green and standing timber was on said land, nearly all of which has been cut down, removed off the land, sold and disposed of by the plaintiff. Plaintiff has sold and removed and caused to be removed valuable timber from the land for railroad ties, staves and coopers stuff, ash butts, hickory butts, elm butts, saw logs, lumber, rails, fencing fences, firewood and for other purposes. The plaintiff has been pasturing a large number of horses and cattle on said premises after as well as before the death of said Mary Taylor; so that by reason of said waste on said premises and the injury by said stock and the destruction of the timber, the defendants have been greatly injured in their estate and the land rendered less valuable to the amount of Fifteen Hundred dollars.

Defendants therefore pray that in the equitable partition of this land, or from the money arising from the proceeds of the sale if the same will not bear division they be made whole and get in value of land or money what they would have been entitled to and would have realized from said premises if no waste had been committed thereon by the plaintiff. Defendants ask all relief to which they may be entitled in the premises.

Porter and Porter
Attys for Defts.

State of Ohio Union County ss.

Elias Johnson one of the defendants being duly sworn, makes oath that the facts stated in the foregoing answer are true as he believes.

Elias Johnson.

Sworn to by Elias Johnson before me and signed by him in my presence, this 31st day of March 1882.

J. D. Burgner
Clerk.

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Afterward on the 18th of April A.D 1882 the following Reply was filed with the Clerk of said Court which reads in words as follows.

Richard H. White Plaintiff
vs
Elias Johnson and
Julia Johnson Defts

Reply

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

The said plaintiff for reply to the answer of the defendant says: that he has no knowledge of the death of Mary Taylor; that when the affiant last saw her about six years ago she was alive and well and this plaintiff denies that said Mary Taylor is dead or that his said life estate has been terminated

The plaintiff denies that he has committed any waste on said premises but on the contrary says that when he took possession of said premises the same were badly run down by constant cultivation without rest. That the said soil was impoverished and worn out and that on part of it there was scraggy timber and tangled brush wood. That the fences and buildings were in a bad state of repair. The plaintiff since his possession has sowed grass seed and rested the land. Has sowed clover seed and brought the fields into new life, and a better state of cultivation: has repaired the fencing and building, and has hauled out manure and spread upon the lands and greatly added to the value of the said lands

Plaintiff did remove some timber but the same was for the benefit of the said lands and plaintiff says said lands are of much greater value in the condition they now are than if they had been left in the state they were when plaintiff took possession. Wherefore plaintiff denies that said defendants have been damaged in any sum whatever. Wherefore plaintiff prays that he may have the relief already in his petition.

J. L Cameron Atty for plaintiff

State of Ohio
Union County ss

Richard H White, plaintiff being first duly sworn says the facts stated and the allegations made in his foregoing reply are true as he verily believes.

R H White

Sworn to before me by said Richard H White and by him signed in my presence this 18th day of April 1882.

J. L. Burgner Clerk.

Afterward on the 2d day of October A.D 1882 the following motion was filed with the Clerk of said Court which reads as follows.

Richard H White
vs.
Elias Johnson
Julia Johnson

Motion

State of Ohio, Union County ss.
To the Court of Common Pleas.

The said plaintiff moves the Court for an order to strike out of the defendants answer all that part of the same relative to waste. For cause

of law, motion the plaintiff says that said matter is incomplete and constitutes neither defense counter claim or set off to the facts claimed in the petition. J L Cameron Atty for Plaintiffs

Afterward on the 2d day of October A D 1882. the following Entry was made upon the Journal by the Clerk of said Court which reads as follows.

Entry

Richard K White
vs
Elias Johnson et al
Julia Johnson

This day come the parties by their attorneys and the said plaintiff asked and has leave of the Court to withdraw his reply and to file a motion to strike out all that part of the defendants answer relating to waste and all that part of defendants answer except as to allegations of the death of said Mary Taylor. And thereupon this cause came on to be heard upon said motion to strike out of said answer and was argued by counsel and submitted. On consideration whereof the Court being fully advised in the premises do sustain said motion. It is therefore ordered by the Court that all that part of defendants answer relating to waste be stricken out without prejudice to a new action upon the same as asked in said motion. Porter & Porter Attys for Defts

Writ of Partition

Afterward on the 2d day of October A D 1882 the following Entry was made on the Journal by the Clerk of said Court which reads in the words following.

Entry

Richard K White
vs
Elias Johnson et al

This day came the parties by their Attorneys and this cause came on to be heard upon the petition of the said plaintiff, and answer of the said defendant and the evidence. On consideration whereof the Court being fully advised in the premises do find that the life estate of said plaintiff has heretofore been terminated by the death of said Mary Taylor and that the said plaintiff has a legal estate in and is entitled to the four tenths (4/10) of said premises and that defendant together have a legal estate in and are seized in fee simple of the remaining six tenths (6/10) of said premises. That the said plaintiff is entitled to have partition of said premises and the defendants Elias Johnson and Julia Johnson request that their six tenths of said premises be set off to them in one body without any division as between them and the Court find the said request to be reasonable and no objection being made by the said plaintiff.

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 F. J. Sager, John Hudson and N. T. Fulton, three judicious and disinterested freeholders of the vicinity who are hereby appointed Commissioners for that purpose he cause to be set off and divided to the said plaintiff the full and equal four tenths of said premises and to the said defendants, Elias Johnson and Julia Johnson to be set off, one body to them, the other

Sheriffs Return.

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six tenths of said premises. It is further ordered that if, in the opinion of said commissioners, said premises cannot be divided by metes and bounds without manifest injury to the value thereof they appraise the same at its true value in money. And of his proceedings herein the said Sheriff is ordered to make due return without unnecessary delay.

Porter & Porter Attys for Defts

Afterward on the 2 day of October 1882 the following Writ of Partition was issued to the Sheriff of Union County, by the Clerk of said Court which reads as follows:

Writ of Partition

The State of Ohio } To the Sheriff of said County, greeting.
Union County SS. }

We command you, that without delay, by the oaths of T J Sager John Hudson and W T Fulton 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 3009 beginning at a Buckeye and Water Beech in the line of T Robertson and also North east corner to said tract, thence with said Robertson line S 72° W 76 poles to a Sugar tree and Beech, thence S 18° E. 161 poles to a beech. Thence N 75° 23 E 72 poles to a wormwood and Hickory sapling; thence N 10 30 W 164 poles to the beginning containing Seventy two acres more or less. among the persons named herein and in the following proportions, to-wit; To Richard H White, Four tenth part; to Elias Johnson and Julia Johnson, six tenth part, in pursuance of an order duly made in our Court of Common Pleas, within and for the County of Union on a certain Petition for Partition, wherein the said Richard H White petitioner, and the said Elias Johnson and Julia Johnson are respondents; and that upon proceedings in the premises you distinctly certify, under your hand, to our said Court forthwith.

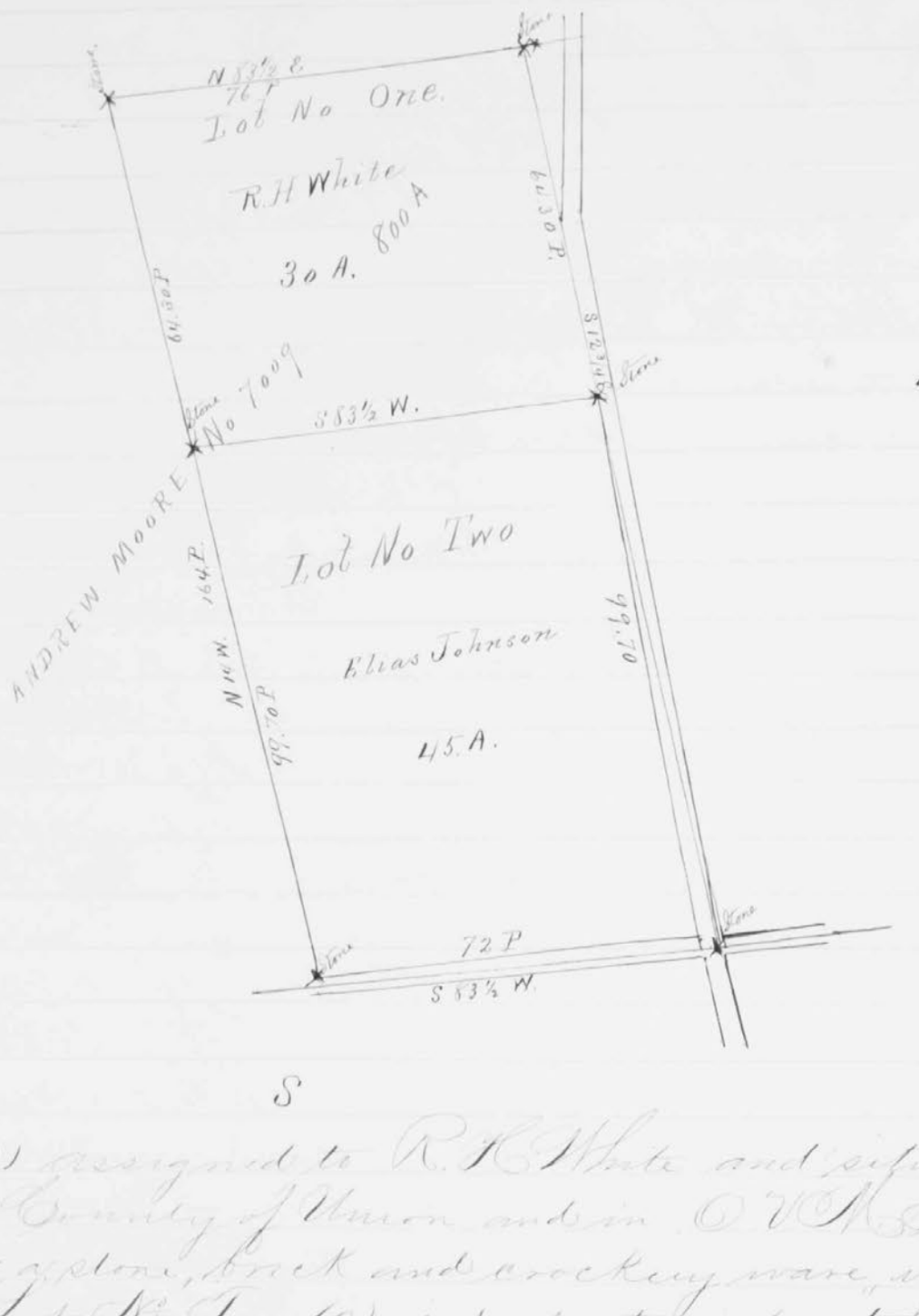
Witness my name and the seal of said Court of Common Pleas, at the Court House in Marysville this 2d day of Oct A D 1882.

J D Burgner Clerk.

Sheriffs Return.

As commanded by the foregoing writ of partition I have executed the same by the oaths of John Hudson, W. T Fulton, T. J. Sager causing said partition to be made, as will appear by the report of the Commissioners, herewith returned. Fees, Service 60¢ mileage $3.60; notifying & swearing Commissioners $1.20; Report of Commissioners $2.00 Commissioners fee $11.00; Given under my hand, this 4th day of October A D 1882.

John Hobensack Sheriff



Commissrs Rep.

Lot N° One (1) assigned to R. H. White and situated in the State of Ohio, County of Union and in O. V. M. Survey N° 7009. Commencing at a stone, brick and crockery ware, at being the North East corner of Lot N° Two (2), set apart in partition to Elias Johnson and Julia Johnson, thence N 14° W. 64.30 poles to a stone; thence N 53½° E. 76 Poles to a stone. thence S 12¾° E. 64.30 poles to a stone brick and glass ware in the west margin of the Stony Point Road, and twenty feet from the centre thereof, it being the North East corner of said Lot N° 2. set apart in Partition to said Elias & Julia Johnson; thence with the North line of said Lot N° 2, S 53½ W. 74.20 poles to the beginning containing Thirty (30) acres of land more or less.

Lot N° Two (2) assigned to Elias and Julia Johnson situated in the State of Ohio, County of Union and O. V. M. Survey N° 7009. Commencing at a stone in the centre of the Stony Point Gravel Road, at the intersection of a County Road with said Gravel Road it being the South East corner of Lot N° 2 set off in Partition to Elias and Julia Johnson, thence with said County Road S. 83½° W. 72 poles to a stone in the Centre of said Road, thence N 14° W. 99.70 poles to a stone at the South West corner of Lot N° One (1) set off in said partition to Richard H. White; thence with the South line of said lot N° 1 N 83½° E. 74.20 poles to a stone Brick and Glassware 20 feet from the centre of said Stony Point Gravel Road, thence S 12¾° E 99.70 poles to the beginning containing Forty Five (45) acres of land, more or less.

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 under-

signed Commissioners after being first duly sworn and upon actual view of the premises, do make partition to the said Richard H White Lot N° One of Thirty Acres; to the said Elias Johnson and Julia Johnson Lot No. Two of forty five acres, and further that a fence near the line between said lots shall be used for the line fence between said lots and shall be placed upon the line and equally divided between the owners of said lots and we do estimate the value of said lands at ($35.00) Thirty Five dollars per acre

Commissioners Fees: John Hudson 1 day $1.00; W. T. Fulton 1 day $1.00 F. J. Sager, 1 day; $1.00 Cost of Survey and division, John Hudson, Chain carrier 50/100; W. T. Guy, chain carrier 50/100; F. J. Sager, 4.00; F. J. Sager and other plat, report, descriptions &c $5.00 $3.00 = 8.00

Given under our hands, this 3d day of October A.D. 1882.

John Hudson
Wm T. Fulton } Commissioners
F. J. Sager

Afterward on the 4th day of October 1882 the following entry was made on the Journal by the Clerk of said Court which reads as follows:

Richard H White
vs.
Elias Johnson et al.

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

It is therefore ordered and decreed that the said parties hold in severalty the parts and premises so set off and assigned to each respectively. And it is further ordered that all the costs of this action including a counsel fee of Fifty two dollars and fifty cents to J L Cameron, Attorney for services herein taxed at $ be paid by the said parties in the following proportions to wit; the said Richard H White the 4/10 thereof and the said Elias Johnson and Julia Johnson the 6/10 thereof and that upon default of said payment executions issue as upon judgments at law.

Porter and Porter Attys for Lefts.

Attest: J L Bourgeur Clerk.

Pleas before His Hon John A. Price 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 in the 3d subdivision of the Tenth Judicial District and the State of Ohio on the 11th day of September A.D. 1882. Heretofore to wit on the 14th day of Nov A.D. 1881 the following Civil Transcript was filed with the Clerk of said Court which reads as follows

L. B. McCall. Plaintiff
vs
John H. Temple

Before Samuel Sherwood Justice of the Peace
Amount claimed $100.00 No 51
Nov 5th 1881

The Plaintiff filed his Bill of Particulars, Bond, and Affidavit, Complaint as follows; The Plaintiff says that on or about the 21st of Octo 1881, he, plaintiff bought of defendant one bay horse, for which he plaintiff paid defendant in currency the sum of One Hundred and Sixty Five dollars, a good sound price, and in good faith that the horse was a sound horse; that the defendant so represented to Plaintiff, by saying the horse was sound; that he would warrant the horse sound. The Plaintiff says that immediately after taking the said horse home he discovered that the horse was stiff and had a bad cough, and was thick winded and of general bad health that he plaintiff tendered the horse to the defendant, and demanded his money, which he refused to do. Plaintiff says in consequence of said fraud and misrepresentation he was damaged in the sum of one hundred dollars for which he asks Judgment.

L. B. McCall.

The same day issued Summons for defendant; to return to be returned Nov 11th 1881 at Nine o'clock, A.M. delivered the same to W. H. Pence, constable. The same day issued Subpenas for plaintiffs witnesses as follows, Samuel Welshimer, George Holt, Washington Davis, T. H. Tallman, Caliph Harriman. Delivered the same to W. H. Pence, constable.

Samuel Sherwood J.P.

Nov 11th 1881. Summons returned indorsed "received this writ Nov 7th 1881 and served the same on the within named person by leaving certified copy at his usual place of residence. Service 25¢; copy 25¢; mileage 20¢; total 70¢.

W. H. Pence Constable.

Nov 11th 1881. Subpenas for Plaintiffs witnesses returned indorsed Nov. 7th 1881. Received this writ and served the same Nov 7th 1881 on Saml Welshimer by copy 5 miles, on George Holt, by copy, miles 4; on Washington Davis by copy, miles 5; on T. H. Tallman by copy, miles two; on Caliph Harriman by copy, miles 2; Mileage 18 miles $1.05 Service on 5 witnesses, 60¢ 5 copies $1.25. Total $2.90

W. H. Pence Constable
Samuel Sherwood J.P.

Nov 11th 1881, Nine o'clock A.M. time for trial; parties present; case

called: the defendant called for an adjournment, on the account of a material witness, consented to by plaintiff, without defendant filing affidavit: case adjourned till Nov 18th 1881, 9 oclock A.M. Jury called by consent of parties as follows: John Foreman, Sen, Aaron Richardson, Vernon Goff, John Jennings, Sen, Boyd Thornton John Harriman. The same day issued Summons for the above named Jurymen. Delivered the same to W.H. Pence Constable, to be returned Nov 18th 1881. Plaintiffs witnesses present as follows, Samuel Welshimer, Geo Holt, Washington Davis, Washington D. Davis

Samuel Sherwood J.P.

Nov 12th 1881 Issued subpenas for Plaintiff witness as follows; Caliph Harriman: delivered the same to W.H Pence Constable to be returned Nov 18th 1881 at 9 oclock A.M.

Samuel Sherwood J.P.

Nov 14th 1881. Issued subpenas for defendants witnesses as follows: John Temple Wm Southwick Melvin Lingrel, Joseph Temple, Chas Toby and William Crumpacker. to be returned Nov 18th 1881 at 9 oclock A.M, delivered the same to W.H Pence, Constable, Samuel Sherwood J.P.

Nov 16th 1881. Summons for Jury returned, endorsed Received this writ Nov 16th 1881. Summons $1.00. 6 copies at 25¢ each = $1.50; mileage 10 miles 65¢. Total $3.15.

W.H Pence Constable

Nov 18th Subpoenas returned for plaintiffs witness as follows.
Nov 17 I received this writ and afterwards I served the same in the manner and time shown in the next list and table. Mileage 2 miles 25¢ Service on one witness 25 cts; one copy 25¢ total 75¢. W.H Pence Constable.

Nov 18th 1881 Subpoenas returned returned for defendants witnesses indorsed, Nov 17th Received this writ and served the same by copy on John Temple, William Southwick; Melvin Lingrel, by copy: Joseph Temple by copy: Charles Toby, by copy William Crumpacker, by copy: Mileage 3½ miles, 40¢ Service on 6 witnesses 75¢. Six copies $1.50; total $2.65. W.H Pence Constable

Samuel Sherwood J.P.

Nov 18th 1881. Issued subpenas for plaintiffs witness T.W. Tallman, to be returned Nov. 1881 at 9 oclock A.M; delivered the same to W.H. Pence, Constable,

Samuel Sherwood, J.P.

Nov 18th 1881 Subpenas returned for plaintiffs witness indorsed, Nov 18th 1881. I received this writ and afterwards I served the same in the manner and at the time shown in the next list and table, served by reading on T.W. Tallman. Mileage 2 miles 25¢; service 25¢, Total 50¢

W.P. Pence, Constable

Samuel Sherwood J.P.

Nov 18th 1881. 9 oclock A.M. The hour for trial having come, parties present; case called; Jurymen all

present except John Foreman Sen. Parties consented to try the case with five Jurymen as follows; Boyd Thornton, John Harriman John Jennings Sen. Vernon Goff. Aaron Richardson. the above named Jurymen sworn as the law directs. Plaintiffs witness present as follows; Simon Helsheimer, Geo Hart Washington Davis, Washington G Davis, T. H. Tallman, Caliph Harriman. all sworn evidence taken. Defendants witnesses called and present and sworn and evidence taken as follows; John Temple William Southwick Melvin Ingrel Joseph Temple, Charley Toby William Crumpacker.

After the Jury hearing the evidence brought in their verdict thus "We the Jury do find for the plaintiff Eighty Two dollars and fifty cents Damages.

Boyd Thornton Foreman.

It is therefore considered by me that Judgement be adjudged against the defendant in favor of the plaintiff for Eighty Two and 50/100 dollars Damage, and for costs of this suit. Cost taxed at Thirty Two and 50/100 dollars ($32 50/100). This 18th day of Nov 1881, the Plaintiff paid the Jury each 50 cents.

Samuel Sherwood J. P.

Bail for Appeal

I George Temple resident of Union County as Bail for Appd in the above cause of L. B. McCall against John H. Temple, hereby undertake to the said L. B. McCall in the sum of Two Hundred and Twenty Nine Dollars, that said appellant shall duly prosecute his appeal to effect without unnecessary delay, and if Judgement be awarded against said appellant I will satisfy said Judgement with interest and costs, and costs that may accrue.

George Temple

Approved by and signed before me this 26th day of November A. D. 1881

Samuel Sherwood Justice of the Peace.

Endorsed"

"State of Ohio, Union County ss. } I hereby certify that the within
Washington Township } is a full and true copy of the proceedings in the above action, had by and before me at my office, in said Township, as the same appears of Record on my Docket. New, page 158
Dec 9th. 1881. Samuel Sherwood, Justice of the Peace.

Afterwards on the 27th of Feb. 1882, the following petition was filed with the Clerk of said Court which reads as follows:

No 3951

L. B. McCall Plaintiff
against
John H. Temple Defendant.

Court of Common Pleas
Union County Ohio.

Petition

Petition

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Petition

The Plaintiff says: that on or about the 21st day of October A.D. 1881 the defendant, being then the owner of a certain horse, to induce plaintiff to purchase said horse agreed, represented and warranted to the plaintiff that said horse was sound, Plaintiff believing & relying upon defendants representation and warranty that said horse was sound, and induced thereby purchased said horse, of defendant, and paid him therefor One Hundred and Sixty five Dollars. Plaintiffs says said horse was not sound as agred, represented and warranted by defendant, but was diseased, windbroken and stiff and of comparatively little value. Plaintiff says as soon as he ascertained said horse was not as defendant had agreed, represented and warranted, he tendered him back to defendant, and asked defendant to refund to plaintiff his money, which defendant then refused and still refuses to do. Plaintiff says that when defendant agreed, represented and warranted said horse to be sound, he well knew said horse was not sound, and well knew of all of the things alleged herein. Plaintiff says by reason of said agreement, representation and warranty and by reason of the unsoundness of said horse, he has sustained damages in the sum of One Hundred Dollars, for which with interest from the 21st day of October A.D. 1881 he asks Judgement, against Defendant.

A. T. Carpenter, Atty for Plff.

The State of Ohio } ss
Union County } A. T. Carpenter being sworn says he is the Attorney for the above named plaintiff in this action and duly authorized. That said plaintiff is a non resident of said Union County and is now absent therefrom. Affiant further says that the facts stated and allegations contained in plaintiffs foregoing petition 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 27th day of February A.D. 1882.

J. D. Bingner, Clerk.
By W. M. Venget Deputy.

Afterward on the 21st day of September 1882 the following Answer was filed with the Clerk of said Court which reads as follows,

Answer

L. B. McCall Plaintiff
vs.
John H. Temple Defendant

} Court of Common Pleas Union County, Ohio.

The defendant now comes and for his answer to the petition of the plaintiff in the above case says: that he admits that on or about the 20th day of October A.D. 1881 he sold to the plaintiff a certain horse for the sum of One Hundred and Sixty Five Dollars. This defendant says that he denies each

and every other allegation contained in the said plaintiffs petition.
D. K. Myers. Atty for Deft

State of Ohio
Union County ss } John H Temple being first duly sworn says the facts stated and allegations made in his foregoing answer are as he believes true.

John H + Temple
mark

Sworn to before me and signed in my presence by John H. Temple. this 21st day of September A.D. 1882.
J. D. Brugner. Clerk.

Petition

Afterward on the 22d day of September 1882. the following Entry was made on the Journal by the Clerk of said Court

Verdict

which reads as follows.

L. B. McCall Plaintiff
vs
John H Temple Deft } This day came the parties by their attorneys, and this cause came on to be tried, and thereupon came a Jury to-wit:

J R Thornton — Sam. M'Fadon — Isaac Cahill
Wilber Degood — Robt Hill — Jno A. Morrow.
Geo Cross — James Cooley — Ham Thompson
Jno E Harriman — T P. Freeman — Ben James.

who, being duly empanneled 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, & discharged by the Court, and after hearing the testimony, arguments of Counsel, and charge of the Court, the said Jurors retired to their room to deliberate upon their verdict, and after due deliberation returned into open Court and presented their verdict in writing in the words and figures following to-wit: "Civil Action Verdict" The State of Ohio. Union County ss. September term A.D 1882 to-wit: Sept 22d A.D 1882. L. B. McCall Plaintiff vs. John H. Temple. Defendant. We the Jury in this case, being duly impanneled and sworn, do find and say that we find for the Plaintiff and assess his damages at $105 50/100, One Hundred and five & 50/100 Dollars.

"Exhibit A" Attached

Isaac Cahill, Foreman.

Afterward on the 30th day of September 1882, the following Entry was made on the Journal by the Clerk of said Court, which ready as follows:

L. B. McCall
vs.
John H. Temple. } The Jury in this action having at a former day of this Court, upon an inquiry of damages for the Plaintiff assessed the same against the defendant, at ($105 50) One Hundred Five & 50/100 dollars: It is therefore considered by the Court that the Plaintiff L. B. McCall recover from the defendant John H. Temple the said sum of One Hundred & five & 50/100 dollars so found due, together with his costs herein expended taxed to $

Attest: J. D. Brugner. Clerk.

Pleas before His Honor John A Price 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 of the 3d Subdivision of the Tenth Judicial District and State of Ohio. on the day of April A.D. 1883 Heretofore, towit; on the 2d day of Oct 1883, the following Petition and Answer in Cognovit was filed with the Clerk of said Court which reads as follows:

Petition

Union County Bank. Pltff
against
Ella Argo & G. H. Argo. Defendants

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

The plaintiff says that it is a co partnership formed for the purpose of doing business within the State of Ohio, and is not incorporated. The Plaintiff says further that the Defendants Ella Argo and G. H. Argo on or about the First day of April A.D. 1882 executed and delivered to S. M. & A.J. Blake their promissory note, of that date together with a Warrant of Attorney, which Promissory Note with indorsement thereon 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 legal owner and holder thereof, and that there is still due it thereon from said defendants the sum of Two Hundred and Forty Four & 97/100 Dollars with Interest at the rate of Eight per centum per annum, from the First day of April, A.D. 1882. Wherefore the said Plaintiff asks Judgment against the said Defendant for the sum of Two Hundred and forty four & 97/100 Dollars with Interest thereon at the rate of Eight per centum per annum, from the First day of April A.D. 1882, and for Costs of Suit.

A H. Beightler. Plaintiffs Attorney.

"Exhibit A" Attached

$244 97/100

Seven months after date, for value received, we Jointly and severally promise to pay S. M. & A J Blake or order, Two Hundred and Forty Four & 97/100 Dollars, with interest at the rate of eight per cent per annum on all unpaid principal and interest, 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 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 Judgement.

Witness our hands and seals at Richwood, Ohio, this 1st day of April 1882

Ella Argo [Seal]
G. H. Argo [Seal]

Endorsed "Pay Union County Bank or order S M. & A J. Blake."

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 the Saton 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 2nd day of February A. D. 1883

J. L. Bugner Clerk.

Answer

The State of Ohio Union County ss. In the Court of Common Pleas.
Union County Bank Plaintiff
against
Ella Argo & G. H. Argo Defendants

Answer. By virtue of the Warrant of Attorney attached to the foregoing petition, I, E. E. Cole 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 Union County Bank, Plaintiff, against said Ella Argo & G. H. Argo, defendants, and waive the issuing and service of process therein, and confess Judgement in favor of the said Union County Bank, against said Ella Argo and G. H. Argo, for the sum of Two Hundred and Sixty One Dollars and thirty 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.

E. E. Cole. Defendants Attorney

Afterward the following Entry was made on the Journal by the Clerk of said Court which reads as follows.

Union County Bank }
vs. } This day came the Plaintiff by A. H. Beightler, its Attorney, and thereupon came
Ella & G. H. Argo. } E. E. Cole, one of the Attorneys of Record of this Court, who by virtue of a Warrant of Attorney duly

& Answer

No 4183.

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executed, and now produced in open Court and duly proven, waived the issuing of service and 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 $261 30/100 It is therefore considered that said plaintiff do recover of said defendants the said sum of $261 30 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: J. D. Berger Clerk.

Be it Remembered before His Honor John A Price, a Judge of a Court of Common Pleas ~~within~~, begun and held at the Court House in the town of Marysville, within and for the County of Union of the 3d Subdivision of the Tenth Judicial District and the State of Ohio on the 8th day of January A. D. 1883. Heretofore to wit on the 9th day of January A. D. 1883, the following Petition was filed with the Clerk of said Court, which reads in the words and figures following.

No 1183. Fullington Phillis Woods Plaintiff
vs
Jasper Bidwell, Howard Bidwell & Addison Bidwell Defendants

Court of Common Pleas
Union County Ohio

Plaintiffs say they are a partnership formed for the purpose of carrying on business in the State of Ohio and under the firm name of Fullington Phillis and Woods and plaintiffs for their first cause of action say.

I. That there is due to them from said Jasper Bidwell Howard Bidwell and Addison Bidwell, defendants on a promissory note made by said defendants, and dated on the 18th day of May A. D. 1881 and which note with a Warrant of Attorney thereto annexed, is hereto attached, the sum of Twenty Four Hundred and Twenty Six Dollars and fifty cents, with interest thereon at 8 per cent from the 9th day of January A. D. 1883.

The Plaintiffs further say that they are the legal owners and holders of said note, and that the same is due and unpaid. There are no indorsements or credits on said note and that there is now due on said note to plaintiffs from said defendants, said sum of Twenty Four Hundred and Twenty Six and 8/100 dollars.

II. Second Cause of Action

Plaintiffs further say that there is due to them from

paid defendant Jasper Bidwell Howard Bidwell and Addison Bidwell on another promissory note made by said defendants and payable to said Fullington Shellis and Woods and dated the 25th day of August A.D. 1881, about note with a warrant of Attorney thereto annexed, and is here to attach a the sum of Twenty Three Hundred and Ninety Five & 23/100 Dollars with interest thereon at 8 per cent. from the 9th day of January A.D. 1883

The Plaintiffs further say that they are the legal owners and holders of said note, and that the same is due and unpaid There are no credits and endorsements on said note, And there is now due on said note to plaintiffs from said defendants, said sum of $2395.23 Wherefore plaintiffs ask Judgment against said defendants for the sum of Forty Eight Hundred and Twenty one & 73/100 dollars with interest at 8 per cent from the 9th day of January A.D. 1883.

Porter & Porter

Attys for Plaintiff.

E K Porter being first duly sworn makes oath that he is one of the Attorneys for the plaintiff in this action That this action is founded upon a written instrument for the payment of money and such instrument is in the possession of such affiant by such Attorney And affiant further makes oath that he believes the facts stated in the foregoing petition are true.

E K Porter.

Sworn to by E K Porter before me, and signed by him in my presence, this 9th day of January A.D. 1883.

J. S. Bligner Clerk.

James Fullington & Chas Shellis surviving partners of the firm of Fullington Shellis & Woods. Plaintiff

Against

Jasper Bidwell Howard Bidwell & Addison Bidwell Defendants

In the Court of Common Pleas Union County Ohio

And now comes Jasper Bidwell, Howard Bidwell and Addison Bidwell, the above named defendants by the undersigned Attorney and waive the issuing and service of process in this case and consent that Judgment be entered therein 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 Forty Eight Hundred & Twenty One & 73/100 Dollars, the amount appearing due for principal and interest on said notes, 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. January 9th A.D. 1883.

R. L. Woodburn Attorney for Defts.

Fullington

Entry

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Fullington Phellis & Woods. vs Jasper Bidwell Addison Bidwell & Howard Bidwell.

Entry

This day came the Plaintiff by Porter and Porter their 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 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 set forth in said Plaintiffs petition, the sum of $4821.73. It is therefore considered that said Plaintiff do recover of said defendant the said sum of $4821.73 so as aforesaid confessed to be due, together with cost of suit herein 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 the right of appeal, and all right to file a petition in error are waived.

Note & Warrant of Attorney Attached

$2153 75/100

Marysville Ohio Aug 25th 1881

One day after date as principal debtors we jointly and severally promise to pay to the order of Fullington Phellis & Woods Twenty One Hundred and Fifty Three 75/100 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 of 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 25th day of Aug 1881

Jasper Bidwell (Seal)
Howard Bidwell (Seal)
Addison Bidwell (Seal)

$2143 00

Marysville Ohio. May 18th 1881

One day after date as principal debtors we jointly and severally promise to pay to the order of Fullington Phellis & Woods, Twenty One Hundred and Forty Three 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 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 cost of suit and release all Error and waive all right of Appeal
in this behalf.
Witness our hands and seals this 18th day of May 1886.

Jasper Bidwell [Seal]
Addison Bidwell [Seal]
Howard Bidwell [Seal]

Attest: J. L. Bumgarner, Clerk.

Be it remembered before His Honor John A. Price 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, of the 3d subdivision of the Fourth Judicial District, and in the State of Ohio, on the 8th day of January A.D. 1883; Be it for remembered on the 9th day of January A.D. 1883 the following Cognovit was filed with the Clerk of said Court, which reads in the words and figures following.

No 4182

James Tullington & Charles Shellis surviving partners of the firm of Tullington Shellis & Woods, Plaintiffs
vs
Howard Bidwell & Addison Bidwell, Defendants

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

Plaintiffs say they are a partnership under the firm name of Tullington Shellis and Woods formed for the purpose of carrying on business in the State of Ohio and plaintiffs say that there is due to them from Howard Bidwell & Addison Bidwell Defendants on a promissory note made by the defendants Howard and Addison Bidwell dated the 29th day of September A.D. 1882 and which note with the warrant of Attorney thereto annexed is hereto attached, the sum of Thirteen Hundred and Thirty eight Dollars and twenty five cents, with interest thereon at eight per cent from the 9th day of January A.D. 1883. The plaintiffs further say that they are the legal owners and holders of said note, that the same is due and unpaid and there is now due on said note to plaintiffs from said defendant said sum of $1338.25. There are no credits on said note Whereupon the plaintiffs ask Judgement against said defendants for the sum of Thirteen Hundred and Thirty Eight dollars and twenty five cents, with interest at eight per from the 9th of January A.D. 1883.

Porter and Porter Attys for Pl'ffs

The State of Ohio, Union County ss } E. W. Porter being sworn makes oath that he is one of the Attornies for the above named plaintiffs; being duly sworn, says that he believes the statements in the foregoing petition to be true. He further says that the

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said petition is founded upon a written instrument for the payment of money only and such instrument is in possession of affiant as such Attorney.

E W Porter

Subscribed by E W Porter in my presence, and sworn to by him before me, this 9th day of January A D 1883.

J J Burgner Clerk,

$1308 60/100

Marysville Ohio Sept 29th 1882

Three months after date, we principal debtors, we Jointly and severally promise to pay to the order of Fullington Phillis and Woods, Thirteen Hundred and Eight & 60/100 Dollars for value received with Interest at 8 per cent 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 29th day of Sept 1882.

Howard Bidwell Seal

Addison Bidwell Seal

James Fullington & Chas Phillis surviving partners of the firm of Fullington Phillis & Woods Pl'ffs

vs

Howard Bidwell & Addison Bidwell Defendants

In Court of Common Pleas Union County SS.

And now come Howard Bidwell and Addison Bidwell the above named defendants by the undersigned 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 Thirteen Hundred and Thirty Eight Dollars and Twenty 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 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.

January 9th 1883.

R L Woodburn

Attorney for Def't

Entry. James Pullington & Charles Shellis surviving partners of the firm of Pullington Shellis & Woods.
vs.
Howard Bidwell
Addison Bidwell

This day came the plaintiffs by Porter and Porter their Attorneys and thereupon came R. J. Woodburn one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney confesses that there is due from said defendant to said plaintiffs as is alleged in said Plaintiffs petition the sum of $1338.25 It is therefore considered that said plaintiff do recover of said defendant the said sum of $1338.25 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and such 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: J. L. Bongner. Clerk.

Pleas before his Honor John C. Price 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 of the 3rd Subdivision of the Fourth Judicial District and in the State of Ohio on the 8th day of January A.D. 1883 (on the 25th day of January A.D. 1883) the following Petition and Answer in Cognovit with Note Attached was filed with the Clerk of of Said Court which reads in the words and figures following, Viz:

No 4194 Petition

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

Bank of Richwood vs L. G. Monroe

And now Comes The Plaintiff & Say that they are a Partnership formed for the purpose of carrying on the Business of Banking in the State of Ohio & that the name of Said is Bank of Richwood That there is due to them from L. G. Monroe the Defendant on a promisary note made by the Defendant L. G. Monroe to Said Plaintiff dated the 25th day of June A.D. 1881. Which note with the Warrant of Attorney thereto attached the Sum of Three Hundred & Fifty Four Dollars and Thirty-three Cents with interest thereon at 8% from the 24th day of January A.D. 1883. 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 judgement against said Defendant for the sum of Three Hundred and Fifty four Dollars and Thirty three Cents with interest at Eight

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per cent per annum from the 24th day of January A.D. 1883.
D.D. Gardner Atty for Pltff.

The State of Ohio }
Union County ss. } D. D. Gardner 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 Promisary note for the payment of money only which is in his possession & which is here to attached.
D. D. Gardner
Subscribed by D.D. Gardner in my Presence and Sworn to by him before me this 25th day of January A.D. 1883.
J.L. Burgess Clerk

$400 One year after date for Value received, We jointly and severally promise to pay the Bank of Richwood at their Office Four Hundred 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 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 becoms 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 one Said Attorney is hereby authorized to Enter such release in Said judgement.
Witness our Hands and Seal
This 25th day of June 1881.
Bank of Richwood
L.G. Monroe
L.G. Monroe Seal

4194
Petition
In Court of Common Pleas.
Union County ss.
And now Comes
Answer
L.G. Monroe The above named Defendant by the Undersigned his Attorney and waive the issuing and service of process in this Case and Consent that Judgement be Entered herein in favour of the above named Plaintiffs the holder of the note described in plaintiffs petition and against the above named Defendant for the Sum of Three Hundred & Fifty Four Dollars and Thirty three 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 the judgement in this Case is hereby waived.
And 25th A.D. 1883
J.L. Cammeron Atty for Defts.

Mongy — Bank of Richwood vs. L. G. Monroe } Of Record on the 25th day of January the following Entry
Entry — was made on the Journal of the Clerk of said Court
Which reads as follows.

This day Came the Plaintiff by D. D. Gardner Their Attorney and thereupon Came L. 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 Prayed 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 $334.33 It is therefore Considered that said Plaintiff do recover of said Defendant the said Sum of $334.33/100 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: J. L. Bingham, Clerk.

Pleas Before the Honor John C. Price 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 of the 3rd Subdivision of the Tenth Judicial District and in the State of Ohio on the 8th day of January A.D. 1883. on the 25th day of January 1883 The following Petition and answer in Cognovit Note attached was filed With the Clerk of said Court Which reads in the Words and Figures following Viz:

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

No 1192. Bank of Richwood vs. L. G. Monroe. } Civil action for Money only.

Petition — The plaintiff say That they are a Partnership formed for the purpose of carying on the business of Banking in the State of Ohio & That the joint name is Bank of Richwood That there is due to them from L. G. Monroe the Defendant on a Promisary Note made by the Defendant L. G. Monroe to said Plaintiff Dated The 31st day of May A.D. 1882 Which Note with the warrant of Attorney thereto annexed is hereto attached. the Sum of Two Hundred Dollars With interest thereon at 8% from the 1st day of July A.D. 1882 The Plaintiffs further say That They are the legal owners and holders of said Note That the Same is due and Unpaid and there are no Credits Thereon. Wherupon The Plaintiffs ask judgement against said Defendant for the Sum of Two Hundred 10/100 Dollars With interest at Eight per cent from the 1st day of July A.D. 1882.

D. D. Gardner Atty for Plffs

Subscribed by D. D. Gardner in My Presence and

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Sworn to by me before me this 23rd day of January A.D. 1883.
Josh L Bingner Clerk

$200. Thirty days after date for Value received we jointly and severally promise to pay the Bank of Richwood at their office Two Hundred 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 5 percent 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 Interests and costs and Suit. Said Judgement to draw the rate of interest Specified in note after Probation 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 in said Judgement.
Witness our Hands and Seals
This 31st day of May 1882. } L. G. Monroe Seal

1192. Bank of Richwood } In Court of Common Pleas
vs. } Union County ss.
L G Monroe

Answer. And Now Come L. G. Monroe the above named defendant by the Undersigned his 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 Defendant for the Sum of Two Hundred Nine Dollars and Ten 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 in this action and all Errors are hereby released and Defendant right to appeal the judgement in this Case is Freely Waived.
January 23rd A.D. 1883 J. K. Cameron Atty for Defd.

Bank of Richwood
vs
L. G. Monroe.

Afterward on the 23rd day of January 1883 the following Entry was filed by the Clerk of Said Court Which reads as follows.
This day came the Plaintiffs by D. D. Garaner their Attorney and thereupon Came J. K. 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 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 Plaintiffs as is alleged in Said plaintiffs
petition the Sum of $209 10/100. It is therefore Considered that Said
plaintiff do recover of Said Defendant the Said Sum of $209 10/100
Do 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 rights of
appeal and all right to file a petition in Error are Waived.

Attest. J. D. Borgner, Clerk.

Pleas Before His Honor John C. Price 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 of the 3rd
Subdivision of the Tenth Judicial District and in the State
of Ohio on the 5th day of January 1883 on the 2nd day of February
1883. The following Petition and answer in Cognovit with Note
Attached Was filed with the Clerk of Said Court Which
reads in the words and Figures following Viz:

4204 The State of Ohio } In the Court of Common Pleas.
Union County ss. }

Petition Union County Bank Plaintiff
vs
C. J. Monroe and L. G. Monroe Defendants. }

The plaintiff Says that it is a Copartnership formed for the purpose of doing business within the State of Ohio and is not incorporated. Plaintiff Says further that the Defendants, C. J. Monroe and L. G. Monroe on or about the fifth day of August A.D. 1881 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 here to 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 it thereon from Said Defendants the Sum of One Hundred Dollars with Interest at the rate of Eight per centum per annum from the fifth day of September A.D. 1881 Wherefore the Said plaintiff ask Judgement against the Said Defendants for the Sum of One Hundred Dollars with Interest thereon at the rate of Eight per centum per annum from the fifth day of September A.D. 1881 and for Costs of Suit. H. H. Leighter atty for Plff.

The State of Ohio } H. H. Leighter.
Union County ss. }
Being duly Sworn Says that he is the Attorney of record

4204 answer.

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Sworn to
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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 2nd day of February A.D. 1883.

L.V. Bonner Clerk

(Exhibit "A")

$100.00 Thirty Days after date for value received we jointly and severally promise to pay Union County Bank or order One Hundred 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 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 on Said note with all interest and costs of Suit; Said judgment Taken against us or either of us in favor of the payee. To draw the rate of interest Specified in note after 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 occur in the condition 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 Ohio
This 3rd day of August 1881.

C.J. Monroe Seal
L.G. Monroe Seal

The State of Ohio }
Union County SS. }

4204 Union County Bank.
vs.
answer. C.J. Monroe &
L.G. Monroe.

In the Court of Common Pleas.

By virtue of the Warrant of Attorney attached to the foregoing Petition I C.C. Cole an Attorney at Law in the Several Courts of Record in the State of Ohio hereby Enter our appearance for the said Defendants at the Suit of Union Country Bank. Plaintiff against said C.J. Monroe and L.G. Monroe Defendants, and waive the Issuing and Service of process therein and Confess a judgement in favor of the said Union County Bank against said C.J. Monroe & L.G. Monroe for the Sum of One Hundred and Eleven 13/100 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

C.C. Cole Atty for Defts.

Afterward on the 2nd day of February A.D. 1883 the following Entry was made on the Journal of said by the Clerk of said Court which reads in the words and figures following To wit:

1173	Union County Bank }	
	vs.	
Entry.	C. J. Monroe & }	
	L. G. Monroe. }	This day came the plaintiff by A. H. Brightler.

Its Attorney and thereupon Under E. Edwards 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 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 Plaintiff's Petition the Sum of $ 111 33/100 it is Therefore Considered That Said Plaintiff do recover of Said Defendants the Said Sum of $111 33/100 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 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, J. D. Borgner, Clerk.

Thus Be it Remembered that on this 25th day of January A.D. 1883 the Same being one of the Regular Days of the January Term of Said Court, to wit, the January Term thereof A.D. 1883 Before his Honor John C. Rice Judge of the Court of Common Pleas within and for the County of Union of the 3rd Subdivision of the Tenth Judicial District and in the State of Ohio, the following proceedings were had in said Court, to wit:

1173 The State of Ohio } In the Court of Common Pleas.
Union County ss. }

Petition. Bank of Richwood
vs.
C. J. Monroe and
L. G. Monroe.

The plaintiff Say that they are a Partnership formed under the laws of Ohio for the purpose of carrying on the business of Banking & that the firm name is Bank of Richwood that there is due to them from C. J. Monroe and L. G. Monroe the Defendants on a promissary Note Made by the Defendants to said Plaintiff Dated the 1st day of May A.D. 1882 which note with the Warrant of Attorney thereto annexed is here to attached the Sum of Seven Hundred and Eighty four Dollars with interest thereon at 8% from the 20th day of September A.D. 1882. the Plaintiffs further Say that they are the legal owners and holders of Said note that the Same is due and unpaid and that no payments have been made thereon. Whereupon the Plaintiffs ask Judgment against Said Defendants for the Sum of Seven Hundred and Eighty four Dollars with interest at Eight per cent per

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Subscribed
See Note at Bottom * This 25th day
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Amended Journ the 20th day of September A.D. 1883

D. D. Gardner Atty for Pltfs

The State of Ohio
Union County ss. } S. J. Gardner being duly Sworn Says That he is the Attorney of the above named plaintiffs that he believes the Statement in the foregoing petition to be True. He further Says that this action is brought upon a promisary note for the payment of money only which note & warrant of Attorney is in his possession & herewith attached

S. J. Gardner

Subscribed by D. D. Gardner in my presence and Sworn to by him before me this 25th day of January A.D. 1883.

J. L. Burgner Clerk

See Note at Bottom *

4193. Bank of Richwood
vs.
C. J. Monroe and
L. G. Monroe

In Court of Common Pleas
Union County O.

Answer. C. J. Monroe and L. G. Monroe 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 in the same manner against Defendants for Costs of this action and all Errors are hereby released and Defendants right to appeal the judgement in this Case is hereby Waived.

January 25th A.D. 1883

L. L. Cameron Atty for Defts

Afterward on the 25th day of January A.D. 1883 The following Entry was made on the Journal by the Clerk of said Court which reads as Follows to Wit:

4193 Bank of Richwood
vs.
Entry. C. J. Monroe and
L. G. Monroe

This day Come the Plaintiffs by D. D. Gardner their Attorney and Thereupon Came J. L. Cameron one of the Attorneys of record of this Court who by Virtue of a Warrant of Attorney duly Executed and now produced in open Court and duly proven Waived the issuing and Service of process and entered appearance of said 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 $805.72/100 It is therefore Considered That 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. J. L. Burgner. Clerk.

* $784) On September 20th 82. after date for Value received We jointly and Severally promise to pay the Bank of Richwood at their office Seven Hundred & Eighty four 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 8 per cent

Attorney for Colored, 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 our Said Attorney is hereby authorized to Enter such release in Said Judgement.

Witness Our hands and Seals C. J. Monroe Seal
this 1st day of May 1882 L. G. Monroe seal

Attest J. L. Bergener Clerk.

Pleas Before his Honor John C Price 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, of the 3rd Subdivision of the Tenth Judicial District and in the State of Ohio on the 5th day of January A.D. 1883 on the 30th day of January 1883. The following Petition and answer in Longworth With Note attached was filed with the Clerk of Said Court Which reads in the Words and Figures following Viz.

1197 The State of Ohio } In the Court of Common Pleas.
Union County SS. }

The Peoples Bank of Marysville Ohio }
Petition vs. }
J. W. Gaston & Wright Harriman. } The plaintiff Says that it is a Copartnership Formed for the purpose of doing business within the State of Ohio and not incorporated and the above named plaintiff further Says That There is due to it from J. W. Gaston and Wright Harriman the above named Defendants on a promisary note made by the Defendants J. W. Gaston and Wright Harriman dated the 11th day of April A.D. 1882 a Copy of Which note with the warrant of Attorney thereto annexed is here to Attached the Sum of One Hundred Dollars with interest thereon @ 8% from the 11th day of July A.D. 1882 The plaintiff further Says that it is 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 Dollars With Interest @ 8% from the 10th day of July A.D. 1882.

O. T. Carpenter atty for Pltffs.

The State of Ohio }
Union County SS. } O. T. Carpenter being Sworn Says that he is the Attorney of the above named plaintiff duly authorized herein that this the plaintiffs action is founded upon a written instrument for the payment of Money only Which is now in the hands possession of affiant. Official further Says that he Verily believes the Statement in the foregoing Petition to be True O. T. Carpenter
Subscribed by O. T. Carpenter in my Presence and Sworn

To by [illegible]

$100 Ninety pay to the Hundred the demand for Us or Of Record process and Holder on per Cent Together Right of Witness

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Answer J. W. J. W. G. By the Service entered the note Defendan Forty for interest Entered action and to the served on January Attorney was Mon in the Pro The Peo Vs. J. W. Gaston Attorney Court Who =ncrd in of Process of the Sai Defendan of $114 44 with Co Us Co And by

1179 Entry

To My Hand Before me This 30th day of January A.D. 1883

$100.00 Marysville Ohio April 10th 1882.

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 & Foo 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 10th day of April 1882.

J. W. Gaston (Seal)
Wright Harriman (Seal)

A197 The Peoples Bank of Marysville Ohio
vs
Answer J. W. Gaston and Wright Harriman.

In the Court of Common Pleas
Union County O.

And now Come J. W. Gaston and Wright Harriman The above named Defendants By the Undersigned W. T. Hoops 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 holders of the note described in Plaintiffs Petition and against the above named Defendants for the Sum of One Hundred & four Dollars and Forty four 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

January 30th A.D. 1883 W. T. Hoops Atty for Defts.

Afterward on the 30th day of January A.D. 1883 The Following Entry was made on the Journal by the Clerk of said Court to wit in the words and figures following To wit:

4179 The Peoples Bank.
Entry vs.
J. W. Gaston and Wright Harriman.

This day Came the Plaintiff by A. J. Carpenter Attorney and thereupon Came W. T. Hoops 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 Defendant to said Plaintiff as is alleged in said plaintiffs petition the sum of $114⁴⁴/₁₀₀ it is therefore Confessed that Said 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. J. D. Bongner, Clerk.

Pleas Before his Honor John A. Price 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 of the 3rd Subdivision of the Tenth Judicial District and in the State of Ohio on the 8th day of January A.D. 1883 The following Petition and answer in Cognovit with note attached, was Filed with the Clerk of Said Court which reads in the Words and Figures Following Viz:

4191 The State of Ohio }
Union County ss. } In the Court of Common Pleas.

Petition The Aultz Manufacturing Company }
vs. }
John Smith }

The Aultz Manufacturing Company a Corporation organized Under the Laws of Ohio the above named plaintiff say that there is due to it from John Smith Defendant on a promisary note Made by the Defendant John Smith to Said Plaintiff Dated the 9th day of November A.D. 1882. Which note with the warrant of Attorney thereto annexed is hereto attached the Sum of Three Hundred and Forty Two Dollars and Forty Cents with interest thereon at 8% from the 8th day of January A.D. 1883 The Plaintiff further say that it is the Legal owner and holder of Said note that the Same is due and Unpaid Wherefore the Plaintiff ask judgement against Said Defendant for the Sum of Three Hundred & Forty two Dollars and Forty Cents with interest at 8% from the 20th day of January A.D. 1883 D.B. Gardner Atty for Plff.

The State of Ohio }
Union County ss. } D. B. Gardner Attorney of 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 upon a Promissory note for the payment of Money only which is in his possession.

D. B. Gardner.

Subscribed by D. B. Gardner in my presence and Sworn to by him before me this 20th day of June A.D. 1883.

J. R. Bongner Clerk

$367.00 December 1st 1882 after date for Value received We jointly and severally promise to pay The Aultz Manufacturing Company or order at Bank of Richwood Richwood Ohio. Three Hundred and Sixty seven Dollars with interest at 8 per cent per annum from Date payable annually 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

4191 Answer

4191 Entry.

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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 proper legal holder indorsee or assignee hereof and release all Errors which may occure 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 on Said Judgment.

Witness our hand and Seal this 9th day of November 1882.

John Smith

P.O. Richwood Ohio

Dec December 4 1883.

4191 The Huber Manufacturing Company. } In Court of Common Pleas
vs. Union County SS.
Answer John Smith. And now Come John Smith The above named Defendant 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 Plaintiffs petition and against the above named Defendant for the Sum $342.00 Dollars and 40 cents the Amount appearing due for principal and interest on Said note and also Consent that that Judgement be entered in the Same manner against Defendant for Costs of this action and all Errors are hereby released and Defendant's right to appeal the Judgement in this Case is hereby waived.

January 2nd A.D. 1883. John M. Broderick Atty for Dft.

4191 The Huber Manufacturing Company. }
vs.
Entry. John Smith. }

This day Came the Plaintiff by J.D. Gardner 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 sworn waived the issuing and Service of process and Entered appearance of said Defendant herein and by Virtue of 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 $342.40/100 It is therefore Considered that said Plaintiff do recover of said Defendant the said sum of $342.40 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% 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: J.D. Borgwin, Clerk.

Pleas before his Honor John A. Price 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 of the 3rd Subdivision of the Tenth Judicial
District and in the State of Ohio on the 5th day of January A.D. 1883.
On the 27th day of January 1883 The following Petition and answer
in Cognovit with said attached was filed with the Clerk of said
Court Which reads in the words and figures as follows Viz:

No 4196 The State of Ohio } In the Court of Common Pleas
Union County ss: }
Goodman and Thornhill. }
vs. }
Petition C.J. Monroe and L.G. Monroe. }

The Plaintiff Say: They are a Partnership formed for the purpose of Carrying on business in the State of Ohio and that their firm name is Goodman & Thornhill That the Defendants C.J. Monroe and L.G. Monroe on or about the 26th day of November A.D. 1879 Executed and delivered to the said plaintiffs their promissary Note of that date together with a Warrant of Attorney which promissary Note and Warrant of Attorney are herto attached Marked Exhibit "A." and made a part of this petition. Said Plaintiffs further say that said promissary Note is due and unpaid 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 & Sixty $^{01}/_{100}$ Dollars with Interest at the rate of Eight per Centum per annum from the 27th day of November A.D. 1879. Therefore the plaintiff ask judgement against said Defendants for the sum of One Hundred and Sixty Dollars and one Cent with Interest thereon at the rate of Eight per Centum per annum from the 27th day of November A.D. 1879 and for Costs of Suit.

D.D. Gardner Attys for Plff.

The State of Ohio }
Union County ss. } D.D. Gardner Being duly sworn says that he is the Attorney of record of said plaintiffs 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.

D.D. Gardner.

Sworn to by said D.D. Gardner before me and by him Subscribed in my presence this 27th day of January A.D. 1883.

J.D. Berger Clerk

$160 $^{01}/_{100}$ Exhibit "A"

One day after date for Value received we jointly and severally promise to pay Goodman & Thornhill or order one Hundred Sixty and $^{01}/_{100}$ 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 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

4196 Answer

4196 Entry

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 interests and costs of Suit said judgement to draw the rate of interest 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 occur in the rendition of said judgement and all right to sue out any writ of Error and from said Attorney is hereby authorized to Enter Such release in said Judgement.

Witness our hands and Seals at Richwood Ohio This 26th day of November 1879.

C. J. Monroe Seal
F. G. Monroe Seal

4196 The State of Ohio } In the Court of Common Pleas.
Union County ss. }
Godman and Thornhill.
Answer vs.
C. J. Monroe et al F. G. Monroe } By Virtue of the Warrant of
Foregoing Petition } Attorney attached to the
In the Several Courts of Record in the State of Ohio hereby
Enter an appearance for the said Defendants at the Suit of
Godman and Thornhill Plaintiffs against said C. J. Monroe
and F. G. Monroe Defendants and Waive the Issuing and
Service of Process thereon and Confesses a Judgement in favor
of the said Godman and Thornhill against said C. J. Monroe
and F. G. Monroe for the Sum of Two Hundred Dollars and
Fifty Four Cents Damages being the amount appearing due for
Principal and Interest on said Promissory Note Same also
for Costs of Suit and We do hereby release all Errors and
Waive all right of appeal.

J. W. Robinson Atty for Defts.

Afterward on the 29th day of January A.D. 1880 The following
Entry was made on the Journal By the Clerk of said Court Viz Wish
to Wit as follows To Wit

4196 Entry

Godman and Thornhill
vs.
C. J. Monroe and F. G. Monroe.

This day came the Plaintiffs by D. D. Gardner their 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
sworn waived the issuing and Service of Process and Entered
Appearance of said Defendants herein and by Virtue of 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 $200 54/100 It is therefore considered that Plaintiffs do
recover of said Defendants the said Sum of $200 54/100 so
as aforesaid confessed to be due together with Costs of Suit

Attorn 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 J. L. Bargaret, Clerk.

Be it Remembered That Before the Honorable John C. Rice Judge of the Court of Common Pleas Begun and held at the Court House in the Town of Bransville in and for the County of Perry of the 3rd Subdivision of the Tenth Judicial District and in the State of Ohio on the 8th day of January A.D. 1883 on the 9th day of January 1883 the following Petition and Answer in Cognovit with Note attached Were Filed with the Clerk of Said Court Which Petition and Answer in words and figures Following To Wit:

No 4181 The State of Ohio } In the Court of Common Pleas.
Perry County ss }
Fillmore Fullington & Charles Phillis
Surviving Partners of the firm of
Fullington Phillis & Woods Plaintiffs
Petition vs
Jasper Bidwell, Howard Bidwell
John Bidwell & Celestia Bidwell Defendants.

Formed for the purpose of Carrying on Business in the State of Ohio and Under the Firm Name of Fullington Phillis & Woods & the above named Plaintiffs Say that there is due to them from Jasper Bidwell Howard Bidwell John Bidwell & Celestia Bidwell Defendants on a Promissory Note Made by the Defendants aforesaid Dated the 25th day of March A.D. 1881 and Which Note with the Warrant of Attorney thereto annexed is hereto attached the Sum of Seven Thousand & Thirty Eight Dollars and Ninety one Cents with Interest thereon at 8 per Cent from the 9th day of January A.D. 1883 the Plaintiffs further Say that they are the Legal Owners and holders of Said Note that the Same is due and Unpaid There is Credited on Said Note July 29th 1882 $672.74 — Aug 11th 1882 $1917 — Oct. 13th 1882 $700 — & Nov 20th 1882 $1000 Whereupon the plaintiffs ask Judgement against Said Defendants for the Sum of Seven Thousand & Ninety Eight Dollars and Ninety one Cents with interests at 8 per Cent from the 9th day of January A.D. 1883

Poster & Poster Attys for Pltffs

The State of Ohio }
Perry County ss } E. W. Poster being duly Sworn makes oath that he is one of the attorneys for 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 Petition is founded upon a Written instrument for the Payment of Money & Such instrument is in Possession of affiant as Such attorney

E. W. Poster.

4181 Fullington
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Plaintiff

Subscribed by E.W. Porter in my presence and Sworn to by him before me this 9th day of January A.D. 1883

R.L. Baumer Clerk

$10,000.00 Marysville Ohio March 25th 1881.

Six Months after date we principal debtors are jointly and Severally promise to pay to the order of Dillington Phillis & Woods Ten Thousand Dollars for Value received With 8% 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 25th day of March 1881.

Jasper Bidwell (Seal)
Howard Bidwell, (Seal)
John Bidwell, (Seal)
Addison Bidwell, (Seal)

4181 Answer

Dillington Phillis & Woods, Plaintiffs
Vs.
Jasper Bidwell, Howard Bidwell
John Bidwell & Addison Bidwell Defendants.

In Court of Common Pleas.
Lenawee County Ss.
One Mon Come

The above named Defendants by the Undersigned 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 $7038 91 Dollars and Costs 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

R.L. Woodburn Atty for Defts.

4181 Entry.

January 9th A.D. 1883

Dillington Phillis & Woods
Vs.
Jasper Bidwell Howard Bidwell
John Bidwell & Addison Bidwell.

This day Came the Plaintiffs by Porter & Porter their 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 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 $7038.91 It is therefore Considered that Said Plaintiff do recover of Said Defendant the Said Sum of $7038.91

Due 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: J. D. Burgner, Clerk.

Pleas Before His Honor John A. Price Judge of a Court of Common Pleas holden and held in the Court House in the Town of Marysville in and for the County of Union of the 3rd Subdivision of the Tenth Judicial District and for the State of Ohio on the 8th day of January A.D. 1883. on the 1st day of February 1883. the following Petition and Answer in Assumpsit with Note attached was filed with the Clerk of said Court which reads in Words and Figures following To Wit:

4201 The State of Ohio } In the Court of Common Pleas
Union County ss. }
Alfred G. Wilcox Executor
of Last Will of W. W. Woods Deceased
Vs.
Petition David Miller } The said Alfred G. Wilcox Says

That on the day of 1882 he was duly appointed and qualified as Executor of the last Will and Testament of W. W. Woods deceased by the Probate Court of said County The above named Plaintiff Says that there is due to him as such Executor from David Miller Defendant on a promissory note made by the Defendant David Miller dated the 27th day of January A.D. 1883 a Copy of which note with the Warrant of Attorney thereto annexed is hereto attached the Sum of One Hundred and fifty three Dollars and ninety one Cents with interest thereon @ 8% per annum from the 27th day of January A.D. 1882 The plaintiff further Say that he as such Executor is the legal Owner and Holder of said note that the same is due and unpaid Wherefore the Plaintiff ask Judgement against said Defendant for the Sum of One Hundred and fifty three Dollars and ninety one Cents with interest @ 8% per annum from the 27th day of January A.D. 1883 O. C. Cole Attorney for Plff's.

The State of Ohio }
Union County ss. } E. C. Cole being Sworn says that he is the attorney of the above named plaintiff duly authorized herein 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 being duly Sworn Says that he believes the Statement in the foregoing Petition to be true

E. C. Cole

Subscribed by E. C. Cole in my presence and Sworn to by him before me this 1st day of February A.D. 1883

R. Burgner Clerk

4201 Answer

Entry

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Attorney
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Defendant

Due---- Marysville Ohio January 27th 1852.

Thirty days after date for Value received I promise to pay Dollars and Cents or order one Hundred and fifty Three and 90 Dollars with Eight per Cent interest from date until paid and I hereby dispense with demand of Payment protest and notice of non payment of this note and authorize any Attorney at Law to appear for us or either of us at any time after the same shall become due in any Court of record in the State of Ohio or Elsewhere and waiving the issuing & Service of process and confess judgment against us or either of us in favor of the holder or holders of this note for the amount of said note and interest in the same at the rate of Eight per Cent per Annum after the same shall become due together with costs of Suit and release all Errors and Writs of Errors and waive the Stay of Execution and all rights of appeal in this behalf.

Witness My Hand and Seal This
27th day of January 1852.
$ 153 90/100.

David Miller [Seal]

4201 Alfred G. Wilcox Executor of last Will of W.W. Woods Deceased. } In Court of Common Pleas,
vs. Union County Ohio. ss.
Answer David Miller

And now comes David Miller the above named Defendant by the Undersigned S.B. Fulton 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 Sixty Six Dollars and Twenty two 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 thereby 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.

S.B. Fulton, Atty for Dft.

Feby 1st A.D. 1853

Afterward on the 1st day of February A.D. 1853 the following Entry was made on the Journal by the Clerk of said Court Which reads as follows To wit:

4201 Alfred G. Wilcox Executor of last Will of W.W. Woods Deceased } In Court of Common Pleas.
vs.
Entry David Miller

This day Came the Plaintiff by Ebole Attorney and Thereupon Came S.B. Fulton 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 $166 22/100. It is therefore Considered that said Plaintiff do recover of said Defendant the said Sum of $166 22/100 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. J. D. Bourgeard Clerk.

Be it remembered that on this 3rd day of January A.D. 1883 before his Honor John C. Price 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 of the 3rd Subdivision of the Tenth Judicial District Court in the State of Ohio on the 5th day of January A.D. 1883 on the 5th day of March 1883 the following Petition and Answer in Cognovit with Note attached was filed with the Clerk of said Court which reads in Word and figures following Viz:

No 4214 The State of Ohio } In the Court of Common Pleas,
Union County ss.

W. F. Wilcox Surviving Partner of William F. Wilcox and William W. Woods, a Firm doing Business Under the name of W. F. Wilcox & Co.,

vs.

petition C. J. Haines. } William F. Wilcox Says that he is the Surviving partner of the Firm of W. F. Wilcox & Co the above named Plaintiff & Says that there is due to plaintiff from C. J. Haines Defendant on a promissary note made by the Defendant C. J. Haines Dated the 15th day of March A.D. 1882 which note with the Warrant of Attorney thereto annexed is hereto attached the sum of One Hundred and Forty & 41/100 Dollars with interest thereon at the rate of 8% per cent from the 15th day of March A.D. 1882. The Plaintiff further Says that said Firm 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 Forty Dollars and Forty 2/100 Cents with interest at 8 per Cent from the 15th day of March A.D. 1882.

Powell & Fulton Attys for Pltffs

The State of Ohio } J. B. Fulton being duly Sworn Says that he is
Union County ss. } one of the Attorneys for the above Plaintiff Says that he believes the Statement in the foregoing Petition to be true, he further Says that action is founded upon a Written instrument for the payment of money only and said instrument is in possession of affiant

J. B. Fulton

Subscribed by sin my presence and Sworn to by him
before me this day of A.D. 18

answer C. J. Hain
C. J. Piper
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in favor
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$140.41 Marysville Ohio March 15th 1882.

Six Months after date for Value received we jointly and severally promise to pay W. F. Wilcox & Co or order at One Hundred & forty 41/100 Dollars with interest at the rate of 8 per cent. per annum payable annually and I hereby authorize any Attorney at Law to appear for me in an 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 main 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 petition in Error and the right of appeal from the judgment rendered.

C. J. Haines (Seal)

4214 William F. Wilcox Surviving partner of W. F. Wilcox & Co. vs C. J. Haines. answer

In the Court of Common Pleas, Union County O.

And now Comes C. J. Haines the above named Defendant By the Undersigned L. Piper 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 one Hundred & Fifty one Dollars and Thirty 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 Defendant's 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.

L. Piper Atty for Deft.

March 3rd A.D. 1883

Efternoon on the 3rd day of March A.D. 1883 the Following Entry was made on the Journal By the Clerk of Said Court Which reads as Follows Viz:

4214 W. F. Wilcox Surviving Partner of W. F. Wilcox & Co vs C. J. Haines. Entry

This day Came the Plaintiff by Powell & Sutton Attorneys 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 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 $151.30 It is therefore considered that Said plaintiff do recover of Said Defendant the Said Sum of $151.30 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. J. D. Barrere, Clerk.

Pleas before his Honor John A. Price 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 of the 3rd Subdivision of the Tenth Judicial District and in the State of Ohio on the 8th day of January A. D. 1883. on the 5th day of March 1883. The following Petition and Answer in Cognovit with Note Attached was Filed with the Clerk of Said Court which reads in words and Figures as follows, To wit:

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

W. F. Wilcox Surviving partner of W. F. Wilcox & William H. Woods, Partners doing Business under the name of W. F. Wilcox & Co.,
Pltfs.
vs.
O. J. Hawley.
Defdt. } Civil action for money only.

William F. Wilcox says that he is the surviving partner of W. F. Wilcox & Co the above named plaintiff say that there is due to plaintiff from O. J. Hawley, Defendant on a promisary note made by the Defendant O. J. Hawley dated the 18th day of February A. D. 1882, which note, with the Warrant of Attorney thereto annexed is hereto attached, the sum of One Hundred and Four Dollars and Fifty Seven Cents with interest thereon at 8 per cent from the 18th day of February A. D. 1882, The plaintiff further say that Plaintiff is 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 Four Dollars and Fifty Seven Cents with Interest at 8 per cent from the 18th day of February A. D. 1882.

Poore & Fulton Attys for Pltfs.

The State of Ohio } I. B. Fulton being first duly Sworn says that he
Union County ss. } is one of the Attorneys of the plaintiff above named & he says that he believes the Statement in the foregoing Petition to be true. He further says that the said action is founded upon a written instrument for the payment of money only and said instrument is in possession of affiant.

I. B. Fulton.

Subscribed by in my presence, and sworn to by him
before me this day of A. D. 18—

$104.57 Marysville Ohio Feb 18th 1882.

Six months after date for Value received. We jointly and severally promise to pay W. F. Wilcox & Co. or order at Bank of Marysville one Hundred four and 57/100 Dollars with interest at the rate of 8 per cent. per annum payable

11713 — Summons on the above or of the ... judgment ... may be ... petitions ... Witness ... W. H. ... Partner of ...

Answer — O. J. ...

Undersigned ... in this ... the above ... petition, ... Hundred ... due for ... be entered ... and all ... to the ... on the ...

11713 — W. F. ... partner of ...

Entry — O. J. ... This ... Thereupon ... by Virtue ... Court and ... appearance ... of Attorney ... as is ... Considered ... sum of ... of suit ... rate of ... of Attorney ... all rights ...

Annually. And I hereby authorize any attorney-at-Law to appear for me in an 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 waiving 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.

Witness our Hands and Seals.

C. J. Hawley (Seal)

11713 W. H. Wilcox Surviving
Partner of W. H. Wilcox & Co.
vs.
C. J. Hawley.

In Court of Common Pleas
Union County ss.

Answer

And now Comes C. J. Hawley the above named Defendant by the Undersigned L. Piper 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 & Twelve Dollars and seventy one 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. March 5th A. D. 1883.

L. Piper Atty for Defts.

11713 W. H. Wilcox Surviving
Partner of W. H. Wilcox & Co.
vs.
C. J. Hawley.

Entry

This day came the Plaintiff by Powell & Fenton Attorneys 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 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 $112.71 it is therefor Considered that said plaintiff do recover of said Defendant the said sum of $112.71 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 J. DeBurgner, 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 8th day of January A.D. 1883. Heretofore to wit on the on the 21st day of February A.D. 1882 a petition was filed with the clerk of said court which reads as follows viz

Maggie Swartz Plaintiff
vs
William Hildreth Defendant
} The State of Ohio Union County Court of Common Pleas
Petition

No 3986

And now comes the said plaintiff Maggie Swartz and for cause of action herein against the said defendant William Hildreth says. that she has the legal title to and is in the peaceable possession of the following real Estate, Situate in the county of Union and State of Ohio and in the township of Leesburg and in Survey No 3698 bounded and described as follows. Being part of said Survey No 3698 on the Marion road and commencing at the south west corner of Lot No 4 in the Village of Harisburgh in said County; thence four (4) poles South along the Marion road, thence East Eight (8) poles, thence North four (4) poles; thence west along the South line of Lot No 4 to the place of beginning

The said plaintiff further says that the said william Hildreth sets up and claims an estate and interest in and to said premises adverse to the estate and interest of the said plaintiff so as aforesaid avered.

The said plaintiff therefore prays that the said William Hildreth may be compelled to show his said title, and that it may be determined to be null and void as against the said title of the plaintiff and for all other proper relief.

Powell & Sutton Attys for Plaintiff

The State of Ohio Union County ss

J. B. Sutton being first duly sworn according to law says that he is one of the attorneys for the said plaintiff duly authorized in the premises. That the plaintiff is a non resident of said Union County and now absent therefrom and that he believes the facts stated and allegations in the foregoing Petition are true.

J. B. Sutton

Sworn to before me and subscribed in my presence by the said J. B. Sutton This 21st day of February A. D 1882.

J. D. Burgner Clerk.

Baccipe

To Clerk, Issue Summons for the defendant to Sheriff of Union County returnable according to law.

Powell & Sutton Attys for Plff.

No 4148

Afterward on the 21st day of February A.D. 1883 a summons was issued by the clerk of said court which reads as follows,

Petition

Summons

The State of Ohio Union County, ss. To the Sheriff of the County of Union Greeting:
We command you to notify William Hildreth that he has been sued by Maggie Swartz in the court of common pleas of Union County, and that unless he answer by the 6th day of March A. D 1882 the petition of said plaintiff against him filed in the Clerks office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 6th day of March A. D 1882. Witness my hand and the Seal of said court. This 21st day of Febu A.D. 1882

J. D. Burgner Clerk

Seal

Sheriff's Ret

The State of Ohio Union County ss. Received this writ Feb 21st A.D 1883 at 10 Oclock A.M., and pursuant to its command, on the 22d day of February A.D 1882 I served the same by delivering a certified copy thereof with the endorsements thereon to the within named William Hildreth defendant. Service 30
Mileage 1 1/2 Copy 2 0 Total $1.62

John Hobensack Sheriff.

Entry

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afterward, to-wit- On the 17th day of January A.D 1883 an Entry was made on the journal of said court which reads as follows, viz;

Entry

Maggie Swartz
vs
William Muldrath

This day came the plaintiff by her attorney. The defendant though duly served with a Summons herein failed to answer, demur or otherwise object to the petition of plaintiff but made default. Whereupon this cause came on to be heard upon the petition and testimony. On consideration whereof and the court being fully advised in the premises finds that the plaintiff at the time of the bringing of this action was in possession of the real property described in the petition, and that She has the legal estate in and is Entitled to the possession of the same, that the defendant has no estate in and is not Entitled to the possession of said real estate or any part thereof, and that the plaintiff ought to have her title and possession quieted as against said defendant as prayed for in her petition- It is therefore ordered, adjudged and decreed that the title and possession of the said Maggie Swartz to all and Singular the premises in the petition described be and the same hereby are quieted as against the said defendant and all persons claiming under him, And said defendant and all persons claiming under him are hereby forever enjoined from setting up any claim to said premises or any part thereof adverse to the title and possession of the said Maggie Swartz thereto, or in any manner interfering with her use and enjoyment of the same, and that said plaintiff pay the cost herein taxed at $ -

Attest J. L. Brugner Clerk
By W. M. Winget Deputy-

Pleas before His Honor John A. Price Judge presiding 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 January A.D. 1883- Heretofore to wit on the 9th day of December A.D. 1882 a petition was filed with the clerk of said court which reads as follows, viz;

No 4148

Petition

Henry Mack, Isaac H. Mack, Marc H. Mack
Harry H Mack, Jos R Friend & Henry Newburgh
partners under the firm name and Style of
Mack, Stadler & Co Plaintiffs
against-
C. J. Monroe and L. L. Monroe, partners under
the firm name and Style of C. J. Monroe & Co and
W. S. Bowers and Fremont Howe partners under the
firm name and Style of Bowers & Howe Defendants

In the court of common pleas Union County Ohio

Plaintiffs say; That they are a partnership doing business in the State of Ohio under the firm name and Style of Mack Stadler & Co. and said defendants C. J. Monroe and L. L. Monroe are a partnership doing business in the State of Ohio under the firm name of C. J. Monroe & Co and the said defendants W. S. Bowers and Howe are a partnership doing business in the State of Ohio under the firm name of Bowers and Howe. Neither the plaintiffs or defendants are incorporated.

There is due plaintiffs from the defendants C. J. Monroe & Co as makers and Bowers & Howe as indorsers the Sum of One Hundred and Seventy & Two Dollars which they claim with interes-

from October 1st 1882 on a promissory note of which the following is a copy with the indorsements.

$120.00. Richwood Ohio. Oct 1st 1882. Sixty days after date I promise to pay to the order of Bowers & Howe One Hundred twenty dollars & 00 dollars at 8% ant from date Value received. C. J. Monroe & Co

Due Nov 6th & Dec 3d Indorsed: "Bowers & Howe".

Payment of said note was duly demanded of said C. J. Monroe & Co. at Maturity but the same was not paid; all of which the said Bowers & Howe had due notice. Said note having been protested for non payment according to law. by J. S. Gardiner Esq a Notary public within and for Union County Ohio.

Wherefore plaintiffs ask judgment against said defendants C. J. Monroe and L. C. Monroe as Makers of said note and against said defendants. Bowers & Howe as indorsers thereon for said sum of One Hundred and Twenty & 00/100 dollars with interest thereon at the rate of Eight per centum per annum from the 1st day of October A D 1882 for the protest fee which plaintiffs paid, to wit One & 00/100 dollars

John M Brodrick. Attorney for Plaintiffs

The State of Ohio County of Union ss

John M. Brodrick being Sworn Makes oath that he is the attorney for said plaintiff duly authorized in the premises; That this action is founded upon a written instrument for the payment of Money, which is now in Affiants possession, and that the facts Stated in the foregoing petition are as affiant believes true.

Jno M Brodrick

Sworn to by Said John M Brodrick before me and Signed by him in my presence this 9th day of December A D 1882. J. L. Burgner. Clerk.

Praecipe — To Clerk

Issue Summons to the defendants in the within petition directed to the Sheriff of Union County Ohio. returnable according to law. "Exclusive" Money only Amount Claimed $120.00 — With 8% Interest on $120.00 from Oct 1st 82.

John M. Brodrick Attorney for Plaintiff

Afterward on the 9th day of December 1882. 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 L. C. Monroe C. J. Monroe W. H. Bowers and Howe that they have been sued by Meack. Stalder & Co in the court of Common Pleas of Union County and that unless they answer by the 6th day of Jan A D 1882. the petition of said Meack. Stalder & 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 18th day of Dec A. D. 1882.

Witness My hand and the Seal of said court. this 9th day of Dec A. D. 1882.

Seal

J. L. Burgner Clerk

Sheff's Return — The State of Ohio Union County ss.

Received this writ Dec 9th A D 1882 at 11 o'clock A. M. And pursuant to its command on the 10th day of Dec 1882 I served the same by delivering a certified copy thereof with the Endorsements thereon to each of the within named defendants.

Service 70 Mileage 320 Cop 80 Total $4.70 John Habenack. Sheriff.

Afterward on the 8th day of January A D 1883 an Entry was made on the journal of of said court which reads as follows. viz;

Entry — Meack. St... vs C. J. Monroe et al

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Entry

Moach, Stadler & Co
vs
C. J. Monroe & Co et al } No 4148

Now comes the plaintiffs by their attorney, and the defendants being in default for answer and demurr, the Court find that the allegations of the petition are confessed by them to be true in all respects as therein alleged, and that the said defendants C. J. Monroe and L. L. Monroe as partners under the firm name of C. J. Monroe & Co are indebted to the said plaintiffs as principals and makers and the said defendants Bowers & Howe as indorsers in the Sum of One hundred and twenty four & 50/100 dollars with 6% per cent interest - thereon from the 8th day of January A D 1883

It is therupon considered and adjudged by the Court that the said plaintiffs do recover of the said defendants C. J. Monroe & Co as principals and the said defendants Bowers & Howe as indorsers the said Sum of One Hundred and Twenty four and 50/100 Dollars with 6% per cent interest from the 8th day of January A D 1883 and their Costs herein expended taxed to $ -

Attest J. D. Burgner Clerk
By W. M. Weigel, Deputy

Pleas before his Honor John A. 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 8th day of January A. D. 1883. Heretofore, to-wit: on the 11th day of July A D 1882 a petition was filed with the Clerk of said court which reads as follows, to-wit:

Finey J. Harris Plaintiff
vs
Edman Harris Defendant } In the Court of Common Pleas of Union County Ohio

4062

Petition

Your petitioner Finey J. Harris of the 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 or about the 4th day of March 1869 in the State of Missouri She was married to one Edmond Harris whom She prays may be made a party defendant to this petition and that She has ever since conducted herself towards the said Edmond Harris 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 guilty of gross neglect of duty. Extreme cruelty and left and abandoned this plaintiff in the fall of 1880 with a family of small children to support without any cause or justification therefor on the part of the petitioner,

That as the result of said marriage there has been born to them Lay Harris aged Nine years and Nettie Harris aged four years. Said Children have been living with this plaintiff and Still is since the abandonment by defendant and this plaintiff asks the custody of said children. Your petitioner therefor prays that a writ of Subpoena may issue against the defendant and that due Servica thereof may be made upon him, that on the final hearing of this Cause the court may grant to this plaintiff the custody and control of the

said children, and the said petitioner may be divorced from the defendant and for such other and further relief as equity and good conscience she is entitled J. B. Benton. Attorney for plaintiff

State of Ohio Union County S.S.
Finey J. Harris plaintiff who being first duly sworn according to law deposes and says that the facts stated and the allegations made in the foregoing petition are true as she verily believes
Finey J. Harris
Sworn to by Finey J. Harris and signed by her in my presence this 10th day of July A.D. 1882 — Jo. M. Wright. justice of the peace

Praecipe — Issue Summons in this case to the Sheriff of Union county & to the defendant with copy of Petition. Endorse Divorce & Equitable Relief
J. B. Benton, Atty

afterward on the 13th day of July A.D. 1882 Summon 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 Union County.
You are commanded to notify Edmon Harris that Finey J. Harris has filed in the office of the clerk of the court of common pleas of Union county, and State of Ohio a petition (a true copy of which is herewith delivered to you to be served on him) charging him with neglect and abandonment &c and asking that she be divorced from him and that she may have custody of children 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 25th day of July A. D. 1882.
Witness My signature as clerk of our said Court of Common pleas, and the seal of said Court at Marysville this 13th day of July A D 1882.
J. L. Burgner. Clerk

No 4096 Petition

"Endorsed" — Summons in action for Divorce and Equitable Relief.
July 15th 1883. Writ returned Endorsed as follows;

Sheriffs Return — Received 2 o'clock P.M. on the 13th day of July A D 1882 and on the 14th day of July A D 1882 Served the same by leaving at the usual place of residence of the within named defendant a true copy thereof with the endorsements thereon. also a copy of the petition.
Service 30 copy 20 Mileage 256 Total $3.06 — John Kobensack. Sheriff.

On the 9th day of March an Entry was made on the journal of said Court which reads as follows.

No 4062

Finey J. Harris }
vs }
Edmond Harris }

Entry — This day this action came on for hearing and the defendant being in default for demurrer or answer, and the Court hearing the evidence and examining the pleadings find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for more than one year next preceding the same and was at the time a bona fide resident of this county of Union and that the parties hereto were married as in the petition set forth.
The Court further find upon the evidence

adduced that the defendant has been guilty of extreme cruelty and 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 Piney J. Harris and Edmond Harris be and the same hereby is dissolved and both parties are released from the obligations of the same.

It is further ordered that the custody, care, Education and control of the said Children of the parties hereto (to wit Loy Harris aged about 9 and Nellie aged about 4 years) until further order confided to the said Piney J. Harris. But it is hereby ~~understood~~ ordered that the said Edmond Harris have the privilege of visiting said children at all reasonable hours. It is further ordered by the court that the said Piney J. Harris recover from the said Edmond Harris herein expended and Execution is awarded.

Attest. J. L. Burgner Clerk
By W. M. Wright. Deputy.

Pleas before his Honor John A Bice 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 8th day of January A.D. 1883. Heretofore, to wit: on 29th day of August A.D. 1882 a petition was filed with the clerk of said court which reads as follows, viz

No 4096 Petition

Ellen Hayden, Plaintiff
vs
Samuel Hayden, Defendant
} Court of Common Pleas Union County Ohio

The Plaintiff says; She has been a resident of the State of Ohio for the year last past and is at present a bona-fide resident of the said county of Union. That on or about 19th day of September 1865 at the residence of Theodore Wiswell in the township of Liberty in the county of Union & State of Ohio, She was married to the defendant and that She has ever since that time conducted herself toward the said Samuel Hazen as a faithful and obedient wife.

The defendant disregarding his duties as a husband has been willfully absent from the plaintiff for Sixteen years last past without any cause or justification therefor so far as the plaintiff is concerned. That during all that time the said defendant Samuel Hayden has refused and neglected to contribute anything whatever for the support, Sustenance or Comfort of this plaintiff and the said defendant Still refuses and neglects to contribute anything for the support or protection of this plaintiff. This plaintiff therefor prays that She may be divorced from the said Samuel Hayden and that She may have Such other & further relief as equity may require.

Robinson & Piper. Attorneys for Plaintiff

State of Ohio. Union County S.S.

Ellen Hayden the plaintiff being duly Sworn according to law Says the facts Stated and allegations in her foregoing petition are as She verily believes true. That the said Samuel Hayden is a non-resident of the State of Ohio and that Service of process cannot be made on said Samuel Hayden within the State of Ohio as She believes, that affiant last heard from the said Samuel Hayden he was in Fort Madison Lee County Iowa but that the residence of the said Samuel Hayden is to this plaintiff Unknown and that it will be necessary to procure Service in this case

by publication as by the Statute in such case made and provided.

Ellen Hayden.

Sworn to before me by Ellen Hayden and by her subscribed in my presence this 29th day of August-AD 1882.

Isaac Rowland Deputy

Proof Publication Legal Notice

Samuel Hayden of Fort Madison Lee county Iowa will take notice that his wife Ellen Hayden did on the 29th day of august-AD 1882 file in the office of the Clerk of the court of common pleas within and for the county of Union. State of Ohio. her petition against him charging him with gross neglect of duty and willful absence for more than three years last past- and asking that She may be divorced from him. This petition will be for hearing November 6th 1882 at next term of court

Helen Hayden

Robinson & Piper Her attorneys Sep 6th 1882-6tr

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 September 6th 1882.

W. A. Shearer.

Sworn to and Subscribed before me. this 24th day of Jan 1883.

J.L. Brugner Clerk

Afterward on the 24th day of January AD 1883 an entry was made on the journal of said court which reads as follows. viz:

4096 Entry

Ellen Hayden
vs
Samuel Hayden

Now came the plaintiff, and the defendant having been legally Summoned by publication and the court finding said publication and the court finding said publication and proof in all respects regular and according to law do hereby approve the same.

The court further find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at the time a bona fide resident of the county of Union and that the parties hereto were married as in said petition set forth.

The court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty and willful absence for more than three years and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is ordered and adjudged by the court that the marriage relation heretofore existing between the said Ellen Hayden and Samuel Hayden be and the same is hereby dissolved and both parties released from the obligations of the same.

Attest J.L. Brugner. Clerk
By W. M. Winget- Deputy

2087 Petition

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Said court

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Pleas before his Hona John A. Rice Judge at a court of Commen 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 January A.D. 1883. Heretofore to-wit: on the 18th day of August A.D. 1883 a petition was filed with the Clerk of said Court which reads as follows, viz;

2087 Elizabeth Harris
Petition vs } Court of Common Pleas Union County Ohio
Jesse Harris

The plaintiff says; She has been a resident of the State of Ohio for the year last past and is at present a bona fide resident of the County of Union Ohio.

That on or about the 2d day of April A.D. 1859 at the county of Union and State of Ohio She was married to the defendant & has ever since conducted herself toward him as a faithful & obedient wife. That She had while living with (him) the said defendant the following children to wit: Willi H. who is now about 16 years of age Flora H. who is now about 14 years of age. Columba A. who is now about 12 years of age. Edward A. who is now about 11 years of age. George A. who is now about 6 years of age. Jesse who is now about 4 years of age. & Jasper H. who is now about one year of age.

That the defendant disregarding his duties of a husband has been guilty of gross neglect of duty towards her the plaintiff and her children in this, To wit; He has failed to provide her & her children with the proper & necessary food & clothing for more than three years last past, during which time She has been obliged to support herself & children in the best way She could. That the said defendant has been guilty of habitual drunkeness for more than three years last past. Wherefore plaintiff prays that She may be divorced from the said defendant that the custody care & Education of said above named children may be decreed to her. & That She may have such other & further relief as in law and Equity She may be entitled.

S.S. Gardiner Pltffs Atty

State of Ohio Union County S.S.

Elizabeth Harris being duly sworn says that the facts & allegations in her foregoing petition are true as She verily believes

Elizabeth Harris

Sworn to and Subscribed before me this 16th day of august 1882.

M.W. Hill, justice of the peace.

Praecipe To Clerk= Issue Summons on the petition in the above case (& accompany the same by a copy of the petition) to the Sheriff of Union county, returnable according to law, in divorce cases.

S.S. Gardiner, Pltffs atty.

On the 18th day of August 1882 a Summons was issued by the Clerk of said Court which reads as follows, viz;

Summons in Divorce The State of Ohio Union County S.S. To the Sheriff of Union County:

You are commanded to Notify Jesse Harris that Elizabeth Harris has filed in the Office of the Clerk of the Court of Common pleas of Union county, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him) charging him with neglect & drunkeness and asking that She be divorced from him and that She have custody of Children 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 18th day of August A.D. 1882. Witness my Signature as clerk of our said court of Common pleas and the Seal of said court, at Marysville O. this 18th day of aug. A.D. 1882. J.D. Burgner, Clerk

Seal

Sheriffs Return — Received 10 o'clock P.M. on the 15th day of August A.D. 1882 and on the 24th day of August A.D. 1882. I Served the same by delivering the within named defendant, a true copy thereof with the Endorsements thereon also a copy of the Petition. Servic 30 Copy 20 Mileage 2.56 Total $3.06 John Koobensack. Sheriff.

Afterward, on the 23rd day of January 1883. an Entry was made on the journal of said Court which reads as follows, viz;

H 087 Entry — Elizabeth Harris }
vs }
Jesse Harris }

This day came the plaintiff and the defendant having been duly Served with Summons and copy of the petition herein and having failed to appear. The Court find him in default for answer and demurr to said petition and that the allegations thereon are confessed by him to be true. The court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at the time a bona fide resident of this County of Union. and that the parties were married as in the petition set forth.

The court further find upon the evidence adduced that the defendant has been guilty of habitual drunkeness for more than three years next preceding the filing of said petition and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the court that the marriage contract heretofore existing between the said Elizabeth Harris and Jesse Harris be and the same hereby is dissolved and the parties are released from the obligations of the same. It is further ordered that the custody, care, and Education and Control of the said Children of the parties hereto as named in the petition, be until further ordered confided to the said plaintiff Elizabeth Harris, and defendant is hereby Enjoined from interfering in any Manner with either of said Children or with the plaintiff in her custody of them, but it is hereby ordered that the defendant have the privilege of visiting said Children once each week on Tuesdays, between the hours of 3 & 5 O'clock P. M. provided he is in a proper condition, but in no case while he is under the influence of intoxicating drink, and any violation of this privilege may be reported to this court, and that plaintiff pay the Costs of this proceeding.

Attest. J. L. Buegner Clerk
By. M. M. Winget. Deputy.

Pleas before his Honor John D. Rice 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 & State of Ohio, on the 8th day of January A.D. 1883. On the 2d day of Febuary 1883 a petition & answer was filed with the Clerk of Said court which, read as follows, viz;

No A202 Petition & Answer in Cognit —

The Huber Manufacturing Company Plaintiff
vs
Martin Turner Defendant

The State of Ohio Union County, ss:
In the court of Common Pleas
Civil action for Money Only.
1st cause of action.

The Huber Manufacturing company an incorporated company under the laws of Ohio the above named plaintiff says, that there is due it from Martin Turner defendant on a promissory note made by the defendant Martin Turner dated the 17th day of July A.D. 1881. which note with warrant of attorney thereto

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annexed, is hereto attached the Sum of Two hundred and Eighty Eight dollars with interest thereon at 8% per annum from the 17th day of July A.D. 1881. The plaintiff further says that it is the legal owner and holder of said note that the same is due and unpaid & that there is now due on said note the Sum of three hundred twenty three & 52/100 dollars which it claims with interest at 8% until paid.

2d Cause of action. As a second cause of action herein the above named plaintiff says that there is due to it from Martin Turner defendant on a promissory note made by the defendant Martin Turner dated the 17th day of July 1881. Marked "B" which note with the warrant of attorney thereto annexed, is hereto attached. the Sum of Two hundred and Eighty Seven dollars and fifty cents. with interest thereon at 8% per annum from the 17th day of July A.D. 1881. The plaintiff further say that it is the legal owner and holder of said note. that the same is due and unpaid that there is now due on said note the Sum of Three hundred twenty two & 92/100 Dollars which plaintiff claims with 8% int from this date.

"3d Cause of Action". As a third cause of action herein the above named plaintiff says that there is due to it from Martin Turner defendant; on a promissory note made by the defendant Martin Turner dated the 7th day of October A.D. 1881. Marked "C" One Hundred and Eighty Eight dollars with interest thereon at 8% per annum from the 15th day of July A.D. 1882. The plaintiff further say that it is the legal owner and holder of said note that the same is due and unpaid, & that there is now due plaintiff from the defendant the Sum of One Hundred Ninety six dollars & one cent which plaintiff claims with interest at 8% per annum until paid. Whereupon the plaintiff asks judgment against said defendant for the Sum of Eight Hundred and forty two dollars and forty five cents with interest at 8% per annum from the 2d day of February A.D. 1883. and until paid. Robinson & Piper Atty's for Pltff

The State of Ohio Union County ss.

L. Piper one of the attorneys 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 plaintiff is an incorporated company under the laws of the State of Ohio & that he is one of the attorneys of the said company duly authorized in the premises

L. Piper.

Subscribed by L. Piper in my presence and Sworn to by him before me this 2d day of February A.D. 1883 J.D. Brugner, Clerk.

"A" $288. Raymond O. July 17th 1881. December 1st after date for value received We jointly and severally promise to pay to Huber Manf'g Co or order Two hundred and Eighty Eight dollars, with interest at the rate of 8% per annum until paid. Payable at Marysville. And we do hereby authorize any attorney at law to appear for us, or any of us, in an action on the above note at any time after the same becomes due in any court of Record in the State of Ohio, waive the issuing and service of process against us, or any of us and confess judgment in favor of the payee of the above note against us, or any of us, for the amount that may be due with costs of Suit, and to waive and release all errors in said proceedings and petitions in Error, & right to second trial. Witness our hands and Seals this 17th day of July 1881.

Martin Turner. Seal

Due Dec 1st 1881

"B" $287 Co Raymond O. July 17th 1881. Dec 1st 1882 after date for value received, We jointly and severally promise to pay to Huber Manf'g Co or order Two Hundred & Eighty Seven Dollars with interest at the rate of 8 per cent. per annum, until paid. Payable at Marysville.

And we do hereby authorize any attorney at law to appear for us, or any of us, in an action on the above note, at any time after the same becomes due,

in any Court of Record in the State of Ohio, waive the issuing and service of process against us, or any of us and confess judgment in favor of the payee of the above against us, or any of us for the amount that may be due, with costs of Suit and to waive and release all errors in said proceedings and petitions in error and right to Second trial- Witness our Hands and Seals, this 17th day of July 1881. Due Dec 1/4-1882. Martin Turner Seal

"6" $1888 Dec 1st 1882 after date for value received we jointly and severally promise to pay The Huber Manufacturing company or order at One hundred & Eighty Eight dollars with interest at 8 per centum per annum from July 15th 1882 payable annually. 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 against for the said amount interest and costs in favor of the payee legal holder indorsee or assigne hereof, 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 & 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 attorney is hereby authorized to enter such release in said judgment. Witness our hands and seals this 7 day of October A.D. 1881

P.O. Raymond, O Due 1st 1882 Martin Turner Seal

Answer

The Huber Manufacturing company Plaintiff } In Court of Common Pleas
vs Union County ss.
Martin Turner Defendant }

And now come Martin Turner the above named dependant, 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 plaintiff, the holder of the note described in plaintiffs petition and against the above named dependant, for the sum of Eight hundred & forty two 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 dependant for costs of this action, and all errors are hereby released, and the dependants right to appeal and to the appraisal of real estate levied upon by virtue of any Execution issued on the judgment in this case is hereby waived. February 2nd A.D. 1883.

R. L. Woodburn. Atty for Deft.

Entry

The Huber Manufacturing Company Plaintiff }
vs }
Martin Turner Defendant }

This day came the plaintiff by Robinson & 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 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 alleged in said plaintiffs

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petition. the sum of $872 43/100. It is therfor considered that said plaintiff do recover of said defendant the said sum of $872 43/100 Dollars 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, are waived in error

Attest. J. L. Burgner Clerk
By W. M. Wright Deputy.

Pleas before his honor John A. 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 8th day of January A.D. 1883. Heretofore to-wit on the 20th day of January 1883 a petition & answer was filed with the clerk of said Court which read as follows, viz;

1190 Petition

The State of Ohio Union County ss. In the Court of common pleas.

The Kerber Manufacturing company
vs
John Smith
} Civil action for Money only.

The Kerber Manufacturing company a corporation organized under the laws of Ohio, the above named plaintiffs say that there is due to it from John Smith the defendant on a promissory note made by the defendant John Smith to said plaintiff dated the 15th day of October A. D. 1881. which note with warrant of attorney thereto annexed, is hereto attached the sum of One hundred & forty five dollars and Ninety one cents. 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 defendant for the sum of One Hundred & forty five dollars and Ninety one cents. with interest at 6% from the 20th day of Jan A. D. 1883.

S. S. Gardiner Atty for Pltffs

The State of Ohio Union County ss.

S. S. Gardiner the attorney for the above named plaintiff being duly sworn says that he believes that the statement in the foregoing petition are true. He further says that this action is brought upon a promissory note 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 20th day of Jan A D 1883.

J. L. Burgner. Clerk.

Note

$304 00 January 1st 1882 after date, for value received we jointly and severally promise to pay The Kerber Manufacturing Company or order at the Bank of Richwood Ohio Five hundred & four dollars. with interest at 6 per cent. per annum from date payable annually. 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 costs, 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 18th day of October 1881.
P.O. Richwood Ohio Dec Jany 1/82 John Smith Seal
"Endorsements"
Two hundred & Sixty nine dollars paid Dec 31st 81
One hundred & five dollars paid Feby 22d 1882.

Answer

The Kimber Mfg Co
vs
John Smith

In Court of Common Pleas. Union County O.S.
And no comes John Smith the above named defendant by the undersigned his 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 $146.91. 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 the defendants right to appeal on the judgment in this case is hereby waived
Jany 20th 82. 1883. John M Broderick. Atty for Defd

Entry

The Kimber Mfg Co
vs
John Smith

This day came the plaintiff by S.S. Gardiner attorney and thereupon came Jno M Broderick one of the attorneys of record of this Court. who, by virtue of a warant of Attorney duly executed and now produced in open court and duly proven. waived the issueing and service of process, and entered appearance of said defendant herein. and by virtue of the same warant of Attorney, confessed that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition the sum of $146.91. It is therefore considered that said plaintiff do recover of said defendant the said sum of $146.91 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 6 per centum per annum. And by virtue of said warant of Attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.
Attest. J.L. Bunger. Clerk
By W. M. Winget. Deputy

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