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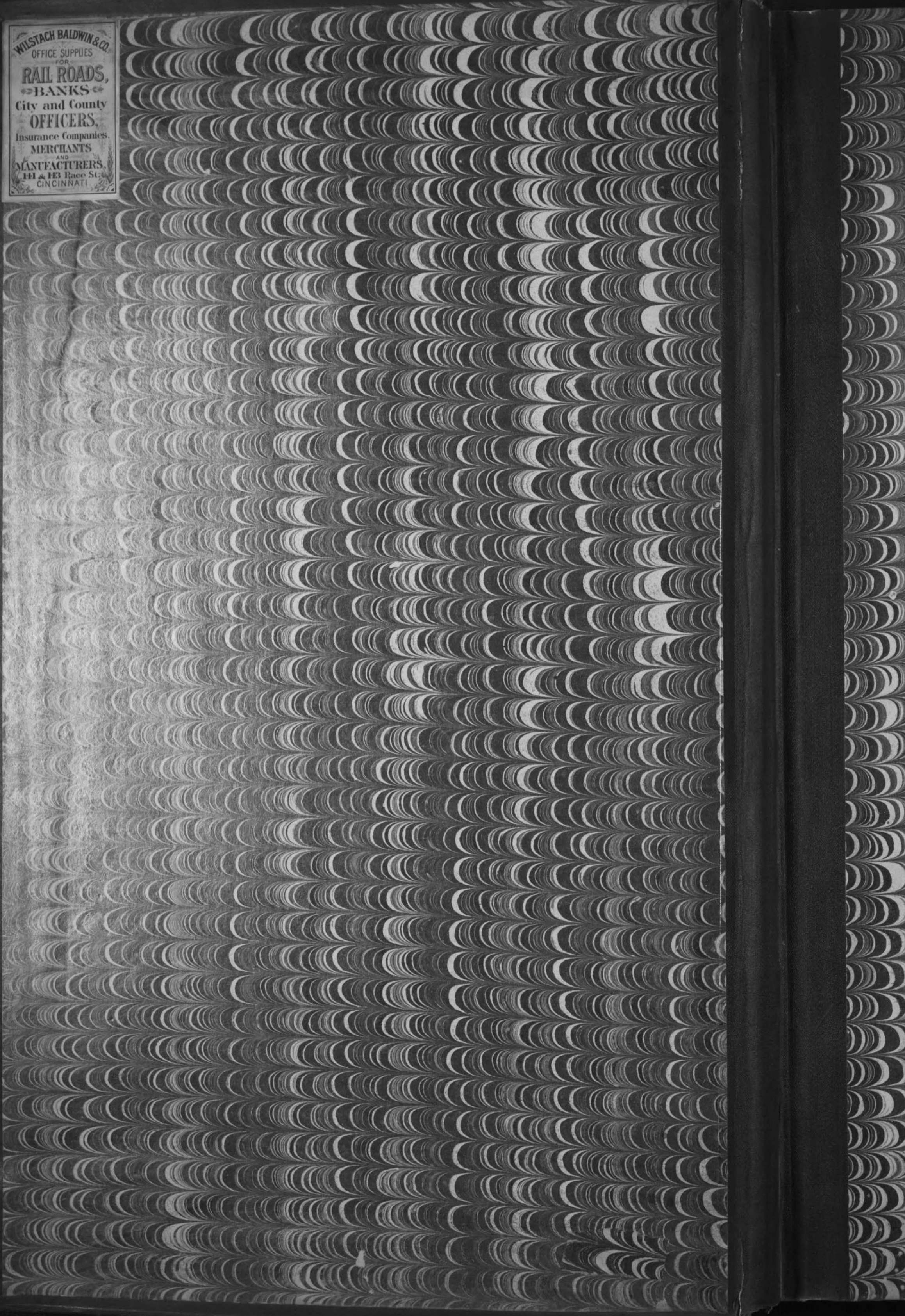
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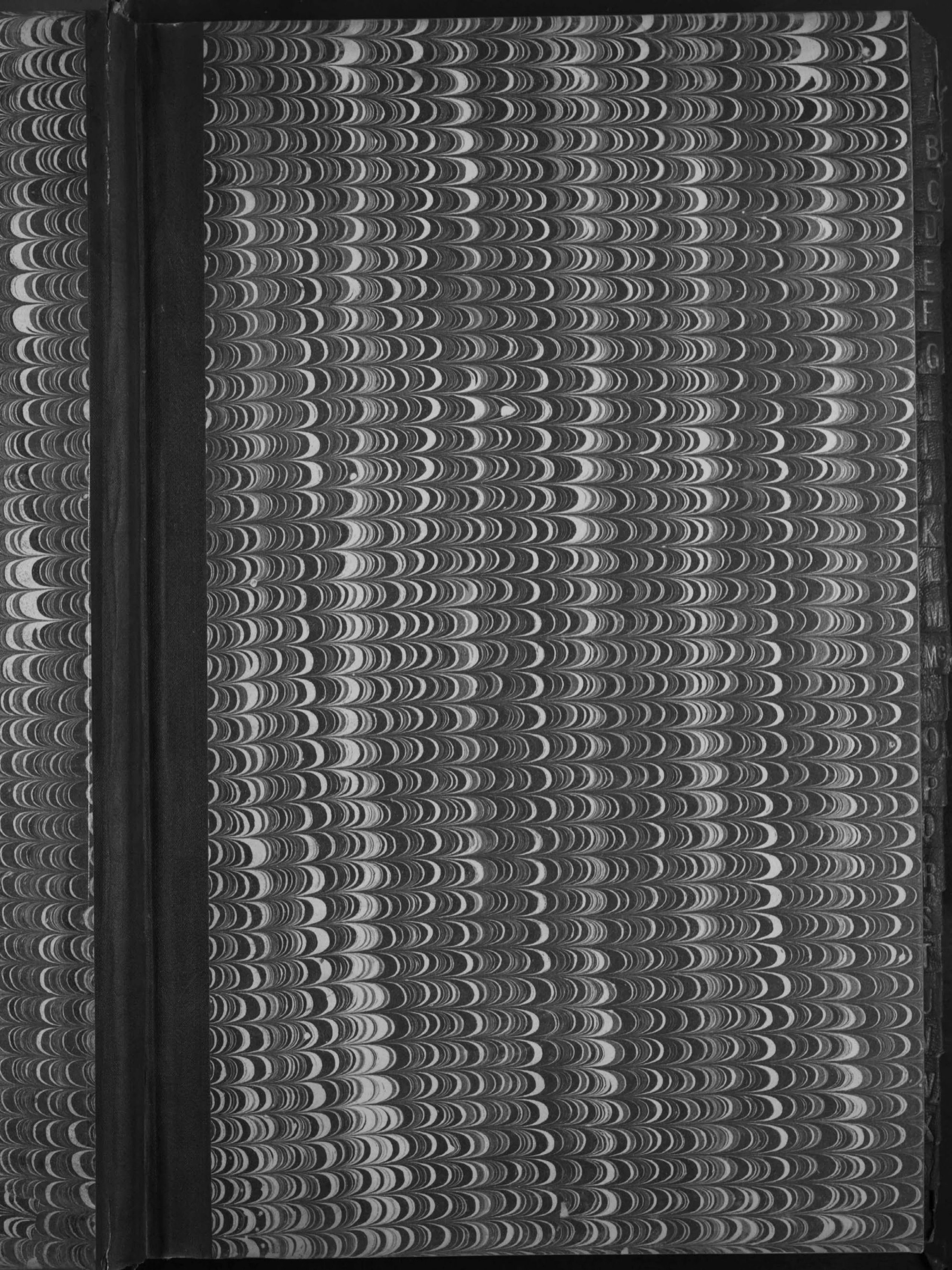
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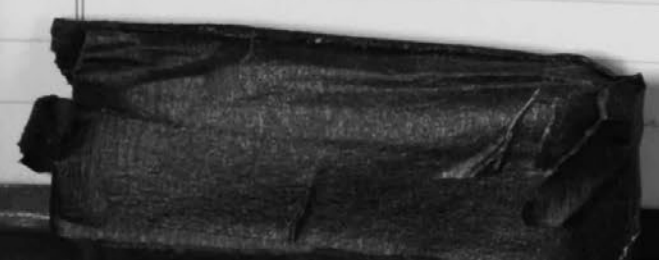
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Pleas before His Honor John McCauley Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the 3rd subdivision of the 10th judicial District and in the State of Ohio, on the 12th day of Sept. (A. D. 1881) in the year of our Lord One thousand Eight hundred and eighty one.

Heretofore, to wit: On the 20th day of Sept. A. D. 1875 the following petition was filed with the Clerk of said Court which reads in words and figures, to wit:

Petition

Richard Brewster Nancy Brewster
Alice Brewster Edward Brewster
Ella Brewster Henry Brewster
Cyrus Brewster, the latter four minors
by Nancy Brewster their Guardian
against

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

1839

Nathan Bell, Maria Bell
John V. Case and others, to the Plaintiffs unknown heirs of Newton Case, Lindsey M. Gould and others to the Plaintiffs unknown heirs of George Washington Brouse deceased,
David Mulford Buck Lamsdown and his wife Lamsdown J. Cameron Wm Nowell
Charles Nowell and others defendants

The said Richard Brewster of Washington County, Ohio, and Nancy Brewster and Alice Brewster of Athens County and the following minors, viz: Edward Brewster, Ella Brewster, Henry Brewster and Cyrus Brewster by their Guardian Nancy Brewster all of Athens County, Ohio, respectfully represent that Robson L. Broome late of said County of Union, Ohio, deceased, died, seized in fee simple, of the following real estate, situate in the County of Union, Ohio.

- 1st In Lot No. 64 in the Village of Marysville of said County (Record Vol. 16 Page 175) a part of which is in Plaintiffs possession by tenant and part in possession of N. Long tenant of R. L. Broome.
- 2nd In Lot No. 30 of said Village of Marysville, Ohio. (Vol. 25 page 390)
- 3rd Part of out^{lot} No. 30 in said Village of Marysville Ohio. Beginning on the Delaware Road at the east side of an alley and corner to house built and lately occupied by Mathew Williams thence N. with the east line of said alley about 56 feet to a point in said alley west of the north-west corner of the house on said Lot no. 30 now being built, thence East about 44 feet to the north east corner of said frame house, thence South 33 feet to the South East corner of said house, thence west 9 feet to the center of the door in said house, thence about 23 feet to the Delaware Road, thence with said Road 35 feet to the beginning, it being the same land conveyed by D. Williams to Hester Ann Lamsdown by quit claim deed dated June 22nd 1860.
- 4th In Lot No. 131 & 142 of said Village (Vol. 26 page 186) and for a more full description thereof is made to the record plat thereof.
- 5th In Lot No. 21 of said Village Volume 26 page 222 being the north third of On Lot no. 21 of said Village being all of said lot lying south of the part occupied by the widow of John Barbour deceased and including a strip three feet wide off the south side of In Lot No. lying immediately north of said lot no. 21 in the plaintiffs possession by Silas M. Fadden their tenant.
- 6th all of out Lot No. 37 of said Village (Vol. 32 page 45-6)

- 7 all of Out Lot 30 of said Village (Vol. 33 page 147)
- 8 all of Out Lot no. 33 of said Village (Vol. 37 page 249)
- 9 all of Lot no. 245 in the See addition to said Village (Vol. 35 Page 568) in Plaintiffs possession by Isaac Kezott their tenant.
- 10 all of Lot No 193 of said Village (Vol. 38 page 259) in Plaintiffs possession by tenant.
- 11 all of In Lot no. 16 of the Village of New Down of said County.
- 12 In Lot 5 of said Village (Vol. 25 page 569) in Plaintiffs possession by tenants.
- 13 Part of survey no. 3351 Beginning at a stake standing in the center of the Marysville & Marion Road at the corner of P. B. Cole's land, thence to the survey line and corner of the old Fair Ground. Thence from said two points in said road west between Cole's lot and the Fair Ground to the Vaughn Lot containing 6 7/8⁰⁰ acre more or less in Plaintiffs possession by tenant.
- 14 In Lot no. 32 of said Village of Marysville Ohio.

That said Robson L. Broome died in said County of Union on the 11th day of Sept 1873, leaving the said Plaintiffs his only children and heirs at law. That the said Robson L. Broome was in his early life called and known as Levi Brewster and was the son of Seabury Brewster and Lucy Brewster and on the 13th day of March 1820 was lawfully intermarried with Lucy Watterman and by said Marriage were born two children to said parties viz: Richard Brewster one of the Plaintiffs and one Sherman Brewster now deceased intestate who left the said Nancy Brewster his widow and the said Alice Brewster, Edward, Ella & Henry Brewster and Cyrus Brewster the latter four minors under the guardianship of Nancy Brewster his only children and lawful heirs.

That said Levi Brewster afterwards assumed the name of Robson L. Broome and having abandoned his said family came to said County of Union and died as aforesaid intestate in possession of said several parcels of land and leaving a large personal estate now in the possession and under the control of said A. F. Wilkins administrator of his estate.

The said parcels of Real Estate Nos 5, 9, 10, 12, 13, and the north 20 feet of In Lot no. 64 of said Village and being no. 1 aforesaid are all in the possession of the Plaintiff by tenants. That subsequent to the death of the said Robson L. Broome the said defendants Nathaw & Maria Bell obtained possession of certain of the other parcels of said real estate and have held possession thereof claiming that they and other defendants were the lawful heirs of said Robson L. Broome deceased, and entitled to said premises. That James L. Cameron is in possession of one of said lots but agrees with plaintiffs to surrender the possession to them if the Court shall find them to be the lawful heirs of said Broome deceased. Also Brock Lamsdown and his wife Lamsdown, are in possession of said parcel no. 1 aforesaid having held same under a tenancy from said Broome during his life time and they have no claim therein except as such tenants.

That said Nathaw Bell and Maria Bell, Mary Ann Ladd who is now a widow, Elizabeth Halland, Stephen Halland, Ellen Amos, Percil M. Amos, Thomas Broome, James Broome, Absalom Broome, Robert Bell, Luther Bell, Mary Shaffer, Joseph Shaffer, Thomas Broome, Felix Broome, Enos Broome, Nancy Ellson, Samuel Ellson, Margaret Chapman, Joseph Chapman, George Widger, James Arsteystall, George Arsteystall, William Mary, Thomas, and Margaret Arsteystall, William Ealy, W^m Terrance, Halger,

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Lorraine, Josiah Lorraine, Emma Lorraine, Sarah Lorraine married to —
 Teabell Lorraine married to — all claim to be the legal heirs of the said
 Robson L. Broome deceased, but they in fact have no right to such claim
 and are not his heirs, and have no right to or interest in said estate.
 That John V. Case & David Newford claim to represent the heirs of Newton
 Case deceased, who they are, was an heir of said Robson L. Broome deceased,
 but their said claim is false and fraudulent and without any foundation
 in fact. That said Lindsey M. Gould and others to Plaintiffs unknown
 claiming to be heirs of George Washington Broome deceased, fraudulently claim
 and are that Robson L. Broome was in fact said George Washington Broome
 going under the assumed name of said, but said claim of said
 Gould and others is also false and fraudulent and without any foundation
 in fact. That said defendants making said false and unlawful claims
 upon said estate have cast a cloud upon the possession and title of said
 Plaintiffs in said real estate whereby the same has become greatly depreciated
 and it is impossible for them to peacefully enjoy and control the same.
 That the said claimants are so numerous that it is scarcely possible to
 bring separate actions against them.
 That the said defendants are threatening to bring numerous suits
 against the Plaintiffs and thereby greatly annoy them.
 That the whole claims of said and most conveniently be
 settled by one suit to quiet the title and the possession of the Plaintiffs aforesaid,
 and thereby avoid a multiplicity of actions prevent fraudulent and unlawful
 interference by and between all of said parties, and settle the right and title
 to all of said estate, claimed by said several defendants in manner aforesaid
 Therefore the said Plaintiffs ask that of the persons aforesaid claiming any
 interest in and to said estate be made defendants herein and that all of
 them be required to set forth their several claims to said estate, and that upon
 a full hearing by the Court the Plaintiffs be declared the heirs of said Robson
 L. Broome, deceased, and their right and title be quieted against the
 said claims and the cloud removed therefrom by the decree of said
 Court and such other and further relief be granted the Plaintiffs as may
 be right and proper. Robinson & Piper Attys for Plaintiffs.

The State of Ohio, Union County, Ss.
 A. B. Robinson being duly sworn says he is one of the Attorneys of the
 Plaintiff in the foregoing Cause, that Plaintiffs are all nonresidents
 of said County, that he believes the allegations of the said petition are true,
 that said defendants except D. Newford, Buck Lamsdown, J. L. Cameron
 names are all nonresidents of said State of Ohio, and service cannot
 be made upon them by summons. A. B. Robinson.
 Sworn to and subscribed before me this 20th of Sept 1875.
 F. J. Arthur, Clerk.

On the first day of Oct 1875 the following entry was made on the Journal
 of said Court which reads as follows, to-wit =

- | | | |
|------|--|---------------------------|
| 1717 | Nathan Bell et al vs John V. Case et al | } Entry of Consolidation. |
| 1839 | Richard Brewster et al vs Nathan Bells et al | |

This day came the Plaintiff in said case No. 1839 and moved the Court to consolidate with said case No. 1717, and thereupon Pliffs Nathaw Bell and others in cause No. 1717 by their attorneys consent to said consolidation. It therefore appearing just and proper that said two causes should be consolidated into one cause, the Court do hereby order the same to be so consolidated and carried on as one cause and such consolidated cause is continued.

And so on the 2nd day of February A. D. 1875 the following petition was filed with the clerk of said Court, to-wit:-

Nathaw Bell ^{and} Maria Bell his wife Plaintiffs.

Petition of Bell et al

vs
John T. Carr and others, to Plaintiffs, executors, heirs of Newton Carr, Lindsey M. Gould and others, the Plaintiffs unknown, heirs of George Washington Broome, Alfred S. Wilkins, William Housell and Charles Housell Deeds Landowners, J. L. Cameron, David Mulford Defendants

Court of Common Pleas, Union Co. Ohio.

Petition.

Plaintiff says,

That on or about the 11th day of September A. D. 1873 Robson L. Broome died at said County of Union intestate, unmarried, & childless. That said Alfred S. Wilkins has been duly appointed and qualified as the Administrator of the estate of said Broome and is now acting as such. That said Administrator has paid off all the debts & liabilities of said estate and costs of Administration and there is in his hands personal assets of said estate subject to distribution among the heirs of said Broome of about Thirty three Thousand Dollars.

That Broome died seized in fee simple of the following real estate, situate in said County of Union, to-wit:-

- 1 Lot No. 64 Vol. 16 Page 175, Lot No. 64 in the Town of Marysville, Union County, O.
- 2 Lot No. 30 Vol. 25 Page 390 Being part of Out Lot (No. 30) number thirty in the town of Marysville, Ohio, Beginning on the Delaware Road at the East side of an alley and corner of a house built and lately occupied by Mathew Williams, Thence North with the East line of said alley about 56 feet to a point in said alley (west of the north-west corner of the frame house on said Lot No. 30 now being built, Thence East about 44 feet to the north east corner of said frame house, Thence south 33 feet to the south east corner of said house. Thence west 9 feet to the center of the door in said house, Thence about 23 feet to the Delaware Road, Thence with the Delaware Road 35 feet to the beginning, It being the same land conveyed by David Williams to Hester Ann Lunsdown by Suit Case in deed dated June 22nd 1869,
- 3 Lot No. 131 Vol. 26 Page 116, On Lot (No. 131) number One hundred and thirty one, number One hundred and forty two (142) and for a more particular description reference is made to the Recorded Plat of the Town of Marysville, at the Recorder's Office, Union County, Ohio.
- 4 Lot No. 21 Vol. 26 Page 272 In Union County Ohio the north third of Lot No. 21 in the Town of Marysville bounded on the South by the portion of said Lot owned by the late John Barbour deceased and extending from main street west to the alley.
- 5 Lot No. 37 Vol. 32 Page 456. The following real estate in the County of Union, in the State of Ohio, and in the Town of

Marysville
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6 Lot 30 Book
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7 Lot 33 Vol. 34
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8 Lot 245 Vol
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six persons
13 In lot No. 16
of Union
described as
Town of
Marysville
The said
with Plaintiff
Elizabeth H
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and child

Marysville bounded and described as follows, viz: all of out lot no. (37) thirty seven in said Town of Marysville.

6 Lot 30 Book 33 page 147. The following described premises, situate in the County of Union and State of Ohio, bring out lot (no. 30) number thirty in the Village of Marysville, the County of Union and State of Ohio, and for a more particular description reference is made to the recorded plat of said Village of Marysville, in the Recorder's Office of Union County, Ohio.

7 Lot 33 Vol. 34 Page 149 The following described real estate situate in the County of Union, in the State of Ohio and in the Village of Marysville and bounded and described as follows; viz: bring all of out (no. 33) number thirty three in said Town of Marysville, for further description reference is made to the plat of said Town of Marysville.

8 Lot 245 Vol. 35 page 568 bring all of lot (no. 245) number Two hundred and forty five in Samuel C. Lee's Addition to the Village of Marysville, and for a more particular description reference is made to the recorded plat of said Village of Marysville, and bring the same lot deeded by Horace F. Fooks and Josephine Fooks his wife to William Myers March 2nd 1869.

9 Lot No. 143 Book 38 Page 259 bounded and described as follows. In the County of Union and State of Ohio, and in the Village of Marysville bring all of in lot no. One hundred and ninety three in said Village and bring premises conveyed to William B. Barnett by deed made by Robert Sharp Sheriff, on the 12th day of February A.D. 1872 in the case of Robinson L. Broome Plaintiff against John Long and Ellen Long and others, and recorded in Book no. 37 and on page 55 of the Union County Record of deeds.

10 Lot 16 Vol. 32 Page 20 Situate in the County of Union and State of Ohio In lot (no. 16) number 16 in the Village of Down in said County of Union for a more particular description reference is hereby made to the recorded plat of said Village and bring the same property heretofore deeded by William Richey and Wife to R.P. Sanderson August 29th A.D. 1864

11 In lot no. 5. Vol. 75 Page 569 Situate in the County of Union, Ohio, and in the Village of Marysville bring all of in Lot no. 5 in said Village. To the Plat of said Village of Marysville reference is hereby made for a full description thereof.

12 Book 7 Page 666 in Union County, Ohio, bounded and described as follows. Beginning at a stake standing in the center of the road leading due east from Marysville sixty poles from the East line of survey no. 3351. Thence East (31) thirty one poles and fifteen links to a stake in said road. Thence north thirty two poles to a stake. Thence west thirty one poles and fifteen links to a stake witnessed by a hickory sapling. Thence S. 32 poles to the beginning six down and fifty poles. The above land being part of Military survey no. 3351

13 In lot (no. 32) number Thirty two. The following real estate situate in the County of Union and State of Ohio and in the Village of Marysville, and bounded and described as follows, viz: bring all of out (no. 32) number thirty two in said Town of Marysville, for further description reference is made to the plat of Marysville, Ohio.

The said Robeson L. Broome left the Plaintiff Maria Bell who is intermarried with Plaintiff Mathew Bell, Mary Ann Ladd who is now a widow, Elizabeth Holland who is intermarried with Stephen Holland, Ellen Amos who is intermarried with Cecil M. Amos, Thomas Broome, James Broome and Absalom Broome nephew of said Robeson L. Broome and children of Lewis Broome deceased, late Brother of the said

Robson L. Broome, deceased, also Robert Bell — Holland and — Holland
 grand children of said Thomas Broome, deceased.
 Also Mary Shaffer who is intermarried with Joseph Shaffer, Thomas Broome
 Felix Broome and Elias Broome niece and nephews of said Robson L. Broome
 and children of Peter Broome late deceased, brother to said Robson L. Broome,
 also — Broome and — Broome whose christian names are
 to Plaintiffs unknown niece of said Robson L. Broome and children
 of William Broome late deceased, brother to said Robson L. Broome, also Mary
 Elean who is intermarried with Samuel Elean, Margaret Chapman who is
 intermarried with Joseph Chapman, George Widger nephew and niece of said
 Robson L. Broome and children of Margaret Broome, sister of said Robson
 L. Broome, who was married to one — Widger and after his death
 to one Crandell, also James Artingball, William Artingball, Mary
 Artingball, Thomas Artingball and Margaret Early who is intermarried
 with William Early, William Leverage, Hazen Leverage Josiah
 Leverage Emma Leverage together with Sarah Leverage who is
 intermarried with one to Plaintiffs unknown and Isabell Leverage
 who is intermarried to one to Plaintiffs unknown, grand children
 of said Margaret Broome.

And Plaintiffs say that ^{John} ~~Jessie~~ ^{Jessie} Tolbot late deceased and who was a sister
 to said Robson L. Broome, left two sons and two daughters part of whom
 emigrated to Iowa, and part to California, and Plaintiffs have no
 knowledge of the names of said children, or their place of residence, or whether
 living or dead, except that they have been informed that one of the sons and ~~the~~
 two daughters are deceased.

And Plaintiffs say that Edward Broome now deceased, brother to said Robson
 L. Broome moved to the State of New York and there died leaving children,
 but Plaintiffs have no knowledge of the names or place of residence of said children
 that said nephews and nieces and grand-nephews and grand-nieces
 of said Robson L. Broome are his next of kin and as such are the owners
 of in fee simple and entitled to the possession of said real estate and
 entitled to said personal estate on distribution. That Plaintiffs are in
 possession of the first, seventh, eleventh, thirteenth described tracts of
 land hereinbefore described. That William Nowell and Charles Nowell
 are in possession of lot no. 57 above described, that Birch Saunders
 is in possession of lot no. 30 above described. That J. L. Cameron is
 in possession of Lot no. 131 above described. The residue of said
 real estate is unimproved and no one is in actual possession
 thereof. The said occupants of said land other than Plaintiffs claim
 no title thereto and are ready and willing to pay rent therefor to such
 person or persons as this Court shall declare to be the person or persons
 rightfully entitled thereto, or surrender possession to such person or persons.

Said Mulford claims an interest in said estate adverse to Plaintiffs
 and those entitled in trust with them. That John V. Case and others
 to the Plaintiffs unknown, claiming to be heirs of Newton Case fraudulently
 claim and proclaim that said deceased was not in fact Robson L.
 Broome but in truth was one Newton Case living and dying under
 the assumed name of Robson L. Broome, and that Plaintiffs and
 said others above named claiming to be the heirs of said Robson L. Broome

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in fact are not such heirs or owners of said real estate or personal estate or entitled thereto, but that said John V. Case and the other heirs of said Newton Case are in fact owners of and entitled to said estate.

That said Lindsey M. Gould, and others to Plaintiffs unknown, claiming to be heirs of George Washington Broome, fraudulently claimed and proclaimed that said deceased was not said Robson L. Broome, but was, in fact, one George Washington Broome, living and dying under the assumed name of Robson L. Broome, and that Plaintiffs and the others above named claiming to be the next of kin and heirs of said Robson L. Broome, are not such next of kin and heirs but that said Lindsey M. Gould and others heirs of said George Washington Broome are the next of kin and heirs of said person so called Robson L. Broome. That said persons, other than Plaintiffs, so in possession of said real estate, and said Administrator have been notified of said claims of said Case and others and said Gould and others and refuse to surrender possession of said real estate to Plaintiffs and the others claiming with him as heirs of aforesaid, or to pay rents to them or to pay over said personal estate to them. That said John V. Case and those claiming with him to be the heirs of said Newton Case, and Lindsey M. Gould and those claiming to be the heirs of said George Washington Broome, by their misrepresentations are committing a fraud upon Plaintiffs, and those claiming with them as aforesaid as heirs of said Robson L. Broome, and preventing their possession, and interfering with their rights, and preventing sale of said real estate, and casting a cloud upon the title thereto, and preventing final settlement and adjustment of said personal estate.

That said three several classes of persons claiming as aforesaid to be next of kin and heirs of said Robson L. Broome, are each threatening numerous suits in ejectment for possession of said real estate, and by process of law to compel said Administrator to account to and pay over to them said personal estate. That Plaintiffs and said others so claiming with them as aforesaid (or said other claimants) cannot institute and prosecute actions at law against said several occupants of said real estate, other than Plaintiffs for possession thereof, and thereafter prosecute actions, as in chancery, to quiet the title and possession thereof, without accumulation of actions, long and vexatious delay, and great cost and expense, and it is only by the intervention of this Court, as in chancery, that all the questions and matters involved herein can be settled and all the interests of said adverse claimants can be fully adjusted and declared.

That the matters involved herein are of a common interest to said nephews, nieces, grand-nephews and grandnieces of said Robson L. Broome, and they are so numerous that it is impracticable to bring them all before the Court, and therefore Plaintiffs, sue for the benefit of all.

Now therefore Plaintiffs pray that said defendants be brought into Court; that the ownership and right to possession of said real and personal estate be determined and declared; that defendants be forever enjoined from interfering with the title to or possession of said estate and for all proper relief.

Reid Powell & Godman, P. W. Ayers Attys for Plaintiff.

The State of Ohio,
Delaware County, ss. James Astingstall, mentioned in the foregoing

petition being sworn says the statements in the foregoing petition are true as he believes. James Antingstall.

Sworn to before me and subscribed in my presence this 16th day of January A. D. 1875. O. C. Cogill. Notary Public, Seal

notice

On the 30th day of April A. D. 1875 the following notice and proof was filed with the Clerk of said Court which reads in words and figures, to-wit=
Nathan Bell and Maria Bell his wife, Plaintiffs.

Court of
Common Pleas,
Union County,
Ohio

v.s
John V. Case and others to Plaintiffs unknown, heirs of
Newtown Case, Lindsey M. Gould and others to Plaintiffs
unknown, heirs of George Washington Broome,
Alfred F. Wilkins, William Nowell, Charles Nowell, Beck
Lansdown, J. L. Cameron and David Mulford Defendants.

Defendants

1839

1717

will take notice that on the 2nd day of February, A. D. 1875, the Plaintiffs filed in the Office of the Clerk of said Court, their petition setting forth in substance, that about Sept. 11th 1873, Robson L. Broome died at said County, intestate, unmarried, and childless; that said Wilkins is Administrator of the estate of said Broome; that Broome died seized in fee simple of the following real estate in said County, to-wit=
In Lots 64, 131, 142, 245, 193, 16, 5, part of out lot 21, out lots 37, 30, 33, part of out lot 30, and 6 acres and 50 poles, part of survey 110, 335 1; that Plaintiffs and those united with them in interest are the next of kin and heirs of the said Robson L. Broome, and entitled to his estate, and are in possession of part of said real estate; that said John V. Case, and those claiming with him, as heirs of Newtown Case, and said Lindsey M. Gould and those claiming with him, as heirs of George Washington Broome deny that said deceased was Robson L. Broome, and deny that Plaintiffs and those claiming with them are heirs of said Robson L. Broome or owners of, or entitled to said estate, and claim that they are owners of and entitled to said estate. The prayer of said petition is, that the ownership and right to possession of said estate be by said Court determined and declared; that defendants be forever enjoined, from interfering with said title or possession, and for all proper relief.

Said defendants are required to answer said petition on or before the 10th day of April, 1875. Nathan Bell and others Plaintiffs,
Reid, Powell, Godrum and D. W. Myers, Attorneys for Plaintiffs,
Feb. 10th 1875 C.W.P. 11.

The State of Ohio, Union County, J. N. Shearer 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 Feb. 10th 1875.

J. N. Shearer.

Sworn to and subscribed before me, this 30th day of April 1875. F. J. Arthur, Clerk.
On the 18th day of April A. D. 1876 the following entry was made on the Journal of said Court which reads as follows, to-wit=
Richard Brewster et al

1839

Nathan Bell et. al

1717

Nathan Bell et. al
v.s
John V. Case et. al

Entry

This day can the premises case at the Court with No. 1717 no. 1839, who Defendants. journal entry corrected, and with case No. On the 2nd day of said Court Richard v. Nathan Bell v. John V. Case heirs of George Pudney consolidated the Court said Court consolidated Nathan v. be heard case for of this case part of the residents of John Broome might be States, was proper objections herein were defendant Washington that they Thereupon to the next It is the case by Thereupon defendant It is of this suit and who to

Entry

This day came the said parties by their Attorneys, and the Court being fully advised in the premises do find that there was a Clerical Error in the journal entry of this case at the January Term of this Court 1876, in this, to wit - that said entry shows that the case of Nathaw Bell et al v. John V. Case et al No. 1717 was consolidated with No. 1798, whereas in fact the order of this Court was to consolidate No. 1717 with No. 1839, wherein Richard Brewster et al are Plaintiffs and Nathaw Bell et al are Defendants. It is therefore considered ordered and adjudged by the Court that said journal entry be made to conform to the said order of this Court and that said error be corrected, and that it shall be made to appear that case No. 1717 was consolidated with case No. 1839 and not with case No. 1898.

On the 2nd day of May 1876 the following entry was made by the Clerk on the journal of said Court which reads in words and figures, to wit -

1839

Nathaw Bell et al ^{v. &}
Nathaw Bell et al

1717

John V. Case et al

This day came the said Richard Brewster et al Plaintiffs by their Attorneys Robinson and Piper, and Nathaw Bell and others heirs of John Broome deceased by their Attorneys Reid and Powell and D. W. Ayers, and Theodore L. Fay et al Defendants heirs of George Washington Broome deceased, by their Attorneys Carpenter and Pudney. And it appearing to the Court that these cases have heretofore been consolidated as one case and no party objecting thereto, it is ordered by the Court that these two cases be consolidated as one case, and that the said consolidated case be numbered 1839, and that the title of the consolidated case shall be, Richard Brewster and others against Nathaw Bell and others, and thereupon this cause came on to be heard and the said Plaintiffs are ready for trial and pressed the case for trial, and all of said defendants moved for a continuance of this case. And whereas it was made to appear to said Court, that part of the said defendants, the heirs of John Broome deceased, are not residents of the State of Ohio, and whereas, said defendants, the heirs of John Broome deceased, did then agree to waive any and all rights they might have to remove said case to the Circuit Court of the United States, and whereas the question waived whether notice by publication was properly made, and all defendants herein did then agree to waive objections on that account and did then agree to enter their appearance herein without any further notice or delay. And whereas all said defendants, the heirs of John Broome deceased, and the heirs of George Washington Broome deceased, did then and there declare and agree that they would be ready for trial of this case at the next term of this Court. Thereupon the said plaintiffs consented that this cause may be continued to the next term of this Court.

It is therefore considered ordered and adjudged by the Court that this case be continued to the next Term of this Court.

Thereupon said Plaintiffs obtained leave to make additional parties defendant hereto, no party objecting.

It is further ordered that Plaintiffs give notice by Publication of the pendency of this suit to all persons who claim any interest in this controversy and who have been or may be made parties defendant to this action.

It is further agreed by all the parties that all depositions which have been taken or which may hereafter be taken in this case or in the case of Richard Brewster and others against James C. Wilkins and others No. 1798 shall be admitted as evidence in all cases now pending or that may hereafter arise between same parties so far as competent.

On the 2nd day of October 1876 the following notice and proof of publication was filed with the Clerk of said Court which reads in words and figures, to-wit:

Legal Notice

Notice is hereby given to Theodor S. Fay, Amelia M. Wainwright, Elizabeths Chetwood, Ella B. Edis, Elizabeth P. Gould, Caroline A. Smith, Henrietta A. Barnard, Harriett W. Fay, Augustus P. Fay, John C. Fay, William G. Fay, and Mary P. Fay; also Mary Ann Ladd, Elizabeth Roland and Stephen Roland, Ellen Arnold and Cecil M. Amos, Thomas T. Broome, James Broome and Absalom Broome, Robert Bell, Luther Bell, Mary Shaffer and Joseph Shaffer, Thomas Broome, Felix Broome and Enos Broome, Nancy Elson and Samuel Elson, Margaret Chapman and Joseph Chapman, George Widger, James Arstingstall, George Arstingstall, William Arstingstall, Thomas Arstingstall, Margaret Early and William Early, William Severance, Emma Severance, Azew Severance, Josiah Severance and Sabree Severance, also R. J. Jones and Mary L. Jones, Warren H. Noble, Watson C. Garnett and Laura Garnett, Aaron Latimer, Lucia A. Lattimer, George S. Gage and Helen A. Gage.

Also to the unknown heirs of Elisha Case, dec'd; Also to the unknown heirs of Jos. Wash. Broome, dec'd; Also to the unknown heirs of John Broome, dec'd; Also to the unknown heirs of Robson L. Broome, dec'd; Also to the unknown heirs of Peter Broome, dec'd; Also to the unknown heirs of W^m Broome, dec'd; Also to the unknown heirs of Edwin Broome, dec'd; Also to the unknown heirs of Thos. Broome, deceased; Also to the unknown heirs of Francisca Tiltot, dec'd; Also to the unknown heirs of Margaret Widger, deceased; Also to the unknown heirs of Sarah Wolf, dec'd; Also to the unknown heirs of Nancy Melvin, deceased;

That on the 26th day of July 1875, Richard Brewster, Nancy Brewster, Alice Brewster, Ella Brewster, Arny Brewster, Cyrus Brewster and Edward Brewster, filed their petition in the Court of Common Pleas, of Union County, Ohio, against them and others as defendants, alleging that said plaintiffs are the lawful heirs of Robson L. Broome, late of said County, deceased; that by the order of the Probate Court of said County, A. F. Wilkins, the Administrator of said R. L. Broome, deceased, is required to pay over to the heirs of said Broome, deceased, the sum of Eight Thousand, one hundred and ninety eight and 9/10th Dollars founded on his final settlement and that said Wilkins refused to pay the said sum of money to the Plaintiffs, on demand, because said defendants claim to be the heirs of said R. L. Broome.

The prayer of said petition is, that said plaintiffs be declared the legal heirs of said R. L. Broome, deceased, and said Wilkins be required to pay over said sum of money and the balance of said estate to Plaintiffs as said heirs.

That on the — day of March, A. D. 1876, said plaintiffs filed against them their supplemental petition in the Court of Com. Pleas, alleging that A. F. Wilkins died on the 3rd day of February, 1876, and that James C. Wilkins, Beriah Wilkins, Harriett J. Wilkins and Charles S. Wilkins, are his Executors, and praying that said Executors be made parties defendant.

That on the 12th day of May, 1876, the said Plaintiffs filed their amendment to said Petition in said Court of Common Pleas against them alleging

1717
1839

that persons... they be made... Plaintiffs, fi... of Common P... of the follow... 21, 50 and 193... said County... adjoining the... heirs of said o... of the same... Bell and o... L. Broome... disturbs the... aforesaid be... deceased; an... title and pe... Plaintiffs f... against sa... the heirs of... thereto. @... to answer... aforesaid; a... may 17th 1876-600ff... The State of... The unders... published... general cir... May 17th... Sworn to... On the 2nd... filed with... Nathan Bell... Richard B... Brewster... petition say... pertaining... in posses... is bring... claiman... to the real... tenants... and claim... claim b... are made... named... ask the Co... receiver... as the Co...

that persons had been found who claimed to be the heirs of said R.L. Broome, and asking that they be made parties defendant. That on the 20th day of Sept. 1875, the said Brewster, as Plaintiff, filed their other petition against them, and others, as defendants, in the Court of Common Pleas, alleging that said Robson L. Broome, deceased, died Sept. 11th 1873, seized of the following lands in said County of Union, to wit: In lots nos 64, 30, 32, 131, 142, 21, 50 and 193, and out lots nos 30, 37, 33, 245, 193 and 50 all of the Village of Marysville, of said County; and also of 6 1/2⁰⁰ acres of land in said County, and in survey no. 3351, adjoining the County Fair Grounds of said County; that said Plaintiffs are the lawful heirs of said decedent, and the real owners of said lands, and that they are in the possession of the same, except a small portion thereof in the possession of the defendants, Nathan Bell and others; that said defendants claim to be the legal heirs of said Robson L. Broome, and thereby cast a cloud upon plaintiff's title to the said real estate and disturb their possessions; and the prayer of said Petition is, that Plaintiffs title aforesaid be quieted, and that Plaintiffs be adjudged the legal heirs of said R.L. Broome, deceased; and that said defendants be forever enjoined from disturbing plaintiff's title and possession of said lands; That on the 12th day of May 1876, the said Plaintiffs filed in said Court their amendment to said petition last mentioned, against said defendants, alleging that other ^{persons} had been found who claimed to be the heirs of said R.L. Broome, and asking that all such persons be made defendant thereto. The defendants, so far as they have not already answered are required to answer said petitions and the supplemental petition and the amendments aforesaid, on or before the fourth Saturday of July, 1876.

Robinson & Piper, Attorneys for Plaintiffs.

May 17th 1876 - 620 of 844.

The State of Ohio, Union County, Sd.

The undersigned hereby makes oath that the advertisement hereto annexed was published in the "Marysville Tribune" a newspaper printed in and of general circulation within said County of Union, Ohio, dating from May 17th 1876.

J. H. Shearer.

Done to before me this 28th day of Oct. 1876.

W. M. Winget Clerk

On the 2nd day of March 1876, an amended and supplemental petition was filed with the Clerk of said Court which reads in the words & figures following, to wit:

- 1717 Nathan Bell et al vs John W Case et al Court of Common Pleas, Union County, Ohio.
- 1839 Richard Brewster et al vs Nathan Bell et al Court of Com. Pleas, Union County, Ohio.

The said Richard Brewster, Nancy Brewster, Alice Brewster, Edward Brewster, Ella Brewster, Nancy Brewster & Cyrus Brewster for supplemental petition say, that in the two above original cases consolidated into one case, pertaining to the real estate of Robson L. Broome deceased, the property, whether in possession of the one or the other of the several claimants to said lands, is being neglected and no rents or profits are being derived by either of said claimants. The cloud cast upon the possession and title of plaintiff to the real estate in said petition described is such that none of the tenants of said premises are paying the rent, that though these plaintiffs and claimants see no reason for much delay in the settlement of said claims by the adjudication of two cases consolidated into ~~one~~ which all claimants are made parties, yet there is a possibility of delays as the parties are numerous and the interest valuable. Therefore the Richard Brewster et al ask the Court to appoint a trustee or receiver, pending said suit, to receive rents and take proper care of said property to account for the same as the Court may hereafter order. Robinson & Piper, Attorneys for Brewster.

The State of Ohio, Union County, ss.

A. B. Robinson being first duly sworn says he is one of the attorneys for Plaintiffs. That Plaintiffs are all no residents of and absent from said County, and that the statements in the within amended and supplemental petition are true as he believes.

Sworn to before me and signed in my presence this 2nd day of March 1876. A. B. Robinson. W. M. Winget, Clerk.

On the 3rd day of March 1876 the following notice was filed with the Clerk of said Court which reads in words, to wit -

Nathaw Bell and others Plaintiffs

Court of Comm. Pleas.

1717

v.s

John V. Case and others Defendants

Union County, Ohio.

Consolidated with No. 1837

Richard Brewster and others Plaintiffs

Court of Common Pleas

1837

v.s

Nathaw Bell and others Defendants

Union County, O.

The parties aforesaid plaintiffs and defendants in action No. 1717 and the defendants in action no. 1837 consolidated with no. 1717 into one action will take notice that the Plaintiffs Richard Brewster and others have filed their amended supplemental petition in these cases (or this consolidated case) asking among other things that a Receiver or trustee be appointed to take charge of the property in controversy. And notice is hereby given that application for the appointment of said Receiver or Trustee will be made to his Honor Judge T. B. Cole on next Saturday, or as soon thereafter as it may be heard. Robinson v. Piper.

The State of Ohio)

Attorneys for Brewster et al

Union County) ss. A. B. Robinson being first duly sworn says he served all said parties with the within notice, by leaving a copy thereof with Carpenter and Peckay attorneys of George W. Troone heirs, with D. M. Myers attorney for Bell heirs and other claimants, on the 3rd day of March 1876.

Sworn to before me and subscribed in my presence this 2nd day of March 1876. A. B. Robinson. W. M. Winget, Clerk.

Heretofore on the 15th day of January A.D. 1875, the following answer was filed with the clerk which reads in words and figures to wit -

Richard Brewster et al Plaintiffs

Court of Comm. Pleas, Union County, O.

Nathaw Bell et al Defendants

Answer of

Rebecca Lansdown

one of the defendants in the above entitled cause and for her separate answer to Plaintiffs petition says, she denies that she has no claim to the real estate referred to in Plaintiffs petition except as the tenant of Robson L. Broome. She avers further that in the year 1873 said Robson L. Broome in his lifetime gave her the property referred to in Plaintiffs Petition as gift and that she occupied and took possession of the same as such. This defendant further says that in his life time the said Robson L. Broome told her to come to him and get her deed for the said premises and that through her own neglect she did not get the same while the said Robson L. Broome was living.

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The defend... that said p... as the lo... relief as... The State... Union Co... being duly... answer... Sworn to by...

On the 18th... filed with... Nathaw...

1717

John V.

Richard

1837

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Answer

9 Cross-

-Petition

of G. W.

Broome

heirs

of George W... of Silicia... of G. W. L... Good... A. T. Far... August... York Cl... Broome... Cross... Bell et al... v.s. Nat... That Sa... Geogr W... Samuel... Broome... blood a... That the... Broome... The said... name... County... day of...

This defendant therefore claims that she is the equitable and rightful owner of said premises which described, as near as she can describe them, as follows, A house and lot in the East part of Mansfield, Ohio, and bounded on the north and east by lands owned by D. W. Henderson, on the south by Henry Harrington, and on the west by an alley running from East Center Street to lands owned by D. W. Henderson being six rods in length from East to West, and three rods in width from north to south.

The defendant prays the Court that her right to the same may be protected, that said premises may be ordered and decreed to her by deed or otherwise as the Court may deem proper and for such other and further relief as equity and the nature of the case may require.

The State of Ohio, Union County, St. Rebecca Lousdown the above named defendant being duly sworn says the facts stated and allegations in her foregoing answer are true as she verily believes. Rebecca ^{her} Lousdown ^{attest} this 14th day of June 1876. D. W. Ayers, Notary Public.

On the 18th day of April 1876 the following answer and cross-petition was filed with the Clerk of said Court which reads, in words and figures following, to wit:

1717 Kathaw Bell and Others Plaintiffs against John V. Case and Others Defendants
1839 Richard Brewster and others Plaintiffs against Kathaw Bell and others Defendants
Court of Com. Pleas, Union County, Ohio.
Court of Com. Pleas Union County, Ohio.

Answer and Cross-petition of the heirs of George Washington Broome, deceased, to cases 1717 & 1839. Theodore S. Fay of Silecia Prusia, Amelia M. Wainwright of New York City, Elizabeth P. Chetwood, of Elizabeth, New Jersey, Ella B. Edes of Rome Italy, Elizabeth P. Good and Caroline A. Smith of Rochester New York; Henrietta A. Barnard, of Hartford Connecticut; Harriett W. Fay, Joseph D. Fay, Augustus P. Fay, John C. Fay, William G. Fay and Mary P. Fay of New York City; heirs and only heirs at law of George Washington Broome, deceased, now come and for answers, and lay way of Cross Petition, to Plaintiffs petitions in the cases No. 1717, Kathaw Bell et al v. John V. Case et al and No. 1839, Richard Brewster et al v. Kathaw Bell et al consolidated by order of Court, say: That Samuel Broome at his decease left the following children, to wit: George Washington Broome and Horatio Gates Broome, twins, Samuel P. Broome, Caroline Broome, Elizabeth Broome, Henrietta Broome and Jennette Broome, brothers and Sisters of the whole blood and only children of the said Samuel Broome. That the said Samuel P. Broome and the said Henrietta Broome both died without issue. The said George Washington Broome having assumed the name of Robson L. Broome, died at Mansfield in the County of Union, and State of Ohio, on or about the 11th day of Sept. A. D. 1873, under said assumed name of

The Attorney
sent from
and
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March 1876.
with the
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County, O.
1837
The Plaintiffs
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Robson L. Broome, intestate, deceased and without issue, leaving as his sole heirs at law, the above defendants, decedents of Caroline Broome, Jennette Broome, Harriet's Gates Broome, and Elizabeth Broome to-wit: Theodore J. Fay sole heir at law of said Caroline Broome and Maria W. Wainwright, Elizabeth P. Whitwood and Ella B. Eden, sole heirs at law of said Jennette Broome, Elizabeth P. Gould, Caroline A. Smith, and Harrietta A. Barrard sole heirs at law of Harriet's Gates Broome. Harriett W. Fay and John D. Fay, Augustus P. Fay, John C. Fay, William G. Fay and Mary P. Fay sole heirs at law of Elizabeth Broome.

The defendants admit the allegations in the Plaintiff's petition, in the two above entitled cases 1717 & 1839, setting forth the real estate of which the said Robson L. Broome died seized. The defendants herein also admit that said plaintiff's have each since the decease of said Robson L. Broome procured upon some of the tenants occupying the premises of the said Robson L. Broome to attorn to them, the plaintiff's, and that they still hold, technically, possession of certain portions of the real property of the late R. L. Broome.

These defendants deny however, that either of said plaintiff's have lawful or rightful possession of any portion of said estate, but say that they have, on the contrary, surreptitiously, fraudulently and wrongfully entered upon and seized said premises and still hold possession and fraudulently and wrongfully extort rents from said tenants for the use of said premises, without the shadow or semblance of law, or other rightful authority. These defendants say, that the plaintiff's Nathan Bell and Maria Bell and others claiming to be the heirs of Robson L. Broome, who died in Marysville, Union County, Ohio, on the 11th day of Sept. 1873 and — the ^{known and} unknown heirs of Peter Broome.

The known and unknown heirs of William Broome.

The known and unknown heirs of Margaret Broome.

The known and unknown heirs of Ann Jennie Broome.

The known and unknown heirs of Edward Broome are not, in fact, the heirs of said R. L. Broome, nor do they, nor any of those claiming under or through them, have any right title or interest, either legal or equitable in or to the said estate of the said R. L. Broome, decedent, nor in or to any portion thereof.

The defendants say the said defendants John V. Case and David Mulford and others to these defendants unknown, claiming under Newton Case, or other persons or persons to these defendants unknown are not in fact heirs of the said Robson L. Broome, nor are they entitled to his said estate, or any portion thereof either under or by virtue of any other claim either legal or equitable.

These defendants say that said Robson L. Broome was not known, in early life as Levi Brewster, nor at any other period during his life. They deny that he was, as alleged by said Richard Brewster and others in case no. 1839. Levi Brewster.

These defendants say that said plaintiff, Richard Brewster, Nancy Brewster, Alice Brewster, Edward Brewster, Ella Brewster, Henry Brewster, and Cyrus Brewster, claiming as the heirs of

Levi Brewster entitled to or by any of estate.

Brewster of said estate and seized that all the fraudulently for the use defendant as to the claim a gift during of a certain defendant Lamsdown or equitable

These defendants therein were deceased; a heirship in to exercise These defendants claiming various persons Rebecca S. Broome George W. and that have any described.

Broome was George true and to all of the

These defendants are fraud after a full various use said case used in plain the Court the only the Court and order others, to deceased,

Levi Brewster are not the heirs at law of said R. L. Broome, deceased, and entitled to his said estate as alleged in their petition, nor are they in any way, or by any other claim, either legal or equitable, entitled to any portion of said estate. These defendants say that the pretended heirship of the said Richard Brewster & others is wholly false and fraudulent, and that the portions of said estate now in the possession of the said claimants was extorted upon and seized by them in a clandestine and fraudulent manner and that all the rents, issues and profits, which the said claimants have fraudulently and wrongfully extorted from the tenants and others for the use and occupation of said premises belong of right to these defendants as said plaintiffs will know. These defendants say that as to the claim set up by Rebecca Lamsdown, in her answer, alleging a gift during his lifetime by said R. L. Broome, to said Rebecca Lamsdown of a certain house and lot in the east part of Marysville, these defendants know nothing and therefore they deny that said Rebecca Lamsdown, has, or of right ought to have, any interest either legal or equitable in said estate.

These defendants admit as alleged in plaintiffs petitions, that the several parties therein made defendants are tenants occupying said premises of the said R. L. Broome, deceased; and that they are entitled so to occupy said premises until the heirship in controversy is determined, or other lawful authority constituted to exercise control over said tenants.

These defendants say that the above named plaintiffs, Richard Brewster et al claiming under Levi Brewster - Nathaniel Bell et al claiming under various parties - John V. Case et al claiming under various parties - Rebecca Lamsdown, claiming by virtue of a gift from the said R. L. Broome, - and all others claiming under any other than George Washington Broome - are claiming falsely and fraudulently, and that neither they nor any other persons than these defendants have any right, legal or equitable to the property of the said R. L. Broome described in said petitions. These defendants say that the said R. L. Broome was the son of Samuel Broome and that his true name was George Washington Broome, and that these defendants are his true and only heirs at law, and as such are rightfully entitled to all of the estate of the said R. L. Broome.

These defendants therefore ask that the said plaintiffs and others who are fraudulently claiming to be their heirs of the said R. L. Broome, after a full, fair and impartial investigation of the claims of the various claimants be restrained from seizing and converting to their use said premises, or the rents and profits, and that the cloud cast upon the title of these defendants to said real estate described in plaintiffs petitions be removed and their title thereto quieted, and that the Court order a judgment decree these defendants to be the heirs and the only heirs at law of the said R. L. Broome, deceased, and that the Court decree to them full, complete and peaceable possession of said premises and order all rents, which may have been fraudulently collected by plaintiffs or others, to be paid to these defendants as the rightful heirs of the said R. L. Broome deceased, and for all other proper and equitable relief.

Robert E. Chetwood & Carpenter & Dudley, Attys for Defendants.

The State of Ohio, Union County,

A. J. Carpenter being sworn says he is one of the attorneys of the above named defendants, the heirs of George Washington Broome, deceased, duly authorized in the premises. Affiant further says that the said defendants are all non-residents of the said County of Union, and are now absent therefrom, and that the facts and allegations in said defendants foregoing answer and cross-petition are true both in substance and in fact as this affiant verily believes.

A. J. Carpenter.

Sworn to by A. J. Carpenter before me and signed by him in my presence this 17th day of March A.D. 1876. W. M. Winget, Clerk.

Afterward on the 19th day of April 1876 a Reply was filed with the Clerk of the Court of Common Pleas which reads as follows, to-wit:-

Nathan Bell et al Plaintiffs

Court of Comm. Pleas, Union County, O.

1717

vs
John V. Case et al Defendants

And
Richard Brewster et al Plaintiffs

Court of Comm. Pleas, Union County, O.

1839

vs
Nathan Bell et al Defendants

Reply to the answer and cross-petition

of the heirs of George Washington Broome dec'd, in cases No. 1717 & 1839 by the Plaintiffs Richard Brewster et al.

The said Richard Brewster et al Plaintiffs now come and for Reply to said answer and cross-petition of the heirs of George Washington say: It is not true that said George Washington Broome assumed the name of Robson L. Broome. It is not true that said George Washington Broome died at Mansfield, Union County, Ohio, on the 11th day of Sept. A.D. 1873 or at any other time under the assumed name of Robson L. Broome. It is not true that said Robson L. Broome died without issue. It is not true that said Robson L. Broome left the said defendants (the heirs of George Washington Broome deceased, his heirs at law, and therefore they deny each and all the allegations of said defendants whereby they set up their claim to be the heirs of Robson L. Broome.

The said Plaintiffs admit that the said defendants are the heirs of George Washington Broome, for the purposes of this suit. The said Plaintiffs say it is not true and therefore deny that they wrongfully or fraudulently obtained possession of any portion of said Real Estate but on the contrary all parties who are the tenants of the Plaintiffs were in the lawful possession of said real estate occupied by them and upon demand of said plaintiffs they voluntarily became the tenants of said plaintiffs and continue to be such. That said Plaintiffs further say that they claim possession to no part of said real estate except that occupied by parties who voluntarily attained to plaintiffs. The said plaintiffs say it is not true and therefore they deny that they have wrongfully extorted rents from said tenants for the use of said premises but on the contrary they have never received anything of anyone of said tenants, and have instructed all parties occupying

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any portion of the real estate of the said Robson L. Broome that the only safe way for them was not to pay any rents until someone was properly authorized to receive the rents.

The said Plaintiffs deny that they have ever received any rents or profits from said real estate. The said Plaintiffs deny that the said defendants (Heirs of George Washington Broome) have any interest in said rents and profits, or any portion thereof, and they deny that said defendants have any interest whatever, legal or equitable to any portion of the real estate of said Robson L. Broome.

The said Plaintiffs claim that they are the lawful and rightful heirs of Robson L. Broome deceased, and therefore they ask judgment and decree against said defendants and all others claiming adversely to said Plaintiffs, and that their pretended claims may be adjudged fraudulent and void and for such other and further relief as is right and proper. Robinson and Piper Attys for Plaintiffs.

Richard Brewster et al.

The State of Ohio Union County, S. A. Robinson being first duly sworn says that he is one of the Attorneys of the said Plaintiffs Richard Brewster et al. that said Plaintiffs are all non residents of said Union County and absent therefrom and that the allegations of said Reply are true as therein believed.

S. A. Robinson

Sworn to before me and subscribed in my presence this 19th day of April 1876. M. M. Wright Clerk.

On the 11th day May 1876 the following amended petition was filed with the Clerk of said Court, to wit:

Richard Brewster et al Plaintiffs vs Nathaniel Bell et al Defendants Court of Com. Pleas, Union County, Ohio Amendment to the Petition.

The said plaintiffs by leave of the Court now come and file their amended account to their petition and say, in addition to their original petition; that David Medford, R. J. Jones and his wife Mary L. Jones, Warren Noble, Watson C. Garnett and his wife Lucra Garnett; Amos Lattin and his wife Lucia S. Lattin, George S. Gage and his wife Helen A. Gage and others the unknown heirs of Elisha Case deceased, claim that they are true and legal heirs of said Robson L. Broome, deceased, and that the true name of said Robson L. Broome was Elisha Case. But plaintiffs say that the pretended claim of said Medford and R. J. Jones and others the heirs of Elisha Case, is false and fraudulent. The Plaintiffs further say that Sarah Wolf who was married to James Wolf, Nancy Ann Melvin who was married to Jeremiah Melvin are daughters of said John Broome deceased, and sisters of the whole blood of said Peter Broome, & William Broome and Thomas Broome. And that said Sarah and Nancy died leaving children and plaintiffs believe that some of them are still living but the names and residence of said children are unknown to said plaintiffs and that said children are entitled to a share of the pretended claim of said Nathaniel Bell and others.

That the plaintiffs believe these other persons who are descendants of John Broome deceased the names of whom are to plaintiffs unknown who are interested in the pretended claim of said Bell and others.

That the unknown heirs of said George Washington Broome deceased are interested in the events of this suit.

That the unknown heirs of Robson Lovett Broome are interested in the result of this suit. That one of said persons herein enumerated are necessary parties to this suit, before a full and final adjudication of all adverse claims can be had in this case. Therefore, Plaintiffs ask that of said persons be made parties defendant hereto, and that they be required to set up their pretended claims, and that they be enjoined from hereafter setting up any such pretended claims against plaintiffs and for such other and further relief as is right and proper.

Robinson and Piper Attys for Plaintiffs.

The State of Ohio, Union County, ss. Aaron B. Robinson being first duly sworn, says that he is one of the Attorneys of said Plaintiffs, that that said Plaintiffs are all non residents of said County and absent therefrom, and the allegations of the foregoing amendment to Plaintiffs petition are true as he believes. A. B. Robinson.

Sworn to before me by A. B. Robinson and by him subscribed in my presence this 11th day of May A. D. 1876. W. M. Winget, Clerk. On the 11th day of May 1876 the following affidavit was filed with the Clerk of said Court, to-wit-

Richard Brewster et al Plaintiffs	} Court of Common Pleas, Union Co. Ohio Affidavit for publication.
Nathan Bell et al Defendants	

The State of Ohio, Union County, ss.

Aaron B. Robinson being first duly sworn, says that he is one of the Attorneys of said Plaintiffs in this action, that all of said defendants as far as they are known by Plaintiffs are not residents of the State of Ohio and are absent therefrom and summons cannot be served upon any of them within the State of Ohio, except Nathan Bell and Maria Bell and David Mulford, and that this action is brought to quiet title to lands situated in Union County, Ohio, and said Plaintiff wish to obtain service on all of said defendants by publication except Nathan Bell and Maria Bell. Aaron B. Robinson

Sworn to before me by said A. B. Robinson and subscribed by him in my presence this 11th day of May 1876. W. M. Winget Clerk.

The following notice was thereupon filed with the Clerk of said Court, to-wit-

Legal Notice
Notice is hereby given to Theodore Fay, Arnelia M. Wainwright, Elizabeth Chetwood, Ella B. Edin, Elizabeth P. Gould, Caroline A. Smith, Henrietta A. Barnard, Harriett W. Fay, Augustus P. Fay, John C. Fay, William G. Fay and Mary P. Fay, also Mary Ann Ladd, Elizabeth Roland and Stephen Roland, Ellen Aronson and Cecil M. Amos, Thomas Broome, James Broome, James Brown and Absolom Broome, Robert Bell, Luther Bell, Mary Shaffer and Joseph Shaffer, Thomas Brown and Felix Brown and Erastus Brown, Nancy Elson and Samuel Elson, Margaret Chapman and Joseph Chapman, George Widger, James Astingstall, George Astingstall, George Astingstall, Thomas Astingstall, Margaret Earley and William Earley, Severance, Emma Severance, Hazen Severance, Josiah Severance and Isabel Severance, also R. J. Jones and Mary L. Jones, Warren A. Noble, Watson C. Garrett and Laura Odell, Aaron Latimer, Lucia A. Latimer, George S. Gage and Helen Gage,

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Also to the unknown heirs of Elisha Case deceased,
 also to the unknown heirs of George Washington Broome, deceased,
 also to the unknown heirs of John Broome deceased,
 also to the unknown heirs of Robson Lovett Broome deceased,
 also to the unknown heirs of Peter Broome deceased,
 also to the unknown heirs of William Broome deceased,
 also to the unknown heirs of Edwin Broome deceased,
 also to the unknown heirs of Thomas Broome deceased,
 also to the unknown heirs of Jeremia Talbot deceased,
 also to the unknown heirs of Margaret Wedge deceased,
 also to the unknown heirs of Sarah Wolf deceased,
 also to the unknown heirs of Nancy Melvin deceased,

That on the 26th day of July 1875. Richard Brewster, Nancy Brewster, Allie Brewster, Ella Brewster, Henry Brewster Cyrus Brewster filed their petition in the Court of Common Pleas of Union County, Ohio, against them and others as defendants alleging that said plaintiffs are the lawful heirs of Robson L. Broome late of said County deceased, that by the order of the Probate Court of said County, A. F. Wilkins the Administrator of said R. L. Broome deceased,

the sum of Eight Thousand One hundred and ninety eight & 4/100 dollars found due on his first settlement, and that said Wilkins refused to pay the said sum of money to the plaintiffs on demand because said defendants claim to be the heirs of said R. L. Broome.

That on the day of March 1876 said plaintiffs filed against them their supplemental petition in said Court of Common Pleas, alleging that A. F. Wilkins died on the 3rd day of February 1876, and that James C. Wilkins, Beriah Wilkins, Harriett J. Wilkins and Charles S. Wilkins are his executors, and praying that said Executors be made parties defendants. That on the 12th day of May 1876 the said plaintiffs filed their assessment to said petition in said Court of Common Pleas against alleging that persons had been found who claimed to be the heirs of said R. L. Broome and asking that they be made parties defendants.

That on the 20th day of September 1875 the said Brewsters as Plaintiffs filed their other petition against them and others as defendants in the Court of Common Pleas alleging that said Robson L. Broome deceased, died Sept. 11th 1873 seized of the following lands in said ^{Union} County, to wit: On Lots Nos 64, 30, 92, 131, 142, 21, 50 & 193 and out lots nos 30, 37, 33, 245, 193 and 50 all of the Village of Mansville of said County, and also of 6⁵⁰/₁₀₀ acres of land in said County and survey no. 3351 adjoining the County fair grounds of said County, and that said plaintiffs are the lawful heirs of said decedent and the real owners of said lands and that they are in possession of the same except a small portion thereof in possession of the defendants Nathan Bell and others. That said defendants claim to be the legal heirs of said Robson L. Broome and thereby cast a cloud upon plaintiffs to said real estate and disturb their possession and the prayer of said petition is that plaintiffs title of or said be quieted, and that plaintiffs be adjudged the legal heirs of said R. L. Broome deceased, and that said defendants be forever enjoined

from disturbing plaintiff's title and possession of said lands.
 That on the 17th day of May 1876 the said Plaintiff filed in said Court their
 amendment to said petition last mentioned against said defendants
 alleging that other persons have been found who claimed to be heirs
 of said R. L. Broome and asking that all such persons be made
 defendants thereto. The defendants so far as they have not already
 answered are required to answer said petition and supplemental
 petition and the amendments aforesaid on or before the fourth
 Saturday of July 1876. (May 17, 1876.) Robinson & Piper Atty for Plaintiff.

The State of Ohio, Union County, ss.

I the undersigned hereby subscribe that the advertisement hereto
 annexed was published in the "Maysville Tribune" a newspaper
 published in and of general circulation within said Union County, O.
 dating from May 17th 1876.

J. A. Shearn.

I do hereby swear before me this 28th day of Oct. A. D. 1876. W. W. Wiegert, Clerk,
 On the 15th day of September A. D. 1876 an answered cross petition
 was filed with the Clerk of said Court which reads as follows, to wit-

Answer to cross-petition of Nathau Bell et al

Richard Brewster and others Plaintiffs

Court Com. Pleas, Union Co., Ohio,

Nathau Bell and others Defendants

The said Nathau Bell, Maria

Bell, Maria Ann Ladd, Elizabeth Holand intermarried with Stephen
 Holand, Ellen Ann intermarried with Cecil M. Annas, Thomas
 Broome, James Broome, Alston Broome, Robert Bell, Luther
 Bell, Mary Shaffer intermarried with Joseph Shaffer, Thomas Broome,
 Felix Broome, Enos Broome, Nancy Elson intermarried with
 Samuel Elson, Margaret Chapman intermarried with Joseph Chap-
 man, George Wedger, James Artingstall George Artingstall, Thomas
 Artingstall, William Artingstall, Mary Artingstall and Margaret
 Earley intermarried with William Early, William Severance and
 Hazen Severance, Josiah Severance, Emma Severance, Isabella
 Severance and the unknown heirs of Ann Juliana Talbot and the
 unknown heirs of Edward Broome now commenced say for
 their answered cross-petition herein that on or about the 11th day
 of Sept. A. D. 1873 Robson L. Broome died at the said County of Union
 intestate, unmarried and childless and seized in fee simple of the
 lands and tenements described in the petition of Nathau Bell and
 Maria Bell and in the petition herein of Richard Brewster and others
 and the said parties above named hereby adopted the allegations and statements
 of said petition of Nathau Bell and wife as their own in reference
 to the description, location and possession of the said several tracts
 and parcels of land therein described.

And these said defendants further answering say that upon
 the death of said Robson L. Broome as above stated intestate these
 defendants became and are the owners of the said real estate in fee
 simple as the next of kin and heir at law of said Robson L. Broome
 and as such entitled to the possession of said real estate, and have
 possession of the tracts mentioned as one, seven, eleven & thirteen
 in said petition, and that the other twelve are in possession of

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the other parties therein named who will surrender the possession thereof to their defendants if the Court shall determine they are the legal heirs of R. L. Broome, deceased. These defendants further say that the said Richard Brewster and others united with him as heirs of Levi Brewster fraudulently claim that the said deceased was, not in fact Robson L. Broome, but in truth and in fact was one Levi Brewster, living and dying under the assumed name of Robson L. Broome. And the said John V. Cascard and others united with him as heirs of Newton Case, fraudulently claim that said deceased was not in fact and in truth Robson L. Broome, but was in fact Newton Case living and dying under the assumed name of Robson L. Broome, and that the said Lindley M. Gould and others united with him as heirs of George Washington Broome, fraudulently claim that said deceased was not in truth Robson L. Broome, but was in fact George Washington Broome living and dying under the assumed name of Robson L. Broome. That the claim of each and all of said parties claiming as heirs of Levi Brewster, Newton Case and George Washington Broome, are each and all false and fraudulent and without any foundation in fact, and they have in fact, no right to make such claim, and are not the heirs and have no right to any interest in said estate of Robson L. Broome.

The said parties defendants hereby answering say they are entitled as the real and true heirs of Robson L. Broome to all the relief prayed for in their behalf by said Nathan Bell and wife in their petition herein filed, and they adopt all the allegations of said petition as their own, and therefore ask upon the final hearing of this case, that the said defendants above named be declared to be the true and legal heirs of said Robson L. Broome deceased, and as such entitled to the ownership and right to possession of said real estate herein described, and that the said parties claiming as heirs of said Levi Brewster, Washington Broome and Newton Case be forever enjoined from interfering with the title to or possession of said real estate and for all other and proper relief. Reid Powell & D. W. Ayers, Attys for said Defendants.

The State of Ohio, Union County, ss.
 D. W. Ayers being sworn, says that he is one of the attorneys of the above named Nathan Bell and others duly authorized, that Nathan Bell and Maria Bell and those entitled in interest with them are not residents of said County of Union, and that the facts stated and allegations in the foregoing pleading are as affiant believes true.

Sworn to before me and signed in my presence, this 15th day of Sept. 1876.
 W. M. Winget, Clerk.

On the 12th day of August 1876 a subpoena 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 Granting: We command you to notify David Newford Newford that he has been sued by Richard Brewster et al in the Court of Common Pleas of Union County and that unless he answer by the 9th day of Sept. A. D. 1876 the petition of the said Richard Brewster et al 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 subpoena on the 21st day of Aug. A. D. 1876.
 Witness my hand and the seal of said Court this 12th day of August 1876,
 W. M. Winget, Clerk.

Seal

Dummons was returned and filed August 15th A. D. 1876. endorsed by the Sheriff as follows, to-wit = The State of Ohio, Union County, Sh. Rec'd this writ Aug. 12th 1876. and pursuant to its command on the same day I served the within named David Mulford by delivering to him personally a certified copy of this writ with the endorsements thereon. Fee, service 10^{cts} mileage 10 Cents, 25 - return, 15 - \$1.00
John C. Price, Sheriff

Afterward on the 18th day of Sept. A. D. 1876 an entry was made by the Clerk in the journal of said Court which reads as follows; to-wit =

1839
Entry
Richard Brewster and others
vs
Nathaw Bell and others

Bill to quiet title.

This day came on to be heard on motion of the defendants to the Court to direct an issue in this case to be tried by a jury, to-wit = that the issue whether either the Plaintiffs or the Defendants are the heirs of R. L. Broom late of said County of Union deceased if either of them, which of them are such heirs. Whereupon the Court sustain said motion and order said issue to be tried by a jury and thereupon the defendants demanded a struck jury to try said issue and thereupon said struck jury was drawn by the parties and a Verdict issued returnable on Wednesday of this week.

Afterward on the 19th day of Sept. A. D. 1876 the following entry was made on the journal by the Clerk of said Court, to-wit =

1839
Entry
Richard Brewster and others
vs
Nathaw Bell and others

This day came the said parties and thereupon came the struck jury, to-wit = John T. Tilton, John Morris, J. M. Andrews, Robert Paris, Warren Owen, Jefferson Richey, W. Herary, Aaron Shick, Thomas Branson, William Perkins, John Curry, John W. Allister, Jonas Clive, Richard Tyler, Luther Troner and Ralph Bonnett; And the said William Perkins requested to be excused from the said jury and by consent of all parties he was excused, and thereupon upon the motion of defendants this cause was continued to Tuesday the 26th day of September 1876 at one o'clock P.M.

Afterward on the 20th day of Sept. A. D. 1876 an answer was filed with the Clerk of said Court which reads as follows, to-wit =

1717
Nathaw Bell et al Plaintiffs
against
John V. Case et al Defendants
and
Richard Brewster et al Plaintiffs

Court of Com. Pleas, Union County, Ohio

1839
Nathaw Bell et al Defendants

Court of Com. Pleas, Union County, Ohio

ans. cross-petition of Elisha Case deceased and of David Mulford to the above cases Nos 1717 & 1839. Robert J. Jones and his wife Maria L. Jones, Warren T. Noble, Watson C. Garrut and his wife Laura Garrut, Amos Latimer and his wife, Lucia A. Latimer; George S. Gage's wife Helen A. Gage, all of the County of Hartford and State of Connecticut, Heirs, and only heirs at law of

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Elisha Case, deceased, and David Newford of Union County, Ohio, now come and for answer and by way of Cross-Petition to Plaintiffs in the said case now 1714 of Nathaw Bell et al. vs. John V. Case et al. and No. 1839, of Richard Brewster et al. consolidated by order of Court come and say: That Elisha Case, at his decease, left as his only heirs at law; Mary L. Jones, now the wife of Robert Jones; Warren P. Noble; Laura Garritt, now the wife of Watson C. Garritt; Lucia A. Lattimer, now the wife of Arnon Lattimer, and Helen A. Gage, now the wife of George S. Gage, all grand children of the whole blood.

The said Elisha Case having assumed the name of Robson L. Broome, died at Marysville, in the County of Union, and State of Ohio, on or about the 11th day of Sept. A.D. 1873, under the assumed name of Robson L. Broome, of said, intestate and leaving as his sole heirs at law the above named grand children. Defendants admit the allegations in the Plaintiffs Petitions, in the two ^{above} entitled cases, Nos. 1714 & 1839, setting forth the real estate of which the said Robson L. Broome died seized.

Defendants deny that either of said Plaintiffs have a lawful or rightful possession of any portion of said estate upon which they have surreptitiously, fraudulently and wrongfully made entry extorting rents from tenants without the shadow or semblance of law or other rightful authority.

The defendants say; that the Plaintiffs, Nathaw Bell and Maria Bell and others claiming to be the heirs of Robson L. Broome, who died in Marysville, Union County, Ohio, on the 11th day of September A.D. 1873; and the known and unknown heirs of Peter Broome;

the known and unknown heirs of Margaret Broome;

the known and unknown heirs of Ann Jennine Broome;

the known and unknown heirs of Edward Broome;

the known and unknown heirs of George Washington Broome;

the known and unknown heirs of Samuel Broome;

the known and unknown heirs of Caroline Broome;

the known and unknown heirs of Merritt Broome;

the known and unknown heirs of Horatio Gates Broome;

the known and unknown heirs of Elizabeth Broome; Richard Brewster, Nancy Brewster, Allie Brewster, Edward Brewster, Ella Brewster,

Henry Brewster, Cyrus Brewster and other known and unknown

heirs of Levi Brewster; the known and unknown heirs of Robson Lovitt Broome, viz: Nathaw Bell, Maria Bell et al. are not the

heirs ^{at law} of Robson Lovitt Broome, deceased, who died in Marysville, Union County, State of Ohio, on or about the 11th day of September A.D. 1873, under the assumed name of Robson Lovitt Broome

as aforesaid, nor as they in any way entitled to his said estate as alleged in their several petitions; nor are they in any way, or by any other claim, either legal or equitable, entitled to any portion of said estate. Said defendants say; That said Robson L. Broome was not known at any time in life as Levi Brewster, as alleged by said Richard Brewster et al. case No. 1839; and Defendants say; That the pretended heirship of the said Richard Brewster et al. is wholly false and fraudulent.

Said Defendants say; That the said Robson L. Broome, was not known at any time in life as George Washington Broome, as alleged by

said heirs of George Washington, in their answer and cross petition to case No. 1717, Nathaw Bell et al. vs John T. Case, et al. and case No. 1839, Richard Brewster, et al. vs Nathaw Bell et al.; and defendants say: That the pretended heirship of the said Heirs of George Washington Broome is wholly false and fraudulent.

Said defendants further say: That Nathaw Bell, Maria Bell, et al, are not the heirs at law of Robson L. Broome, as alleged in their petition Case No. 1717, and that their pretended heirship is wholly false and fraudulent; and that the said Robson L. Broome was not known at any time in life as Robson Lovitt Broome, as alleged by the said Nathaw Bell, Maria Bell et al.

These defendants say: That the above named Plaintiffs, Richard Brewster, et al, claiming under Levi Brewster; Nathaw Bell, et al, claiming under various disguises and pretences; George S. Fay et al, claiming under one George Washington Broome are not in fact heirs of the said Robson L. Broome, nor do they as alleged in their said several petitions, have any claim, legal or equitable, to any portion of said estate; and that their pretended heirship is wholly false and fraudulent; and that the portions of the estate now in possession of the said claimants were taken upon and seized by them in a clandestine and fraudulent manner; and that all the rents, issues and profits, which the said claimants have wrongfully extorted from the tenants of said premises, belong of right to these defendants. These defendants say they know nothing about the alleged claim set up by one Rebecca Lamsdown, claiming the gift of a house and lot, and therefore deny that the said Rebecca Lamsdown has, or of right ought to have any interest, either legal or equitable, in said estate. These defendants say that the above named Richard Brewster, et al, claiming under Levi Brewster; Nathaw Bell, et al, claiming under various parties, disguises and pretences - Theodore S. Fay et al, claiming under one George Washington Broome, and various other parties - Rebecca Lamsdown claiming by virtue of a gift - and all others claiming under any other than Elisha Case, are claiming falsely and fraudulently; and that neither they nor any other persons than these defendants have any right, legal or equitable, to the property, real and personal of the said Robson L. Broome. These defendants say that the true name of Robson L. Broome, was Elisha Case, and that these defendants are his only descendants and his true and lawful heirs at law, and as such are rightfully entitled to all the estate, legal and equitable, real and personal of the said Robson L. Broome.

These defendants, therefore, ask that the said plaintiffs and all others who are fraudulently claiming to be the heirs of R. L. Broome, after a fair, full and impartial investigation of the claims of the various claimants be restrained from seizing and converting to their own use said premises, or the rents and profits thereof, and that the clouds cast upon the title of these defendants to the said real estate be removed and their title thereto quieted; and that the Court order, adjudge and decree these defendants to be the heirs and the only heirs at law of the said Robson L. Broome, deceased; and that the Court decree to them full, complete and

peaceable possession and fraudulent the rightful and proper The State of one of the de for the above decreases, be of the Court and alleged are true-believers.

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peaceable possession of said premises, and order all rents, which may have accrued and fraudulently collected by Plaintiffs, or others, to be paid to these defendants as the rightful heirs of the said R. L. Broome, deceased, and for all other, and further, and proper relief.

The State of Ohio, Union County, S. D. Mulford being duly sworn says he is one of the defendants in the above case and is the duly authorized agent for the above named persons, his co-defendants, the heirs of Elisha Case, deceased. Affiant further says: that his co-defendants are now residents of the County of Union, and are now absent therefrom, and that the facts and allegations in said defendants foregoing answers and cross petition are true both in substance and in fact as the affiant verily believes.
D. Mulford.

Sworn to by D. Mulford before me and signed by him in my presence this 20th day of Sept. A. D. 1876. W. M. Winget, Clerk.
Sept. 26th A. D. 1876 the following reply was filed with the Clerk of said Court, to-wit: Richard Brewster et al Plaintiffs

1839

Reply

Nathan Bell et al Defendants

Court of Common Pleas, Union County, Ohio.

The said Plaintiffs now come and in reply to the answers and cross-petitions of the several defendants say that the several allegations of said Defendants Nathan Bell et al, his co-defendants claiming that they are the heirs at law of Robson L. Broome, deceased, are false and untrue, and Plaintiffs deny that said Robson L. Broome was the Uncle, or was in any way related to said Defendants, Bell and others, or to anyone of them, and deny that they are entitled to any portion of said Real Estate.

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That the several allegations of the said David Mulford and Robert J. Jones and his wife Maria L. Jones and others their co-defendants claiming to be the heirs of Elisha Case are untrue so far as they declare that they are the heirs at law of said Robson L. Broome, deceased, and they (Plaintiffs) deny that said Elisha Case assumed the name of Robson L. Broome, and deny that said Broome is the same person as said Case, and deny that said defendants or anyone of them, are the heirs at law of said Robson L. Broome, deceased.

The said Plaintiffs repeat their allegations in their petition and cross-petition, and ask judgment and decree as therein prayed for.
Robinson and Piper Attys for Pliffs.

The State of Ohio, Union County, S. A. B. Robinson being first duly sworn says that the Plaintiffs are all now residents of said County and absent therefrom, and that he is their attorney, and that the allegations of the foregoing reply are true as he believes.
A. B. Robinson.

Sworn to and subscribed in my presence this 25th day of Sept. A. D. 1876.
W. M. Winget, Clerk.

Also on the day, to-wit - Sept 26th A. D. 1876, the following entry was made on the Journal of said Court, to-wit -

1839

Richard Brewster and Others

Court of Common Pleas, Union County, Ohio.

Nathan Bell and Others

Entry This day came on this cause to be heard by the Court, and thereupon the Court direct and order that the following issues be submitted to the jury herein before struck to be duly impaneled, to-wit =

- 1st Are Richard Brewster and others claiming to be the legal descendants of Levi Brewster, deceased, the legal heirs of Robson L. Broome late of Union County, Ohio, deceased, or are they not such heirs?
- 2nd Are Maria Bell and others claiming to be the legal descendants of John Broome, deceased, the legal heirs of Robson L. Broome, late of Union County, Ohio, deceased, or are they not such heirs?
- 3rd Are Elizabeth P. Gould and others claiming to be the legal descendants of George Washington Broome, the legal heirs of Robson L. Broome, late of Union County Ohio, deceased, or are they not such heirs?
- 4th Are Maria L. Jones and others, claiming to be the legal descendants of Elisha Coe, deceased, the legal heirs of Robson L. Broome late of Union County, Ohio, deceased, or are they not such heirs?

It is further ordered by consent of parties that in the trial of the said issues each set of claimants first introduce their evidence in chief in turn in the order above stated, and then evidence in defense by each set of claimants in the same order, and then each give evidence in rebuttal in the same order.

This submission herein is confined to the question as to who are the heirs of said Broome as far as the real estate is concerned described in the pleadings herein and to no other property whatever.

6th Did the said Robson L. Broome die testate or not?
 And thereupon an entry was made in the Journal of said Court which reads in the words following, to-wit =

1839
 vs
 Nathaw Bell, et al.

Entry This day came the parties and thereupon this cause came on to be heard, and thereupon came the jury men heretofore selected under the statute for struck Jurors, and thereupon a jury of Twelve good and true men having the qualifications of Jurymen was duly impaneled and sworn to try the issues herein before directed and ordered to be tried by a jury, to-wit =

Said jury so impaneled and sworn as aforesaid are as follows, viz: John F. Tilton, John A. Morrow, J. M. Andrews, Robert Paris, Walnut Oursu, Jefferson Richey, Thomas Bramson, John Cury, John M. Allister, Richard Tyler, Luther Turner & Ralph Bonnett, and the Court having made some progress in the trial of said issues adjourned until tomorrow morning at 8 1/2 o'clock.

Afterwards on the 5th day of Oct. 1876 the following entry was made in the Journal of said Court which reads as follows, to-wit =

1839
 vs
 Nathaw Bell, et al.

Entry This day came the parties and thereupon came the jury herein before impaneled in this case, who, having from day to day since the impaneling thereof heard the evidence, arguments

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 1st We the jury say that...
 2nd We also find...
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1839
 Entry

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of counsel and the charge of the Court, this day return their verdict in the words and figures following which the Court order to be recorded and the jury discharged and the Court bring of the opinion that this is a proper case justifying the calling of a struck jury do order that the jury be paid by the County and charged in the bill of costs. The Verdict so returned is as follows, to-wit=

- 1st We the jury in this case being duly empaneled and sworn do find and say that Richard Brewster and others claiming to be the legal descendants of Levi Brewster deceased, are the heirs of Robson L. Broome deceased, late of Union County, Ohio.
- 2nd We also find that Maria Bell and others, claiming to be legal descendants of John Broome deceased, are not the legal heirs of Robson L. Broome deceased, late of Union County, Ohio.
- 3rd We also find that Elizabeth P. Gould and others, claiming to be the legal descendants of George Washington Broome, are not the legal heirs of Robson L. Broome, late of Union County, Ohio, deceased.
- 4th We also find that Maria L. Jones and others, claiming to be the legal descendants of Elisha Case deceased, are not the legal heirs of Robson L. Broome, deceased.

On the 11th day of Oct. A.D. 1876, an entry was made by the Clerk in the journal of said Court which reads as follows, to-wit=

1839
Entry

Nathaniel Bell and others

vs

Richard Brewster and others

This day came the parties and thereupon came on this cause to be heard by the Court upon the petition, cross-petition and answers of the defendants respectively, and the plaintiffs replies thereto, and the verdict of the jury and exhibits and evidence and arguments of the Counsel. Whereupon the Court being fully advised in the premises do find the several allegations of the plaintiffs petition to be true and that said Plaintiffs are the legal heirs of said Robson L. Broome, deceased, entitled to the peaceable and quiet possession of the Real Estate in said petition described, and that the said several claimants thereto named as defendants are not the legal heirs of said Robson L. Broome deceased, and the said claims of the Plaintiffs should in equity be quieted against their said unlawful claims. Therefore it is considered, ordered and adjudged by the Court here that the said Plaintiffs be and they are hereby declared to be the legal heirs of said Robson L. Broome deceased, as against all of the defendants and their right, title, possession and control of said Real Estate be and the same is hereby quieted against the said claims or claims of the said several defendants, who in the said pleadings are described as the descendants of John Broome deceased. And said defendants so claiming are enjoined from interfering with or claiming any interest, right, or title to or in the said real estate, and further that the said defendants who in the pleadings are described as the descendants of Elisha Case deceased and holding under him and his descendants be enjoined from interfering with, or claiming any interest, title or use of said real estate, and the title, possession and control of the same is hereby quieted in the plaintiffs as against the said claimants

under the said Elisha Case deceased, and further the title, possession and use of the Plaintiff in and to said Real Estate because the same is granted as against the claim of the said defendants, who in said pleadings are described as the legal heirs of George Washington Broome deceased, and they are enjoined from interfering with or claiming said Real Estate, and further it is ordered and decreed by the Court that the Plaintiff recover of the said defendants, claiming as the descendants of Elisha Case the costs herein expended by Plaintiff so far as it relates to that branch of the case; and that the Plaintiff recover of the defendants described as the heirs of George Washington Broome deceased their costs expended so far as it relates to that branch of the case.

And further that Plaintiff recover of the defendants described as the descendants of John Broome deceased, their costs herein expended so far as it relates to that branch of the case; and the said last mentioned parties having demanded a struck jury, it is ordered that the jury fees be taxed to the last above mentioned branch of the case, and further it is ordered that if either of the above set of claimants shall fail for forty days from the rising of this Court to pay their costs so as aforesaid adjudged to be taxed by the Clerk as aforesaid according to law that execution issue therefor upon judgments at law, and further by consent, the question as to the claim of Harrison Lauderborn and his wife to the lot on which they reside described as such in the pleadings so far as they or they claim said property was given to them by said R. L. Broome deceased is hereby dismissed without prejudice and the rights of the parties in that regard are left for future settlement or adjudication.

And thereupon notice of appeal is given by and on behalf of the said defendants claiming as descendants of John Broome deceased, by their attorneys, and notice of appeal is given by and on behalf of the said defendants claiming as descendants of George Washington Broome deceased; and notice of appeal is given by and on behalf of the defendants claiming as the descendants of Elisha Case deceased; and thereupon the Court fix the bond for the perfecting of the appeal on behalf of each of the said set of claimants at the sum of Five Hundred Dollars, and further it is ordered and decreed that the right title and possession of the plaintiff be and the same is hereby granted against the claim or claims of all other defendants in this cause.

Afterwards on the 16th day of Oct. A. D. 1876 an entry was made in the journal by the clerk of said Court which reads as follows, to-wit-

1839

Richard Brewster and others
vs
Nathan Bell and others

Entry

By consent of all parties Edward E. Cole is hereby appointed Receiver for the purpose of taking care of the Real Estate described in the pleadings in this case, and collecting back rents and future rents and paying the taxes on the same and exercising such acts as may be proper and necessary to protect, preserve and use said premises, and if any persons have unlawfully

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taken or held possession of any part of the same, the said Receiver by consent of parties and the decree of this Court is authorized and empowered to bring and maintain in his name as said Receiver any suit or action necessary and proper to protect preserve or use said premises or to regain possession thereof, And said Receiver is required to give bond in the sum of One Thousand Dollars with surety to the satisfaction of the clerk of this Court for the faithful performance of his duty and properly accounting to the Court for the same.

Afterward on the 18th day of Oct. A. D. 1876 the following bond was filed with the clerk of said Court which reads as follows, to-wit =

Whereas Edward E. Cole was on the 16th day of Oct. A. D. 1876 duly appointed a Receiver in the case of Richard Brewster, et al. Plaintiffs against Nathaw Bell and others Defendants, now pending in the Court of Common Pleas of the County of Union, to take possession of all the Real Estate belonging to the estate of the late R. L. Brown. Now therefore, Edward E. Cole as principal and W. W. Woods and J. B. Cole as sureties undertake to the State of Ohio in the sum of One Thousand Dollars that Edward E. Cole shall faithfully perform his duty as such Receiver and pay over all money and account for all property which may come into his hands by virtue of such appointment at such times and in such manner as the said Court may direct.

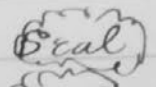
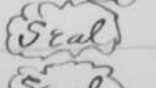
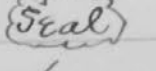
Edward E. Cole, W. W. Woods, & J. B. Cole

The above bond and sureties approved by me this 18th day of Oct. A. D. 1876.
W. M. Winget Clerk, Court of Com. Pleas Union Co. O.

Thereupon the following appeal bond was filed with the clerk of said Court, to-wit = Know all men by these presents that we, Nathaw Bell, B. W. Keyes and George P. Cross are held and firmly bound unto Richard Brewster and others claiming as heirs of Levi Brewster, deceased, in the penal sum of Five Hundred Dollars to the payment of which well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, our Executors and Administrators, Signed by us and dated this 2nd day of Nov. A. D. 1876.

The condition of the above obligation is such that whereas the said Nathaw Bell and others, claiming as heirs and descendants of John Brown, deceased, have taken appeal from a certain judgment and decree rendered against them and others in favor of the said Richard Brewster and others Plaintiffs in the Court of Common Pleas within and for the County of Union in the State of Ohio at the September Term thereof A. D. 1876 for the sum of Eight Hundred and thirty seven and ⁰⁸/₁₀₀ Dollars, and decree quieting title to the district Court within and for the County of aforesaid.

Now if the said Nathaw Bell and others so appealing shall abide and perform the order and judgment of said district Court and shall pay all money costs and damages which may be required of or awarded against them by said District Court, then this obligation to be void, otherwise to remain in full force and virtue in law.

Signed Nathaw Bell 
B. W. Keyes 
George P. Cross 

I approve the above bond with sureties thereunto this 15th day of Nov. 1876. W. M. Winget. Clerk.

Afterwards on the 25th day of June A. D. 1877 the following motion was filed with the Clerk of said Court, to-wit:-

Richard Brewster and others Plaintiffs } District Court of the Third Judicial
v. } District of Ohio,
Nathau Bell and others Defendants }

mo. to
dismiss
appeal

The Plaintiffs now come and submit their motion to have ^{the} appeal in this case dismissed for the following reasons, 1st That the appeal Bond was not executed and filed within the time prescribed for doing so, but on the contrary said defendants filed said bond after the expiration of the time allotted for doing so.

2nd For the reason that bond was not for sufficient amount, the costs taxed in the case for which judgment was rendered against said defendants was for the sum of \$817.58 whereas the bond is for only \$500⁰⁰. The said Plaintiffs therefore move for an order requiring an additional bond for an amount sufficient to cover costs, and probable costs, and in default thereof that the appeal be dismissed.

Robinson & Piper, Attorneys for Plaintiffs, afterwards on the 3rd day of January A. D. 1878 a motion was filed with the Clerk of said Court which reads as follows, to-wit:-

Richard Brewster and others Plaintiffs } Union County, O. District Court.
v. }
Nathau Bell and others Defendants }

2nd mo. to
dismiss
appeal

Now comes the Plaintiffs and represent that the appeal in this case ought to be set aside and a new bond ordered for the reasons following, to-wit:- That the sureties on said bond are unwilling to remain on said bond as sureties, and represent that they did not understand the nature of said bond when they signed the same, and did not know that they made themselves liable for the amount of said bond. They also represent that said bond is insufficient in amount and therefore they move the Court to set aside said bond and order a new one and for other proper relief. Robinson & Piper, Attys for Plff.

The statements above written are true and we ask to be relieved as sureties in the appeal bond in the said case, B. W. Keys.
Feb. 17, 1877. Geo. P. Cross.

On the 4th day of Jan. A. D. 1878 the following entry was made in the Journal of said Court, to-wit:-

Richard Brewster, et al, }
v. }
Nathau Bell, et al, }

This day came the Plaintiffs and submitted their motion to the Court requiring an additional appeal bond to be made in this case and thereupon the Court being fully advised in the premises do find that the appeal bond made in this case is insufficient in amount. It is therefore ordered, considered, adjudged and decreed, that the said defendant make and file according to law a new appeal bond in the case for the sum of one thousand Dollars by Saturday morning the 5th day of Jan. 1878.

On the 5th day of Jan. 1878 the Court which Richard B.

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On the 5th day of January A.D. 1878 the following motion was also filed in said Court which reads, to-wit-

Richard Brewster et al.

vs.

Nathan Bell et al.

District Court, Union County, Ohio.

Mo. to
dismiss
appeal

And now comes the Plaintiffs and submit a motion to dismiss in this case for the reason that defendants have failed to file an additional appeal bond as directed by this Court and for the reason assigned in their former motion submitted in this case to this Court to dismiss said appeal. Robinson & Piper, Attorneys for Plaintiffs.

Also on the 5th day of Jan. A.D. 1878 the following entry was made by the Clerk in the Journal of said Court which reads, to-wit-

Richard Brewster, et al.

vs.

Nathan Bell, et al.

On motion to the Court and it appearing that the appellant has failed to comply with the order herein for a new undertaking on the appeal and they not desiring further time to file such undertaking. It is therefore considered by the Court that said appeal be and hereby is dismissed upon the motion of Plaintiffs.

And the judgment of the Court of Common Pleas of Union County Ohio is hereby revived and confirmed. Continued on next page.

On the 9th day of September A. D. 1879, a motion was filed with the Clerk of the Court of Common Pleas of Union County, Ohio which reads as follows: Union County, O.
 Richard Brewster Nancy Brewster, et al. Plaintiffs }
 vs } In Court of Com. Pleas,
 Nathaw Bell, Maria Bell, et al. Defendants }

And now come William A. Taylor and Susan Taylor his wife (in her right) George L. Talbot, Sarah L. Davis, Enos Brown, George Widger, Felix Brown, Margaret Chapman, Charles L. Bell and Robert Bell, Nettie Koland and Lillie Koland, Cecil Amos and Ellen Amos his wife, and Stephen Koland and Elizabeth Koland who were named as parties defendant in the above entitled action and the actions with ^{which} the same was consolidated and represent that they were never served with process in the said action, nor either of them, nor in any actions now or heretofore pending in said Court the subject matter of which is or was the real or personal estate lately belonging to one Robson Lovett Brown, late of said County, deceased, nor did they in any way acknowledge service or process or enter any appearance therein, nor authorize any appearance to be entered for them by any person whomsoever; and that they were never served in said actions otherwise than by publication. They further represent that during the pendency of said actions, or either of them they did not, nor did either of them have any actual knowledge and notice thereof in time to appear in said Court and make defense thereto, nor had they any actual notice during the pendency of said actions or either of them that there were then pending any such actions in which their rights or claims of right were sought to be affected or determined, and they further say that they have a full complete and meritorious defense to said actions of said Brewsters which they would have set up and maintained had they known of the pendency and object of such actions. Therefore they move the Court here that the judgments and decrees heretofore rendered in said actions be opened, and these parties, upon such notice and other terms as may be reasonable (to be determined by the Court) may be let in to defend and have leave to file their answers to the petitions of said Plaintiffs therein. By

Looney & Albaw attorneys for said moving parties.
 Afterwards on the 5th day of Oct. A. D. 1880, an entry was made in the Journal of said Court which reads as follows, to wit: -
 Richard Brewster et al,
 vs
 Nathaw Bell et al,

1839.

This day came William A. Taylor, Susan Taylor, George L. Talbot, Sarah L. Davis, George Widger, Felix Brown, Margaret Chapman, Charles L. Bell, Robert Bell, Nettie Koland, and Lillie Koland, Cecil Amos and Ellen Amos his wife, Stephen Koland and Elizabeth Koland his wife, by their counsel and this cause came on for hearing upon their motion to open up the decrees heretofore made, and let them in to answer and defend, and the said Plaintiffs appeared to said motion by Messrs Robison & Robinson their counsel, and the Court having heard said motion and the affidavits and evidence thereupon and arguments of counsel, are of the opinion that said motion is well taken and ought to be sustained.

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It is therefore ordered that said judgment and decree be so far opened as that said moving defendants shall be let in to defend and that they have leave to file their answer in said original action, which is done accordingly.

It is further ordered that said moving defendants be and they are required to secure the costs to be hereafter made in the case, on or before December 1st 1880, and that said Plaintiffs have leave to reply or otherwise plead within the same time. And all questions as to past cost the question is reserved for future action. And the Plaintiffs except to said ruling and judgment of the Court, and the parties to said cause now agree in open Court that in future hearing of this cause, the depositions heretofore taken by any and all parties, so far as competent, may be read, and as to the testimony of any deceased witnesses who may have testified in this cause, the same rule shall apply as if said persons had originally all been personally served with process in the case.

Afterward on the 5th day of Oct. A.D. 1880 an answer was filed with the Clerk of said Court which reads as follows, to-wit-

Richard Brewster, Nancy Brewster et al, Plaintiffs, Union County ss.
against
Nathaw Bell, Maria Bell et al. Defendants, Court of Com. Pleas.

Separate answer of William N. Taylor and other Defendants. And now come William N. Taylor, and Susan Taylor, his wife, (in her right), George L. Talbot, Sarah L. Davis, Enos Broome, George Widger, Felix Broome, Margaret Chapman, Charles L. Bell and Robert Bell, Nettie Koland and Lillie Koland, Cecil Amos and Ellen Amos, his wife, and Stephen Koland and Elizabeth Koland, who are named as parties defendant in the above entitled action, and the actions with which the same was caused to be, and the decrees in said actions having been, upon their motion opened and they let in to defend - do upon leave of the Court file this their answer - by way of both answer and Cross-petition - to the amended and supplemental petitions of said plaintiffs; and for such answer say that they deny each and every allegation of said amended and supplemental petition as well as the original petition of said Plaintiffs, except those allegations setting forth the last residence, and the death of said Robson Lovett Broome in said Union County; the appointment, qualification and doings of his administrator; the condition of his estate, and the proceedings of the Probate Court of said County in respect thereto, and said answering defendants further say that Robson Lovett Broome was the true name of said decedent intestate, that these answering defendants are a part of heirs at law of said intestate, and as such entitled to participate in the distribution of his estate; and that the claim of heirship thereto, set up by said Plaintiffs, is false and fraudulent and wholly without foundation in fact, as also the claims of those defendants alleging themselves to be the heirs of George Washington Broome and Newton Case respectively, and that the name of said intestate decedent was never at any time either Levi Broome, as alleged by said Plaintiffs, nor George Washington Broome nor Newton Case as alleged in some of the answers; but that said decedent was the son of John Broome (who died in Washington County, Ohio, and was christened in infancy by the name of Robson Lovett; said answering defendants therefore pray that this Court will

will proceed to Enquire, either directly, or through the intervention of a special Master Commissioner appointed for that purpose - into the merits of the respective claims of said plaintiffs and their answering defendants to heirships to said intestate decedent, and right to participate in the distribution of his Estate; and that upon such finding, this Court (having jurisdiction of the whole matter) will make such orders and decrees, and render such judgments in the premises, as will settle the respective rights of the parties, and require the distribution to the answering defendants of their share of said estate, and for such other and further relief as equity and the nature of the case requires. By P. B. Cole & Son, & Loomis and Albani, The State of Ohio, Union County, ss.

W. B. Loomis being first duly sworn says, that he is one of the attorneys of record of the said answering defendants named in the foregoing answer and that said defendants are all non-residents of, and now absent from said County of Union and that the several matters and things set forth in the foregoing answer are, as he verily believes true in substance and in fact, W. B. Loomis. Subscribed in my presence and sworn to before me this 5th day of Oct. A. D. 1880.

W. M. Winger, Clerk.

Bond for costs filed 1107: 24-1880

Richard Brewster et al. Plaintiffs vs Nathan Bell et al. Defendants

In Union Court, Pleas.

This undertaking witnesses, whereas certain of the defendants in this case were non-residents of the State of Ohio and filed a motion in this case to open up a judgment rendered in said Court against them, which motion was sustained and said judgment was at the September Term of this Court A. D. 1880, ordered to be opened up, and the moving defendants, to wit: W^m A. Taylor, Susan Taylor, George L. Talbot, Sarah L. Davis, George Widger, Felix Broome, Margaret Chapman, Charles L. Bell Robert Bell, Kittie Holand and Lillie Holand, were ordered by the Court at said Sept Term that said moving defendants are required to secure the costs hereafter to be made in this case on or before the 1st day of December A. D. 1880.

Now P. B. Cole and S. N. McCloud security for said W. A. Taylor and others the said moving defendants do hereby undertake and promise the said Richard Brewster, Nancy Brewster and the other Plaintiffs in this case that they the said parties will pay all costs that have heretofore accrued in this case since the making of said order to secure costs as well as all further costs that may accrue therein hereafter, Nov. 24th A. D. 1880, signed, P. B. Cole.

S. N. McCloud.

The above bond and sureties approved by me this 24th day of Nov. A. D. 1880.

W. M. Winger Clerk

Union County Com. Pleas Court

afterwards on the 12th day of Sept. A. D. 1881 the following Reply was filed with the Clerk of said Court, to wit -

Richard Brewster et al. vs Nathan Bell, et al.

Court of Com. Pleas, Union County, Ohio.

see next page

Reply to answer
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Reply to answer of William H. Taylor, Susan Taylor his wife, George L. Talbot, Sarah L. Davis, Enos Broome, George Widger, Felix Broome, Margaret Chapman, Charles L. Bell, Robert Bell, Nettie Koland and Lillie Koland, Cecil Aron, Ellen Aron, Stephen Koland and Elizabeth Koland.

Now come the Plaintiffs and for Reply to said defendants answer filed Oct. 5th 1880 say, they deny that the said defendants had no actual notice of said pendency of said cause before the decree was taken therein on the 11th day of Oct. 1876 and on the contrary Plaintiffs say the said defendants were parties in said cause and had full knowledge of the same long before said Sept. Term of said Court in 1876, and Plaintiffs said decree remains in full force and unreversed, quieting the title to said lands against said defendants and they are thereby barred from further rights therein except so far as they have been authorized by this Court herein to come in and make defence if it prove true if it prove true that they had no knowledge of said proceedings and decree prior to the rendering thereof.

Therefore in addition to the averments of the Plaintiffs petition they here aver that said decree is binding on said defendants and they deny that said defendants or either of them are heirs of said Robson L. Broome aforesaid, and deny that they have any interest whatever in his estate and therefore pray as they did in their original petition, Robinson & Robinson Attorneys for Plffs. The State of Ohio Union County, ss.

A. B. Robinson being duly sworn deposes and says, he believes the allegations of the foregoing Reply to be true and that the Plaintiffs are all non-residents of said County of Union and absent therefrom and he is one of the Attorneys for Plaintiffs in this cause duly authorized in the premises.

A. B. Robinson.

Sworn to before me and signed in my presence by A. B. Robinson this 12th day of Sept. A. D. 1881.

W. M. Winger, Clerk.

Afterward on the 14th day of Sept. A. D. 1881 an Entry was made in the Journal of said Court which reads as follows, to wit:-

Richard Brewster et al, vs Nathaw Bell, et al.

1839

This day came the Plaintiffs and withdrew their motion to make defendants answer more certain, and this cause came on to be heard on the motion for bond to secure costs; whereupon the Court find the bond filed for that purpose in defection in form, it is ordered that defendants file new bond to secure the costs in accordance with former order herein, and thereupon the bond is filed instant and this cause is rescheduled for hearing on Tuesday Sept. 27th 1881. Thereupon said bond was accordingly filed with the Clerk of said Court, and is in the words and figures following, to wit:-

Richard Brewster et al, vs Union County Common Pleas Nathaw Bell et al.

1839

This undertaking witnesses that whereas certain of the defendants in this case were non-residents of the State of Ohio and filed a motion in this case to open up judgments rendered in this case against them by this Court which motion was sustained and said judgments were at the Sept. Term 1880 of said Court ordered to be opened up and the moving defendants, to wit:- next page

William H. Taylor, Susan Taylor, George S. Talbot, Sarah L. Davis, Enos Broome
 George Kidger, Felix Broome, Margaret Chapman, Charles L. Bell, Robert Bell,
 Kettie Holand and Lillie Holand, Cecil Anson, Ellen Anson, Stephen Holand
 and Elizabeth Holand were ordered by the Court at said Sept. Term A.D. 1880
 to secure the costs thereafter to be made in this case on or before the 1st day of
 December A.D. 1880; and whereas before the last mentioned day such an
 undertaking was filed to the approval of the Clerk but which undertaking by
 mistake omitted the names of a part of said moving defendants and missnamed
 two of them, and whereas the Court for that reason required a substituted
 undertaking to be filed which should correctly name all the ^{said} moving defendants,
 Now therefore in compliance with the last mentioned order W. P. B. Cole
 and S. N. McCloud as sureties for said moving defendants do hereby
 undertake and promise the said Richard Broome and others the plaintiffs
 in this case that said sureties will pay all costs that have accrued since
 said original order for security for costs was made, as well as such costs
 as may hereafter accrue in this case if the same are adjudged against
 said moving defendants, or either of them, signed P. B. Cole.
 S. N. McCloud.

The above bond and the sureties thereon approved by me this
 14th day of September, 1881. W. M. Winget, Clerk.

Afterwards on the 29th day of Sept. A.D. 1883 a verdict was made on the found
 by the Clerk of said Court which reads as follows, to wit:

Richard Broome et al,
 vs
 Kathaw Bell et al,

1839

Judgment
 Entry

This day came on this cause to be heard by the Court
 on the pleadings and evidence between the plaintiffs and the defendants W. H. Taylor
 and others who filed their answer herein on the 5th day of Oct. A.D. 1880.

Whereupon the Court find from the evidence in favor of the Plaintiffs and against the
 said defendants and that the allegations of the Plaintiffs amended petition and
 supplemental are true and the allegations of said answer are not proven.

It is therefore considered ordered and adjudged by the Court that the title
 and possessions of said Real Estate in said petition described be quieted in the
 said plaintiffs as prayed for in said petition, and that plaintiffs recover of said
 defendants the costs herein expended taxed to \$.

Thereupon the said defendants give notice of their intention to appeal
 this cause to the District Court and the Court fix the appeal bond at
 \$200.⁰⁰

Attest J. D. Brugner Clerk.

Read before
 the court
 State of Ohio,
 A.D. 1882 a petition
 PA 161
 Petition
 Royer Wheel
 of M. 30
 incorporated
 several bills of
 credits there
 \$86.75
 On ac
 and ch
 To J. M. Sw
 " "
 " \$55.00
 On Janua
 charge to
 " To J. M. Sw
 " "
 " \$100.00
 On
 received
 To J. M. Sw
 " Mary
 " \$100.00
 On July 1.
 and ch
 To J. M. Sw
 " Mary
 credits=
 Dec 15-1882. Be
 indebtedne
 " "
 the defen
 the sum of
 with interest
 ask judgm
 the State of
 A. D.
 plaintiff
 founded up
 only now
 allegations

Hear 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. 1882. Heretofore, to-wit: on the 22nd day of December A.D. 1882, a petition was filed with the clerk of said court which reads as follows, viz:

No 4161
Petition

Royer Wheel Company Plaintiff
vs
J. M. Swemer Defendant

Court of Common Pleas Union County Ohio

The plaintiff says that they are a corporation duly incorporated under the laws of the State of Ohio, that their action is founded upon four several bills of exchange of which the following are copies with the endorsements and credits thereon.

"\$86.75 Cincinnati O. July 11 1881
On October 30 1881 pay to the order of ourselves Eighty Six ⁷⁵/₁₀₀ Dollars value received and charge to the account of,
To J. M. Swemer, Marysville O Royer Wheel Company
Geo. L. House & P

"\$55.00 Cincinnati Ohio Oct 10th 1881
On January 20 1882 pay to the order of ourselves Fifty five dollars value received and charge to the account of,
To J. M. Swemer Marysville O Royer Wheel Company
Geo. L. House & P

"\$100.00 Cincinnati O November 7, 1881
On July 1st 1882 pay to the order of ourselves One Hundred ⁰⁰/₁₀₀ dollars value received and charge to account of,
To J. M. Swemer Marysville O Royer Wheel Company
Geo. L. House & P

"\$100.00 Cincinnati O November 7, 1881
On July 1, 1882 pay to the order of ourselves One Hundred ⁰⁰/₁₀₀ dollars value received and charge to account of,
To J. M. Swemer Marysville, O Royer Wheel Company
Geo. L. House & P

"\$100.00 Cincinnati O November 7, 1881
On July 1, 1882 pay to the order of ourselves One Hundred ⁰⁰/₁₀₀ dollars value received and charge to account of,
To J. M. Swemer Marysville, O Royer Wheel Company
Geo. L. House & P

"\$100.00 Cincinnati O November 7, 1881
On July 1, 1882 pay to the order of ourselves One Hundred ⁰⁰/₁₀₀ dollars value received and charge to account of,
To J. M. Swemer Marysville, O Royer Wheel Company
Geo. L. House & P

"Credits=
sec 15-1882. Rec^d of J. L. Cameron as assignee of J. M. Swemer \$75.22 to apply on the above indebtedness.

There are no other or further credits thereon. There is now due from the defendant to the plaintiffs on said bills after crediting said payment the sum of two hundred and eighty one ⁷⁵/₁₀₀ Dollars which plaintiffs claim with interest @ 6% from the 15th day of December A.D. 1882, and for which plaintiffs ask judgment.
A. J. Carpenter, Atty for Plaintiffs

The State of Ohio Union County ss.
A. J. Carpenter being sworn says that he is the attorney for the above named plaintiffs in this action and duly authorized. That the plaintiffs action is founded upon written instruments for the unconditional payment of money only now in possession of affiant. Affiant further says that the facts stated & allegations contained in the 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 day of December A.D. 1882. J. L. Bourque, Clerk

Præcipe To Clerk= Issue summons for defendant in the above entitled case returnable according to law. Indorse "Amt-Claimed \$281.75; 6¢ int. from Dec. 15, 1882" A. J. Carpenter, Atty for Pff

On the 22nd day of December A.D. 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 J. M. Zwerner that he has been sued by the Royer Wheel Company in the court of common pleas of Union County, and that unless he answer by the 20 day of January A.D. 1883 the petition of said Royer Wheel 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 1st day of Jan A.D. 1883. Witness my hand and the seal of said court, this 22nd day of Dec A.D. 1882.

J. L. Bourque, Clerk.

Sheriff Return The State of Ohio Union County ss. Received this writ. Dec 22 A.D. 1882 at 11 o'clock A.M. and pursuant to its command, on the 23rd day of December 1882 I served the same by delivering a certified copy thereof with the endorsements thereon to the within named J. M. Zwerner. Service 30 mileage 16 cop 20 Total \$1.66.

John Kobemack Sheriff.

Upward, on the 31st day of January A.D. 1883 an entry was made on the journal of said court which reads as follows, viz;

Notice Entry Royer Wheel Company vs J. M. Zwerner

And now comes the said Royer Wheel company and the said J. M. Zwerner having failed to demure or answer to the petition of the said Royer Wheel Company, it is considered that the said Royer Wheel company ought to recover the said sum of \$281.75 so demanded in its petition together with the sum of 61 cents which the court finds due as the interest thereon up to Jan 8 1883 the first day of this term as prayed for in said petition; it is therefore considered that the said Royer Wheel company recover against the said J. M. Zwerner the said sum of \$282.36 (with 6¢ int. from Jan 8th 1883) together with its costs in and about its suit in this behalf expended taxed to \$

Attest J. L. Bourque Clerk By W. M. Winger - Deputy

Read before house in the to of January A. the clerk of said Dreddy Res

no 4157 Petition

R. P. Amur... purpose of car... that this the a copy with a " \$125.72 " sixty a " One hundred

Credit: There are no dand on said thereon at 69

The State of O named plac... riffs action... money only... facts stated... believes.

sworn to by December

Præcipe To Clerk= according

On the 16th da reads as foll

Summar The State of O We commo sand in the day of Janua Office of Soc singly - A.D. 1882, A.D. 1882,

Sheriffs Return The State of pursuant with the en Service 30

Read before his honor John A. Price Judge at a court of common pleas begun and held in the court-house in the town of Marysville within and for the county of Union and State of Ohio on the 8th day of January A.D. 1883. Heretofore, to wit on the 16th day of December A.D. 1882 a petition was filed with the clerk of said court which reads as follows viz;

No A157
Petition

Duddy Merchaval & Sand. Plffs
vs
R. P. Amrine Defendant

Court of common pleas Union County Ohio.

The plaintiffs say: That they are copartnership formed for the purpose of carrying on business in the State of Ohio and unincorporated.

That this their action is founded upon a promissory note of which the following is a copy with all the credits thereon, to wit:

" \$125.72 Raymond C. July 6. 1882
" Sixty days after date I promise to pay to the order of Duddy Merchaval & Sand "
" One hundred and twenty-eight and 2/100 dollars at 6% interest - value received "
(Signed) R. P. Amrine.

Credit: July 6th 1882 - By \$6.82 paid

There are no other credits or indorsements thereon. There is now due to plaintiffs from the defendant on said note the sum of One Hundred and twenty one & 2/100 dollars with interest thereon at 6% from July 6. 1882 which plaintiffs claim for which they ask judgment

A. S. Carpenter, atty for Plffs.

The State of Ohio Union County, S.S.

A. S. Carpenter being sworn says that he is the attorney of the above named plaintiff in the above entitled case and duly authorized therein, that the plaintiffs action is founded upon a written instrument for the unconditional payment of money only which is now in the possession of affiant - affiant further says that the facts stated and allegations contained in the foregoing petition are true as he verily believes.
A. S. Carpenter

Sworn to by A. S. Carpenter before me and signed by him in my presence this 16th day of December 1882.
Lester Randall, Deputy Clerk

Præcipe To Clerk - Issue summons against defendant in the above entitled case returnable according to law - Enclose "Amt Claimed \$121.92 @ 6% int from July 16 1882.
A. S. Carpenter Atty for Plffs

On the 16th day of December A.D. 1882 a summons was issued by the Clerk of said court which reads as follows viz

Summons The State of Ohio Union County S.S. To the Sheriff of the county of Union Greeting:
We command you to notify R. P. Amrine that he has been sued by Duddy Merchaval & Sand in the court of common pleas of Union County, and that unless he answer by the 15th day of January A.D. 1883 the petition of said Plaintiff against him filed in the clerks office of said court, such petition will be taken as true and judgment entered accordingly. You will make due return of this summons on the 26th day of December A.D. 1882. Witness my hand and the seal of said court, this 16th day of December A.D. 1882,
John L. Bourque Clerk

Sheriffs Return The State of Ohio Union County S.S.
Received this writ Dec 16th 1882 at 10 o'clock A.M. and pursuant to its command, served the same by delivering a certified copy thereof with the endorsement to the within named R. P. Amrine on the 17th day of Dec 1882
Service 30 Mileage 130 Copy 20 Total \$210
John Kobensack, Sheriff.

afterward on the 17th day of January 1883 an entry was made on the journal of said court in the above case which reads as follows, viz:

No 1157 Duddy, Kercheval & Sand }
 Entry R. P. Amine }

And now comes the said Duddy Kercheval & Sand and the said R. P. Amine having failed to demurr or answer to the petition of the said Duddy Kercheval & Sand, it is considered that the said Duddy, Kercheval & Sand ought to recover the said sum of \$121.92 so demanded in his petition together with the sum of \$3.65 which the court finds due as the interest thereon as prayed for in said petition computed to the first day of this term (Jan 8th 1883). It is therefore considered that the said Duddy, Kercheval & Sand recover against the said R. P. Amine the said sum of \$125.57 together with his cost in and about his suit in this behalf expended taxed to \$ -

Attest J. D. Burger clerk
 By W. M. Winget Deputy

Plea before his honor John A. Rice Judge at 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 8th day of January A. D. 1883. Heretofore to-wit; on the 5th day of December A. D. 1882 a petition was filed with the clerk of said court which reads as follows, viz:

No 1158 Mary A. Bancroft, Plaintiff }
 Plaintiff }
 William Hunt Plaintiff }
 against }
 J. W. Wilcox Defendant }
 Court of common Pleas Union County Ohio

Plaintiffs say: That in the years 1878 and 1879 they were copartners doing business under the firm name and style of Bancroft & Co. that while so associated as copartners in business plaintiffs sold and delivered to defendant at his request bills of goods as follows, to-wit:

Sep 25 th 1878	To Invoice 4 mos due Jan 25, 1879	\$328.80
Oct 5 th 1878	" " 4 " " Feb 5 th 1879	293.98
Nov 1 st 1878	" " " " from Nov 10 th 1878	126.14
Nov 1 st 1878	" " " " do days from Nov 10 th Jan 17 th 1879	148.32
		<u>\$897.14</u>

Credits		
Sep 10, 1879	By cash	\$116.62
	To balance due by average	Jan 1 st 1879
		<u>780.52</u>
Oct. 19 th 1880	credit	207.14
		<u>\$ 754.78</u>

(An itemized statement of said account is hereto attached marked "A")
 Plaintiffs say there is due them from the defendant upon said account the sum of Seven hundred & fifty nine & 75/100 dollars, which they claim with interest thereon from the 1st day of January A. D. 1879 and for which they ask judgment.
 A. S. Carpenter Atty for Plaintiff
 The State of Ohio Union County ss.

A. S. Carpenter being sworn says that he is the attorney for the above named plaintiffs. That said plaintiffs are nonresidents

of said county.
 the facts state
 Affiant being
 sworn to by
 Under A. D. 1883

Amiga acct
 "A" Mr J. W. O
 Whose dea
 1st Bea
 7193 793. 1st Wh
 9312. 2" No
 7. 1" Be
 2" Be
 1" Po
 1" Fr
 1797. 1" M
 105. 1" B
 1" M
 2" Pa
 1" B
 5767. 1
 236. 1
 7212 - 1st
 8306 1"
 7196 1"
 2"
 3"
 1"
 7553 1"
 5778 5"
 6674 2"
 7141 1"
 7206 4"
 8756 1"
 1"
 2570
 5447
 8253
 7396
 8774
 7341

of said county of Union and State of Ohio and an answer thereto. Affiant further says that the facts stated and the allegations contained in plaintiffs foregoing petition are true as this affiant verily believes. A.T. Carpenter

Sworn to by A.T. Carpenter before me and signed by him in my presence this 5th day of October A.D. 1892. J.L. Burge, Clerk.

Summa acct
"A"

Philadelphia Sep 25th 1878.

Mr J.W. Wiley Waverille Ohio Bought of Bancroft & Co Importers & jobbers and Wholesale dealers in Staple and fancy dry goods Nos 405 & 407 Market Street.

7193	1 ^{pc}	Black Alpaca	54 ²⁰	1883-
7193	1 ^{pc}	White Flannel	27 ³⁶	954
9812	2"	Repellent	46 ⁷⁵	4913
7	1"	Black Cashmere	61 ⁸⁰	5207
	2"	Colored	114 ⁷⁵	8616
	1"	Pouge lining	52 ⁴⁷²	2648
	1"	France	61 ¹¹²	709
1997	1"	Mixed Brocade	32 ²⁰	1130
105	1"	Bourette	50 ²²	1123-
	1"	Poplin Loustre	51 ¹²²	638
	2"	Pacific Brocade	109 ¹⁸	1774
	1"	Brown Alpaca	51 ³⁰	1530
5767	1	Brochu Shawl		1280
236	1	" "		1100
Credit 4 months due Jan'y 25/79				\$ 32880

Oct 5th 1878

7212	1 ^{pc}	Red Flannel	29 ¹⁷²	516
8306	1"	" "	31 ²⁷²	860
7196	1"	White "	32 ²⁵	819
	2"	Opera "	36 ²⁷	990
	3"	Jummy Silk	35 ⁹⁵	2975-
	1"	Black "	25 ⁷⁰	1750
7553	1"	" "	26 ¹¹⁰	2200
5178	3"	Alpaca Louvre	25 ³¹⁸	4654
6674	2"	Key Jean	95 ¹⁸	1710
7141	1"	" "	44 ¹⁴	616
7206	4"	Rob Roy Flannel	199 ³²²	4476
8756	1"	Colored Cashmere	57 ⁷⁵	4312
	1"	Scotch Plaid	47 ²⁵	1124
	1	Dress "	32 ⁸	414
Credit 4 months Feb 5 th 79				29388

Nov 4th 1878

	1 ^{pc}	English Terry	19 ³²²	634
	1"	Plaid	42 ¹⁹²	531
2570	1"	Hainwoot	20 ⁷³	470
5447	1"	" "	20 ²⁹	680
8253	1"	French Seaman	2 ⁴⁰⁰	1000
7396	1"	Fancy Casemen	15 ¹²⁵	1876-
8774	1"	" "	15 ⁶⁷	675-
7341	2"	Polonair cloth	25 ⁸²	2413

1 yd	Blue Drill flannel	67 ²	22 ²	1519
1 "	Canvas "	51 ³	6 ²	336
1 "	" "	48 ¹	9 ²	458
1 "	" "	45	12 ²	563
1	Bleached Damask	26	60	1560
credit 4 months from Nov-10/78 and Jan 10/79				\$126 14

Nov 11th 1878

7226	1 yd	Bingham	54	6 ²	351
	1 "	" South	49 ²	7 ²	371
8067	1 "	Hickory Shirting	52 ²	9	473
7726-	1 "	Ficking	62	15-	934
7922	1 "	"	48	12	603
	18 "	Fancy Print	822 ³	5 ²	4800
	3 "	Fruiman "	248	5-	1240
	1 "	Crash	40	10	400
7729	1 "	"	25-	8 ²	213
	1 "	Hick "	29	6 ¹	181
6554	1 "	Buna "	12	11 ²	140
6558	1 "	" "	12 ²	9 ²	119
	1 "	Covert Jean	57 ³	8 ²	491
	1 "	Gold "	57	8	456
	1 "	7/8 Bleached Muslin	54 ¹	6 ²	366
	1 "	Frst- " "	55-	8 ¹	454
7899	1 "	4/4 " "	48	7	336
	1 "	" "	38 ³	10 ²	407
	1 "	Brown "	40	6	240
	1 "	Deperit "	42	6 ²	273
	1 "	+ + "	80	6	480
	2 "	Fremont 6 6 "	46 ²	52	530
	3 "	" "	129 ²	6 ³	874
1 W loan & 2 Cooprage					100
credit 60 days from Nov 10, 78 and Jan 10, 79					14832

Sep 10th 1879. By Cash \$116.62

Entry- I hereby waive the issuing and service of summons and enter my appearance herein this 5th day of December 1882 J.W. Wilcox

On the 17th day of January 1883 an entry was made on the journal of said Court as follows.

Entry } Bancroft & Co }
 vs } J.W. Wilcox }
 And now come the said Bancroft & Co against the said J.W. Wilcox having failed to answer or answer to the petition of the said Bancroft & Co it is considered that the said Bancroft & Co ought to recover the said sum of \$759.78 so demanded in their petition together with the sum of \$183.10 which the Court finds due as the interest thereon computed up to January 8th 1883 as prayed for in said petition. It is considered that the said Bancroft & Co recover against the said J.W. Wilcox the said sum of \$942.88 together with their cost in this behalf expended taxed to &

Attest J.C. Brugner, Clerk
 By W.M. Wisigel - Deputy

Pleas before the court have on the 8th day of answer on coa
 Petition
 Mary A. Ho
 N.D. Degeo
 Plaintiffs say on a promiss November 1881 of Two Hound The plaintiff the same is du interest to tr against the e Eighteen cen
 The State of C
 duly sworn, e says that th this affiant premises. Subscribed March A.D. 1882,
 Note
 promise l at the rate year. with anthony a waine the c of said cour thereon a ga on said no Specified in right of app Execution a all errors to out any wa release in a Witness on Richwood C Mary A. Ho
 Answer
 N.D. Degeo

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 5th of March A.D. 1883 a petition and answer in cognovit was filed with the clerk of said Court which read as follows, viz;

Petition

Petition and answer in cognovit.

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

Mary C. Hawn & Joseph Hawn Plaintiffs

Petition

vs

Civil action for money only.

N. D. Degood & Lester Oliver Defendants

Mary C. Hawn and Joseph Hawn the above named

Plaintiffs say that there is due to Mary C. Hawn from N. D. Degood and Lester Oliver defendants on a promissory note made by the defendants N. D. Degood & Lester Oliver dated the 18th day November 1881 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 18th day of November A.D. 1881.

The plaintiffs further say that Mary C. Hawn is the legal owner and holder of said note, that the same is due and unpaid & that there is due the said sum of two hundred dollars with the interest to this date twenty one and 2/100 dollars. Whereupon, the plaintiff ask judgment against the said defendant for the sum of two hundred and twenty one dollars and Eighteen cents, with interest at 8% per annum from the 5th day of March A.D. 1883 until paid

Robinson & Piper Attys for P'tiffs

The State of Ohio Union County S.S.

L. Piper one of the attorneys 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 the said action is for money only upon a promissory note in his possession of this affiant & that he is one of the attorneys of the said plaintiffs duly authorized in the premises.

Subscribed by L. Piper

Subscribed by, L. Piper in my presence, and sworn to by him before me, this 5th day of March A.D. 1883,

J. D. Burgoon, Clerk of Court

Note

Doors, Nine months after date for value received, we jointly and severally promise to pay Mary C. Hawn or order Two Hundred dollars with interest at the rate of 8 per centum per annum until paid interest to be computed every year, with 5 per cent attorney fee if collected. And we or either of us do hereby authorize any attorney of any court of record in the State of Ohio or elsewhere to waive the issuing and service of process, and appear for us or either of us in any of said courts at any time after the above note becomes due, and confess judgment thereon against us, or either of us in favor of the payee or endorser hereof for the sum due on said note, with all interest and cost of suit; said judgment to draw ^{the rate of} interest specified in the note, after rendition until paid. We do also hereby waive all right of appeal, the stay of execution the power and privilege to hold exempt from execution any personal or real property belonging to us or either of us, and release all errors that may accrue in the rendition of said judgment and all right to sue out any writ of error; and our said attorney is hereby authorized to enter such release in said judgment.

Witness our hands & seals at Richwood Ohio this 18th day of November A.D. 1881.

N. D. Degood. Seal
Lester Oliver. Seal

Mary C. Hawn & Joseph Hawn Plaintiffs

Answer

N. D. Degood & Lester Oliver, Defendants

In Court of Common Pleas, Union County S.S.

And now come N. D. Degood & Lester Oliver the

above named defendants, by the undersigned their Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff the holder of the note described in plaintiff's petition and against the above named defendants for the sum of Two hundred & twenty one dollars and eighty cents, the amount appearing due for principal and interest on said note and also consent that judgment be entered in same manner against defendants for costs of this action, and all errors are hereby released, and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case, is hereby waived. March 5th A.D. 1883.

J. B. Foster Atty for Sift & Atty at Law.

Mary A. Heaver & Joseph Heaver }
vs }
N. D. DeGood & Kester Oliver }

Mch 5th 1883.

This day came plaintiffs by Robinson & Spencer their Attorneys and Thompson came J. B. Foster 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 the said defendants to said plaintiff as is alleged in said plaintiff's petition, the sum of \$221.18.

It is therefore considered that said Plaintiff do recover of said defendants the said sum of \$221.18 so as aforesaid confessed to be due, together with costs of suit herein to be taxed and with interest to be computed at the rate of 8% per annum and by virtue of said warrant of Attorney all errors are released, and all right to file a petition in error are waived.

Attest, J. D. Baugher, Clerk
By W. M. Wengel, 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. Re: to-wit: on the 23rd day of Decemr, A.D. 1882, a petition was filed with the clerk of said court which reads as follows, viz:

No 4165
Petition
The Farmers Bank Plaintiff }
Against }
Daniel Bone, Nelson Bone and }
Thomas Bone Defendants }

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

The said plaintiff says that it is a partnership doing business in the state of Ohio and unincorporated and Plaintiff complains of the said Daniel Bone Nelson Bone and Thomas Bone Defendants for that the said defendants on the 17th day of Dec- A.D. 1881, at Marysville O for value received, made their certain promissory note in writing, of that date a true copy of which promissory note, together with all the inclosures thereon in words and figures following, to-wit:

\$175.00
Marysville Ohio, Dec. 17th 1881.
One year after date, for value received we jointly and severally promise to pay J. A. Robbins or order at Marysville Ohio One Hundred and seventy five dollars with interest at the rate of six per cent per annum payable annually and we hereby authorize any attorney at law to appear for us 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, waive the issuing and service of process against us and confes-

judgment in favor of plaintiff with costs of suit of appeal from

Indorsed

And then and to pay to said seventy five dollars which period or any part

And that it now a full, fair and therefore, sum of One Six per cent

"Affidavit" The State of

attorney of said in writing of in writing is the foregoing

Sworn to in presence of

Seal
The Farmers Bank
aga.
Daniel Bone
and Thomas Bone

the defendants law Indorsed from the 17

To the clerk afterward the clerk of

Summons The State We command they have of Union Co 1883 the State said court according of Jan A.D. of Dec A.D. 18

judgment in favor of the legal holder of the above note against us 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 to right of appeal from the judgment rendered. Witness our hands & seals.

Indorsed: "J. A. Robbins."

Daniel Coon Seal
Nelson Coon Seal
Thomas Coon Seal

And then and there delivered the same to the said John Robbins and thereby promised to pay to said J. A. Robbins or order in one year from the date thereof the sum of one hundred and seventy five dollars with interest thereon at the rate of six per centum per annum payable annually which period has since elapsed, yet the said defendants have not paid said sum of money or any part thereof although often requested so to do.

And the said plaintiff further says that the full amount of one hundred and seventy five dollars with interest as aforesaid, is now due thereon, and wholly unpaid; and that it now is the legal owner and holder thereof by transfer from said J. A. Robbins for a full, fair and valuable consideration before due.

Wherefore said plaintiff prays judgment against said defendants for said sum of one hundred and seventy five dollars together with interest at the rate of six per cent - from the 17th day of December A.D. 1882 payable annually.
John M. Brodrick Plaintiffs Attorney.

Affidavit The State of Ohio, Union County &c.

John M. Brodrick being duly sworn says that he is the attorney of said plaintiff in this action, that said 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 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 23rd day of December A.D. 1882.

John B. Coats, Probate Judge.

Præcipe The Farmers Bank Plaintiffs
against
Daniel Coon Nelson Coon
& Thomas Coon Defendants

Court of Common Pleas, in and for Union County State of Ohio

Issue summonses against the defendants directed to the defendants directed to the Sheriff of said county, returnable according to law Indorse: "Money only" Amount claimed, \$175.00. With interest thereon from the 17th day of Dec. A.D. 1881.

John M. Brodrick Plaintiffs Attorney.

To the Clerk of said Court.

Afterward on the 23rd day of December A.D. 1882, a summons was issued by the clerk of said court which reads as follows, viz:

Summons The State of Ohio Union County &c. To the Sheriff of the county of Union writing: We command you to notify Daniel Coon, Nelson Coon and Thomas Coon, that they have been sued by The Farmers Bank in the court of common pleas of Union County, and that unless they answer by the 29th day of Jan. 83 1883 the said Farmers Bank against them filed in the clerks office of said court: such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 1st day of Jan. A.D. 1883. Witness my hand and the seal of said court, this 23rd day of Dec. A.D. 1882.
J. L. Buegner, Clerk.

Writ returned & filed Dec 29th A.D. 1882 Endorsed as follows,
 Sheriff Nelson State of Ohio Union County ss.
 Received this writ Dec 25th A.D. 1882 at 10 o'clock A.M. and pursuant
 to its command, on the 29th day of Dec 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, Service 60 Mileage 160 Cop 60 Total \$2.80
 John Kobensack, Sheriff.

Afterward, on the 23rd day of January, A.D. 1883, an entry was made on the
 journal of said court which reads as follows, viz:
 The Farmers Bank } January Term, 1883,
 vs } Judgment on default, ^{damages} assessed by court.
 Daniel Corn et al }

And now came the plaintiff by John M. Brodrick its
 attorney and the said defendants Daniel Corn, Nelson Corn & Thomas Corn
 having failed to demur or answer to the petition of the said plaintiff, the
 said petition is therefore taken to be true. It is therefore considered that the
 said plaintiff ought to recover its damages by reason of the premises, and the
 court, with the assent of the plaintiff do assess the damages of the said plaintiff
 with interest from # January 8th 1883 to the sum of \$186⁰⁰/₁₀₀. It is therefore consid-
 ered that the said plaintiff recover against the said defendants the sum of
 \$186⁰⁰/₁₀₀ in form aforesaid assessed, with interest from January 8th 1883, and also
 its costs in and about its suit in that behalf expended, taxed to \$ -

Attest J. D. Burgher, Clerk
 By W. M. Winget, 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 Mansfield within and for the county of Union and
 State of Ohio on the 8th day of January, A.D. 1883. Heretofore to-wit: a petition was
 filed with the clerk of said court which reads as follows, viz:

John D. McEvers & Thomas J. Weakley
 trading as McEvers Weakley & Co Plaintiffs }
 vs } Court of common Pleas Union County Ohio
 Nathan W. Converse & Norman Feltner }
 formerly trading as Converse & Feltner }
 Defendants }

Plaintiffs say; That this their
 action is founded upon a promissory note of which the following is copy,
 \$115⁰⁰/₁₀₀ Ostrander 29-1877.
 One day after date we promise to pay to the order of McEvers Weakley & Co one
 hundred fifteen & 00/100 dollars at value received, with eight per cent from date
 Converse & Feltner -

There is due and remaining unpaid upon said promissory note from
 the defendants to the plaintiffs the said sum of one hundred fifteen
 & 00/100 dollars which plaintiffs claim with interest from the 29th day of
 September 1877 at eight per cent per annum and for which plaintiff
 ask judgment.
 Robinson & Piper Attorneys for plaintiff
 State of Ohio, Union County ss
 L. Piper being duly sworn according

to Law says he
 that the foregoing
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 and allegations
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 Receipt State of Ohio, Union
 the Sheriff of Union
 for W. Hamer Sel
 eight per cent,
 Afterward on
 which reads
 Summons The State of Ohio
 John M. Brodrick
 Attorney for
 vs
 Daniel Corn et al
 Plaintiffs
 vs
 Daniel Corn, Nelson
 Corn & Thomas Corn
 Defendants
 Summons on
 said Court,
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 Mansfield, Sep
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To Law says he is one of the attorneys of the said McKeewraky & Co duly authorized in the premises that the foregoing pleading of McKeewraky & Co is founded upon a written instrument for the payment of money only which is now in the possession of affiant and that the facts stated and allegations in the foregoing pleading of said McKeewraky & Co are affiant believes true.

L. Piper -

Sworn to before me by L. Piper and by him subscribed in my presence this 26th day of December A.D. 1882

J. L. Bugner, Clerk

State of Ohio Union County S.S. do Clerk - Issue Summons upon the petition in the above case to the Sheriff of Union County Ohio for Nathan W. Converse & to the Sheriff of Delaware County Ohio for W. Hamer Felkner residing in Orlander and endorse amount claimed \$115.68 with eight per cent per annum from September 29th 1877.

Robinson & Piper Attorneys for plaintiff

Afterward on the 27th day of December 1882 summons was issued in the above case which reads as follows viz:

Summons The State of Ohio Union County S.S. To the Sheriff of Union County Meeting: We command you to notify Nathan W. Converse that he and W. Hamer Felkner have been sued by McKeewraky & Co in the court of common pleas of Union County, and that unless he answer by the 27th day of Jan A.D. 1883 the petition of said McKeewraky & 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 8th day of Jan A.D. 1882. Witness my hand and the Seal of said Court, this 27th day of Dec A.D. 1882. J. L. Bugner, Clerk.

Seal

"Endorsed" Amount claimed, \$115.68 and interest as follows 8% on \$115.68 from Sep 29th 1877.

Shiff Ret- The State of Ohio Union County S.S. Received this writ Dec 27th A.D. 1882 at 9 o'clock A.M. And pursuant to its command, on the 28th day of December 1882 I served the same by leaving a certified copy thereof with the endorsements thereon at the usual place of residence of the within named Nathan W. Converse, defendant. Service 30 Mileage 16 Cop 20 Total. 66.

John Hobensack, Sheriff

Summons The State of Ohio Union County S.S. To the Sheriff of Delaware County Meeting: We command you to notify W. Hamer Felkner (residing in Orlander) that he and Nathan W. Converse have been sued by McKeewraky & Co in the court of common Pleas of Union County, and that unless he answers by the 27th day of Jan A. D. 1883 the petition of said McKeewraky & 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 8th day of Jan A. D. 1882. Witness my hand and the Seal of said Court, this 27th day of Dec A. D. 1882. J. L. Bugner, Clerk.

Seal

"Endorsed" Amount claimed, \$115.68 and interest as follows 8% on \$115.68 from Sep 29th 1877.

Shiff Ret- The State of Ohio Delaware County S.S. Received this writ Dec 28th A. D. 1882 at 10 o'clock A.M. And pursuant to its command on the 29th day of December 1882, I served the within named defendant W. Hamer Felkner by leaving for him at his usual place of residence a true copy of this writ with the endorsements thereon. Service 30 Mileage 160 Cop 25 Returns 23 - Total \$240 Received payment, W. H. Bretler, Sheriff, Delaware Co Ohio

Afterward on the 30th day of January A. D. 1883 the following entry was made on the journal of said court which reads as follows, viz:

No 1169
McCree & Co
vs
Nathan W. Converse et al

Money only.

Now comes the plaintiff herein 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 and that the defendants are indebted to the plaintiff in the sum of one hundred sixty five & 4/100 dollars (\$165.04). It is therefore considered by the court that the said plaintiff recover from the said defendants the said sum of one hundred sixty five and 4/100 Dollars (\$165.04) with 8% interest from Jan 29th 1883 and their costs herein expended taxed to \$ -

J. D. Bergerer, Clerk
By W. M. Wengel, Deputy

Pleas before his honor John S. Price Judge, at a court of common pleas begun and held at the court house in the town of Mansville within and for the county of Union and State of Ohio on the 8th day of January A.D. 1883. Hereofore to-wit on the 9th day of December 1882 a petition was filed with the clerk of said court which reads as follows, viz:

No 1146
Joseph A. Shipley Plaintiff
vs
William Shipley John Whaley
and Jane Whaley Defendants

Court of Common Pleas Union County Ohio

The plaintiff says he is the legal owner in fee of the undivided 2/3 parts of the following described premises and is entitled to the immediate possession thereof and that the defendant William Shipley is the owner in fee of the 1/6 part thereof, and the said John Whaley is the owner of the 1/6 part thereof and each of said defendants are entitled to their several parts in severality and the defendant Jane Whaley is entitled by will of Levi Whaley deceased to dower in said premises. The premises above referred to are bounded and described as follows. To-wit; Being part of a Military district Survey N 11346. Situate in York township Union County Ohio. Beginning at a Beech & two Ironwoods corner to three lots sold to A. W. Shipley by Allen Latham. Thence S 7° W 148 poles to two beeches corner to Shipley. Thence S 83° E 43 poles to a stake. Thence N 7° E 148 poles to a stake in Shipley's line. Thence N 83° W 43 poles to the beginning containing forty acres being the 40 acres of land of which said Levi Whaley died seized.

Plaintiff further says that said Defendant Jane Whaley has leased to M. M. Shipley her life estate in said lands for the sum of \$4800 per year during her natural life and that said lease has been assigned and transferred to said plaintiff and William Shipley, wherefore plaintiff prays that partition of said premises be made by the court between the plaintiff and said defendants according to their several interests therein according to the Statute in such case made and provided and that the dower interest in said 1/6 part of said premises be appraised and charged to said John Whaley.

R. H. Keers Atty for Plaintiff.

The State of Ohio Union County ss. Before me personally came the plaintiff Joseph A. Shipley who being duly sworn says the statements in the foregoing petition are true.
J. A. Shipley

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Entry
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Sworn to and subscribed before me this 6th day of December 1882.

per 23 paid

S. Gardiner, Justice of the Peace

Procipie

The clerk will issue summons for John Whaley directed to Sheriff Union County.

A. H. Hovee atty for Plaintiff

On the same day a summons was issued by the clerk of said court which reads as follows.

Summons

The State of Ohio Union County ss.

To the Sheriff of the County of Union Greeting:

We command you to notify John Whaley (a minor) that he and others have been sued by Joseph A. Shipley in the Court of Common Pleas of Union County and that unless he answer by the 6th day of Jan. A.D. 1883 the petition of said Joseph A. Shipley 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 18th day of Dec

A.D. 1882.

Witness my hand and the Seal of said Court this

9th day of Dec A.D. 1882

J. L. Bueque, Clerk

Seal

Shiff. Out

The State of Ohio Union County ss. Received this writ Dec 9th A.D. 1882 at 1 o'clock P.M. and pursuant to its command, on the 18th day of December, A.D. 1882, I served the same by leaving a certified copy thereof with the endorsements thereon at the place of residence of John Whaley (minor). I also delivered a copy of this writ with the endorsements thereon to Sandy Cameron he being the person with whom said minor resides. Service 30 Mileage 2.40 Cop to Totals \$3.10 John Kobenack, Sheriff. Afterward, to-wit: on the 8th day of January 1883 the answer of John Whaley was filed with the clerk of said court which reads as follows, to-wit:

Answer of

John Whaley

no 4146

Joseph A. Shipley

vs

William Shipley et al

And now comes the defendant John Whaley, by his Guardian J. L. Cameron, and files his answer herein and says: he does not know that the plaintiff is the owner in fee of 2/3 of the premises therein described, and therefore demands proof thereof, but admits he the said defendant is the owner of 1/3 part - as stated in said petition.

J. L. Cameron atty and Guardian ad litem of the

Defendant John Whaley-

Afterward on the 8th day of January 1883 an entry was made on the journal of said court which reads as follows, to-wit:

no 4146

Entry

Joseph A. Shipley

vs

William Shipley et al

Court of Common Pleas.

This day this cause came on to be heard upon the petition of the plaintiff and the defendant John Whaley being a minor the court appointed J. L. Cameron Guardian ad litem for said minor defendant and the said William Shipley and John Whaley failing to answer or demur to said plaintiff's petition and the said John Whaley having by his guardian filed his answer and the court being fully advised in the premises, find that said plaintiff is the owner in fee of 2/3 of said premises as declared in his petition and the defendant William Shipley is the owner in fee of 1/3 part thereof and the defendant

John Whaley is the owner in fee of 1/3 part thereof and each of said parties are entitled to have their respective Shares set off to them in Severality. Wherefore it is ordered by the Court that John Hobensack Sheriff of said County of Union by the oaths of Tho^s Fulton, L. C. Monroe and Sylvanus Taylor be cause to be set off to the plaintiff his said 2/3 of said premises in Severality and set off to the defendant William Shipley his said 1/3 part thereof and to the defendant John Whaley his said 1/3 part thereof.

Afterward on the 19th day of January 1883, a writ of partition was issued by the Clerk of said court which reads as follows viz;

Writ of Partition

The State of Ohio Union County ss. To the Sheriff of said County greeting: We command you, that without delay, by the oaths of Thomas Fulton L. C. Monroe and Sylvanus Taylor you cause partition to be made of the following described premises, Situate in the County of Union and State aforesaid, to-wit: Being part of V. M. District No 11346, beginning at a Beech & two Ironwoods to three lots sold to Shipley by Allen Leatham Thence S 7° W. 148 poles to two Beeches corner to Shipley. Thence S. 82° E. 43 poles to a Stake - Thence N. 7° E. 148 poles to a Stake in Shipley line. Thence N. 83° W. 43 poles to the beginning containing Forty acres, being the 40 acres of land of which said Levi Whaley died seized. Among the persons named herein, and in the following proportions to-wit: To Joseph A. Shipley two thirds part to William Shipley one sixth part to John Whaley one sixth 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 Joseph A. Shipley petitioner and the said William Shipley and John Whaley 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 O this 19th day of Jan A. D. 1882.

Seal J. L. Burque, Clerk

Sheriff Return

As commanded by the foregoing writ of Partition, I have executed the same by the oaths of Thomas Fulton L. C. Monroe and Sylvanus Taylor causing said partition to be made, as will appear by the report of the commissioners, herewith returned.

Given under my hand, this 27th day of January A. D. 1883. Service 20 Mileage 3.20 Executing writ - 1.20 Swearing Com 1.20 Report of Com 1.00 Total \$6.20 Com Fees \$ 6.00

John Hobensack, Sheriff

Comm Report

Joseph Shipley }
 against - } Union County ss. Court of Common Pleas.
 W. Shipley and J. Whaley } In Partition

According to the command of the writ of Partition in this case issued and on the call of the Sheriff of said County we the undersigned Commissioners after being first duly sworn, and upon actual view of the premises, we are of the opinion that said lands cannot be divided without manifest injury; and we do estimate the value of the same at Eight Hundred dollars.

Given under our hands, this 27th day of January A. D. 1883
 W. J. Fulton }
 L. C. Monroe } Commissioners
 S. Taylor }

Afterward on the 9th day of February 1883 an entry was made on the journal of said Court which reads as follows viz;

Entry
 No 3872

Joseph A. Shipley vs
 William Shipley

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No 3872
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Entry
No 4146

Joseph A. Shipley
vs
William Shipley et al

This day this cause came on to be heard on motion of the plaintiff to
confirm the report of the commissioners to-wit; the Foster L. L. Moore and Sylvanus Taylor
heretofore appointed by the court to appraise the lands described in the petition and
according to the order of partition heretofore made, was argued by counsel and upon
producing the return of the Sheriff and the report of said commissioners, and the court
being fully advised in the premises and said return and report being in all things
in accordance with the Statutes of the State and the order of partition aforesaid.
It is therefore ordered and adjudged by the court that said report of said commissioners
be and the same is hereby confirmed, and this cause coming on further to be heard upon
the election of the Plaintiff Joseph A. Shipley to take said premises at the appraised
value thereof as returned by said commissioners to-wit: \$800.00 and there being no objections
thereto by any of the parties in interest. It is ordered and adjudged by the court that
said election be and the same is hereby confirmed, and the Sheriff is hereby ordered to
make and deliver to said Joseph A. Shipley a deed for said premises according to
the provisions of the Statute in such cases, upon the payment by said Joseph A. Shipley
the amount found due to each of the defendants William Shipley and John Whaley
according to said writ of partition and report of the commissioners as aforesaid as
follows to-wit: One third in cash One third in one year and one third in two
years with six per cent interest from date of deed (The elector may pay all or
at his option) deferred payments to be secured by mortgage on said premises.
And it is further ordered that the plaintiff and the defendants pay the costs
in this action including a counsel fee of \$23.25 to plaintiff's attorney in the following
proportions to-wit: the plaintiff Joseph A. Shipley 2/3 part thereof and William
Shipley 1/3 part thereof, and the defendant John Whaley 1/2 part thereof and
in default thereof that Execution issue therefor.

Attest J. L. Buegner, Clerk.
By W. M. Winget Deputy

No 3872
Petition

Truiston Ford Plaintiff
vs
Josiah Carr and his
Unknown heirs

Court of Common Pleas Union County Ohio.

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 23rd day of August 1881 a petition was filed with the clerk of said court
which reads as follows to-wit:

The plaintiff says that on the 27th day of June A.D
1834 he executed and delivered to Josiah Carr his Mortgage deed for the
following real estate situate in Union County Ohio, to-wit: being all
of survey No 6136 in the name of Thomas Worthington to secure two
notes given by plaintiff to said Carr for Nine Hundred and fifty four ^{3/4}/₁₀₀
dollars each & which Mortgage was recorded on page 34 of vol 2 of Records of Mor-
tgages of Union County Ohio and the same has never been cancelled and
remains on record the same if remained unpaid.

The plaintiff says he paid said two notes in the summer

of the year 1836 but did not preserve the notes and cannot give the exact date of the payments. Plaintiff did not discover that the mortgage was recorded until the year 1880 when he went to Bellefontaine where said Carr formerly lived in order to obtain his release of said mortgage and found that he had moved away from the State of Ohio many years ago to the northern part of Kansas and since then he has endeavored to find him or his place of residence but he has been unable to do either. The plaintiff is not able to find out whether said Carr is still living, nor who would be his heirs if dead. Plaintiff says the said mortgage is a cloud upon the title of said lands and a damage to him. he therefore desires the mortgage cancelled.

Plaintiff still owns about fifty acres of said lands and he is now in possession of the said fifty acres and other parts are held under him. Plaintiff and those under him have held peaceable possession of all of said lands ever since 1854 and still are holding the same in quiet possession and is entitled to have said mortgage cancelled.

The plaintiff asks a decree of this court quieting said title against said mortgage and all claims of Josiah Carr & his heirs to plaintiff unknown and an order authorizing a commissioner to enter on said records a full and complete cancellation of said mortgage and for other proper relief.

Robinson & Peper Atty for Plff

The State of Ohio Union County ss.

Truiston Ford being duly sworn deposes and says the allegations of the foregoing petition are all true. Further he deposes and says the defendant Josiah Carr is not a resident of Ohio and he is wholly unable to find his residence and further does not know whether he is living nor who are his heirs at Law & therefore asks an order of publication according to law.

Truiston Ford

Sworn to before me and signed in my presence this 23rd of Aug 1881.

W. M. Winget - Clerk.

afterward on the 12th day of January 1882 an entry was made on the journal of said court which reads as follows: viz:

No 3872
Entry
Truiston Ford
vs
Josiah Carr et al

The residence and names of the heirs of Josiah Carr being to plaintiff unknown and it being unknown to plaintiff whether Josiah Carr be living or not, the court order the plaintiff to publish for six consecutive weeks a notice of the pendency of this petition in this court, said notice in the Marysville Tribune of Union County Ohio and this cause is continued for service of said notice.

Jan 8th 1883 Notice and proof of publication was filed with the Clerk of said court which reads as follows, to-wit:

Legal Notice
Truiston Ford
vs
Josiah Carr and
his unknown heirs
Court of Common Pleas, Union County Ohio.

Josiah Carr, if living, and his unknown heirs, if dead, are hereby notified that Truiston Ford as plaintiff filed in the said court his petition against them, when the same is pending, alleging

that on the 27th of January No 613 of Mortgages was not cancelled the prayer of said against said last Saturday Nov 24 1876.

Afterward said Court No 3872 Entry Josiah Carr

defendants and thereupon and do order said notes and said cancelled plaintiff is that executed

Plas before and held at county of Union to-wit: on the said court

Where Petition Mary H. vs Elias B.

of Union and is at present Your A.D. 1875 and Robertson (she has over and obediently disregarding fully absent any cause 2^d that he Your pet the said day that he may

That on the 27th of June 1854 he executed a mortgage deed to Josiah Carr for \$234.52 on all of survey No 6136 in Union County Ohio and recorded on page 34 of volume 2 of Records of Mortgages of said county. That plaintiff paid said mortgage in 1856, but the same was not cancelled on the Record and the plaintiff is unable to obtain a cancellation thereof, and the prayer of said petition is for a decree to cancel said mortgage and quit the title against said mortgage. Said defendants are required to answer said petition by the last Saturday of January, 1883, or decree will be taken in default.

Nov 24 1876: P.F. \$10.50 Robinson & Piper Attorneys for Plff.

Afterward on the 1st day of February 1883, an entry was made on the journal of said Court which reads as follows;

No 3872
Entry

Troxton Ford
vs
Josiah Carr et al

This day came the plaintiff and made proof of due notice to defendants by publication according to the order of the court made in this case and thereupon this cause came on to be heard on the pleadings and evidence.

Thereupon the court do find that the allegations of the petition are true and do order and decree that the mortgage and notes in said petition described be and they are hereby cancelled, and said lands quieted as against said notes and mortgage and the clerk of this Court ordered to enter the said cancellation on the Records of Mortgages in this county and the said plaintiff is ordered to pay the costs herein in ten days and in default thereof that execution issue therefor.

J. D. Brezner, Clerk
By W. M. Wrigel, 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 & State of Ohio on the 8th day of January A.D. 1883. Heretofore to-wit; on the 25th day of August 1882 a petition was filed with the Clerk of said Court which reads as follows viz;

No 4090
Petition

Mary K. Robertson Plaintiff
vs
Elias Robertson Defendant

In the Court of Common Pleas of Union County Ohio.

Your Petitioner Mary K. Robertson of the said County of Union represents that she has been a resident of the State of Ohio for the year last past and is at present a bona fide resident of said County of Union.

Your petitioner further represents that on or about the day of January A.D. 1875 at the County of Union and State of Ohio she was married to one Elias Robertson (who she prays may be made a party defendant to this petition, and that she has ever since conducted herself toward the said Elias Robertson as a faithful and obedient wife, yet the said petitioner avers that the said defendant disregarding his duties as a husband toward your petitioner has been willfully absent from the said petitioner for the last six years past without any cause or justification therefor on the part of the said petitioner.

1st That he is guilty of gross neglect of duty.

Your petitioner therefore prays that a writ of Subpoena may issue against the said defendant and that due service thereof may be made upon him that he may be compelled to answer all and singular the premises and that

on the final hearing of this cause the said petitioner may be divorced from the defendant - and for such other and proper relief as in equity and good conscience she is entitled to.
J. B. Benton her atty

State of Ohio Union County ss.

Mary R. Robertson who being first duly sworn deposes and says that she is the plaintiff in this case, that the facts stated and allegations made in the foregoing petition are true as she verily believes.

Mary R. ^{nee} ~~Mark~~ Robertson
sworn to by Mary R. Robertson and signed by her in my presence this day of 25th August A.D. 1882.
A. K. Brightler Notary Public Seal

Receipt To the Clerk - Issue summons in this cause directed to the Sheriff of Union County Ohio, with copy of Petition to be served on defendant.
J. B. Benton Atty for plttf.

On the 26th day of August 1882 a summons & writs issued by the Clerk of said Court which reads as follows:

Summons In Divorce The State of Ohio Union County ss. To the Sheriff of Union County:
You are commanded to notify Elias Robertson that Mary R. Robertson 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 delivered to you to be served upon him, charging him with gross 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 4th day of September, A.D. 1882.

Witness my signature as Clerk of our said Court of Common Pleas and the Seal of said Court, at Marysville this 26th day of August, A.D. 1882.

J. D. Burgher Clerk
By Faber Randall Deputy Clerk

Received 1 O'clock P.M. on the 26th day of August - A.D. 1882; and on the 4th day of September 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 endorsement thereon also a copy of the Petition.
Service 20 Copy 20 Mileage 360 Total \$410. John Hobensack Sheriff.

Afterward on the 24th day of January, A.D. 1883 an entry was made on the journal of said Court which reads as follows, viz:

Entry No 4090
Mary R. Robertson }
vs }
Elias Robertson }

This day this cause came on to be heard upon the pleadings and evidence and the defendant being in default for answer ~~or~~ demurr the court find from the evidence 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 willful absence for nearly six years and gross neglect of duty and and by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the court that the marriage contract heretofore existing between the said Mary R. Robertson and Elias Robertson be and the same is hereby dissolved and both parties are released from the obligations of the same.

It is further co
Elias Robertson

Pleas before
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No 4068
Petition

vs
of M. Dunn

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Answer

vs
of M. Dunn

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Sworn to
9th day of

It is further considered by the court that the said Mary K. Robertson recover from the said Elias Robertson her costs herein expended and execution is awarded.

J. L. Burgner Clerk
By W. M. Winget 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 Mansville within and for the county of Union and State of Ohio on the 8th day of January A. D. 1883. Hereafter, to-wit: on the 10th day of August 1882, a petition was filed with the clerk of said court which reads as follows viz:

No 4068
Petition

Oscar Gregg Plaintiff
vs
J. M. Dunn Defendant

Court of common pleas Union County Ohio

The plaintiff says; that this cause comes into this court on appeal from the docket of J. H. Reinhardt a justice of the peace in and for Paris Township Union County Ohio. That on the 15th day of July 1882 at said Township, County and State aforesaid the defendant herein wrongfully detained from plaintiff the following described personal property to-wit; One Bay Horse; To the damage of Plaintiff, Fifty Dollars.

Plaintiff says, That on said 15th day of July 1882 he filed his affidavit in Replevin before said J. H. Reinhardt J. P. who issued a writ of replevin thereon and delivered the same to Constable of said Township of Paris, who executed said writ by seizing and taking said property into his custody; and Plaintiff having executed his bond therefor pursuant to law, the said property was delivered to plaintiff.

The plaintiff further says, That this action is brought to recover possession of said property, therefore he prays judgment against the defendant therefor and his damages, Fifty dollars.

J. L. Campbell atty for Plaintiff.

The State of Ohio Union County S. Oscar Gregg the plaintiff, being sworn says; the facts stated in the foregoing petition are, as he verily believes true.

Oscar Gregg

Sworn to by said Oscar Gregg before me and signed in my presence this 10 day of August A. D. 1882.

J. L. Burgner, Clerk.

Afterward on the 9th day of September A. D. 1883 an entry was made on the journal of said court which reads as follows, viz:

Answer

Oscar Gregg Plaintiff
vs
J. M. Dunn Defendant

State of Ohio Union County S. To the court of common Pleas

The said defendant J. M. Dunn for his answer to the petition in this case says; That he denies each and every allegation in said petition contained except that this action comes into this court upon appeal and that a writ of Replevin has issued on the said property seized and given to the said plaintiff and that the plaintiff gave bond as required by law. This defendant says that the said property was rightfully in his possession at the time this action was commenced and that by reason of said unlawful taking he has been damaged in the sum of Ninety dollars for which he asks judgment.

J. L. Cannon, Du. W. W. atty for defendant.

State of Ohio Union County S. J. M. Dunn being first duly sworn deposes and says that the facts stated and the allegations made in his foregoing answer are true as he verily believes.

J. M. Dunn.

Sworn to before me by said J. M. Dunn and by him signed in my presence this 9th day of September 1882.

J. L. Burgner Clerk
By W. M. Winget Deputy.

On the 29th day of January 1883 an entry was made on the journal of said court which reads as follows to-wit:

No 4068
Entry

Oscar Gugg Plaintiff }
vs }
J. M. Dumm, Defendant }

This day came the parties by their attorneys, and this cause came on to be tried; and thereupon came a jury, to-wit; C. S. Baldwin Lemuel Cahill, M. S. Starnates D. S. Small E. K. Fox O. Marriott Willard Winget Howard Bosbury, George Nichol, A. D. Doolittle David Sharer and G. S. Robertson who, being duly empaneled and sworn to well and truly try the issue joined between the parties in this cause and a true verdict-render according to the evidence, unless withdrawn by consent of parties, or discharged by the court, and after hearing the testimony, arguments of counsel, and charge of the court, the said jurors 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:

Verdict

Civil action verdict- The State of Ohio Union County Is, Jan Term 1883 To-wit: Jan 26th 1883. Oscar Gugg plaintiff vs J. M. Dumm Defendant- We, the jury in this case being duly impaneled and sworn, do find and say that we find for the defendant and assess his damages at \$5. And we also find that defendant, at the commencement of this action had the right of possession of the property in controversy.

Lemuel Cahill Foreman.

On the 2^d day of February A.D. 1883 an entry was made on the journal of said court which reads as follows viz;

No 4068
Entry

Oscar Gugg }
vs }
J. M. Dumm }

This day came the parties by their attorneys and thereupon this cause came on to be heard upon the motion of the plaintiff for a new trial, and said motion was argued by counsel and submitted. On 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 plaintiff except-

The court therefore proceeding to enter judgment upon the verdict of the jury, it is considered and adjudged by the court that the said defendant recover of the plaintiff the said sum of five cents the sum as aforesaid found due together with his cost herein expended taxed at \$

Attest, J. D. Burgeuer, Clerk
By W. M. Winget Deputy

Pleas before his honor John A. 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 and State of Ohio on the 8th day of January A. D. 1883. Heretofore To-wit; on the 3^d day of August 1882 a petition was filed with the clerk of said court which reads as follows, viz;

No 3965
Petition

James H. Myers Plaintiff }
against }
William Longbrake & }
John Longbrake Defendants }

Court of Common Pleas Union County, Ohio.

The said plaintiff
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3965-
Answer

The plaintiff leave of court having been obtained now comes and files his petition and says that this action came into court on appeal from the docket of E. C. Cole J. P. this township Union County Ohio.

Plaintiff says that on the 11th day of October A. D. 1881 the defendants sold and delivered to the plaintiff a Bull for the price of Fifty five dollars then paid by Plaintiff.

2nd By said Contract of Sale, and as part of the terms and consideration thereof the defendants agreed represented and warranted the said animal was sound, and that a certain bunch on said animal you would never breakout to hurt the said Bull, that if (the bunch) was killed and would never hurt said bull, that it was caused by a tooth &c

3rd The said Bull at the time of said Sale was unsound in this, he was afflicted with an incurable disease of a cancerous nature which will eventually kill him.

4th The Plaintiff says he told the defendants at the time said Sale was being negotiated, and they well know the fact, that he was purchasing him for breeding purposes to use himself and to breed for live toothers, That in a very few days after he obtained said Bull of defendants said bunch broke out afresh and began eating and discharging offensive matter and said Bull began to run down and became entirely unfit, and people declined to use him for breeding purposes, and plaintiff informed defendants of the above facts and requested them to take back said animal which they then refused to do and still refuse to do.

5th The plaintiff says said animal is wholly without value for any purpose and that he has sustained damages by reason of the premises to the amount of Fifty five dollars, for which he asks judgment.

A. J. Carpenter atty for Plaintiff

The State of Ohio Union County S. S. Sworn to by James H. Myers the above named plaintiff before me and signed in my presence this 3rd day of Aug A. D. 1882. J. L. Burquer, Clerk.

Afterward on the 15th day of November 1882 an answer was filed with the clerk of said court which reads as follows, viz:

3865- Answer

James H. Myers Plaintiff vs William Longbrake et al Defts

The defendants for answer say they admit this cause came into this court upon appeal as stated in the petition, that about the date mentioned in the petition the plaintiff and defendants traded Bulls and the plaintiff was to give the defendants about twelve dollars to boot which he has not paid yet. The defendants deny each and every allegation and averment in the petition contained and not herein admitted.

Wherefore the defendants asks to go hence without day and recover their costs. J. L. Cameron atty for Defts

State of Ohio Union County S. S. John Longbrake being first duly sworn deposes and says that he is one of the defendants herein the facts stated and allegations made in the foregoing answer are true as he verily believes. J. M. Longbrake

Sworn to before me by said John Longbrake and by him subscribed in my presence this 13th day of Nov 1882. R. L. Woodburn, Notary Public

On the 13th 1883 an entry was made on the journal of said court which reads as follows to-wit:

Entry
No 3965

James H. Myers Plaintiff
vs
William Longbrake et al Defendants

} Jan Term 1883
"Jury trial"

This day came the parties, by their attorneys and this cause came on to be tried; and thereupon came a jury to-wit: C. S. Robertson, Lement Cahill, D. J. Elliott, W. L. Wood, H. S. Starrett, S. S. Smell, E. H. Fox, A. Marriott, L. G. Kendall, Ben James, Charles McCampbell and H. Vaughn who, being duly empannelled and sworn to well and truly try the issues joined between the parties in this cause, and a true verdict render according to the evidence, unless with consent of parties, or 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:

Verdict

The State of Ohio Union County ss. Jan Term A.D. 1883. To-wit Jan 13th 1883 No 3965 James H. Myers vs William Longbrake et al. We the jury in this cause being duly empannelled and sworn do find and say; We find for the plaintiff and assess his damages at the sum of Ten dollars. D. J. Elliott - Foreman.

On the 24th day of January 1883 an entry was made on the journal of said court which reads as follows to-wit:

Entry
3965

J. H. Myers
vs
William Longbrake et al

The jury in this case having at a former day of this court upon an enquiry of damages for the plaintiff assessed the same against the defendants It is therefore considered by the court that the plaintiff recover from the defendants the said sum of ten dollars so found due, together with his costs herein expensed taxed to \$ -

Attest J. L. Burque, Clerk
By W. M. Midget Deputy

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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 Mansville, within and for the County of Union of the 3rd subdivision of the 10th Judicial District of the State of Ohio, on the 8th day of January in the year of our Lord One Thousand Eight Hundred and Eighty-Three.

Heretofore, to wit: - on the 15th day of April A. D. 1882 the following Petition was filed with the Clerk of said Court, to wit: -

Petition
4022

Velasco J. Case, Plaintiff
Against
Clinton W. Case
Lucretia Kent and Elmore Kent.
Electa Wilcox and Charles Wilcox.
Rachael Joslin and William Joslin.
Climena Yorkin and Peleg Cranston
Administrator of the Estate of
Newton Case, deceased. Defendants

Petition
Court of Common Pleas
Union County, Ohio

The plaintiff says that the said Newton Case in his life time, to wit: in the year 1861, was seized amongst other lands of a tract of about 2.15 acres known as the house farm, and on which said Case resided at his death in Taylor Township, Union County, Ohio and being the same farm on which plaintiff lives and is also occupied by the widow of said Newton Case. That plaintiff, who is the youngest child of said Newton Case, deceased, lived with and worked for his said father, helped to clear up said farm &c. until his marriage in 1861. At that time plaintiff was desirous of leaving his father's farm and home, and removing to himself, but said Newton Case to induce plaintiff - who was the only son of said Newton living at home with him - to give up going away and remain with him on said farm, work the farm and care for, and aid said Newton, proposed verbally to plaintiff, that if he, (plaintiff) would not leave home, but would stay on the farm, work and crop the same, on the shares, build, and improve said farm, that plaintiff should have said farm, and on the death of said Newton, said farm should go to, and belong to plaintiff and that plaintiff should own the same at, and after the death of said Newton Case.

Plaintiff says that he accepted said proposition of his said father, and was induced by said promise to agree, and did agree, to remain on the farm to work and crop the same on the shares, build, and improve the farm, and care for and assist his father, and plaintiff took immediate possession of said farm under and by virtue of said agreement. And plaintiff avers that he fulfilled said agreement to the letter, that he abandoned the idea of going away and remained on the farm from that time in 1861 up to the death of said Newton Case, and is still on the same. (said Newton Case died on the 13th day of August 1881.) That plaintiff during said time, in fulfillment of said agreement worked the place, giving to his father his full share of the crops, and often more; aided and took care of his father - who was getting well up in years - and under said agreement and understanding, plaintiff during said time,

made lasting and valuable improvements on the farm, to wit: he aided in building a dwelling house; built a kitchen to the building; built a barn; a shed to the barn; a smoke house, and corn crib; dug a well and cistern and furnished them with necessary pumps; built fences; planted fruit trees; sowed grass-seeds and expended large sums of money in making said improvements &c. all adding great value to the place. All said improvements and expenditures were made with the full knowledge and approbation of said Newton Case. ^(For a more particular and itemized account of his said improvements and expenditures reference is had to exhibit A attached hereto and made a part of this petition) That plaintiff has spent his entire time and labor for the last twenty years under said agreement, and in fulfillment of the same. And the non-enforcement of said agreement would work to him an irreparable injury. Plaintiff further says, that the said Clinton W. Case; Lucetta Kent, who is the wife of said Elmore Kent; Electa Wilcox, who is the wife of said Charles Wilcox; Rachael Joslin, who is the wife of said William Joslin; and Melissa Gorkin, together with plaintiff are the children, and only children and heirs-at-law of said Newton Case deceased. That said Newton Case died intestate, possessed of a large amount of personal and real property, besides the real property herein mentioned, and without conveying said premises to plaintiff, or making any provision by will or otherwise for the carrying out of said agreement with plaintiff. The said Peleg Cranston is the duly appointed and qualified administrator of the estate of said Newton Case deceased. Azuba Case, the widow of Newton Case, by agreement of said children of Newton Case, has a life estate in said farm to hold during her natural life. That said account made exhibit "A" as aforesaid, was duly presented to said Peleg Cranston as such administrator, for his allowance as a just claim against the estate of said Newton Case on the 12th day of April 1882, but no part of the same was allowed by said administrator, but the whole was rejected by him as appears on said exhibit.

Plaintiff therefore asks that said defendants be made parties hereto. That said agreement with said Newton Case, deceased, be specifically performed and enforced; that said children and heirs-at-law of said Newton Case, be decreed to convey said premises to plaintiff by a good and sufficient deed of conveyance, in a day to be fixed by the court, and subject to the life estate of said Azuba Case, and in default of such deeds of conveyance that the decree of this Court operate as such conveyance of title to plaintiff. Or, if this cannot be done, then that the Court find what is justly and equitably due to plaintiff for his said labor, improvements, expenditures &c. according to said exhibit "A" and that plaintiff have judgment for the amount with proper interest, and plaintiff asks such other and further relief as the case demands.

Ayers, Porter & Porter, Attys for Plff.

"Affidavit" State of Ohio, Union County S.S.

The plaintiff, Velasco J. Case being sworn, makes oath that the facts stated in the foregoing petition are true as he believes.

V. J. Case

Sworn
my presence
"Principi"
To the Clerk
Clinton W.
To the
William J.
To the
Charles W.
To the
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performance
Newton Co
On the
Clerk of said
State of
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The court
and Peleg
the Court of
answered by
J. Case against
petitioner
by. Given under
April A. 1882
Seal

In
judgment
"Sherriff's Return"
State of Ohio
Union Co
1882, at 10 o
of April A. 1882
with the
Service, 60, Miles
That returned

Summons
The State
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The court
Joslin, her
the Court of
answered by

Sworn to by Velasco J. Case before me and signed by him in my presence this 15th day of April 1882.

J. Q. Burgener, Clerk

"Receipts"

To the Clerk:-

Issue a summons to the Sheriff of Union County, Ohio for Clinton W. Case, Olimena Jonkin and Peleg Cranston.

To the Sheriff of Logan County Ohio for Rachael Joslin and William Joslin her husband.

To the Sheriff of Delaware County Ohio for Electa Wilcox and Charles Wilcox her husband.

To the Sheriff of Sangamon County, State of Illinois, for Lucretia Kent and Elmore Kent her husband.

Endorse writ for specific performance of real contract and for judgment against estate of Newton Case, \$978.⁰⁰ with proper interest.

Ayers, Porter & Porter - Attys. for Plffs.

On the 15th day of April 1882 a summons was issued by the Clerk of said Court which reads as follows, viz:

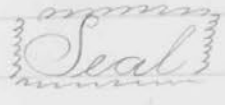
"Summons"

State of Ohio }
Union County, S.S. }

To the Sheriff of the County of Union, Greeting:

We command you to notify Clinton W. Case, Olimena Jonkin and Peleg Cranston that they have been sued by Velasco J. Case in the Court of Common Pleas of Union County, and that unless they answer by the 13th day of May A. D. 1882 the petition of said Velasco J. Case 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 April A. D. 1882.

Witness my hand and the seal of said Court, this 15th day of April A. D. 1882.



J. Q. Burgener, Clerk

In action for specific performance of real contract and for judgment against estate of Newton Case for \$978.⁰⁰ with proper interest.

Ayers, Porter & Porter Attys.

"Sheriff's Return"

State of Ohio }
Union County, S.S. }

Sheriff's Return.

Received this Writ April 15th A. D.

1882, at 10 o'clock A. M., and pursuant to its command, on the 17th day of April A. D. 1882, I served the same by delivering a certified copy thereof with the endorsements thereon to each of the within named defendants.

Service, 60, Mileage 2.80, Cops. 40 Total \$3.80

John Hobernack, Sheriff.

Writ returned and filed April 17th 1882.

On the 15th day of April 1882, a summons was issued by the Clerk of said Court which reads as follows, viz:

"Summons"

The State of Ohio, }
Union County, S.S. }

To the Sheriff of the County of Logan, Greeting:

We command you to notify Rachael Joslin and William Joslin her husband that they have been sued by Velasco J. Case in the Court of Common Pleas of Union County, and that unless they answer by the 13th day of May A. D. 1882, the petition of the said

Delasco J. Case against them filed in the Clerk's office of said Court, such petitions will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 24th day of April A. D. 1882.

Witness my hand and the seal of said Court, this 15th day of April A. D. 1882.

Seal

J. D. Bengner, Clerk

In action for specific performance of real contract and for judgment against estate of Skenton Case for \$978⁰⁰ with proper interest Agnes, Porter & Porter, Plaintiff's Atty's

Returned and filed April 25th 1882; Endorsed as follows:-

"Sherriff's Return"

The State of Ohio } Sheriff's Return.
Logan County, ss. } Received this writ April 16th A. D. 1882, at 2 o'clock P. M. and pursuant to its command I served the same on the within named Rachel Goslin by certified copy with the endorsements thereon, personal April 22nd 1882. Served the on the within named William Goslin by leaving certified copy of this writ with the endorsements thereon at his usual place of residence, April 22nd 1882.

Service .45; Mileage 1.28; Copy .32; Return .25 Postage .06, Total \$ 2.36.

H. M. Chime, Sherriff, Logan Co. Ohio

On the 15th day of April 1882 a Summons was issued by the Clerk of said Court which reads as follows, viz:

"Summons" 4022

The State of Ohio }
Union County, ss. } To the Sheriff of the County of Delaware, Greeting:
We command you to notify Electa Wilcox and Charles Wilcox that they have been sued by Delasco J. Case in the Court of Common Pleas of Union County, and that unless they answer by the 13th day of May A. D. 1882, the petition of the said Delasco J. Case 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 April A. D. 1882.

Seal

Witness my hand and the seal of said Court, this 15th day of April A. D. 1882.

J. D. Bengner, Clerk

In action for specific performance of real contract and judgment against estate of Skenton Case dec'd for \$978⁰⁰ with proper int. Plaintiff's Attorneys

Writ returned and filed April 22nd 1882, endorsed as follows, viz:

"Sherriff's Return"

The State of Ohio }
Delaware County, ss. } Received this writ on the 17th day of April, A. D. 1882 at o'clock P. M., and pursuant to its command, I served the within Summons on the within named defendants Electa Wilcox and Charles Wilcox by personally delivering to each of them a true and certified copy of this writ with the endorsements thereon

Service, 45; Mileage, 1.76; Postage .03; Copy .30; Docket, 25; Return, 25; Total \$3.04

William H. Cutler Sheriff Delaware Co. Ohio

By J. E. White, Deputy

On the 15th day of April 1882 a Summons was issued by the Clerk of said Court which reads as follows, viz:

"Summons" 4022

The State of Ohio }
Union County, ss. } We command that they have Union Co. 1882, the petition office of said rendered acc on the 24th day

Seal

"Sherriff's Return"

"Summons" 4022

Afterwards with the Clerk of said Court. The State of Ohio }
And now decree to be 1st that the is a misjo not state for the said day

"Action" No. 4022

Afterwards reads as follows The defendant self, to strike Admrs and Rebe

Summons
4022

The State of Ohio, }
Union County, S.S. } To the Sheriff of Sangamon County, State of Illinois, Greeting
We command you to notify Lucelia Kent and Elmore Kent her husband
that they have been sued by Velasco J. Case in the Court of Common Pleas of
Union County, and that unless they answer by the 13th day of May A.D.
1882, the petition of the said Velasco J. Case 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 April A.D. 1882.

Seal

Witness my hand and the seal of said Court, this
15th day of April A.D. 1882
J. L. Benguer, Clerk

Sheriff's Return

Demurrer
4022

Afterward on the 6th day of May 1882 a Demurrer was filed
with the Clerk of said Court which reads as follows:-
The State of Ohio, Union County Court of Common Pleas
Velasco J. Case, Plaintiff
vs.
Clinton W. Case et al., Defendant } Demurrer

And now comes the defendants, except Pleg Cranston admr. &c., and
demurs to plaintiff's petition for the following reasons, to-wit:-
1st That there is a misjoinder of parties defendant. 2nd That there
is a misjoinder of causes of action. 3rd Because said petition does
not state facts sufficient to constitute a cause of action against
the said defendants.

A. J. Carpenter, Robinson & Piper and Powell & Fulton for the
said Defendants.

Motion
No. 4022

Afterward a Motion was filed with the Clerk of said Court which
reads as follows:-

Velasco J. Case
vs.
Clinton W. Case, et al. } Court of Common Pleas, Union Co. Ohio

The defendant, Pleg Cranston as Admr. &c. moves the Court to order
plff. to strike out so much of said petition as sets up an account agst. said
Admr. and seeks a judgment agst. said Admr. as surplus immaterial matter
Robinson & Piper, Carpenter and Fulton & Powell, His Atty's.

Entry
No. 4022

Afterward on the 24th day of May 1882 an entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:
Velasco J. Case

vs.
Clinton W. Case et al. } This cause came on to be heard on demurrer of part of Defendants and on motion to strike out the account set up in said petition and the prayer for judgement thereon, whereupon the Court sustain said motion and overrule said demurrer. Thereupon the plaintiff asked and obtained leave to separately docket said cause against said Peleg Cranston as such administrator, as to said account against estate, the copy of which account is attached to said petition, and plaintiff has leave to detach said copy of said account from said petition, so as to attach the same to a new petition to be filed against said administrator on the same. To which new petition said administrator enters his appearance

Leave to file answer by July 15th 1882.

Afterward on the 15th day of July 1882 an Answer was filed with the Clerk of said Court which reads as follows, viz:-

No. 4022
Answer

Velasco J. Case, Plaintiff

vs.
Clinton W. Case et al. Defendants

The State of Ohio, Union County
Court of Common Pleas

And now come the defendants, except Peleg Cranston administrator and for answer herein say: - that they admit that Clinton W. Case, Lucretia Kent, Electa Wilcox, Rachel Joslin, Olimina Youkin, and the said plaintiff are the only children and heirs at law of said Newton Case deceased; that the said Peleg Cranston is the duly appointed and qualified administrator of the estate of said Newton Case deceased; that Azuba Case, the widow of said Newton Case, by agreement of said children, has a life estate in the lands mentioned in the petition; that said Newton Case died intestate possessed of a large amount of real and personal property; and they deny each and every other allegation in said petition contained.

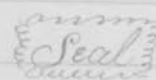
Robinson & Piper, A. T. Carpenter and Powell & Bealton for Defts.

The State of Ohio, Union County, ss.

Charles Wilcox one of the defendants being first duly sworn according to law says the facts stated and allegation in the foregoing Answer are true as he verily believes

Charles Wilcox.

Sworn to before me and subscribed in my presence by the said Charles Wilcox this 15th day of July A. D. 1882



W. W. Merchant, Notary Public

No. 4022
Entry

Afterward on the 2^d day of February 1883 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:
Velasco J. Case

vs.
Clinton W. Case et al. }

This day this cause came on to be heard upon the petition of plaintiff, the answer of the defendants, and the evidence offered by the parties, and was agreed by counsel, and the Court being fully advised in the premises, do find the

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between plaintiff
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equity of the case to be with the plaintiff, that the contract was made between plaintiff and said Newton Case, as plaintiff hath claimed in his petition and that the plaintiff is entitled to the specific execution and performance of the same, as to so much of said 215 acres of land mentioned in his petition as is described as follows: - Situate in the County of Union and State of Ohio, and in Taylor Township, and in the Virginia Military Survey No. 3691, and bounded as described as follows: - Beginning at a beech S. W. Corner to a piece of land sold by Lewis Sanford to John W. Combs running S 84° 25' E. 147 5/8 poles to a beech and ash, thence N. 8° E. 180 poles to a stake, or stone in the centre of the road leading up Boker Creek on the South side, thence N. 71 1/2 W. 8 poles to the centre of the creek, thence up the creek with the meanders thereof N. 67 1/4 W. 13 poles 22 links N. 37 W. 46 poles 17 links, S. 76 W. 19 poles 5 links N. 56 1/2 W. 26 poles N. 6 1/2 E. 8 poles, 16 links, S. 83 1/2 W. 16 poles N. 72 3/4 W. 24 poles 18 links, thence leaving the creek S. 8 W. 9 poles 15 links to the centre of the before named county road, thence with said road N. 33° W. 12 poles to a stake in the original West-line of the above named survey No. 3691, thence with the said line S. 8° W. 131 poles to the place of beginning containing 165 acres and 27 poles be the same more or less. Being the same land conveyed by John W. Miller and wife by deed dated August 29th 1856, and recorded in Union County Record of Deeds Vol. 20. pages 421 and 422. The court further finds the equity of the case to be with the defendants as to the remaining portion of said 215 acres. It is therefore ordered, adjudged and decreed, that within sixty days from the 2nd day of February A. D. 1883, the said Clinton W. Case, Lucretia Keet and Elmore Keet her husband, Electa Wilcox and Charles Wilcox her husband, Rachael Joslin and William Joslin her husband and Olimena Jonkin, execute and deliver to said Velasco J. Case a good and sufficient deed, conveying said tract of 165 acres and 27 poles above described, to the said Velasco J. Case in fee simple: and in default of the execution and delivery of such deed as afore said by the defendants above named, it is ordered and adjudged that this judgment and decree shall have the force, effect and operation of such conveyance, so as to vest the title to said premises in the said Velasco J. Case in fee simple. It is further considered and adjudged that the plaintiff pay the costs by him made in this cause, and the defendants pay the costs by them made, and in default of such payment by either party that execution issue therefor. And thereupon the defendants gave notice of their intention to appeal this cause to the District Court and the Court fix the amount of the appeal bond at \$500.⁰⁰

Attest J. D. Binger, Clerk.

For additional record

See Vol. 22 page 176

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 of the 3rd Subdivision of the 10th Judicial District of the State of Ohio, on the 8th day of January in the year of our Lord One Thousand Eight Hundred and Eighty-three

Wherefore, to wit: on the 26th day of August A. D. 1882 the following Petition was filed with the Clerk of said Court. to wit:

Petition
4092

B. W. Smith, Plaintiff
Against
John W. Morris, Lydia Morris,
A. J. Richardson, S. W. Van Winkle &
The Peoples Bank of
Marysville Ohio Defendants

Petitioner
Court of Common Pleas
Union County, Ohio.

The plaintiff says:-

That on the 4th day of January A. D. 1882 the defendants John W. Morris and Lydia Morris made and delivered to the plaintiff their sixteen promissory notes of that date and thereby promised to pay to plaintiff or order \$400. January 1st 1883 - \$400. January 1st 1884 - \$400. January 1st 1885 - \$400. January 1st 1886 all bearing interest @ 6% from January 1st 1882 - also twelve notes each calling for \$52.³⁹ and the first one due February 1st 1882 and one due on the 1st day of each succeeding month until all paid - each note to draw interest @ 6% from date - The first five of the above described notes of \$52.³⁹ each to wit: the ones due Feb. 1st; Mch. 1st; Apr. 1st; May 1st; & June 1st are paid - (Copies of the other notes above referred to are hereto attached numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 & 11 respectively)

2nd. The defendants Lydia A. Morris and John W. Morris on the 4th day of January A. D. 1882, to secure the payment of said notes executed and delivered to the plaintiff their mortgage and thereby conveyed to the plaintiff his heirs and assigns the following lands and tenements, situated in the township of York in the County of Union and bounded and described as follows, to wit: All of Lots Number thirty-eight (No. 38), thirty-nine (No. 39), forty-two (No. 42), forty-three (No. 43), forty-six (No. 46) and forty-seven (No. 47) in the village of Summersville in said County - Also all that tract of land adjoining and lying immediately East of said lots bounded on the North by land owned by A. J. Richardson; on the East by land owned by A. J. Richardson; on the South by the village of Summersville and on the West by the above described lots and village of Summersville containing two and one half (2 1/2) Acres more or less. The condition contained in said deed was in substance that if said Lydia A. and John W. Morris should pay or cause to be paid the above described promissory notes and the interest thereon when due and according to the tenor thereof, then said deed should be void otherwise to be and to remain in full force and effect in law.

3rd. On the 5th day of January A. D. 1882 at 2 o'clock P. M. the said mortgage was delivered to the Recorder of said County to be by him entered on record and was recorded on the 7th day of January A. D. 1882 in Record of Mortgages, for said County, Vol. 17: Page 253.

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4th. The said deed has become absolute. The first five notes of \$52.³⁹ each due respectively on the first days of February, March, April, May and June have each been paid in full. All the other notes above described are still unpaid. There is now due and remaining unpaid upon said indebtedness the two notes of \$52.³⁹ each due July 1st and August 1st 1882, to wit: the sum of One Hundred and four and ³⁹/₁₀₀ Dollars (\$104.⁷⁸) with interest thereon from January 1st A. D. 1882.

5th. Plaintiff says that he sold and transferred to The Peoples Bank of Mansville, O. the note for \$400. due January 1st 1883 and they are still the legal owners and holders thereof as plaintiff is informed and so alleges. Plaintiff further says that since the execution and delivery of said note and mortgage the defendants Lydia A. Morris and John W. Morris have made an assignment in trust for the benefit of their creditor to the defendants A. J. Richardson and S. W. Van Winkle. Plaintiff therefore asks that The Peoples Bank of Mansville, Ohio and A. J. Richardson and S. W. Van Winkle be made defendants herein and required to answer and set forth whatever interest in or claim to said above described premises they or either of them may have.

6th. The plaintiff asks that said mortgage may be foreclosed, the said premises ordered to be sold and the proceeds applied in payment of said debt and for all proper relief.

A. J. Carpenter, Atty for Plaintiff

The State of Ohio, Union County, ss.

A. J. Carpenter being sworn says he is the Attorney for the above named plaintiff and duly authorized in this action. That said L. W. Smith is a non resident of said County of Union and is now absent therefrom. Affiant further says that the facts stated and allegation contained in the plaintiff's foregoing petition are true as affiant verily believes.

A. J. Carpenter.

Sworn to by A. J. Carpenter before me and signed by him in my presence this 26th day of August A. D. 1882.

Faber Randall Deputy Clerk

To Clerk:

Issue summonses in above case to Sheriff of Union County Ohio for the defendants Lydia A. Morris and John W. Morris returnable according to law. Indorse "Amt. claimed \$104.⁷⁸ @ 6% int. from January 1, 1882 and fore-closure of mortgage"

A. J. Carpenter, Atty. for Plaintiff

We hereby waive the issuing and service of _____ against us in this action and enter our appearance herein.

August 26, 1882

C. S. Chapman, Cas. Peoples Bank
A. J. Richardson, S. W. Van Winkle

Copies of Notes.

Note. "#52.³⁹" (1) "January 1, 1882"
 "July 1, after date we promise to pay to the order of L. W. Smith fifty-"
 "two and ³⁹/₁₀₀ Dollars at six per cent interest from date value received."
 (Signed) "John W. Morris"
 "Lydia A. Morris"

Note (2).
 " \$52.³² January 1, 1882 "
 " August 1st after date we promise to pay to the order of L. W. Smith "
 " Fifty-two and ³²/₁₀₀ Dollars at six per cent interest from date value received "
 (Signed) "John W. Morris." "Lydia A. Morris"

Note (3).
 " \$52.³² January 1, 1882 "
 " September 1st after date we promise to pay to the order of L. W. Smith "
 " Fifty-two and ³²/₁₀₀ Dollars at six per cent interest from date value received "
 (Signed) "John W. Morris." "Lydia A. Morris"

Note (4).
 " \$52.³² January 1, 1882 "
 " October 1st after date we promise to pay to the order of L. W. Smith "
 " Fifty-two and ³²/₁₀₀ Dollars at six per cent interest from date value received "
 (Signed) "John W. Morris." "Lydia A. Morris"

Note (5).
 " \$52.³² January 1, 1882 "
 " November 1, after date we promise to pay to the order of L. W. Smith "
 " Fifty-two and ³²/₁₀₀ Dollars at six per cent interest from date value received "
 (Signed) "John W. Morris." "Lydia A. Morris"

Note (6).
 " \$52.³² January 1, 1882 "
 " December 1, after date we promise to pay to the order of L. W. Smith "
 " Fifty-two and ³²/₁₀₀ Dollars at six per cent interest from date value received "
 (Signed) "John W. Morris." "Lydia A. Morris"

Note (7).
 " \$52.³² January 1, 1882 "
 " January 1st 1883 after date we promise to pay to the order of L. W. Smith "
 " Fifty-two and ³²/₁₀₀ Dollars at six per cent int. from date value received. "
 (Signed) "John W. Morris." "Lydia A. Morris"

Note (8).
 " \$400. January 4, 1882 "
 " January 1, 1883 after date we promise to pay to the order of L. W. Smith "
 " Four Hundred Dollars at six per cent interest from date value received. "
 " Payable at Peoples Bank Marysville O. "
 (Signed) "John W. Morris." "Lydia A. Morris"

Note (9).
 " \$400. January 4, 1882 "
 " January 1, 1884 after date we promise to pay to the order of L. W. Smith "
 " Four Hundred Dollars at six per cent interest from date value received "
 " Payable at Peoples Bank Marysville, O. "
 (Signed) "John W. Morris." "Lydia A. Morris"

Note (10).
 " \$400. January 4, 1882 "
 " January 1st 1885 after date we promise to pay to the order of L. W. Smith "
 " Four Hundred Dollars at six ³²/₁₀₀ int. from date value received, payable "
 " at Peoples Bank Marysville O. "
 (Signed) "John W. Morris." "Lydia A. Morris"

Note (11).
 " \$400. January 4, 1882 "

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" Four Hundred Dollars at six per cent interest from date value received "

" Payable at Peoples Bank Mansville O. "

(Signed) "John W. Morris" "Lydia A. Morris"

"Receipt" To the Clerk of said Court;

Issue Summonses in above case for Lydia A. Morris and John W. Morris returnable according to law. Enclose, Action for fore closure of mortgage, Amd. claimed \$104.⁷⁵ @ 6% int. from January 1st 1882

A. J. Carpenter, Atty for Plff.

On the 26th day of August - A. D. 1882 a Summons was issued by the Clerk of said Court which reads as follows, viz:

"Summons" No. 4092

The State of Ohio, }
 Union County, ss. } To the Sheriff of the County of Union, Greeting:
 We command you to notify Lydia A. Morris and John W. Morris that they and others have been sued by L. W. Smith in the Court of Common Pleas of Union County, and that unless they answer by the 23rd day of September A. D. 1882, the petition of said L. W. 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 4th day of September A. D. 1882.

Witness my hand and the seal of said Court, this 26th day of August A. D. 1882



J. D. Burgess, Clerk.
 By Taber Randall, Deputy

In action for Amd. claimed, \$104.⁷⁵ at 6% int from January 1, 1882 and fore closure of Mortgage.

A. J. Carpenter, Plff's Atty.

Writ returned and filed August 29th 1882, Endorsed as follows:-

"Sheriff's Return"

The State of Ohio }
 Union County, ss. } Received this Writ August 26th A. D. 1882 at 2 o'clock P. M., and pursuant to its command, on the 29th day of August A. D. 1882 I served the same by delivering a true copy thereof with the endorsement thereon to each of the within named defendants.

Service 45; Mileage \$3.20; Cop. 40; Total \$4.05-

John Hobensack, Sheriff

Afterward on the 26th day of August - 1882 an answer was filed with the Clerk of said Court which reads as follows, viz:-

"Answer of the Peoples Bank"

L. W. Smith, Plaintiff }
 vs. } Court of Common Pleas, Union County, Ohio.
 John W. Morris, et al, Defs. }

And now comes the Peoples Bank (of Mansville Ohio) and for answer to the plaintiff's petition says:- That it is a copartnership formed for the purpose of doing business within the State of Ohio and not incorporated; that it purchased of plaintiff for a full fair and valuable consideration the note of Four Hundred Dollars due January 1st 1883 with interest @ 6% from January 1st 1882 and is still the legal owner and holder thereof (a copy of said note is attached to plaintiff's petition as exhibit 8 to which reference is hereby made.)

There are no credits on said note and there is still owing thereon from Lydia A. and John W. Morris to the Peoples Bank the full sum of Four Hundred Dollars with 6% int. from January 1, 1882. The defendant says said note is the first one of the four hundred dollar notes due and is the first and best lien (of said four hundred dollar notes) upon the premises described in the plaintiffs petition. This defendant asks the protection of the Court in the premises and that in case said premises are sold its said claim be paid out of the proceeds of said sale in the order of its priority with the other claims against said real estate as the same shall be found by the Court and for all proper relief

A. J. Carpenter, Atty for the Peoples Bank

The State of Ohio, Union County S.S.

B. S. Chapman being sworn says he is one of the Copartners in the Peoples Bank, defendant herein and is the cashier thereof - Affiant further says that the facts stated and the allegations contained in the foregoing answer are true as affiant truly believes.

B. S. Chapman

Sworn to by B. S. Chapman before me and signed by him in my presence this 26th day of August A.D. 1882.

Tabor Randall, Deputy Clerk.

Afterward on the 20th day of September 1882 an answer was filed with the Clerk of said Court which reads as follows, viz:-

Answer of
John W.
Morris.
4092.

L. W. Smith, Plaintiff

Against

John W. Morris, Lydia Morris
A. J. Richardson, Sam Winkler &
The Peoples Bank of Marysville, O. Defts.

Court of Common Pleas
Union County, Ohio.

Now comes the said John W. Morris one of the afore named defendants and for his separate answer to the said petition says that he admits the executing and delivery of said mortgage and notes as set out in said petition but says that he is entitled to the following additional payment to be applied as a payment on the note due on the 1st of July A.D. 1882 and which does not appear on said petition, - That on or about July - A.D. 1882 by the order and request of L. W. Smith he paid to one Warkington Davis \$21.⁴⁴ which was to be applied as a payment upon said note above mentioned as due July 1st 1882 Defendant, J. W. Morris therefore asks that the same be so applied by the Court.

J. W. Kennedy, Atty for J. W. Morris
State of Ohio, Union County S.S.

J. W. Morris being first-duly sworn says that the facts and allegations of the foregoing answer are as he believes true.

J. W. Morris

Sworn to and subscribed by the said J. W. Morris before me this 20th day of September 1882

J. D. Burgner, Clerk.

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Afterward on the 27th day of September 1882 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to wit:

Entry
4092.

L. W. Smith
vs.
John W. Morris et al.

This day this cause came on for hearing upon the petitions of plaintiff, the answer of the Peoples Bank and John W. Morris the other defendants being in default for answer or demurr, and the evidence on consideration whereof the Court find that the defendants John W. Morris and Lydia A. Morris executed to the plaintiff the several notes set forth in plaintiffs petition; that two of said notes were past due when the petition was filed; that one of said notes has become due since that time and that all three of said notes are unpaid (except the credit of \$21.⁴⁴ as set forth in John W. Morris answer) and that the other notes set forth in the petition are not yet due, the Court further find that there is due to the plaintiff from the defendants John W. Morris and Lydia A. Morris on said notes which are overdue (after crediting \$21.⁴⁴) with interest to the first day of this term (Sept. 11, 1882) the sum of One Hundred and Thirty-two and ⁵⁴/₁₀₀ Dollars (\$132.⁵⁴). And the Court further find, that in order to secure to plaintiff the payment of said several notes, the defendants, John W. Morris and Lydia A. Morris executed and delivered to said L. W. Smith their certain mortgage, on the premises described in the petition; that said mortgage was duly recorded in Book 17, page 253, of the Record 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 defendants, John W. Morris and Lydia A. Morris, shall, within five days from the entry of this decree, pay, or cause to be paid, to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum of \$132.⁵⁴ so far as due as above said with interest from the 11th day of September A.D. 1882, 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 appraise, advertise and sell said premises and bring the proceeds into Court for further orders.

Afterward on the 14th day of October 1882 an order was filed in the Clerks Office of said Court which reads as follows, viz:-

Receipt

L. W. Smith, Plaintiff
vs.
John W. Morris et al, Defendants

Court of Common Pleas of Union Co.

Issue Order of Sale to Sheriff of Union County in above entitled case.

A. J. Carpenter, Atty. for Plaintiff

To the Clerk of Common Pleas Court.

Afterward on the 14th day of October 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 Mansfield in and for said County, on the 27th day of September A.D. 1882, in the cause of L. W. Smith, Plaintiff, and John W. Morris and Lydia A. Morris, Defendants, it was ordered, adjudged and decreed as follows, to-wit: That unless the Defendants John W. Morris and Lydia A. Morris shall within five days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case, and to the Plaintiff herein the sum of \$132.⁰⁴ so found due as aforesaid with int. from the 11th day of September A.D. 1882 that an order of sale issue to the Sheriff of Union County, Ohio, directing him to appraise, advertise and sell the following described real estate, situate in the Township of York in the County of Union and described as follows: to-wit, All of lots Nos. 38, 39, 42, 43, 46 and 47 in the village of Summersville in said County, also all that tract of land lying adjoining and immediately East of said lots bounded on the north by lands owned by A. J. Richardson, on the East by lands owned by A. J. Richardson, on the South by the village of Summersville and on the West by the above described lots and village of Summersville containing 2 1/2 acres more or less.

We therefore Command you, That you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the Statute regulating sales on Executions, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court; at Mansfield, Ohio, this 14th day of October A.D. 1882.

J. P. Burgner, Clerk.

Seal

The State of Ohio }
Union County, ss. }

Sheriff's Return

In obedience to the command of the Order of Sale hereto annexed I did on the 16th day of October 1882, summon on H. S. Colver, S. Taylor and Peter Hill 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 16th day of October, 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 Two thousand Dollars (\$2000.⁰⁰). A certified copy of said appraisal I forthwith deposit in the office of the Clerk of the Court of Common Pleas of said County, and on the 24th day of October 1882 I caused to be advertised in the Mansfield Tribune.

Suitor 45; Levy, 30; Summoning and Swearing Appraisers 1.20; Conveying Appraisers 1.00; Making Appraisal 30; Copy of Appraisal 30; Notice to Printer 30; Printing Notice 30; Mileage 2.56; Total \$6.71. Appraisers fees 3.⁰⁰ Printer 4.15 \$9.⁰⁰ This list returned by order of Dist. Atty.

Filed Nov. 27th 1882

John Kobersack, Sheriff.

Seal

Receipt To the Clerk
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To the Clerk of Common Pleas Court:

L. W. Smith Plaintiff

vs.

Jess. W. Morris et al Defendant

Court of Common Pleas, of Union County

Issue Alias Order of Sale to Sheriff of Union County in above entitled case.

A. J. Carpenter, Attorney for Plaintiff.

On the 27th day of November 1882 an Alias 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, I reciting:
Union County, ss }

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union upon the 27 day of September 1882 L. W. Smith obtained a judgment or decree against John W. Morris and Lydia A. Morris for the sum of One hundred and thirty-two and 7/10 dollars and costs of suit: And whereas, it was there and there by said Court ordered, adjudged and decreed that the said John W. Morris and Lydia A. Morris within five days from the 27th day of September A. D. 1882 pay unto said L. W. Smith the said sum of One Hundred and Thirty-two and 7/10 Dollars with interest from the 11 day of September 1882 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 the Plaintiffs petition, &c. And whereas, the five days aforesaid, have fully expired, and the said sum of \$132.⁰⁷ 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 14 day of October A. D. 1882 the following lands and tenements were appraised, advertised and offered for sale, to-wit:- Situate in the Township of York, County of Union and State of Ohio described as follows, to-wit: All of lots Nos. 38, 39, 42, 43, 46, and 47 in the village of Summersville in said County, also all that tract of land lying adjoining and immediately East of said lots, bounded on the North by lands owned by A. J. Richardson, on the East by land owned by A. J. Richardson, on the South by the village of Summersville and on the West by the above described lots and the village of Summersville, containing 2 1/2 acres, 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 appraisement had under the said former order of sale, to-wit:- \$2,000.⁰⁰ 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 27th day of November A. D. 1882
J. D. Burgess, Clerk

Seal

Shiffs vs 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 November 1882 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 30 day of December A.D. 1882 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 30th day of December 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 there and there came B. W. Smith who bid for the same the sum of One thousand three hundred and thirty five (1335.⁰⁰) Dollars and said sum being more than twice of the appraised value thereof, and said B. W. Smith being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of 1335.⁰⁰ Dollars. Notice to Deeds 30; Printing Notice 30; Mileage 2.56; Poundage 6.36; Total \$ 9.52, Deeds Fees 2.00.

John Hobernsack, Sheriff

Filed Dec. 30th 1882.

Afterward on the 8th day of January 1883 a Proof of Publication was filed with the Clerk of said Court which reads as follows:-

Sheriff's Sale

Court of Common Pleas, Union County, O.

Proof of B. W. Smith,

Publication vs. } One Order of Sale.

No. 4092 Jas. W. Morris, 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 December 30th, 1882, at or about the hour of 1 o'clock, P.M., on said day, the following described real estate, to wit: Situate in the Township of York County of Union, State of Ohio, and being known and described as follows: All of Lots Nos. 38, 39, 42, 43, 46 and 47, in the village of Summersville, in said County; also all that tract of land lying adjoining and immediately east of said lots bounded on the north by lands owned by A. J. Richardson on the east by land owned by A. J. Richardson, on the south by the village of Summersville and on the west by the above described lots and the village of Summersville, containing 2 1/2 acres, more or less.

Appraised at \$2000. Terms of sale cash.

John Hobernsack, Sheriff of Union County, Ohio.

Nov. 25, 1882 - 500 - \$ 7.00
A. J. Carpenter, Attorney.

The State of Ohio, Union County, S. S.
The undersigned, being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in the "Marysville Tribune"

a newspaper
now begun
Sworn to
Afterward
by the Clerk
Entry L. W. Smith
No. 4092 vs.
John W.
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a newspaper of general circulation in the County of Union, the first publica-
tion beginning with Nov. 25th 1882.

W. O. Shearer

Sworn to and subscribed before me, this 8th day of January 1883

J. D. Burgeon, Clerk.

Afterward on the 2nd day of February 1883 an entry was made on the Journal
by the Clerk of said Court which reads as follows, to wit:—

Entry
No. 4092

L. W. Smith
vs.
John W. Morris et al

Entry.

On motion of the plaintiff, and on his pro-
ducing the returns 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 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 they are hereby approved and
confirmed - And it is further ordered that the said Sheriff convey to
the purchaser L. W. Smith by deed in fee simple the lands and tenement
so sold and the said purchaser is hereby subrogated to all the rights of the
said lien holder in said premises so far as they may be paid hereon and
a writ of possession is hereby awarded to put said purchaser in possession
of said premises.

And the Court coming now to distribute the proceeds of said sale
amounting to Thirteen Hundred and thirty-five Dollars (\$1335.) it
is ordered that the Sheriff out of the money in his hands, pay
First the costs of this action taxed to \$43.85. Secondly - The Court
find that since the judgment herein four of the notes of \$52.39 each
set forth in the petition have become due and that there is due to the
plaintiff therein with interest to the present day the sum of Two Hundred
and Thirteen and ²/₁₀₀ Dollars. The Court further find that the note
for \$700. owned and held by the Peoples Bank as set forth in the ans-
wer of the Peoples Bank has also become due and is unpaid and
there is due to the Peoples Bank therein with interest to the present day
the sum of Four Hundred and Twenty-four and ⁵³/₁₀₀ Dollars (\$424.⁵³/₁₀₀).
The Court further find that the last three notes of Four Hundred Dollars each
in the petition described are not yet due and that there is owing them
to the said plaintiff with interest to the present day the sum of Twelve Hundred
and Seventy-three and ⁶/₁₀₀ Dollars (\$1273.⁶/₁₀₀)

It is therefore ordered that the sheriff pay to the plaintiff L. W. Smith the
amount herein and in the former decree found due and owing him to wit
the sum of three Hundred and Forty-seven and ⁵³/₁₀₀ Dollars (\$347.⁵³/₁₀₀)

Thirdly - To the defendant the Peoples Bank the amount found due them
herein with interest to the present day to wit: the sum of Four Hundred and
Twenty-four and ⁵³/₁₀₀ Dollars (\$424.⁵³/₁₀₀). Fourth, to the plaintiff L.

W. Smith to be credited on the Twelve Hundred and Seventy-three and ⁶/₁₀₀ Dollars
owing to him on the last three notes set up in his petition the balance of the money
remaining in his hands, to wit: the sum of Five Hundred & Ninety & ²⁹/₁₀₀ Dollars (\$599.²⁹/₁₀₀)

Attest. John D. Burgeon, 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 Maeysville, within and for the County of Union of the 3rd Subdivision of the 10th Judicial District of the State of Ohio, on the 8th day of January in the year of our Lord One Thousand, Eight-Hundred and Eighty-Three. Wherefore, to-wit: On the 9th day of December A. D. 1882 the following Petition was filed with the Clerk of said Court:-

Petition

4150

Peleg Cranston, Administrator
of the Estate of
Newton Case Deceased, Plaintiff
vs.
C. J. Monroe, A. Walter and
John M. Horn, Defendants

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

The plaintiff says:-

On or about the — day of — A. D. 1881 he was duly appointed and qualified and letters were granted to him as Administrator of Estate of Newton Case Deceased by the Probate Court of the County of Union and State of Ohio.

As part of the assets of the said estate of Newton Case deceased, there came into plaintiff's hands as said Administrator a promissory note which is the foundation of this action and which is in the words and figures following, to-wit:

"\$400.⁰⁰ Jan 3rd Richmond O. 1881 "
" Fifteen months after date we promise to pay to the "
" order of John M. Horn or bears the sum of Four Hundred "
" Dollars at 6 per cent from date. Value received with 6 per cent "
" per annum. Due April 3rd 1882. C. J. Monroe "
" A. Walter "

On said note appears the following endorsement:—"John M. Horn"
There is now due from the defendants C. J. Monroe and A. Walter as makers and J. M. Horn as endorser the sum of four hundred dollars which the plaintiff as said administrator claims with interest at 6 per cent per annum from January 3rd A. D. 1881 and for which he prays judgment.

Robinson & Piper, Attorneys for Plaintiff
State of Ohio, Union County SS.

L. Piper being duly sworn according to law says he is one of the Attorneys of the above named plaintiff duly authorized in the premises that the foregoing pleading of Peleg Cranston as Administrator of Estate of Newton Case dec'd 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 Peleg Cranston are as affiant believes true.

L. Piper
State of Ohio, Union County SS.
Sworn to before me by L. Piper and by him subscribed in my presence this 9th day of December A. D. 1882.

J. L. Burgerer, Clerk

Receipt To Clerk:

County Clerk

On the 9th day of December 1882

Summons 4150

The Court

The command have been issued by the Court and answer by against the be taken and due return

An action of 3rd 1881.

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Entry 4150

Peleg Cran

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Receipt

To Clerk:-

Issue Summons upon the above petition to the Sheriff of Union County Ohio for C. J. Munroe and John M. Horn returnable according to law Enclosed Amount-Claimed \$400.⁰⁰ with 6% interest from January 3rd 1881

Robinson & Piper, Attorneys for Plaintiff

On the 9th day of December 1882 a Summons was issued by the Clerk of said Court which reads as follows, viz:-

Summons
4150

The State of Ohio }
Union County, ss }

To the Sheriff of the County of Union, Greeting: The command you to notify C. J. Munroe and John M. Horn that they have been sued by Peleg Cranston Admin. of Thewton Case deceased in the Court of Common Pleas of Union County, and that unless they answer by the 6th day of January A.D. 1883, the petition of said Plaintiff 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 18th day of December A.D. 1882.

Witness my hand and the seal of said Court, this 9th day of December A.D. 1882.

J. D. Burghes, Clerk.

An action for money only, Amount-claimed \$400.⁰⁰ with 6% int from Jan. 3rd 1881. Robinson & Piper Plff's Attys

Returned and filed December 18th 1882, Enclosed as follows, viz:-

Sheriff's Ret.

The State of Ohio }
Union County, ss }

Sheriff's Return.

Received this writ Dec. 9th A.D. 1882, at 10 o'clock A.M., and pursuant to its command, on the 16th day of December A.D. 1882 I served the same by delivering a certified copy thereof with the endorsements thereon to each of the within named defendants.

Service 45; Mileage 2.80, Cop. 40 Total \$3.65

John Hoberack Sheriff

Afterward on the 26th day of January 1883 an entry was made on the Journal by the Clerk of said Court which reads as follows, Court:-

Entry
4150

Peleg Cranston, Admin.

vs.

C. J. Munroe, A. Walter
and John M. Horn

Money only.

And now came the plaintiff herein and the defendant C. J. Munroe and John M. Horn being in default for answer and demurrer the Court find that the allegations of the petition are confessed by them to be true and that the defendants C. J. Munroe and John M. Horn are indebted in the sum of Four hundred forty nine & ⁶⁰/₁₀₀ Dollars (\$449.⁶⁰/₁₀₀). It is therefore considered by the Court that the said plaintiff as administrator recovers from the said defendants C. J. Munroe & John M. Horn or either of them the said sum of Four hundred forty nine & ⁶⁰/₁₀₀ Dollars with interest from January 26th 1883 at 6 per cent per annum and his costs herein expended taxed to \$ — It is further ordered by the Court that this cause be continued as to A. Walter for service of process.

Attest J. D. Burghes Clerk. By A. R. Burghes Deputy

Plead 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 Third Subdivision of the Ninth Judicial District of the State of Ohio, on the 8th day of January in the year of our Lord One Thousand Eight Hundred and Eighty-three. Wherefore on the 15th day of December A.D. 1882 the following Petition was filed with the Clerk of said Court, to wit:-

Petition
4156

James M. Cloud - Plaintiff
Against
David M. Cloud, Laura M. Cloud
A. J. Blue, David Blue, Laura Blue, Olive Blue, Cora Blue, George Blue, Eva Blue, Francis C. M. Cloud, Corydon M. Cloud, Charles M. Cloud Mariah Eby Joseph Eby and A. E. M. Cloud - Defendants

Court of
Common Pleas
Union County,
Ohio

Petition

Your petitioner, James

M. Cloud of the County of Union State of Ohio, represents:

1st. That on or about the year 1872 one John M. Cloud late of Union County, Ohio, died seized of an estate in fee simple of the following described real estate situate in the Townships of Darby, County of Union and State of Ohio and known and designated as two Lots Number Fifty-five (No. 55), Number Thirty (No. 30) and Number Thirty-two (No. 32) in the village of Unionville (For a more definite description reference is hereby made to the recorded Plat of said village).

2nd. The said John M. Cloud left Laura M. Cloud, his widow, who is entitled to dower in said premises. She resides in Union County, Ohio.

3rd. The said premises descended to the following persons only heirs and legal representatives of the said John M. Cloud deceased subject to said Dower:-

First: Your petitioner who is a son of said John M. Cloud deceased.

Second: David Blue, Laura Blue, Olive Blue, Cora Blue, George Blue and Eva Blue, children and heirs at law of Belia M. Cloud (intermarried with A. J. Blue), now deceased, and who reside in Anderson County in the State of Kansas, with their father A. J. Blue and all of whom are minors except David Blue and Laura Blue who are of age, the youngest Eva Blue is now 11 years old, and none of said children have any legal guardians. The said A. J. Blue is not entitled to custody in the estate of said children.

Third: Francis C. M. Cloud who is a son of said John M. Cloud deceased and now resides in Anderson County in the State of Kansas.

Fourth: Corydon M. Cloud who is a son of said John M. Cloud deceased and resides in Union County in the State of Ohio.

Fifth: Charles M. Cloud who is a son of said John M. Cloud deceased and resides in Union County in the State of Ohio.

Sixth: Mariah Eby (wife of Joseph Eby) who is a daughter of said John M. Cloud deceased and who resides in Madison County State of Indiana.

Seventh: A. E. M. Cloud who is a son of said John M. Cloud deceased and resides in Madison County in the State of Iowa.

4th The premises:
Second, The Blue and Third, The Fourth, The Fifth, The Sixth, The Seventh, The
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A. E. M. A. J. Blue Endorse, c

Summons On the Clerk of s The State Union C Greeting: David M. in the Co answer to James M. such peti You will an

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Whit return The State Madison

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4th The parties above named have the following undivided estate in said premises: First, your petitioner one undivided seventh in fee.
 Second, The said David Blue, Hannah Blue, Olive Blue, Cora Blue, George Blue and Eva Blue each one undivided forty second part in fee.
 Third, The said Francis C. M^r. Cloud one undivided one seventh in fee.
 Fourth, The said Corydon M^r. Cloud one undivided one seventh in fee.
 Fifth, The said Charles M^r. Cloud one undivided one seventh in fee.
 Sixth, The said Mariani Eby one undivided one seventh in fee.
 Seventh, The said A. E. M^r. Cloud one undivided one seventh in fee.

Your petitioner prays that all of said defendants may be legally notified of the filing and pendency of this case and your petitioner desiring to hold his said interest in severally prays partition may be made and that the dower of the said Hannah M^r. Cloud may be also assigned, or if partition cannot, without manifest injury be made then that the premises may be sold or other order taken pursuant to the statute and for all proper relief.

A. J. Carpenter Atty for Plaintiff.

The State of Ohio, Union County, ss.

James M^r. Cloud the above named plaintiff being duly sworn says that the facts stated and allegation contained in the foregoing petition are true as he verily believes

James M^r. Cloud.

Sworn to by James M^r. Cloud before me and signed by him in my presence this day of December A. D. 1882

A. S. Mowry, Notary Public, Union Co. Ohio

Receipt To the Clerk:-

Issue Summons to the Sheriff of Madison Co Iowa for A. E. M^r. Cloud and to the Sheriff of Miami County Indiana for A. J. Blue, Hannah Blue, Olive Blue, Cora Blue, George Blue. Enclose, An action for assignment of Dower and Partition

A. J. Carpenter Atty for Plaintiff

On the 29th day of January 1883 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 Madison, State of Iowa,
 Greeting: We command you to notify A. E. M^r. Cloud (Impleaded with David M^r. Cloud et al) that he has been sued by James M^r. Cloud in the Court of Common Pleas of Union County, and that unless he answer by the 5th day of March A. D. 1883 the petition of the said James M^r. Cloud 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 12th day of Feb. A. D. 1883

Witness my hand and the seal of said Court, this 29th day of January A. D. 1883



C. Q. Burgess, Clerk

An action for assignment of Dower and Partition

A. J. Carpenter, Plaintiff's Atty.

Writ returned and filed enclosed as follows, to-wit:-

Shriffs Ret

The State of Iowa }
 Madison County, ss. }

Shriffs Return

Received this Writ January 31st A.D. 1883, at 4 o'clock P.M. and pursuant to its command I hereby certify I personally served the within summons on the within named A. E. M^o Cloud by reading the same to him in his presence and leaving with him a true copy of the same in Grand River Township Madison County Iowa on the 10th day of February A.D. 1883.

Service 50; Mileage 2.00; Copy 20 Return 05 Total (Paid in full) \$ 2.75-

J. R. Davis Sheriff
Eli DeFord, Deputy.

On the 29th day of January 1883 a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons

The State of Ohio

4156

Union County ss. } To the Sheriff of the County of Miami, Indiana; Greeting:
You are commanded you to notify A. J. Blue, Lanna Blue, Olive Blue, Cora Blue and George Blue (impleaded with David M^o Cloud et al) that they have been sued by James M^o Cloud in the Court of Common Pleas of Union County, and that unless they answer by the 6th day of March A.D. 1883 the petition of the said James M^o Cloud 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 Feb. A.D. 1883.

Seal

Witness my hand and the seal of said Court this 29th day of Jan. A.D. 1882

J. D. Burgee, Clerk

An action for assignment of Dower and Partitions

A. J. Casper Plaintiff's Atty.

Writ returned and filed endorsed as follows, to-wit:

Shuff's Ret.

The State of Indiana

Miami County, ss.

Sheriff's Return.

Received this Writ January 31st A.D. 1883 at 9 o'clock A.M. and pursuant to its command served on the within named Defendants by leaving a certified copy of this writ at the last and usual place of residence of A. J. Blue, Lanna Blue, Olive Blue, Cora Blue and George Blue, Feby. 21st 1883.

Sheriff's Fee:- Service 1.75; Mileage 3.60; Copy 1.25; Return, Docket & postage .35; Total \$6.95-

Andrew J. Parker, Sheriff

Afterward on the 10th day of January 1883 Notices of Notice and Process were filed with the Clerk of said Court which read as follows, to-wit:-

Notice of Process

4156

James M^o Cloud, Plaintiff

vs.

David M^o Cloud et al. Defendants

Court of Common Pleas, Union Co. Ohio.
Action for Partitions &c.

The undersigned defendants in the above entitled case hereby waive the issuing and service of process against us or either of us and severally enter our appearance herein

James M^o Cloud, Plaintiff

vs.

David M^o Cloud et al. Dfs.

Court of Common Pleas, Union Co. Ohio.
Action for Partitions and Assignment of Dower
We hereby waive the issuing and service of

Summons for Dec. 22, 1882.

James

Davis

I hereby certify entitled case January 4 James

Davis

The hereby certified case Jan. 4th 1883 James

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I hereby certify entitled case January 1

On the 18th said Court-

James of

James

Davis

And now Cloud deca and says:

to draw in to and draw and bonds of her done out of the p shire in A.D. 188

The State of

being sworn. answer are Sworn to by 18th day of

Appointed on the Clerk of the

Summons for us in the above entitled case and enter our appearance herein
Dec. 22, 1882. Marian Eby, Joseph Eby.

James M^r: Cloud, Plaintiff

vs.

David M^r: Cloud et al. Defts

Court of Common Pleas, Union County Ohio

Action for Partition and Arrangement of Dower.

I hereby receive the issuing and service of Summons for us in the above entitled case and enter our appearance herein.

January 4th 1883.

David Blue

James M^r: Cloud, Plaintiff

vs.

David M^r: Cloud et al. Deft

Court of Common Pleas Union County Ohio

Action for Partition and Arrangement of Dower

We hereby receive the issuing and service of Summons for us in the above entitled case and enter our appearance herein.

Jan. 4th 1883.

F. C. M^r: Cloud, Marcia L. M^r: Cloud.

James M^r: Cloud, Plaintiff

vs.

David M^r: Cloud, et al. Defts.

Court of Common Pleas, Union County, Ohio

Action for Partition and Arrangement of Dower

I hereby receive the issuing and service of Summons for us in the above entitled case and enter our appearance herein.

January 12th 1883.

David Blue.

On the 18th day of December 1882 an Answer was filed with the Clerk of said Court which reads as follows, to-wit:-

James M^r: Cloud Plaintiff

vs.

David M^r: Cloud, et al. Defts

Court of Common Pleas, Union County, Ohio.

Answer of Laura M^r: Cloud.

And now comes the defendant Laura M^r: Cloud, widow of said John M^r: Cloud deceased and enters her appearance herein and files this her answer and says: That as the widow of said John M^r: Cloud deceased she is entitled to dower in the premises described in the plaintiffs petition. She however desires to and does hereby waive the arrangement of dower in said premises by order and bonds and consents that said Real Estate may be sold free and discharge of her dower estate there in and asks the Court to allow her in lieu of her dower out of the proceeds of the sale of said lands, the first value of her dower interest therein in money. She further says that she was 72 years old on the 10th day of October A. D. 1882.

Laura ^{by} M^r: Cloud

The State of Ohio, Union County ss.

Laura M^r: Cloud the above named defendant

being sworn says that the facts stated and allegation contained in her foregoing answer are true as she verily believes

Sworn to by Laura M^r: Cloud before me and signed by her in my presence this 18th day of Dec. A. D. 1882

L. G. Turner J. P.

Afterward on the 6th day of March 1883 an Entry was made in the Journal by the Clerk of the Court which reads as follows, to-wit:-

Entry
4/15/6

James W^c Cloud, Plaintiff
vs.
David W^c Cloud et al. Deft.

Court of Common Pleas Union County Ohio

It appearing to the Court that the defendants Olive Blue, Cora Blue, George Blue and Eva Blue are minors, and have been duly and legally served with Summons herein, on motion of plaintiff J. B. Fulton is hereby appointed guardian for the said minor defendants and now comes the said J. B. Fulton and in open Court accepts said appointment.
J. B. Fulton.

On the 15th day of March 1883 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry
No. 4/15/6

James W^c Cloud, Plaintiff
vs.
David W^c Cloud et al. Deft.

Entry

And now comes the said James W^c Cloud by A. S. Carpenter his attorney and thereupon this case came on to be heard upon the petition, the answer of the guardian ad litem of the minor defendants and evidence and was argued by counsel, in consideration whereof the Court do find that due notice of the pendency of this action has been given to each and all of the defendants herein according to law except those who have voluntarily waived service of summons and entered their appearance herein in writing. And the Court do further find that the said James W^c Cloud has a legal right to and is seized in fee simple of One Seventh part of said premises; and the Court do further find that the said David Blue, Lanna Blue, Olive Blue, Cora Blue, George Blue, Eva Blue, Francis C. W^c Cloud, Coryden W^c Cloud, Charles W^c Cloud, Marianne Eby and A. E. W^c Cloud are tenants in common in said premises with the said James W^c Cloud in the following proportions, to-wit:-

- The said David Blue is seized of one forty-second (1/42) part thereof.
- The said Lanna Blue is seized of one forty-second (1/42) part thereof.
- The said Olive Blue is seized of one forty-second (1/42) part thereof.
- The said Cora Blue is seized of one forty-second (1/42) part thereof.
- The said George Blue is seized of one forty-second (1/42) part thereof.
- The said Eva Blue is seized of one forty-second (1/42) part thereof.
- The said Francis C. W^c Cloud is seized of one seventh (1/7) part thereof.
- The said Coryden W^c Cloud is seized of one seventh (1/7) part thereof.
- The said Charles W^c Cloud is seized of one seventh (1/7) part thereof.
- The said Marianne Eby is seized of one seventh (1/7) part thereof.
- The said David W^c Cloud is seized of one seventh (1/7) part thereof and
- The said A. E. W^c Cloud is seized of one seventh (1/7) part thereof.

And that the said Lanna W^c Cloud is entitled to dower therein and that she by her answer filed herein waives the arrigament of dower therein and consents that said premises may be sold free of dower and elects to take the value of her dower in money. And the Court further find that A. S. Blue is the father of David Blue, Lanna Blue, Olive Blue, Cora Blue, George Blue and Eva Blue and that he the said A. S. Blue is not entitled to dower in the interest (1/7 part thereof) belonging to said children and that said children have no legal guardians but live with their father and that Olive Blue, Cora Blue, George Blue and Eva Blue are minors and have no legal guardian.

It is therefore commencing partition be
So James W^c
So Lanna
So Cora
So Eva
So Coryden
So Marianne
So A. E. W^c
And it is f

Parcels

To the Clerk
Union County
On the 15th
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Petition
4/15/6

[Seal]

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Shuffe Pur
of Com. 1.00

Com. Rpt.

James
Age
David
According
on the call

It is therefore ordered that a writ of partition issue to the sheriff of said County of Union commencing him that by the oaths of Joseph Martin, John Knock and J. P. Keittine partition be made of said lands in the following proportions to-wit:

To James M^r. Cloud one seventh (1/7) part. To David Blue one forty-second (1/42) part.
 To Laura Blue one forty-second (1/42) part. To Olive Blue one forty-second (1/42) part.
 To Cora Blue one forty-second (1/42) part. To George Blue one forty-second (1/42) part.
 To Eva Blue one forty-second (1/42) part. To Francis C. M^r. Cloud one seventh (1/7) part.
 To Corydon M^r. Cloud one seventh (1/7) part. To Charles M^r. Cloud one seventh (1/7) part.
 To Marianne Eby one seventh (1/7) part. To David M^r. Cloud one seventh (1/7) part.
 To A. E. M^r. Cloud one seventh (1/7) part.

And it is further ordered that the sheriff return his proceedings in the premises forthwith
 J. B. Sullivan, Jurandicus ad litem for Olive Blue et al.

To the Clerk: Issue an Order of Partition in the above entitled case to the Sheriff of Union County, Ohio. Returnable according to law. A. S. Carpenter Plff's Atty
 On the 6th day of March 1883 an Order of Partition was issued by the Clerk of said Court which reads as follows, to-wit:

The State of Ohio, Union County, SS. To the Sheriff of said County, Greeting:
 We command you, that without delay, by the oaths of Joseph Martin, John Knock and J. P. Keittine, you cause partition to be made of the following described premises situate in the Township of Darby, County of Union and State aforesaid, to-wit:
 Known and described as Tracts Number Fifty-five (55) Number Thirty (30) and Number Thirty-two (32) in the village of Unionville (For a more definite description reference is hereby made to the recorded plat of said village among the persons named herein, and in the following proportions, to-wit:
 To James M^r. Cloud 1/7 part; To David Blue 1/42 part, to Laura Blue 1/42 part to Olive Blue 1/42 part, to Cora Blue 1/42 part, to George Blue 1/42 part, to Eva Blue 1/42 part, to Francis C. M^r. Cloud 1/7 part to Corydon M^r. Cloud 1/7 part, to Marianne Eby 1/7 part, to A. E. M^r. Cloud 1/7 part, to Charles M^r. Cloud 1/7 part;
 in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union in a certain Petition for Partition, wherein the said James M^r. Cloud is petitioner, and the said David M^r. Cloud et al 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 6th day of March A. D. 1883.
 J. D. Burgess, Clerk.

As commanded by the foregoing writ of Partition I have executed the same by the oaths of Joseph P. Martin, John Knock, J. P. Keittine causing said partition to be made, as will appear by the report of the Commissioners herein returned. Given under my hand, this 6th day of March A. D. 1883.
 Sheriff's Fee. Service .30; Mileage 2.40; Executing Writ 1.20; Swearing Corn. 50; Report of Com. 1.00. Com. fees 3.00. Total \$ 8.40.

John Koburack Sheriff

James M^r. Cloud
 Against
 David M^r. Cloud et al.
 Union County SS. Court of Common Pleas.
 In Partition.

According to the command of the Writ of Partition in this case issued, and on the call of the Sheriff of said County, we the undersigned Commissioners

after being first duly sworn and upon actual view of the premises, we are of the opinion that the said lands cannot be divided without manifest injury; and we do estimate the value of the same at Five Hundred Thirty Three and 33/100 Dollars. Lot Nos. 30 and 32 at \$ 400.00 Lot Nos. 53 at \$ 133.33 Total \$ 533.33 Given under our hand this 6th day of March, A. D. 1883

J. P. Martin }
John Knock } Commissioners.
J. P. Keittine }

Returned and filed Mich. 6th 1883.

After and on the 21st day of March 1883 an Entry was made in the Journal by the Clerk of the Court which reads as follows, to-wit:

Entry
4156

James M^r Cloud }
vs } Entry.
David M^r Cloud et. als }

On motion to the Court by A. S. Carpenter counsel for said petitioner, and upon producing the return of the Sheriff and the report of said Commissioners heretofore appointed and the same having been examined by the Court here, and found in all respects correct and in conformity to law; it is hereby ordered that the said proceedings and report be and the same is hereby approved and confirmed; and thereupon came the said James M^r Cloud and elected to take the said premises at the said valuation, and it appearing to the Court that the said James M^r Cloud has paid in to the Sheriff of Union County, for the defendants, the entire amount of the appraisement of said real estate, less the amount due him or his share, it is ordered that the said premises be adjudged to the said James M^r Cloud and the Sheriff is ordered to convey said premises to said James M^r Cloud by deed in fee simple, and the Court coming now to distribute said fund in the hands of the Sheriff do order that he pay the same. 1st To the Treasurer of this County \$ 2.37 1/2 cts 2nd To the Clerk of this Court the costs of this action taxed at \$ 48. 75 (including a counsel fee of \$ 20.00 to plaintiff's Attorney) 3rd To Lanna M^r Cloud, widow, the sum of \$ 57. 50 that being the amount which the Court finds as the value in equity of her Dower interest in said premises.

- 4th To Lanna Blue the sum of \$ 10.10 3/4 - 5th To David Blue the sum of \$ 10.10 3/4
- 6th To Olive Blue the sum of \$ 10.10 3/4 - 8th To George Blue the sum of \$ 10.10 3/4
- 7th To Cora Blue the sum of \$ 10.10 3/4 - 9th To Eva Blue the sum of \$ 10.10 3/4
- 10th To Francis C. M^r Cloud the sum of \$ 60.62 7/7 - 11th To Corydon M^r Cloud the sum of \$ 60.62 7/7
- 12th To Charles M^r Cloud the sum of \$ 60.62 7/7 - 13th To Mariani Eby the sum of \$ 60.62 7/7
- 14th To A. E. M^r Cloud the sum of \$ 60.62 7/7 - 15th To David M^r Cloud the sum of \$ 60.62 7/7

Attest J. Q. Burgher, Clerk.
By A. R. Burgher, Deputy.

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Plas 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 said Subdivision of the Sixth Judicial District of the State of Ohio, on the 8th day of January in the year of our Lord One Thousand Eight Hundred and Eighty-Three. Therefore, to wit: on the 23rd day of January A. D. 1883, the following petition was filed with the Clerk of said Court; to-wit:—

Petition
4132

The Incorporated Village of
Marysville, Ohio, Plaintiff

Court of Common Pleas, Union County Ohio

vs.
Jane Bancroft, William
Bancroft, Isabelle Cooper and
Joseph Cooper, Defendants

Application for the Appropriation of Private
Property to Public Use.

The Village of Marysville, in said County and State, Plaintiff now comes and makes application to the said Court for the appropriation of the private property herein after described, to the use of said village for the purpose of opening up, widening and establishing Pine Street in said village, the said street to extend from East Center Street South to East South Street and to be 50 feet in width taking the present East line of said Pine Street as now established, the West line to be parallel with and 50 feet West of said East line, and passing through the lots and lands of said defendants Jane Bancroft and Isabelle Cooper, the lands to be appropriated for the construction of said street, are more particularly described as follows: Beginning at the North East corner of Out lot No. 28, thence following the corner of the South margin of East Center Street West 20 feet; thence running Southwesterly 330 feet to East South Street thence with said East South Street 20 feet to the South East corner of said lot No. 28; thence Northwesterly 330 feet to the beginning; being 165 feet North and South by 20 feet East and West off the East end of a part of Out lot No. 28 owned by Jane Bancroft, containing 3300 square feet or 12, 1-10 square poles of land. And 165 feet North and South by 20 feet East and West off the East end of a part of Out lot No. 28 owned by Isabelle Cooper, containing 3300 square feet or 12, 1-10 square poles of land. Whole amount of land to be appropriated 6600 square feet or 24, 2-10 square poles of land. For cause, said village says that the Public welfare and convenience demands and necessarily requires that said Pine Street be so opened up, widened, established and improved over and through said lands above described for said distance and width and that in order to make said improvement it is necessary that the said lands of the said defendants Jane Bancroft and Isabelle Cooper their private property be condemned or appropriated to Public use as aforesaid. Said plaintiff also says that said street is to be opened and widened in conformity to a survey made by Chas. S. Lee, Civil Engineer and recorded in the ordinance record of said village of Marysville. Said plaintiff further says that on the 2nd day of May A. D. 1882 a resolution declaring the necessity of said appropriation of private property to public use and also declaring the intention of the Council of said village to open up and widen said street as above set forth, was passed by the Council of said village by the concurrent votes 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 maps were taken and entered upon the records of the proceedings of said Council and said resolution was duly published in the

"Marysville Tribune" a weekly newspaper of general circulation in said village and said resolution was duly recorded in a book provided for that purpose and the certificate of publication annexed, and said record was duly signed by the Mayor and Clerk of said village. The said village the plaintiff therefore asks the Court that the necessary legal proceedings may be had to appropriate the lands herein before described belonging to said defendants James Bancroft and Isabelle Cooper, to the use of said village for the said purpose of opening, widening and establishing said street as above stated, that jury may be impaneled for the purpose of ascertaining the amount of compensation to be paid to the said above named defendants respectively for the portions of the lands of each so sought to be taken; as well as for damages if any, resulting to the remaining portions of said lands, of said above named parties respectively in consequence of each appropriation and that the said defendants William Bancroft the husband of said James Bancroft and Joseph Cooper the husband of said Isabelle Cooper be made parties defendants hereto and their rights, if any adjusted. 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 Marysville, O. by J. H. Kinkade, Atty.

The State of Ohio, Warren County ss.

J. H. Kinkade being sworn says that he is the Mayor of the village of Marysville Ohio and that the facts stated and allegations contained in the foregoing application or pleading are true as he believes.

J. H. Kinkade

Sworn to by J. H. Kinkade before me and signed by him in my presence this 23rd day of November A. D. 1882.

J. D. Burgener, Clerk.

On the 23rd day of November 1882 a Notice was filed with the Clerk of said Court which reads as follows, to-wit:-

Notice
4135

To James Bancroft, William Bancroft, Isabelle Cooper and Joseph Cooper you are each hereby notified that the Village of Marysville, Warren County Ohio did on the 23rd day of November A. D. 1882 file in the office of the Clerk of the Court of Common Pleas of said County an application in which said village an appropriation of the following private property for the purpose of opening widening and establishing Vine Street, in said village, said Vine street to extend from East Center Street to East South Street. The east line of said street to be as now established, the West line of said street to be parallel with and 50 feet West of said East line passing through the lots and lands of James Bancroft and Isabelle Cooper, and appropriating and taking for public use for said street as above stated, the following lands: Beginning at the North East corner of Out-lot No. 28, thence following the course of the South margin of East Center Street West 20 feet: Thence running southerly 330 feet to East South Street: Thence with said East South Street 20 feet to the South East corner of said lot No. 28: Thence northerly 330 feet to the beginning. Being 165 feet North and South by 20 feet East and West off of the East end of a part of Out-lot No. 28 owned by James Bancroft: Containing 3300 square feet or 12.1-10 square poles of land, and 165 feet North and South by 20 feet East and West off the East end of a part of out-lot No. 28 owned by Isabelle Cooper, containing 3300 square feet

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or 12.1-10 square poles. Whole amount of land to be appropriated 666 square feet or 24.2-10 square poles. Said proceedings to appropriate said land is now pending in said Court of Common Pleas and an application for empanelling a jury for that purpose will be made to said Court by said village on the 8th day of January A. D. 1883 at 10 o'clock A. M. or as soon thereafter as counsel can be heard by the Court.

Village of Marysville, O. By J. H. Hinkade, Atty.
Received this notice Nov. 23rd 1882
and on the 24th day of November 1882 I served the same by delivering a certified copy thereof with the endorsements thereon to each of within named parties, James Bancroft, William Bancroft, Isabelle Cooper and Joseph Cooper
Shiffs Fee, Service 60, Copies 3.00, Mileage 25, Total \$3.85
John H. Hinkade Sheriff
Returned and Filed November 25th 1882.

Order to Sheriff to take jury
4135

On the 8th day of January 1882 an Order to Sheriff to take jury 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 Marysville Ohio, and owned by James Bancroft and Isabelle Cooper, on the 8th of January A. D. 1883, there and then to view the premises or property aforesaid in the presence of C. S. Lee on the part of the village and A. S. Moury on the part of the property owners appointed by this Court and you shall make return of the manner you have executed this writ to this Court instantly and leave you there and there this writ-Jan. 8th 1883.
J. D. Durgum Clerk.

- Panel of Jurors
1. G. S. Robertson, 2. Lummel Cahill, 3. D. J. Elliott, 4. W. A. Howard,
5. H. S. Stammers, 6. D. J. Small, 7. G. A. Fox, 8. William Elliott,
9. O. Marriott, 10. L. J. Wendall, 11. Benj. James, 12. William Howard.

Shiffs Ret.
4135

Received this writ January 8th 1883, 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 Marysville Ohio and now I have their bodies here present in Court.
Service 1.95, Mileage 32, Total \$2.27
Served and refiled January 8th 1882.
John H. Hinkade Sheriff

Verdict
4135

Afterward on the 8th day of January 1883 a Verdict was filed with the Clerk of the Court which reads as follows, to wit:
Village of Marysville, O.
v.s.
Court of Common Pleas, Union County, Ohio.
James Bancroft, et al.
The jury in this case being first duly impaneled 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 at \$150.⁰⁰ for Jane Bancroft and at \$130.⁰⁰ for Isabelle Cooper. And we do assess the damages that will accrue to the remainder of said defendants premises by reason of said appropriation at \$25.⁰⁰ for Jane Bancroft and at \$30.⁰⁰ for Isabelle Cooper. D. S. Elliott, D. S. James, G. J. Kendall, D. S. Snell, Lemuel Cahill, H. S. Starnes, O. Manrott, G. S. Robertson, William Smith, Elijah H. Fox, Wm. C. Wood, Wm. Elliott.

Afterward on the 8th day of January 1883 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry
4136

Village of Marysville, O.

vs.

Jane Bancroft et al.

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 defendants. And thereupon came a jury to-wit:- G. S. Robertson, Lemuel Cahill, D. S. Elliott, W. C. Wood, H. S. Starnes, D. S. Snell, E. H. Fox, William Elliott, O. Manrott, G. J. Kendall, D. S. James, William Smith; who were duly empanelled 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 DeWitt County to conduct the jurors aforesaid to view the said premises in the application described, in the person of C. S. Lee, on the part of the village and A. S. Murray 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:-

Village of Marysville, O.

vs.

Jane Bancroft et al.

Court of Common Pleas, DeWitt County, Ohio.

The jury in this case being first duly empanelled 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 to the defendants for the land appropriated by said village as described in said petition for making said improvement at \$150.⁰⁰ for Jane Bancroft and at \$130.⁰⁰ for Isabelle Cooper and we do assess the damages that will accrue to the remainder of said defendants premises by reason of said appropriation at \$25.⁰⁰ for Jane Bancroft and at \$30.⁰⁰ for Isabelle Cooper. D. S. Elliott, D. S. James G. J. Kendall, D. S. Snell Lemuel Cahill, H. S. Starnes, O. Manrott, G. S. Robertson, William Smith, Elijah H. Fox, Wm. C. Wood, Wm. Elliott.

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 compensations and damages so as aforesaid found due to them respectively by the jury, to-wit:- To Jane Bancroft the sum of \$150.⁰⁰ as compensation and \$25.⁰⁰ damages, that is a total of \$175.⁰⁰ And to Isabelle Cooper the sum of \$130.⁰⁰ as compensation and \$30.⁰⁰ damages

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that is a total of \$160⁰⁰. It is further ordered by the Court that payment of said sum be made to said James Burcroft and Isabelle Cooper respectively, within six months from this date and that such payment being fully made to said James Burcroft and Isabelle Cooper respectively, or upon said sum being secured to said James Burcroft and Isabelle Cooper, to their satisfaction respectively, it shall be lawful for said Incorporated Village of Mansville O. 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 Mansville, O. pay the costs of this proceedings taxed at \$.

Attest J. D. Burquee, Clerk.
By A. R. Burquee, Deputy.

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 Mansville, within and for the County of Union of the Third Sub-division of the Sixth Judicial District of the State of Ohio on the 8th day of January in the year of our Lord One Thousand Eight Hundred and Eighty Three. Hitherto to-wit:-
On the 14th day of February A. D. 1882, the following petition for Divorce was filed with the Clerk of said Court, to-wit:-

Petition
3983

William Carriday Plaintiff
vs.
Jane Carriday, Defendant
State of Ohio, Union County ss.
To the Court of Common Pleas.
Petition for Divorce.

The said plaintiff William Carriday says that he has been a resident of the State of Ohio for more than the year last past and he is now a bona fide resident of the said County of Union; that more than thirty years ago he was married to the said defendant; that he has always conducted himself toward said defendant as a kind and prudent husband; that said defendant regardless of her duties as a wife has been guilty of willful absence for more than the three years last past and has also been guilty of gross neglect of duty during all of that time. The said defendant abandoned the plaintiff more than three years ago and has been willfully absent from him every since. Whereupon the plaintiff prays that he may be divorced from said defendant and for all proper relief.

J. L. Cameron, Attorney for Plaintiff.

Process

To the Clerk:
William Carriday Plaintiff
vs.
Jane Carriday, Defendant
Court of Common Pleas, Union County Ohio
Issue a Summons and copy of the petition to the Sheriff of Union County Ohio, returnable according to law.

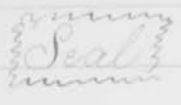
J. L. Cameron Atty. for Plff.

On the 14th day of February A. D. 1882 a Summons in Divorce 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 Jane Carriday that Wm Carriday 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 her) charging her with willful absence, and asking that she be divorced from her and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 27th day of Feby. A. D. 1882.



Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court, at Marysville Ohio this 14th day of Feby. A. D. 1882

J. D. Burgeson, Clerk.

Shuff's Ret. Writ returned and filed February 18th A. D. 1882, Endorsed as follows: -

Received 10 o'clock A. M. on the 14th day of February A. D. 1882 and on the 17th day of February A. D. 1882 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 Jane Carriday defendant

Shuff's Fee: - Service 30, Copy 20, Mileage 3.20, Total \$ 3.70

John Hobensack, Sheriff.

Afterward on the 22nd day of January 1883 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to wit:

Entry 3783

William Carriday Plaintiff

vs.

Jane Carriday Defendant

Court of Common Pleas, Union County, Ohio.

This day came the parties by their attorneys and thereupon this cause came on to be heard upon the pleadings and the evidence. On consideration whereof the Court being fully advised in the premises do find that the plaintiff has been a resident of the State of Ohio for more than a year prior to filing the petition in this case and is a bonafide resident of said County of Union; That the defendant has been guilty of willful absence for more than three years prior to the date of filing the petition in this case. They find the several statements and allegations of the plaintiff's petition to be true. The Court further finds that on the 26th day of February A. D. 1880 the said Plaintiff and Defendant entered into a written post-nuptial agreement in regard to their property which agreement the the Court finds to be just and reasonable and a fair and equitable division of said property and that both parties are still satisfied therewith, which written agreement is filed in this case. It is therefore adjudged and decreed by the Court that the marriage relation heretofore existing between said parties and the same is hereby set aside and held for naught and both parties relieved from the obligations of the same. It is further ordered by the Court that the said post-nuptial agreement be recorded as a part of this decree and in all things the same is confirmed and as her reasonable alimony said defendant is to have the 40 acres of land as said post-nuptial agreement describes and that the other lands remain the property of said William Carriday and that he have all the rights and benefits and be subject to all the obligations of said agreement. It is further ordered that said plaintiff pay the cost of this proceedings taxed to \$

Agreement

Know all men by these Presents that William Carriday and his wife Jane Carriday have agreed with each other as follows: -

Said parties to live apart, Said William 40 acres of land said William simple in to free from ever his debts. In she does have and all the never to and their own tax on the said Carriday so must for said her interest agreed that for the debt all matters nuptial a in Clarborn described in Nov. 18. 1880 of Union co by said Will made for 10 for court Carriday et All hay and Said Will some corn. In will day of Withness by State of Ohio This day for Carriday of the forego that at the from her sa contents of sure that still satisf In testimony Seal Said post Court on

Said parties being unable to longer live happily together have this day mutually agreed to live apart; and have mutually agreed upon this as their post-nuptial agreement, viz: Said William has agreed that his wife as her reasonable portion shall have of his estate 40 acres of land the same being fairly described in a deed of trust here executed by said William and Jane to one Lewis Carriday, said Jane to have said land in fee simple in her own right with full power to encumber or convey the same in fee simple free from every claim or claimer of said William Carriday and wholly free from his debts. In consideration of which it is mutually agreed that said Jane will and she does hereby wholly release and quit claim all her right, title and interest to any and all the other property of the said William both real and personal, and agree never to make claims to his other said estate or dower or otherwise. It is further mutually agreed that all debts and incumbrances of whatever nature on the said 40 acres heretofore mentioned are to be removed by the said William Carriday so as to leave the land conveyed to said Lewis Carriday which is in trust for said Jane wholly free and unincumbered and upon this condition her interest in the other estate of said William is released. It is further mutually agreed that from and after this date the said William shall not be responsible for the debts of said Jane in any manner unless he so expressly agrees. And all matters between said parties are thus mutually settled in this their post-nuptial agreement. The said land herein mentioned lies in Survey No. 6107 in Clabornes Township in said County of Union and State of Ohio and is fully described in a deed from William Holt and wife to William Carriday dated Nov. 18, 1880 and recorded in Book No. 31, Page 439 of the Records of said County of Union and said 40 acres is also fully described in a deed this date executed by said William and wife to Lewis Carriday to which deed reference is hereby made for fuller description. It is further mutually agreed that all debts heretofore contracted by said parties or either of them shall be paid by said William Carriday except any bill that may be presented by any person for board of said Jane. All hay and grain on the said 40 acres is to belong to said Jane Carriday. Said William is to have the use of the crib on the 40 acres in which he has some corn till the first of June next if necessary to feed out his corn.

In witness whereof said parties hereunto set their hands and seals this 26th day of February 1880.

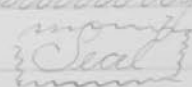
Witnessed by } J. L. Cameron
 } A. M. Bell

William Carriday Seal
Jane Carriday Seal

State of Ohio, Union County ss.

This day personally appeared before me the undersigned, authority William Carriday and Jane Carriday who acknowledge the signing and sealing of the foregoing instrument to be their free act and deed and I further certify that I at the same time examined the said Jane Carriday separate and apart from her said husband and then made known and explained to her the contents of the foregoing instrument and upon that examination she then swore that she did voluntarily sign the foregoing instrument and that she is still satisfied therewith as her free act and deed.

In testimony whereof I have this day set my hand and seal



A. S. Carpenter Notary Public

Said post-nuptial agreement was filed in the office of the Clerk of said Court on the 23rd day of January 1883.

Attest J. Q. Buznes Clerk By A. R. Buznes Deputy

Now before His Honor Judge A. Rice, 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 of the Third Subdivision of the Sixth Judicial District of the State of Ohio on the 8th day of January in the year of our Lord One Thousand Eight Hundred and Eighty Three. To-wit:

Petition
4172

Mary E. Randall Plaintiff
Against
Frederick Storky, John D. Adams and
Rodney R. Randall Defendants

Court of Common Pleas
Union County, Ohio.
Petitioner.

The plaintiff says:-

That on the 4th day of April A.D. 1882 the defendants Frederick Storky and John D. Adams made and delivered to the defendant Rodney R. Randall their several joint and several promissory notes of that date and thereby promised to pay to said Rodney R. Randall or order

#350 Nov. 1st 1882 @ 6% interest from date. #350 Apr. 1st 1883 @ 6% interest from date
#500 in two years from date @ 6% interest from date. #500 in three years from date @ 6% interest from date.
#500 in four years from date @ 6% interest from date. #500 in five years from date @ 6% interest from date and #500 in six years from date @ 6% interest from date.
(a copy of the first note above described is hereby attached marked exhibit "A")

2nd. The defendants Frederick Storky and John D. Adams on said 4th day of April A.D. 1882 to secure the payment of the above described notes executed and delivered to said Rodney R. Randall their mortgage deed and thereby conveyed to said Rodney R. Randall his heirs and assigns the following premises situate in the Townships of Jackson, County of Union and State of Ohio in P. M. Survey No. 10193 and bounded and described as follows: Beginning at a beech, spruce and buckeye S. E. corner to John Blackwell and others Survey No. 9922. N. E. corner to Cuyler Musciv Survey No. 9899 and N. W. corner to Maud Bird and W. Edward Scott Survey No. 4567 running with said Scotts line N. 75° E. 200 Poles to a stake N. E. corner to this Survey; thence N. 12° W. 80 Poles to a stake corner to John P. Stout's land; thence S. 75° W. 200 Poles to a stake in the line of said Blackwells and others survey; thence with their line S. 12° E. 80 Poles to the beginning. Containing One Hundred Acres more or less. The conditions contained in said mortgage deed was in substance that if said Frederick Storky and John D. Adams or anyone for them should well and truly pay the aforesaid promissory notes and the interest thereon according to the tenor thereof their their premises should be void otherwise to be and remain in full force and virtue in law. And the further declaration was contained therein that said notes were given for a balance due for the purchase money for the above described premises.

3rd On the 27th day of April A.D. 1882 at 5 o'clock P. M. said mortgage was delivered to the Recorder of said County to be by him entered on record and was recorded May 8th 1882 in Record of Mortgages of Union County Vol. 11 Page 472.

4th Afterward for a full fair and valuable consideration said Rodney R. Randall sold indorsed and delivered the first above described note for \$350. due Nov. 1. 1882 to this Plaintiff who is now the legal owner and holder thereof, and said defendant Rodney R. Randall as Plaintiff believes holds the other notes and the mortgage herein described.

5th The said mortgage has become absolute. There is now due to Plaintiff

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on the note owned and held by her, the sum of Three Hundred and Fifty Dollars with interest from the 4th day of April A. D. 1882 @ 6%.

6th The plaintiff therefore asks that said Rodney R. Randall be made defendant herein and required to set up his claim by answer, and that plaintiff may have judgment against the defendants Frederick Stucky and John D. Adams for Three Hundred and Fifty Dollars with interest from April 4, 1882, and 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.

A. S. Carpenter, Atty for Plaintiff.

The State of Ohio, Union County ss.

A. S. Carpenter being sworn says that he is the Attorney for the above named plaintiff in this action and duly authorized therein - That said plaintiff is a non resident of said County of Union and that the facts stated and allegations contained in her foregoing petitions are within the knowledge of affiant and are true as affiant verily believes.

A. S. Carpenter.

Sworn to by A. S. Carpenter before me and signed by him in my presence this 30th day of December A. D. 1882

J. D. Burgher, Clerk.

Principals To Clerk:

Issue Summons for defendants in above entitled case returnable according to law - Indorse: "amt. claimed \$350. @ 6% int. from Apr. 4, 1882 and foreclosure of mortgage".

A. S. Carpenter, Atty for Plaintiff

Copy of Note - "Exhibit A."

Note "#350⁰⁰"

Richwood, O. April 4, 1882 "

" Nov. 1, 1882 after date I promise to pay to the order of Rodney R. Randall "

" Three Hundred and Fifty Dollars at 6% interest from date. "

" Value received " (Signed) " Frederick Stucky. "

" John D. Adams "

Indorsed on the back - " Rodney R. Randall "

On the 30th day of December 1882 a Summons was issued by the Clerk of said Court which reads as follows, viz:-

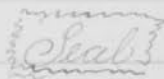
Summons

The State of Ohio,

Union County, ss.

To the Sheriff of the County of Union, Greeting: We command you to notify Frederick Stucky, John D. Adams and Rodney R. Randall that they have been sued by Mary E. Randall in the Court of Common Pleas of Union County, and that unless they answer by the 27th day of Jan. A. D. 1883 the petitions of said Mary E. Randall against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 3rd day of Jan. A. D. 1883.

Witness my hand and the seal of said Court, this 30th day of December A. D. 1882



J. D. Burgher, Clerk.

Amount claimed, \$350.⁰⁰ and interest as follows: on \$350⁰⁰ from Apr. 4, 1882

A. S. Carpenter Atty

Which returned and filed Jan. 4, 1883, indorsed as follows, to-wit:-

The State of Ohio, Union County ss.

Sheriff's ret.

Received this writ December 30th A. D. 1882 at ten o'clock A. M. And

pursuant to its command, on the 3rd day of January 1883 I served the same by delivering a certified copy thereof with the endorsements thereon to each of the within named defendants.

Sheriff's Fee: Service 60, Mileage 3.20, Copy 60, Total \$4.40

John Kobersack, Sheriff.

Afterward on the 31st day of January 1883 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry
4172

Mary E. Randall

vs.

Frederick Steuker, John D. Adams, et al.

Court of Common Pleas, Union County, Ohio

And now comes the said Mary E. Randall by A. P. Carpenter her attorney, and the said defendants still failing to answer or answer to said petition, it is considered that said plaintiff is entitled to an account of the money due her in the premises and the Court after hearing the evidence do find that there is due from the defendants Frederick Steuker and John D. Adams to the said plaintiff on the note and mortgage in said petition described, the sum of \$365.⁹⁰ (up to January 8, 1883). It is therefore considered by the said Court that said plaintiff recover of said Frederick Steuker and John D. Adams the said sum of \$365.⁹⁰ with 6% interest from January 8, 1883, the sum so found due as aforesaid and also her costs taxed to \$-

And it is further ordered and adjudged, that in the case of said Frederick Steuker and John D. Adams fail for five days from the entry of their judgment and order, to pay to said plaintiff the said sum of \$365.⁹⁰ with 6% int. from January 8, 1883 so as aforesaid found due with costs of suit an order issue to the Sheriff of said County commanding him to cause said lands and tenements in said petition described to be appraised, advertised and sold according to law and apply the proceeds of said sale in satisfaction of the said sum so found due with costs of suit and leave in power to the defendant R. R. Randall to answer within 30 days.

Attest J. D. Burgress, Clerk.

By A. R. Burgress, Deputy.

Held 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 Third Subdivision of the Sixth Judicial District of the State of Ohio on the 8th day of January in the year of our Lord One Thousand Eight Hundred and Eighty Three. Wherefore-to-wit: On the 3rd day of August A. D. 1881 the following petitions were filed with the Clerk of said Court:-

Petition
2800

A. L. Williams, Plaintiff

vs.

W. H. Cray and John Epps, Defendants

Court of Common Pleas, Union County, Ohio
Petition

The plaintiff says: That on the 24th day of December A. D. 1877 he recovered a judgment of One Hundred and Twenty-five Dollars and Fifty-seven Cents against one John Epps before one W. P. Jennings a Justice of the Peace in and for

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Allen township of said County, that within ten days from the rendition of said judgment by the said Justice of the Peace the said defendant W. H. Cray for the purpose of enabling the said John Epps to appeal from the said judgment to the Court of Common Pleas of said County entered into the following undertaking which is in the words and figures following to-wit:-

"Whereas on the 24th day of December A. D. 1877 the said A. L. Williams obtained a judgment against the said John Epps on the Docket of the said W. P. Jennings J. P. for "One Hundred and Twenty-Five Dollars and Fifty-seven Cents and costs taxed" and the said John Epps intends to appeal therefrom to the Court of Common Pleas of Union County, Now therefore I, W. H. Cray of Union County ss. hereby pursuant to the statute in such cases made and provided promise and undertake in the sum and to the amount of Two Hundred and Fifty-Eight Dollars that the said appellant if judgment be adjudged against him on the appeal will satisfy such judgment and costs and also that the said appellant will prosecute his appeal to effect and without unnecessary delay

(signed) W. H. Cray

That on the 22nd day of January A. D. 1878 the said John Epps filed a transcript with the Clerk of Union County Common Pleas Court; and the said appeal from the said judgment was duly and lawfully perfected. That on the 25th day of April A. D. 1879 trial was had by jury in said Court in the same action so appealed as aforesaid and a verdict was had in favor of this plaintiff against the said John Epps for the sum of Eighty Dollars and Eighty-seven Cents and judgment was duly rendered by the said Court in favor of this plaintiff and against the said John Epps for the sum of Eighty Dollars and Eighty-seven cents - which judgment was duly recorded in Journal 11, Page 351 of the records of said Court. That no other or further proceedings were had by the said John Epps in said action. That the said John Epps is wholly insolvent and unable to pay said judgment nor can the same be collected from him by any process of law, That no part of said judgment has been paid by the said John Epps or any one for him. The plaintiff says he is a non-resident of said County of Union and was required to give security for costs before said Justice of the Peace and also upon appeal in this Court. That if the costs of the action aforesaid and for which this plaintiff is liable he has paid the sum of Eleven Dollars, That there is due and remaining unpaid from the defendant W. H. Cray to the plaintiff on the undertaking aforesaid the sum of One Hundred and Three Dollars and Twenty-seven cents. Wherefore the plaintiff asks judgment against the said defendant W. H. Cray for the sum of One Hundred and Three Dollars and Twenty-seven Cents with interest from June 25th A. D. 1881.

D. W. Ayers, Attorney for Plaintiff

State of Ohio, Union County, ss.

D. W. Ayers being first duly sworn says he is the Attorney of the above named plaintiff A. L. Williams duly authorized in the premises. That the said A. L. Williams is a non-resident of said County of Union, that the facts stated and allegations made in the foregoing petition are as affiant believes true.

D. W. Ayers

Sworn to before me and signed in my presence by the said D. W. Ayers this 3rd day of August A. D. 1881.

W. M. Whinger Clerk

Process

To the Clerk:

Issue Summons upon the petition in the above case to the Sheriff of Union County, Ohio, for W. H. Cray. Enclosure on Appeal Bond Amount claimed \$103.⁷⁵ with interest from June 25th 1881

D. W. Ayer, Atty for Plaintiff

On the 3rd day of August 1881 a Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons 3850

The State of Ohio
Union County, ss.

To the Sheriff of the County of Union, Greeting:

We command you to notify W. H. Cray and John Epps that they have been sued by A. L. Williams in the Court of Common Pleas of Union County, and that unless they answer by the 3rd day of September A. D. 1881, the petition of the said A. L. Williams against them filed in the Clerk's office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 15th day of August A. D. 1881.

Witness my hand and the seal of said Court this 3rd day of August A. D. 1881.

[Seal]

W. M. Kinget, Clerk.

In action on Appeal Bond. Amt. Claimed \$103.⁷⁵ with interest from June 25th 1881
D. W. Ayer, Plaintiff's Attorney.

Writ returned and filed August 12th 1881, Endorsed as follows, to-wit:

Shriff's Rec

The State of Ohio
Union County, ss.

Received this Writ August 3rd A. D. 1881 at 4 o'clock P. M. and pursuant to its command I served the same on the 11th day of August 1881 by delivering a certified copy with the endorsements thereon to the within named W. H. Cray. The within named John Epps not found in any County Sheriff's Sur: Service 30, Mileage 1.50, Exp. 50, Total \$2.40

John Kobusack, Sheriff

Afterward on the 14th day of September 1881 an Entry was made on the Journal by the Clerk of said Court which reads as follows to-wit:

Entry 3851

A. L. Williams

vs.

W. H. Cray

Court of Common Pleas, Union County, Ohio.

On application of the Defendant the Court granted him until Wednesday September 21st to file Answer.

Afterward on the 24th day of September 1881 an Answer was filed with the Clerk of said Court which reads as follows, to-wit:-

Answer 3850

A. L. Williams Plaintiff

vs.

W. H. Cray Defendant

In Union County Court of Common Pleas.

Now comes the said defendant, W. H. Cray and for his answer to the petition of said plaintiff, says: That the said plaintiff ought not to have or maintain his said action against him in this case because this defendant says that said defendant, after the rendition of the judgment in the Court of Common Pleas, notified the plaintiff, that said John Epps had certain personal property subject to levy and execution to satisfy said judgment and

deducted and made upon August A. D. Common Pleas caused the one day and one Auction and the wife of this defendant kept and discharged said satisfy said value and a said judgment defendant release may go here the Court and this defendant all proper

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Reply 3850

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directed and requested him at once to cause execution to issue and levy to be made upon said property. Whereupon the said plaintiff did on the 20th day of August A.D. 1879 cause execution to issue upon said judgment of the Court of Common Pleas and under the directions and at the request of the defendant caused the same to be levied upon certain property of the said John Oppen, to-wit: one bay mare twelve years old, one bay mare (blind), one half interest in one Aultman and Taylor threshing machine and horse power complete and thereupon after the said levy had been made and without the consent of the defendant abandoned his said levy and suffered said property to be kept and disposed of by the said John Oppen and no part thereof applied to discharge said judgment; That said levy was more than sufficient to satisfy said judgment. Said property was more than double the value and amount of said judgment and this defendant claims that said judgment by reason of said levy has been satisfied and this defendant released from the same. It is therefore this defendant asks that he may go hence and that said judgment may be cancelled by order of the Court and all further execution or proceeding of the same may be enjoined and this defendant released from the obligations of said appeal bond and for all proper relief.

Cameron and Benton Attys for Defendant.

State of Ohio, Union County ss.

W. H. Cray being first duly sworn says that the fact stated and the allegations made in his foregoing answer are true as he verily believes

W. H. Cray

Sworn to before me by said W. H. Cray and by him signed in my presence this 24th day of September 1881

W. M. Kinget, Clerk.

Afterward on the 14th day of January 1882 a reply was filed with the Clerk of said Court which reads as follows, to-wit:

Reply
3550

A. L. Williams, Plaintiff
vs.
W. H. Cray, Defendant.

Reply
Court of Common Pleas, Union County Ohio

The said plaintiff now comes and for Reply to the Answer of the said defendant says: That he denies that the pretended levy was abandoned without the consent of the said defendant. He denies that by reason of said pretended levy that the judgment alleged in this plaintiffs petition has been satisfied. For further Reply this plaintiff avers that after the said Sheriff of Union County undertook to levy upon the property named in the said answer that the same was claimed by other persons as their own property and not the property of the said John Oppen. That thereupon the said Sheriff refused to act under said execution unless he was indemnified by either the defendant or this plaintiff against loss or injury by reason of the aforesaid claims of ownership by other persons as to said property. This plaintiff says he is a non-resident of said County of Union and does not own any real estate therein; and the defendant well knowing the same undertook and promised this plaintiff to indemnify the said Sheriff against the claims of said persons to said property. This plaintiff relying on the said promise of the defendant made no effort to indemnify the said Sheriff. That the said defendant failed refused and neglected to

indemnify the said Sheriff and by reason thereof nothing further was done under said execution

D. W. Ayers, Atty for Plaintiff

State of Ohio, Union County ss.

D. W. Ayers being duly sworn says that the plaintiff A. L. Williams is a non-resident of said County of Union and is now absent therefrom that he is the Attorney of the above named A. L. Williams duly authorized in the premises, that the facts stated and the allegations made in the foregoing Reply are as affiant believes true.

D. W. Ayers.

Sworn to before me and signed in my presence by the said D. W. Ayers this 14th day of January A.D. 1882

W. W. Kinget, Clerk.

Afterward on the 10th day of May 1882 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:

Entry 2850

A. L. Williams
vs
W. H. Orary

Entry

This day this cause was called and was passed until tomorrow morning at the cost of the plaintiff. It is therefore adjudged by the Court that the plaintiff pay the cost occasioned by said delay

Afterward on the 3rd day of October 1882 an Entry was made in the Journal by the Clerk of said Court which reads as follows to-wit:

Entry 2851

A. L. Williams
vs
W. H. Orary

Entry

This day this cause came on to be heard on the motion of the plaintiff for leave to amend his Reply herein. Upon consideration whereof the Court does grant to the plaintiff leave to amend his Reply herein by the 1st day of November A.D. 1882 and the terms of said Amendment are hereby reserved and cause continued

Afterward on the 11th day of January 1883 an Entry was made in the Journal by the Clerk of said Court which reads as follows, to-wit:

Entry 2852

A. L. Williams
vs
W. H. Orary

Entry

This day came the parties by agreement settled this case as follows: 1st Judgment shall be rendered for the plaintiff for Fifty Dollars which is in full for all claims in the petition 2nd The plaintiff is to pay all costs made by him in this case. 3rd The defendant is to pay all costs made by him in this case. 4th Judgment is to be entered accordingly. 5th Execution shall be stayed for 90 days. It is therefore adjudged by the Court that the plaintiff receive of the defendant Fifty Dollars, and that the plaintiff pay all cost made by him and the defendant is to pay all costs made by him, and execution shall not issue hereon for ninety days.

Attest J. D. Burgeson, Clerk, by A. R. Burgeson Deputy

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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 Mansville, within and for the County of Union of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 8th day of January in the year of our Lord One Thousand Eight Hundred and Eighty Three. Hereofore, to-wit:-
On the 1st day of September A. D. 1882 the following petition was filed with the Clerk of said Court:-

Petition
4087

D. W. & Eltheron
vs.
William Bell, Wingett Harri-man
and Jane Harri-man wife of said
Wingett Harri-man

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

The plaintiff says: That on or about the 24th day of October A. D. 1877, the defendant, William Bell executed and delivered to the defendant Wingett Harri-man his five promissory notes for the purchase money of the premises hereinafter described: The last two of which notes was for a valuable consideration transferred and assigned to said plaintiff before maturity - and of which the following are copies, together with all the indorsements thereon:

" \$ 218.¹⁶/₁₀₀ - On the 1st day of January 1881, I promise to pay Wingett Harri-man or bearer the sum of Two Hundred, Eighteen Dollars and Sixteen cents with interest from date - Value recd. this 24th day of Oct. A. D. 1877
Wm. Bell

Indorsed as follows: - "Wingett Harri-man" and "Smith Barrett" #200, said Dec. 20, 1881

" \$ 215.¹²/₁₀₀ - On the 1st day of January 1882, I promise to pay Wingett Harri-man or bearer the sum of Two Hundred Eighteen Dollars and Seventeen cents with interest from date - Value recd. this 24th day of October A. D. 1877.
Wm. Bell

Indorsed as follows: "Wingett Harri-man", "Smith Barrett", #200, said Dec. 20, 1881

The defendant William Bell also on or about the 24th day of October A. D. 1877, to secure the payment of said notes executed and delivered to said Wingett Harri-man his mortgage deed and thereby conveyed to said Wingett Harri-man, his heirs and assigns the following lands and tenements, situated in said County of Union, and State of Ohio - and bounded and described as follows, to-wit:- "In the Virginia Military lands, part of survey No. 10408, in Jackson Township: Beginning at a stone South West corner to lands formerly owned by William Shafer in the center of a County road, Thence S. 81¹/₂° W. 18¹/₂ poles to a stone, S. E. corner to a 50 acre lot deeded to Francis Harper by Wingett Harri-man and wife - Thence N. 8³/₄° W. 130³/₄ poles to a stone in the center of a County road - Thence East with said road 60 poles to a stone in the East line of said survey - Thence Southwesterly and with the East line of said survey 52³/₈ poles to a stone N. E. corner to the lot formerly owned by said William Shafer - Thence West and with the North line of said Shafer's land - poles to the N. W. corner of said lot - Thence Southwesterly and with the West line of said Shafer's land 77⁵/₁₆ poles to the place of beginning - containing 29¹/₁₆ acres of land be the same more or less." The conditions contained in said mortgage deed was in substance that if the said Wm. Bell should pay or cause to be paid said notes when they became due according to the terms thereof - then said mortgage should be void - otherwise to remain in full

force and virtue in law. On or about the 9th day of January 1878 at 4 1/2 o'clock P. M. said mortgage was delivered to the Recorder of said County to be by him Recorded and was so Recorded by him on the 13th day of January 1878 in Volume No. 13 page 633 Mortgage Record of Union County Ohio. Said mortgage together with said notes were transferred to said plaintiff as above stated who is now the legal owner and holder of said notes and entitled to the benefits of said mortgage. After the transfer of said notes and mortgage to said plaintiff, the said defendant Wm Bell conveyed in fee simple the said lands and tenements to said Kinget H. Carriman who is now the owner of said lands and has the title thereto. The said mortgage has become absolute and there is now due said plaintiff the following sums on said notes to wit: \$218¹² with interest thereon from the 24th day of October 1877 and the sum of \$72⁷⁸ with interest thereon from the 20th day of December 1881 wherefore said plaintiff prays judgment on said indebtedness for said sum interest thereon against the said Wm Bell and Kinget H. Carriman, and that said mortgage may be foreclosed, the said premises ordered to be sold and the proceeds thereon applied to the payment of said plaintiffs claims and execution awarded for the balance and such other relief as in equity he may be entitled.

S. S. Gardiner, Plaintiffs Atty.

State of Ohio Union County, S.D.

S. S. Gardiner being duly sworn says, that he is the attorney of the above named plaintiff, that this action is founded upon written instruments for the payment of money only, and which are in his possession, that the said plaintiff is not a resident of said County of Union and that he believes the facts and allegations in the foregoing petition to be true, said facts are in substance as follows On or about the 24th day of October 1877 the defendant William Bell executed and delivered to defendant Kinget H. Carriman two promissory notes for the purchase money of lands described in the petition herein, which notes together with a mortgage on said land to secure the same was for a valuable consideration transferred and assigned to plaintiff herein, who is now the legal owner and holder of the same and upon which there is due here from William Bell and Kinget H. Carriman on one note \$218¹² with interest from October 24th 1877 and on the other 72⁷⁸ with interest thereon from Dec. 20th 1881 for which he asks judgment and sale of mortgaged premises. Said mortgage was duly recorded and is a valid lien on said premises.

S. S. Gardiner

Sworn to and subscribed by the said S. S. Gardiner before me this 31st day of August 1882.

S. W. Van Hook, Notary Public. 

Procipe To Clerk:-

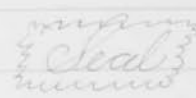
Issue Summons upon the petition in the above case for Kinget H. Carriman to Sheriff of Union County and for the defendant Wm Bell to Sheriff of Marion County - returnable according to law, endorse amount claimed as stated in petition and sale of mortgaged premises therein described.

S. S. Gardiner, Plaintiffs Attorney

On the 2nd day of September 1882 a summons was issued by the Clerk of said Court which reads as follows, viz:-

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The State of Ohio
Union County

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Summons
4097
The State of Ohio
Union County, ss.

To the Sheriff of the County of Union Meeting:-

You are commanded you to notify Wingat Hariman and Jane Hariman that they have been sued by D. M. Eltheron in the Court of Common Pleas of Union County, and that unless they answer by the 30th day of September A. D. 1882 the petition of the said D. M. Eltheron 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 11th day of September A. D. 1882.

Seal

Witness my hand and the seal of said Court this 2nd day of September A. D. 1882.

J. L. Bugner, Clerk.

In action for foreclosure of Mortgage, Amount claimed \$290⁰⁰ with interest on \$218⁷⁵ from Oct. 24th 1877 and with interest on \$72⁴⁸ from Dec. 20th 1881.

S. S. Gardner, Plaintiff's Attorney.

Writ returned and filed September 9th 1882. Endorsed as follows:-

Sheriff Retn
The State of Ohio
Union County ss.

Received this Writ September 2nd A. D. 1882 at 3 o'clock P. M., and pursuant to its command. On the 8th day of September 1882 I served the same by delivering a true copy thereof with the underments thereon to the within named defendants.

Sheriff's Exp:- Service 45, Mileage 3.20, Cop. 40, Total \$4.05

J. H. Oberacker, Sheriff

On the 2nd day of September 1882 a Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons
4097
The State of Ohio
Union County, ss.

To the Sheriff of Union County, Meeting:-

You are commanded you to notify William Bell that he and others have been sued by D. M. Eltheron in the Court of Common Pleas of Union County, and that unless he answers by the 30th day of September A. D. 1882, the petition of the said D. M. Eltheron 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 11th day of September A. D. 1882.

Witness my hand and the seal of said Court this 2nd day of September A. D. 1882.

J. L. Bugner, Clerk

In action for foreclosure of Mortgage, Amount claimed \$290⁰⁰ with interest on \$218⁷⁵ from October 24th 1877 and with interest on \$72⁴⁸ from December 20th 1881.

S. S. Gardner, Plaintiff's Attorney.

Writ returned and filed September 11th 1882. Endorsed as follows:-

Sheriff Retn
The State of Ohio
Union County, ss.

Received this Writ September 6th A. D. 1882, at 2 o'clock P. M., and pursuant to its command. I served the same on the 8th day of September 1882 by leaving a true and certified copy hereof, with the underments thereon, at the usual place of residence of the within named W. Bell. Service 30, Mileage 2.08, Cop. 16, Return and Postage 10, Total 2.64

J. D. Haxson Sheriff Union Co. Ohio

Afterward on the 8th day of January 1883 an Entry was made in the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry 4997
D. M. Elburn, Plaintiff
vs
William Bell et al. Defendant

Court of Common Pleas, Union County, Ohio

This day this cause came on to be heard upon the petition of the plaintiff D. M. Elburn and the defendants Wm. Bell, Wm. Hannan and Jane Hannan being in default for answer or demurrer to said plaintiffs petition, on consideration whereof, the Court find that the defendant William Bell executed and delivered to Wm. Hannan his promissory notes as set forth in said petition - and that the plaintiff is now the legal owner and holder of the same and that there remains due thereon the sum of \$363.⁶⁴ and that said notes were given for the purchase money of said premises described in said petition, and that the defendant, to secure the payment of said notes executed and delivered to said Wm. Hannan his mortgage deed on the premises described in plaintiffs petition, which mortgage the plaintiff is also the legal owner and holder thereof and that the same was duly recorded in Book No 13, page 633 of the records of Mortgages of Union County and is the first and best lien on the premises described in said petition, The Court further find that the condition of defeasance in said mortgage has been broken and that the plaintiff is thereby entitled to have the defendants equity of redemption foreclosed.

It is therefore considered that the plaintiff recover of the defendant Wm. Bell the said sum of \$363.⁶⁴ and it is further decreed that unless the said defendants shall within ten days from the writing of this decree, pay or cause to be paid to the Clerk of this Court the costs in this case and to said plaintiff the sum of \$363.⁶⁴ with interest from this date according to the terms of said notes and mortgages the defendants equity of redemption be foreclosed and said premises 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 orders.

Afterward on the 7th day of February 1883 an Order of Sale was issued by the Clerk of said Court which reads as follows, to-wit: -

Order of Sale 4097
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 Mansville, in and for said County, on the 8th day of January A. D. 1883, in the cause of D. M. Elburn Plaintiff, and William Bell et al. Defendant, it was ordered, adjudged and decreed as follows, to-wit: That unless the said defendant shall within ten days from the entry of this decree, pay or cause to be paid to the Clerk of this Court the costs in this case and to said plaintiff the sum of \$363.⁶⁴ with 6% from this date according to the terms of said note and mortgage the defendants equity of redemption be foreclosed, and an Order of Sale issued to the Sheriff of Union County directing him to sell said premises described in plaintiffs petition as upon execution and bring the proceeds into Court for further orders. (Description of Land)

Situated in said Union County and State of Ohio. Bounded and described as follows to-wit: - In the Virginia Military Lands. Part of Survey No. 10408, in Jackson Township. Beginning at a stone South West corner to land formerly owned by William Shaffer in the center of County road.

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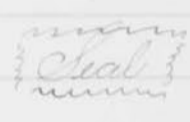
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Notice to
proceeds' Rec

Thence S 81 1/2° W 18 1/2 poles to a stone S. E. corner to a 50 acre lot decided to Francis Hope by Winget Hamman and wife: Thence Ch. 8 3/4° W. 130 3/4 poles to a stone in the center of a county road: Thence East with said road 60 poles to a stone in the East line of said survey: Thence Southward and with the East line of said survey 52 1/2 poles to a stone S. E. corner to the lot formerly owned by said William Shaffer: Thence West and with the North line of said Shaffer land — poles to the N. W. corner of said lot: Thence Southward and with the west line of said Shaffer land 77 1/2 poles to the place of beginning, containing 29 1/2 acres of land to 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 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 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 Mansfield, Ohio, this 7th day of February A. D. 1883
 J. D. Burgher Clerk
 By W. M. Winget Deputy Clk



Shiff's Pl

The State of Ohio, Union County, ss.

filed
 Feb. 22-83

In obedience to the command of the Order of Sale herein annexed, I did on the 16th day of February 1883, summon Milton Marsh, Gunn S. Robertson and Wm. D. Shoggle 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 16th day of February, A. D. 1883, 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 per Acre thirty-eight Dollars. A certified copy of said appraisal forthwith deposit in the office of the Clerk of the Court of Common Pleas of said County, and on the 16th day of February 1883 I caused to be advertised in the Pickwood 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 24th day of March A. D. 1883 at One o'clock P. M. of said day. And on the 22nd day of March 1883 I received of Winget Hamman Four Hundred and Ten Dollars (\$410⁰⁰) sufficient to satisfy this writ. Paid Clerk Burgher \$ 343.⁵¹. Retained my fee in this case \$ 16.⁴⁹ = Service 30, Levy 30, Summoning Appraisers and Swearing Appraisers 120, Conveying Appraisers 50, Writing Appraisal 30, Copy of Appraisal 30, Notice to Printer 30, Writing Notice 30, Mileage 3.30, Bondage 6.50, Appraisers' Fees 3.00, Printers Fees 12.60.

John Hobensack, Sheriff

Attest J. D. Burgher, Clerk
 By A. R. Burgher, Deputy

Was before His Honor John A. Rice, Judge of a Court of Common Pleas begun and held at the Court House in the town of Mansville, within and for the County of Union of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 8th day of January in the year of our Lord One Thousand Eight Hundred and Eighty-Three A.D. 1883, to wit, on the 16th day of September 1881 the following Petition in Error was filed with the Clerk of said Court:-

Petition
in Error
3895
Harry O'Hara
vs
The Incorporated Village of Unionville Center

Court of Common Pleas, Union County Ohio
Petition in Error

The said Harry O'Hara complains of the defendant, the incorporated village of Unionville for this that on the 5th day of September 1881, said village obtained judgment against him for \$6.⁰⁰ fine and \$14.⁰⁰ cost as will appear by the Record hereto attached. He, plaintiff, says there is error in said Record and said judgment is erroneous for the following causes: 1st. The said C. A. Ferguson before whom said cause was pending said in not dismissing said prosecution on the motion of the plaintiff. 2nd. The said C. A. Ferguson had no jurisdiction of said criminal prosecution. 3rd. The ordinances of said village do not justify said charge and the prosecution thereof. 4th. The said C. A. Ferguson had no authority to try said plaintiff. 5th. The said C. A. Ferguson did not render a lawful judgment in the case. 6th. The said C. A. Ferguson had no power to fine the said Harry O'Hara. 7th. The said C. A. Ferguson had no right to order the said Harry O'Hara to stand committed until the fine and costs are paid or secured to be paid as was attempted to be done by him. 8th. Said proceedings are otherwise erroneous and therefore he, the plaintiff prays a judgment of reversal and that he be restored to that which he has lost by reason of the premises.

Robinson & Piper Attys for Plff.

The defendant by the Prosecuting Attorney of Union County Ohio hereby acknowledges notice in this case and consents to the substitution of the words The Village of Unionville Center instead of "The State of Ohio"

J. W. Brodick Pros. Atty Union Co. O

Record
The Incorporated Village of Unionville Center
vs
Harry O'Hara

Before me, C. A. Ferguson, Mayor of said village personally came A. M. Holycross who being sworn according to law deposes and swears that on or about the 3rd day of September A. D. 1881, one Harry O'Hara is guilty of violating village ordinances by being drunk and disorderly. Sworn to and subscribed before me at my office this 4th day of Sept. A. D. 1881

C. A. Ferguson, Mayor. Seal

Therefore I issued a Warrant directed to the Marshal of said village for the arrest of Harry O'Hara. Warrant returned enclosed with bail of the defendant. Defendant-plead not guilty and being satisfied that the defendant was not ready for trial and could not reasonably get ready until tomorrow at one o'clock P. M. the defendant entered into a recognizance with J. S. Hillbury his security, for his appearance at one o'clock P. M. on the 5th day of Sept. A. D. 1881

to which time
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George Bailey
Chapman,
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to which time this case is adjourned.

September the 5th 1881. Defendant appeared Trial had. Daniel Cox, Frank Page, William Wolford, witnesses for the corporation. George Goble, George Bailey, Amos Love, P. L. Robinson, A. J. Ferguson, Mr. O'Brien Ferguson, Leonard Chapman, witnesses for the defence. Witnesses sworn and examined, whereupon the defendant was found guilty and fined in the sum of six dollars and costs of suit taxed at \$14.00 and stand committed until the fine and costs are paid or secured to be paid.

Marshal's fee on warrant: Service 40, Mileage 25, Assistance or for service of Subpoena 25, for Warrant 80, Mileage 25, perjury 75, Attending trial 1.00, Witness for Attendance of eleven witnesses 5.50. Mayor's fee: For taking and certifying Affidavit 40, for Issue of warrant 40, Subpoena for one person 25, Name 50, Adjournment 20, Taking Bond 50, Swearing eleven witnesses 55, Judgment on merit 3.40
O. A. Ferguson Mayor S.S.

Motion to discharge the above action.

Now comes the defendant and moves the Court to dismiss the prosecution against him and assigns for reasons that the affidavit made and filed in this case and upon which the warrant herein was issued, and that the warrant is illegal in this, to wit: - That neither the said Affidavit or Warrant has the Seal as required by the Statute in such cases made and provided.

Signed Harry O'Hara per H. M. Rouse his counsel.

I hereby acknowledge myself responsible and security for the fine and cost in the above case
John P. Kilbray

I hereby certify that this is a true copy of the proceedings had by and before me in the case of the Incorporated Village of Unionville Centre vs Harry O'Hara
O. A. Ferguson Mayor S.S.

The Incorporated Village of Unionville Centre
Union County, State of Ohio
vs
Harry O'Hara

Motion to dismiss the prosecution
Filed Sept. 5th 1881 with O. A. Ferguson, Mayor.

Now comes the defendant and moves the Court to dismiss the prosecution against him, and assigns for reason that the affidavit made and filed in the case and upon which the warrant herein was issued and that the warrant is illegal in this to wit: that neither the said affidavit, or warrant bears the seal as required by the Statute in such cases made and provided.

Harry O'Hara per H. M. Rouse his counsel

The Incorporated Village of Unionville Centre S.S.
Union County in the State of Ohio

Before me, O. A. Ferguson, Mayor of said Village aforesaid, personally came A. M. Holycross, who being duly sworn according to law, deposeth and saith that one Harry O'Hara late of the County of Union, on or about the 3rd day of September, in the year of our Lord one thousand eight hundred and eighty one at the incorporated village of Unionville County aforesaid, did violate village Ordinances by being drunk and disorderly and this deponent does verily believe that the said Harry O'Hara is guilty of the fact charged; and further the deponent saith not.
(Signed) A. M. Holycross.

Sworn to and subscribed before me, at the incorporated village of

Unionville, County aforesaid this 4th day of September in the year of our Lord one thousand eight hundred and eighty two.

[Seal]
 Mayor of the Incorporated Village of Unionville Centre }
 The Incorporated Village of Unionville Centre } On trial before O. A. Ferguson
 Union County Ohio } Mayor of the Village of
 vs. } Unionville Centre, Union County, O.
 Harry O'Hara

It is remembered that on the trial of this action before the undersigned O. A. Ferguson, Mayor of said village the said defendant in order to maintain his defense made the following motion to dismiss.

[Seal]
 Motion Show cause the defendant and proves the Court to dismiss the prosecution against him and assigns for reason that the Affidavit made and filed in the case and upon which the warrant herein was issued and that the warrant itself is illegal in this town: That neither the affidavit or warrant bears the seal as required by the Statute in such case made and provided.

(Signed) Harry O'Hara per H. M. Jones his Counsel
 The Mayor overruled said motion and the said defendant to said opinion and rulings of the Mayor excepts and prays said mayor to set his hand and seal to this bill of exceptions which is done accordingly

O. A. Ferguson, Mayor. *[Seal]*

Afterward on the 16th day of January 1883 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:

Entry
 25, 25-
 Harry O'Hara }
 vs. }
 The Village of Unionville Centre

Bill in Error

This day came the parties and submitted this cause to be heard, whereupon the Court being fully advised in the premises do find there is error in said record and therefore it is considered and adjudged by the Court that said judgment of said Village of Unionville Centre against said Harry O'Hara in said petition mentioned, be and the same is hereby annulled and held for naught and that the plaintiff recover of said village his tax costs herein expended taxed to \$.

Attest J. O. Bugner, Clerk
 By A. R. Bugner, Deputy.

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 of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 8th day of January in the year of our Lord One Thousand Eight Hundred and Eighty Three

Supplemental Record to Case No. 3768 Vol. 19 P. 247-8

On the 22nd day of August A. D. 1882 an Order of Sale was issued to the Sheriff of Delaware County, Ohio by the Clerk of this Court which reads as follows: (Reas. E. Powell Sumner, vs. John H. Coleman et al.,)

Order of the
 3768
 The State of
 Ohio
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 Upon P. Rec
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Sheriff's Rec
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 1882
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Order of the State of Ohio
Union County

To the Sheriff of said Delaware County - Genting:-

3768

Whereas by our writ of *Subpoena* we lately commanded you that of the goods and chattels, or for the want thereof, there of the lands and tenements of John H. Coleman, Mary C. Coleman and William N. Coleman in your bailiwick your cause to be made Seven Hundred and Fifty Six Dollars with 6% interest from February 3rd 1881. which Thos. C. Powell surviving partner of Wm. P. Reed doing business under the firm name of Reed & Powell lately in our Court of Common Pleas, begun and held at the Court House in Marysville in said Union County, on the 4th day February 1881, accorded against John H. Coleman et. al. as well for his damages which he had sustained as for \$4.⁵⁰ costs of suit. And you, at that day, returned to our said Court that, by virtue of said writ you had levied on the following described lands and tenements to-wit: Situate in the County of Delaware and State of Ohio, and in Scioto Township, being lot No. 3 in Survey No 3584 in the name of W. Springer in the V. M. District. Bounded and described as follows:- On the North by lands of James Biggett and W. Pounds; On the East by lands of said W. Pounds; South by lands of J. Morry and W. S. M^r: Parland and West by lands of J. Noble containing 80 acres of land and being homestead farm of the late David W. Coleman being one equal undivided fourth part of the same, subject to the life estate of Maria Coleman. The interest levied upon by this writ is the undivided three fourths interest herein of William N. Coleman one fourth owned by John H. Coleman and one fourth owned by Mary C. Coleman subject to the life estate therein of Maria Coleman which remains in your hands unred. Therefore we command you that you expose to sale said property, & by you in form aforesaid taken in execution, and have the money arising from such sale before our Court of Common Pleas, at Marysville, within sixty days from the date hereof to render to the said Thomas C. Powell and if said property remaining in your hands not sold shall, in your opinion, be insufficient to satisfy said judgment, then levy this writ on goods and chattels of said and for want thereof, then levy on other lands and tenements of said sufficient with said property unsold to satisfy said judgment, and have you then and there this writ.

Seal

Witness my hand and the Seal of said Court of Common Pleas at Marysville this 22nd day of August, A. D. 1882. J. P. Burgess, Clerk
By Peter Randall, Deputy Clk.

Sheriff's Return The State of Ohio, Delaware County ss.

Filed Dec 12th 1882

In obedience to the command of the Court hereto annexed, I did, on the 14th day of October 1882, summon John W. M^r: Cloud, Martin Smith and James M^r: Glue 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 14th day of October 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 \$2100⁰⁰ Dollars. 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 26th day of

Common Pleas, within official of our Lord P. 247-8 was Court (S.)

October 1882, I caused to be advertised in the Delaware Gazette (a newspaper printed and published and of general circulation in County) said lands and tenements to be sold at public sale at the door of the Court House of said County, on the 27th day of November A.D. 1882, at ten 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 said 27th day of November A.D. 1882, at the time and place above mentioned, proceed to offer said lands and tenements at the door of said Court House, and there and then came B. W. Brown who bid for the same the sum of Ninety Hundred Dollars: and said sum being two-thirds of the appraised value thereof, and said B. W. Brown 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 Ninety Hundred Dollars. Since so, Assn. Appraisers 1.20, Survey Appraisers 50, Writing Appraisal 30, Copy of Appraisal 30, Notice to Printer 30, Affidavit to Printer 25, Writing Notice 30, Mileage 1.25, Postage 17.00, Return 25, Appraisers 2.00 Printer's fee 17.50

W. H. Cutler, Sheriff.

On the 25th day of November a Proof of Publication was filed with the Clerk of Delaware County Court of Common Pleas which reads as follows, viz;

Proof of Publication as Sheriff's Sale. Execution from Winnebago County Common Pleas. Sher^t E. Powell, Surviving Partner of Wm. P. Reid,

John H. Coleman, et al.

By virtue of the aforesaid writ to me directed from the Court of Common Pleas of Delaware County, Ohio, I will offer at public sale at the door of the Court House in Delaware, Ohio, on Monday, November 27th 1882, at ten o'clock A.M., the following described lands and tenements, to-wit: Situate in the County of Delaware and State of Ohio and in Sacto Township, being Lot number three (3) in survey number three thousand eight hundred and eighty four (3884) in the name of W. Springs in the Virginia Military district, bounded and described as follows: On the north by lands of James Biggett and W. Pounds on the east by lands of said W. Pounds; south by lands of J. Morry and W. B. W. Scotland and west by lands of J. Noble, containing eighty (80) of land, and being hereunder of acres of the late Daniel W. Coleman, being one equal undivided fourth part of the same, subject to the life estate of Maniah Coleman. The interest bind upon by this writ is the undivided three-fourths interest herein of William H. Coleman, one fourth owned by John H. Coleman and one fourth owned by Mary C. Coleman, subject to the life estate herein of of Maniah Coleman.

Appraised at \$2100.00 To be sold as the property of John H. Coleman, et al. at the suit of Sher^t E. Powell, surviving partner of Wm. P. Reid. Sum of sale-Cash in hand.

William H. Cutler, Sheriff Delaware County, Ohio Statement. R. C. Thompson being duly sworn, says he is one of the Publishers of the Delaware Gazette a Weekly Newspaper published and printed in Delaware Delaware County, Ohio, and of general circulation therein, and that the aforesaid advertisement was published in said newspaper five consecutive weeks, the first insertion being on the 26th day of October A.D. 1882. R. C. Thompson.

Sworn to and subscribed before me, this 25th day of Nov. A.D. 1882.

Charles McFaynes, Clk. Del. Com. Pleas.

Afterward by the Clerk of as follows, to Sher^t E. Powell doing business as Prid and

John H. Coleman and William

heard on the report of his and the Court ified that the provision of legal and that as the who made Sheriff of said County of Delaware are those in some Military dis of James P. by lands of containing Daniel W. part thereof fourth part owned by and the said shall be satisfied into the due order that- tained at \$ the judgment paid said balance due Thomas E. sale being to said John man in

Afterwards on the 2^d day of February 1883 an Entry was made on the Journal by the Clerk of said Court of Common Pleas of Union County, Ohio, which reads as follows, to-wit:-

Thos E. Powell, Surviving partner of W^m P. Reid
doing business under the firm name of
Reid and Powell, Plaintiff
vs
John H. Coleman, Mary C. Coleman
and William N. Coleman, Defendants.

Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard on the return of the Sheriff of the writ of execution issued herein with his report of his proceedings and sale of land and tenements under same writ and the Court having carefully examined the said proceedings and being satisfied that the said sale had in all respects been made in conformity to the provision 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 as the term of office of W^m H. Custer Sheriff of Delaware County Ohio who made the said sale has expired and that James C. White is his successor as Sheriff of said County, it is ordered that said James C. White, Sheriff of said County of Delaware make to the purchaser Purdy W. Jones a deed in fee simple for the land and tenements so sold, to-wit Situate in the County of Delaware and State of Ohio and in Scotts Township being lot number (3) three in survey number 3884 in the name of W. Springer in the Virginia Military district bounded and described as follows: on the north by lands of James Biggett and M. Pounds, on the east by lands of M. Pounds, south by lands of J. Morry and W. G. M^r: Garland and west by lands of J. Noble containing eighty (80) acres of land and being homestead farm of the late Daniel W. Coleman. The tract hereby conveyed being the undivided three fourths part thereof to-wit: - the one fourth part thereof owned by John H. Coleman, the one fourth part thereof owned by Mary C. Coleman and the one fourth part thereof owned by William N. Coleman subject to the life estate therein of Mariah Coleman and the said purchase is hereby subjugated to all the rights of the true holder who shall be satisfied herein for the protection of his title and the Court commissions unto the distribution of the purchase money in the hands of the Sheriff order that he pay; First, to the Clerk of this Court the cost of this action taxed at \$60.⁰⁰; Second, to the plaintiff Thomas E. Powell the amount of the judgment herein rendered with interest to this date less a credit of \$75.⁰⁰ paid said Powell and the sum of \$150.⁰⁰ Paid W. P. Reid deceased leaving balance due said plaintiff of \$61.⁰⁰ which is hereby ordered paid said Thomas E. Powell plaintiff; Third the balance of the proceeds of said sale being six hundred seventy eight dollars and seventy five cents (\$678.⁷⁵) to said John H. Coleman, Mary C. Coleman and William N. Coleman in equal proportions.

Attest J. P. Burgess Clerk
By A. R. Burgess, Deputy

Then before His Honor John A. Price Judge of a Court of Common Pleas...

On the 9th day of July A.D. 1883 the following petitions and answers in legual...

Petition 4274

O. Aultman & Co. Plaintiff vs. S. E. Gamble, Defendant. State of Ohio Union County, ss. In the Court of Common Pleas.

Civil Action for Money Only

The said plaintiff says that they are an incorporated company doing business in the State of Ohio under the incorporate name of O. Aultman & Co. and that they are duly incorporated under the laws of Ohio...

P. B. Benton Atty's for Pliffs

The State of Ohio Union County, ss.

P. B. Benton the duly authorized attorney for the above named plaintiff being duly sworn says that he believes the statement in the foregoing Petitions to be true...

P. B. Benton

Subscribed by P. B. Benton in my presence and sworn to by him before me, this 9th day of July A.D. 1883.

J. D. Burgner, Clerk.

Mayeville Ohio, August 1st 1882

On or before the first day of October 1882, for value received in one New Model... I, the undersigned of Leeburg Township, County of Union, State of Ohio, promise to pay to the order of O. Aultman and Co. (an Incorporated Company under the General Laws of the State of Ohio) of Canton, Ohio, Three Hundred and Thirty Seven and 7/10 Dollars, payable at the office of Farmers Bank Mayeville Ohio with interest at 6 per cent per annum from date until maturity, and interest at eight per cent per annum from maturity until paid.

J. E. Gamble, P. O. Green Bend, Union Co. O.

O. Aultman

S. E. Gamble

Defendant,

in this case,

named Plaintiff

the above named

law and Equity

on said note,

against Defendant

of any expense

July 9th A.D.

Entry

O. Aultman

vs.

S. E. Gamble

and Plaintiff

who, by virtue

of said Court

appearance of

confers that

said Plaintiff

is referred to be

to be computed

said warrant

all right to

Plas before

begun and

for the Court

District of

One Thousand

On the 9th

filed with

The State of

Petition 4270

The Peoples

A. B. Wells, S.

that they are

the State of

S. Long, Jaa

W. Hutton & Co. Plaintiffs
vs.
S. E. Gamble, Defendant.

In Court of Common Pleas, Union County, ss.
Defendants Answer

And now comes S. E. Gamble the above named Defendant, by the undersigned Attorney, and waives the issuing and service of process in this case, and consents that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's petition, and against the above named Defendants, for the sum of Three Hundred and Sixty One Dollars and Eighty Seven Cents, the amount appearing due for principal and interest on said note, and also consents that judgment be entered in the same manner against Defendant for costs of this action, and all errors are hereby released, and Defendants right to appeal and to the appraisal of real estate waived by virtue of any execution issued on the judgment in this case is hereby waived.

July 9th A. D. 1883

E. E. Cole, Atty for Def't

Entry

W. Hutton & Co
vs.
S. E. Gamble

Entry

This day came the Plaintiff by J. B. Bestow Attorney and thereupon came E. E. Cole one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein and by virtue of the same warrant of Attorney, confessed that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiff's petition, the sum of \$361⁸⁷/₁₀₀. It is therefore considered that said Plaintiff do recover of said Defendant the sum of \$361⁸⁷/₁₀₀ 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. P. Bingham, Clerk.

By A. R. Bingham, Deputy.

Plas before His Honor James 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 Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 16th day of April in the year of our Lord One Thousand Eight Hundred and Eighty Three

On the 9th day of July A. D. 1883, the following petitions and Answers were filed with the Clerk of said Court.

Petitions
4270

The State of Ohio, Union County ss. In the Court of Common Pleas
The Peoples Bank of Marysville, Ohio) Plaintiff

Petitions

J. B. Wells, S. Long, James W. Wells and H. B. Sely, Defendants

The Plaintiffs say that they are a copartnership formed for the purpose and doing business within the State of Ohio and not incorporated. That the Defendants, J. B. Wells, S. Long, James W. Wells and H. B. Sely on or about the 6th day of August

A D 1881, executed and delivered to the said Plaintiffs their Promissory Note, of that date, together with a Warrant of Attorney, a copy of 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 still due them thereon from said Defendants, the sum of Four Hundred and Ninety Dollars and 66 Cents, with Interest at the rate of 8 per centum per annum, from the 17th day of January A. D. 1882. Wherefore, the Plaintiffs ask Judgment for the sum of Four Hundred and Ninety Dollars and 66 Cents, with Interest thereon at the rate of 8 per centum per annum, from the 17th day of January, A. D. 1882, and for Costs of Suit.

A. S. Carpenter, Plaintiffs Attorney.

The State of Ohio, Union County, ss.

Affidavit: A. S. Carpenter 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 truly believes the statements contained in the foregoing Petition are true, in substance and in fact.

A. S. Carpenter

Sworn to by said A. S. Carpenter, before me, and by him subscribed in my presence, this 7th day of July A. D. 1883

J. D. Bingham Clerk.

Waynesville, Ohio, August 6th 1881

Note "1000⁰⁰"
"Sixty days after date, we principal debtors we jointly and severally promise to pay"
"to The Peoples Bank, or order, at their office in Waynesville, Ohio, One Thousand"
"and 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 confer 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 August 1881. "J. B. Wells Seal"
"S. Long Seal" "James W. Wells Seal" "H. B. Suly Seal"
"Paid November 21st 1881, \$500.⁰⁰" "Paid January 11th 1883, \$25.⁰⁰"

Answer The State of Ohio Union County ss. In the Court of Common Pleas.
The Peoples Bank of Waynesville Ohio Plaintiffs
against
J. B. Wells, S. Long, James W. Wells & H. B. Suly, Defendants

Answer

By witness of the Warrant of Attorney attached to the foregoing Petition, I, John M. Broderick an Attorney at Law in the several Courts of Record in the State of Ohio, hereby enter an Appearance for the said Defendants at the suit of The Peoples Bank of Waynesville Ohio, Plaintiffs against said J. B. Wells, S. Long, James W. Wells and H. B. Suly, Defendants, and waive the issuing and service of process therein and confer a judgment in favor of the said The Peoples Bank of Waynesville Ohio, against said J. B. Wells, S. Long, James W. Wells and H. B. Suly for the

sum of Three & bring the Amount and also for

Entry The Peoples

J. B. Wells, S. L.

by A. S. Carpenter Attorneys of Record, and a and service of notice of the said defendants to \$548⁰⁰. At defendant the with costs of rate of 8% per all errors are

Pleas before Pleas begun and for the District of the One Thousand On the 7th day were filed per The State for H. B. Suly, Henry Suly,

Petition 4273

John A. Reed and Marion Courton from John A. Suly, the amount of \$500.00 of April 11th of said note, the judgment of Three Dollars a day of July

sum of Three Hundred and Forty-eight Dollars and Twenty-three Cents Damages, bring the Amount appearing due for Principal and Interest on said Promissory Note and also for Costs of Suit, and I do hereby release all errors and waive all right of appeal
John W. Beckwith's Defendants Attorney.

Entry

The Peoples Bank of Marysville Ohio, Plaintiffs

Entry

J. B. Wells, S. Long, James W. Wells & H. P. July Defendants

This day came the Plaintiffs by A. P. Carpenter Attorney, and thereupon came John W. Beckwith 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, confessed that there is due from said Defendants to said Plaintiffs as is alleged in Plaintiffs petition, the sum of \$548²³/₁₀₀. It is therefore considered that said Plaintiff do recover of said Defendants the said sum of \$548²³/₁₀₀ 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. P. Burgess, Clerk
By A. R. Burgess, Deputy.

Plas before His Honor John A. Rice, Judge of a Court of Common Pleas
Plas begun and held at the Court House in the town of Marysville, within and for the County of Union of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 16th day of April in the year of our Lord One Thousand Eight Hundred and Eighty Three.

On the 9th day of July A. D. 1883 the following Petition and Verdict in Cognovit were filed with the Clerk of said Court:-

The State of Ohio, Union County, ss. In the Court of Common Pleas
Jas. H. Reed, R. H. Johnson, Jas. H. Reed and
Henry Sims, Partners as Union Co. Bank, Plaintiffs.

Petition

Petition
Civil Action for Money Only

vs.
John Anselman, Defendant

Jas. H. Reed, R. H. Johnson,
Jas. H. Reed and Henry Sims, partners doing business under the firm name of Union County Bank, the above named Plaintiffs say that there is due to them from John Anselman the Defendant, on a promissory note made by the Defendant, John Anselman dated the 9th day of August A. D. 1882, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of One Hundred and Fifty Dollars with interest thereon at 8 per cent from the 3rd day of April A. D. 1883. The Plaintiffs further say that they are legal owner and holder of said note, that the same is due and unpaid. Whereupon, the Plaintiffs ask judgment against said Defendant for the sum of One Hundred and Fifty Three Dollars and Twenty cents, with interest at eight per cent from the 9th day of July A. D. 1883.

Johnson & Fisher Attys for D. W.

4273

The State of Ohio, Marion County, ss. -

Henny Sene, one of the above named Plaintiffs being duly sworn, says that he believes the statement in the foregoing Petition to be true.

Henny Sene

Subscribed by Henny Sene in my presence, and sworn to by him before me this 7th day of July A. D. 1883.

Seal

J. C. Davids, Notary Public, Marion, Ohio.

Note # 150⁰⁰ Thirty Days after date, for value received we jointly and severally promise to pay Marion County Bank, or order, at Marion, Ohio, One Hundred and Fifty Dollars with interest at 8 per cent 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 confer a judgment 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 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 hand and seal this 7th day of Aug. 1883"
"Done Nov. 7th 1882, Witness Tho^s J. McWherry"
"P. O. Address, Et. aldo. 85875"

"John ^{his} Anselmann ^{Seal}"
"Apr 3/83. Int. pd. to Apr. 3/83"

Answer Jas. H. Reed, R. H. Johnson, Jas. H. Reed and Henny Sene, Partners in Marion County Bank Off.
or
John Anselmann Defendant

In Court of Common Pleas Marion County, ss.
Defendants Answer.

And now comes John Anselmann the above named Defendant, by the undersigned his Attorney, and waives the issuing and service of process in this case, and consents that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's petition and against the above named Defendant, for the sum of One Hundred and Fifty Three Dollars and Twenty Cents, the amount appearing due for principal and interest on said note and also consents that judgment be entered in the same manner against Defendant for costs of this action, and 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.

July 7th A. D. 1883 A. S. Carpenter Atty for Def't.

Entry Jas. H. Reed, R. H. Johnson, Jas. H. Reed and Henny Sene, Partners in Marion County Bank
or
John Anselmann

Entry

This day came the Plaintiff by Johnson and Fisher their Attorney, and thereupon came A. S. 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 sworn, waived the issuing and service

of process, and so warrant of Attorney as alleged in said Plaintiff's petition conferred to be to be conveyed by warrant of Attorney right to file a

Pleas before and held at County of Marion State of Ohio, Eight Hundred On the 7th of August 1883 The State of Ohio The Peoples J. D. Haines, Allen Haines,

the State of Ohio acts, J. D. Haines December, A. D. State, of that and Warrant part of this do not and is still due Fifty Dollars per annum, judgment of Fifty Dollars execution fee

Affidavit The State of that he is the upon an Ins. Instrument in cents contained in fact. Sworn to my presence,

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 Plaintiff's petition, the sum of \$153.²⁰ It is therefore considered that said Plaintiff do recover of said Defendant the said sum of \$153.²⁰ 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. Burgess Clerk
By A. R. Burgess, Deputy

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 Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 16th day of April in the year of our Lord One Thousand Eight Hundred and Eighty Three.

On the 7th day of May A. D. 1883 the following Petition and Answer in Cognovit were filed with the Clerk of said Court:-

The State of Ohio, Union County, ss. In the Court of Common Pleas.
Petition
4248
The Peoples Bank, Plaintiff
Against
J. D. Haines, W. M. Haines & Allen Haines, Defendants
Petition.

The plaintiff says that it is a copartnership formed for the purpose of doing business within the State of Ohio and reincorporated. Plaintiff further says that the Defendants, J. D. Haines, W. M. Haines and Allen Haines on or about the 16th day of December, A. D. 1879, executed and delivered to the said Plaintiff, three Promissory Note, of that date, together with a Warrant of Attorney, which Promissory Note and Warrant of Attorney are hereto attached, marked "Exhibit A" and made a part of this Petition. Said Plaintiff further says that said Promissory Note is due and unpaid, that it is the legal owner and holder thereof, and that there is still due it thereon from said Defendants the sum of Two Hundred and Fifty Dollars and Twenty Cents, with Interest at the rate of eight per centum per annum, from the 16th day of March, A. D. 1880. Wherefore, the Plaintiff asks judgment against the said Defendants for the sum of Two Hundred and Fifty Dollars and Twenty Cents, with Interest thereon at the rate of eight per centum per annum, from the 16th day of March, A. D. 1880, and for Costs of Suit.
A. J. Carpenter, Plaintiff's Attorney.

Affidavit The State of Ohio, Union County, ss.
A. J. Carpenter being duly sworn, says that he is the Attorney of Record of said Plaintiff, that this action is brought upon an Instrument in Writing for the payment of Money only, that said Instrument in Writing is in his possession, and that he verily believes the statements contained in the foregoing Petition are true, in substance and in fact.
A. J. Carpenter.

Sworn to by said A. J. Carpenter, before me, and by him subscribed in my presence, this 7th day of May, A. D. 1883.
J. D. Burgess, Clerk.

Marysville, Ohio, December 16th 1879

" # 250⁰⁰
 " Thirty 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, Two Hundred Fifty and ⁰⁰/₁₀₀ Dollars, for value received.
 " And we hereby dispense with the demand of payment of this note and
 " authorize any Attorney at Law to appear for us, or either of us, at any time after
 " the same shall become due, in any Court of Record in the State of Ohio, or
 " thereunto 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 16th day of Dec. 1879,
 " J. D. Haines, Seal. " W. M. Haines, Seal. " Allen Haines, Seal.

Comes The State of Ohio, Union County, ss. In the Court of Common Pleas.
 The Peoples Bank Plaintiff
 Against
 J. D. Haines, W. M. Haines, and Allen Haines, Dft.

Answered

By virtue of the Warrant of
 Attorney attached to the foregoing Petition, J. J. W. Robinson an Attorney at
 Law in the several Courts of Record in the State of Ohio, hereby enters an Ap-
 pearance for the said Defendants, at the suit of The Peoples Bank Plaintiff
 against said J. D. Haines, W. M. Haines and Allen Haines, Defendants
 and serves the issuing and service of process therein and confers a judgment
 in favor of the said The Peoples Bank against said J. D. Haines, W. M.
 Haines and Allen Haines for the sum of Two Hundred and Sixty Dollars
 and Sixty Three 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

Entry The Peoples Bank Plaintiff
 Against
 J. D. Haines, W. M. Haines, and Allen Haines, Dft.

Entry

This day came the Plaintiffs
 by A. P. Burger 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 ex-
 ecuted, 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 Plaintiffs petition, the
 sum of \$312.⁰³/₁₀₀. It is therefore considered that said Plaintiff do recover of said
 Defendant the said sum of \$312.⁰³/₁₀₀. 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. P. Burger, Clerk.
 By A. R. Burger, Deputy.

Plev before
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 on the 16th day of
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 the following
 Petition Pelg Ocanston
 4235- Keaton Case
 Trial W. L.
 17th 1881, he was
 an Administrator
 by Probate Court
 founded upon
 Keaton Case
 following is a
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 " Two Hundred
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 Sworn to before
 31st day of Ma
 Receipt Pelg Ocanston
 of Keaton Case
 Trial W. L.
 Assess Summons
 Sheriff of Union
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 No. of Case, 42

Pleas before His Honor John A. Rice, Judge of a Court of Common Pleas begun and held at the Court House in the town of Mansville, within and for the County of Union of the Third Subdivision of the Single Judicial District of the State of Ohio on the 16th day of April in the year of our Lord One Thousand Eight Hundred and Eighty Three. Wherefore, to-wit: On the 31st day of March A.D. 1883 the following petition was filed with the Clerk of said Court:-

Ohio
4235

Releg Cranstown, Administrator of Estate of
Kenton Case, Deceased, Plaintiff
vs.
Niel M^cLean Defendant

Court of Common Pleas, Union County Ohio
Petition

Plaintiff says, on or about August 17th 1881, he was duly appointed and qualified and letters were granted him as Administrator of the Estate of Kenton Case, late of said County, deceased by Probate Court of Union County, Ohio. That this the plaintiffs action is founded upon a promissory note given by the said defendant to the said Kenton Case during the life of the said Kenton Case and of which the following is a copy:

" \$ 200.⁰⁰ Broadway April 18th 1881 "
" One year after date I promise to pay to the order of Kenton Case "
" Two Hundred Dollars at - Value received "
" (Signed) Niel M^cLean "

There is due from the defendant Niel M^cLean to the plaintiff as said Administrator the said note, said sum of Two Hundred Dollars which he claims with interest from April 18th 1882, at six per cent per annum and for which he asks judgment.

Robinson & Piper Attorneys for Plaintiff

State of Ohio, Union County, ss.

L. Piper being duly sworn according to law, says he is one of the Attorneys of the said Releg Cranstown, the plaintiff herein, duly authorized in the premises, that the foregoing pleading is founded upon a written instrument for the payment of money only and which is now in the possession of this affiant and that the facts stated and allegations in the foregoing petition are as affiant believes true.

L. Piper

Sworn to before me by L. Piper and by him subscribed in my presence this 31st day of March A.D. 1883

J. D. Bugner Clerk.

Receipt

Releg Cranstown, Administrator of Estate of
Kenton Case Deceased, Plaintiff
vs.
Niel M^cLean Defendant

Court of Common Pleas Union Co. Ohio
Mansville, March 31st 1883

To the Clerk of said Court :-

Issue Summons upon the petition in the foregoing case directed to the Sheriff of Union County Ohio for the Defendant Niel M^cLean, returnable according to law. Enclose Amount Claimed Two Hundred Dollars with interest at 6 per cent from April 18th 1882.

Robinson and Piper
Attorneys for Plaintiff

No. of Case, 4235

On the 31st day of March 1883 a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons The State of Ohio }
 Union County ss. } To the Sheriff of the County of Union, Greeting:-
 We command you to notify Abel M^r: Leav that he has been sued by Peleg Cranston, Administrator of Newton Case Decd. in the Court of Common Pleas of Union County, and that unless he answer by the 25th day of April A.D. 1883 the petition of said Peleg Cranston Administrator 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 9th day of April A.D. 1883.

clerk Witness my hand and the seal of said Court this 31st day of March A.D. 1883. J. D. Bingham, Clerk.

An action for money only. Amount claimed \$200⁰⁰ at 6% interest from April 18th 1883 Robinson and Piper, Plaintiffs Attorneys.

Writ returned and filed April 4th 1883. Endorsed as follows:-

Writ The State of Ohio, Union County ss.

Received this writ March 31st A.D. 1883 at five o'clock P.M., and pursuant to its command, on the 3rd day of April A.D. 1883 I served the same by delivering a true copy of this writ with the endorsements thereon to the within named Defendant
 Sum 23, Milage 1.76, Exp. 20, Total \$2.26

John Kobensack Sheriff

Afterward on the 1st day of May A. D. 1883 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry Peleg Cranston, Administrator of Estate of Newton Case Decd., Plaintiff } Court of Common Pleas, Union County Ohio
 vs } An Action for Money Only.
 Abel M^r: Leav, Defendants }

Now comes the plaintiff by his Attorneys Robinson and Piper and the defendant being in default for answer and demurrer, the Court find that the defendant Abel M^r: Leav is indebted to the plaintiff Peleg Cranston as Administrator of Newton Case in the sum of \$212⁴⁰ with interest from April 30th 1883. It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of Two Hundred Twelve and 40/100 Dollars (\$212⁴⁰) with interest from April 30th 1883 & his costs herein expended taxed to #

Attest J. D. Bingham Clerk
 By A. R. Bingham, Deputy.

Then before
 began and held
 County of Union
 State of Ohio, on
 Eight Hundred
 March A. D. 1883
Petition Peleg Cranston,
 of Newton Case
 vs.
 4236 W. A. M^r: Leav
 of August A. D.
 of Estate of Ne
 of Union Cou
 a promissory n
 said Newton
 following is a
 " One year a
 " five Dollars, of
 There is due
 said sum of
 with interest at
 we pray judge
 State of Ohio
 Union County
 the premises the
 is founded upon
 now in the pos
 are as affiant
 Sworn to before
 this 31st day of
Witness Peleg Cranston
 of Newton Case
 W. A. M^r: Leav
 Area Summ
 County Ohio fo
 returnable acc
 Dollars (\$95.⁰⁰)
 5th 1881

Plas before His Honor John A. Rice, 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 Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 16th day of April in the year of our Lord One Thousand Eight Hundred and Eighty Three. Wherefore to wit: on the 31st day of March A. D. 1883 the following petition was filed with the Clerk of said Court.

Petition
4236
Pelig Cranston, Administrator of Estate of Newton Carr Deceased, Plaintiff
vs.
W. A. McLean & Neil McLean, Defendants

Court of Common Pleas, Union County, Ohio
Petition

Plaintiff says on or about the 17th day of August A. D. 1881 he was duly appointed and qualified as Administrator of Estate of Newton Carr deceased late of said County, by the Probate Court of Union County, Ohio. That this the plaintiffs Action is founded upon a promissory note executed by the defendants herein and delivered to the said Newton Carr during the lifetime of the said Carr and of which the following is a copy.

April 5th 1881

" One year after date we promise to pay to Newton Carr the sum of Ninety five Dollars, for value received at 8% interest

"W. A. McLean" "Neil McLean"

There is due from the defendants to the plaintiff as said Administrator the said sum of Ninety-five Dollars which the plaintiff as said Administrator claims with interest at eight per cent per annum from April 5th 1881 and for which we pray judgment

Robinson and Piper

State of Ohio
Union County, ss.

L. Piper being duly sworn according to law says he is one of the Attorneys of the plaintiff duly authorized in the premises that the foregoing pleading of Pelig Cranston as said Administrator is founded upon a promissory note for the payment of money only and is now in the possession of this affiant; and that the facts stated and allegations are as affiant believes true

L. Piper

Sworn to before me by L. Piper and by him subscribed in my presence this 31st day of March A. D. 1883.

J. D. Burgess, Clerk.

Plas before Pelig Cranston, Administrator of Estate of Newton Carr, Deceased, Plaintiff
vs.
W. A. McLean & Neil McLean, Defts.

Court of Common Pleas, Union County Ohio
Marysville, March 31st 1883

To the Clerk of said Court: I have summoned upon the foregoing petition directed to the Sheriff of Union County Ohio for W. A. McLean and Neil McLean the defendants herein returnable according to law. Endorse Amount claimed Ninety Five Dollars (\$95.⁰⁰) with interest at eight per cent per annum from April 5th 1881

Robinson and Piper, Attorneys for Plaintiff

On the 31st day of March A.D. 1883, a Summons was issued by the Clerk of the Court which reads as follows, to-wit:-

Summons 4236
 The State of Ohio
 Union County, ss. }
 To the Sheriff of the County of Union, Greeting:
 We command you to notify W. A. M^r: Luan and Chas M^r: Luan that they have been sued by Pely Granston Administrator in the Court of Common Pleas of Union County, and that unless they answer by the 28th day of April A.D. 1883 the petition of said Pely Granston against them filed in the Clerk's Office of said Court such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 7th day of April A.D. 1883.

[Seal] Witness my hand and the seal of said Court this 31st day of March A.D. 1883. J. P. Bragauer, Clerk.

An action for Money Only. Amount claimed \$95.⁰⁰. Paid at 8% from April 5th 1881 Robinson & Piper, Plaintiffs Attorneys

Writ returned and filed April 7th 1883 Endorsed as follows, to-wit:-

Seignior 4236
 The State of Ohio
 Union County, ss. }
 Received this writ March 31st A.D. 1883, at five o'clock P.M. and pursuant to its command, on the 3rd day of April A.D. 1883 I served the same by delivering a true copy of this writ with the endorsements thereon to Chas M^r: Luan. He within named W. A. M^r: Luan, not found in my County. Service on, Mileage 1.75, Exp. 20 Total \$2.26

(John Wobersack, Sheriff Union Co., Ohio)

Appended on the 1st day of May A.D. 1883 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:

Entry 4236
 Pely Granston, Administrator of Estate of Granston Deceased, Plaintiff }
 vs. }
 W. A. M^r: Luan & Chas M^r: Luan D^{fs}. }
 Court of Common Pleas, Union County, Ohio
 An Action for Money Only.

Now comes the plaintiff by his Attorneys and the defendants being in default for answer and demurrer, the Court find that the defendants, W. A. M^r: Luan and Chas M^r: Luan are indebted to the plaintiff in the sum of One Hundred Ten and Two Dollars (\$110.⁰⁰) with interest at 8% per annum from April 30th 1883. It is therefore considered by the Court that the said plaintiff recover from the said defendants the said sum of One Hundred Ten and Two Dollars (\$110.⁰⁰) with interest from April 30th 1883 and his costs herein expended taxed to \$

Attest J. P. Bragauer Clerk
 By A. R. Bragauer, Deputy

Came before His Honor John A. Rice, 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 Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 16th day of April in the year of our Lord One Thousand Eight Hundred and Eighty-Three. Wherefore, to-wit:- On the 24th day of March A.D. 1883 the following petition was filed with the Clerk of said Court:-
 John W. Clark, Plaintiff

4238
 vs. }
 Mattie S. (Spain) Tracy & J. W. Tracy, D^{fs}. }
 Court of Common Pleas, Union County, Ohio

Petition Plaintiff recovering is a " \$110.⁰⁰ " Six " " and "

The said note to the s says that the sum of One June 2nd 1883 amount.

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Receipt John W. Cl as Mattie S. (Spain) In the

foregoing ex Mattie S. C One Hundred amount for

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Summons 4238 The State of Ohio Union Co The court has been served County, and petition of s Office of s returned on the 3rd day

[Seal]

An action of Writ-relie

Petition Plaintiff says: This his action is founded upon a promissory note of which the following is a copy:-

" # 110.⁰⁰ Crosby Livingston, O., June 2nd 1882
" Six months after date I promise to pay to the order of J. W. Clark One Hundred and Ten Dollars at Marysville, Ohio. Value received at 6 per cent per annum"
" Mattie S. Spain "

The said Mattie S. Spain, at some time after the execution and delivery of said note to the said J. W. Clark, was married to the said J. W. Tracy. Plaintiff therefore says that there is due him on said note from the defendant Mattie S. Tracy the sum of One Hundred and Ten Dollars with interest from June 2nd 1882 at rate of six per cent per annum and for which he prays judgment.
Robinson and Piper Attorneys for Plaintiff

State of Ohio
County of Union } L. Piper being duly sworn according to law, says he is one of the Attorneys of the said plaintiff, J. W. Clark duly authorized in the premises, that the foregoing pleading of J. W. Clark is founded upon a written instrument for the payment of Money Only as is now in the possession of said affiant and that the facts stated and allegations in the foregoing pleading of J. W. Clark are as affiant believes true.

L. Piper.

Sworn to before me by L. Piper and by him subscribed in my presence this 24th day of March 1883.

J. D. Buzgarr, Clerk.

Principals John W. Clark, Plaintiff
vs. Mattie S. (Spain) Tracy and J. W. Tracy, Dfts.
To the Clerk of said Court:-
Court of Common Pleas, Union Co., Ohio
Marysville March 24th 1883

Issue Summons upon the petition in the foregoing case directed to the Sheriff of Union County Ohio for J. W. Tracy and Mattie S. Tracy returnable according to law. Endorse amount claimed One Hundred and Ten Dollars (\$110.⁰⁰) with interest at six per cent per annum from June 2nd 1882.
Robinson and Piper, Attorneys for Plaintiff

On the 24th day of March A.D. 1883, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons
4228
The State of Ohio
Union County, ss. } To the Sheriff of the County of Union, Meeting:-
The command you to notify J. W. Tracy and Mattie S. Tracy that they have been sued by John W. Clark in the Court of Common Pleas of Union County, and that unless they answer by the 21st day of April A.D. 1883 the petition of said Plaintiff John W. Clark against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 3rd day of April A.D. 1883.

Witness my hand and the seal of said Court, this 24th day of March A.D. 1883
J. D. Buzgarr, Clerk

[Seal]

In action for Money Only. Amount claimed 110.⁰⁰ with int at 6% from June 2nd 1882
Not returned and filed March 30th 1883. Endorsed as follows:-

Sherriff The State of Ohio
 Union County, ss Received this writ March 24th A. D. 1883, at ten o'clock
 A. M., and pursuant to its command, on the 29th day of March A. D. 1883.
 I served the same by delivering a certified copy thereof with the enclosures
 thereon to each of the within named defendants.
 Service 45; Mileage 2.50, Cop. 40, Total \$3.65.

John H. Coker Sheriff.

Afterward on the 1st day of May A. D. 1883 an Entry was made on the
 Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry
 4228 John W. Clark Plaintiff

vs.
 Money Only.

Mattie S. Tracy & J. W. Tracy, Defts

Now comes the plaintiff by his Attorneys and
 the defendants, Mattie S. Tracy and John W. Tracy being in default for answer
 and demurrer, the Court find that the defendants Mattie S. Tracy and J. W.
 Tracy are indebted to the plaintiff J. W. Clark in the sum of One Hundred
 Sixteen and Two Dollars (\$116.00) with interest at 6% from May 1st 1883.
 It is therefore considered that the said John W. Clark recover from the defendants
 Mattie S. Tracy and J. W. Tracy the said sum of \$116.00 with interest from
 May 1st 1883 and his costs herein expended, taxed to \$

Attest J. D. Burgeon Clerk.
 By A. R. Burgeon, Deputy.

Pleas before His Honor John A. Price, Justice 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 Third Subdivision of the Sixth Judicial District of the
 State of Ohio, on the 16th day of April in the year of our Lord One Thousand
 Eight Hundred and Eighty Three, Herefore to-wit: on the 5th day of June
 A. D. 1883, the following petition was filed with the Clerk of said Court

Petition
 4256 John D. Cucurston, Guardian of
 Maria A. Black, Plaintiff

vs.
 Court of Common Pleas
 Union County, Ohio

H. M. Haines & O. P. Haines,
 Administrators of Estate of J. B. Haines
 Deceased, Defendants

Petition

The Plaintiff says, on or about the
 day of A. D. 1882, he was duly appointed and qualified and letters
 were granted to him as Guardian of Maria A. Black, an imbecile, by the
 Probate Court of Champaign County, Ohio. He further says that as a
 part of the estate of the said Maria A. Black, he received a promissory note
 of which the following is a copy with the enclosures thereon, and which is
 the foundation of this action:-

" St. Lewisburg, O., Jan. 1st 1881 "

" One year after date we or either of us promise to pay to Maria A. Black or "

" order Five (\$500.00) Hundred Dollars for value received, at eight per cent "

" per annum, payable at Bank of Lewisburg, O. "

" H. M. Haines " J. B. Haines "

Now said note appears the following enclosures:-

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July 22nd 1882

" Received on the within note Fifty Dollars. (\$50⁰⁰)

The plaintiff further says that the said J. B. Haines died on or about the day of A. D. 1882 and that the defendant - C. F. Haines was duly appointed and qualified and letters were granted to him as administrator of the estate of the said J. B. Haines by the Probate Court of Union County in the State of Ohio on or about the day of A. D. 1882. Plaintiff says there is due to him as said Guardian from the defendants herein on said note the sum of Five Hundred Dollars and "400 Dollars with interest at eight per cent per annum from July 22nd 1882 which he claims and for which he prays judgment.

Robinson and Piper Attorneys for Plaintiff

State of Ohio
 Union County, ss. } John D. Cranston being duly sworn according to law says the facts stated and allegations in his foregoing petition are as he verily believes true.

John D. Cranston

Sworn to before me by John D. Cranston and by him subscribed in my presence this 5th day of June A. D. 1883

J. Q. Bingham Clerk.

Principals John D. Cranston, Guardian of Maria A. Black, Plaintiff
 vs.
 H. M. Haines, et al., Defendants

Court of Common Pleas, Union County Ohio
 Mayville, June 5th 1883.

To the Clerk of said Court:
 Issue Summons upon the petition in the above case directed to the Sheriff of Union County Ohio for H. M. Haines and C. F. Haines Administrator returnable according to law. Amount Claimed \$512.⁰⁰ with interest at eight per cent per annum from July 22nd 1883.

Robinson and Piper Atty's for Plaintiff

On the 5th day of June A. D. 1883, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons The State of Ohio
 Union County, ss. } To the Sheriff of the County of Union, Greeting:
 The command you to notify H. M. Haines and C. F. Haines Administrator that they have been sued by John D. Cranston Guardian in the Court of Common Pleas of Union County, and that unless they answer by the 7th day of July A. D. 1883, the petition of said John D. 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 15th day of June A. D. 1883.
 Witness my hand and the seal of said Court this 5th day of June A. D. 1883.

J. Q. Bingham, Clerk.

In Action for Money Only. Amount Claimed \$512.⁰⁰ with interest at 8% per annum from July 22nd 1883. Robinson & Piper, Plff's Atty's.

What returned and filed June 15th 1883. Endorsed as follows, to-wit-

Sherriff's Return The State of Ohio
 Union County ss. } Received this writ June 5th A. D. 1883 at four o'clock P. M., and pursuant to its command, on the 11th day of June A. D. 1883 I served the same by delivering a true copy of this writ with endorsements

known to the within named C. J. Haines and H. M. Haines.

Service 45, Mileage 4.00, Copy 20, Total \$4.85

John W. Shuck, Sheriff, Union County, Ohio.

Afterward on the 12th day of July A. D. 1883, an Entry was made on the journal by the Clerk of said Court which reads as follows, to wit:-

Entry 4256

John D. Crumston Guardian etc. Plaintiff
vs.
H. M. Haines & C. J. Haines Admrs. Dfts

Money Only

Now come the plaintiff herein 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 and that the defendants are indebted to the plaintiff as said guardian in the sum of Five Hundred Fifty Two and Two Dollars (\$552 ⁰⁷/₁₀₀) with interest at eight per cent. per annum from July 9th 1883. It is therefore considered by the Court that the said plaintiff recover from the said defendants the said sum of Five Hundred Fifty Two and Two Dollars (\$552 ⁰⁷/₁₀₀) with 8% interest from July 9th A. D. 1883, and his costs herein expended taxed #

Attest J. D. Bingham, Clerk
By A. R. Bingham, Deputy.

Then 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 of the Third Subdivision of the South Judicial District of the State of Ohio, on the 16th day of April in the year of our Lord One Thousand Eight Hundred and Eighty Three. To wit: on the 6th day of December A. D. 1882, the following Petition was filed with the Clerk of said Court.

Petition 4144

J. D. Finley, Plaintiff
Against
Wm. Kighlenger & A. B. Robinson, Dfts

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

Plaintiff says, That this his action is founded on a written instrument for the payment of money only of which the following is a copy.

"\$200." April 1st 1881
"Once upon after date we promise to pay to the order of J. D. Finley, Two"
"Hundred Dollars at Marysville, Ohio, Value received, with interest at 8%
"per annum

"Wm. Kighlenger." "A. B. Robinson, Surety."

There are no credits or endorsements thereon and there is due from Wm. Kighlenger as principal A. B. Robinson as surety on said note the sum of Two Hundred Dollars with eight per cent interest thereon from the 1st day of April 1881 and for which sum and interest plaintiff asks judgment.

The State of Ohio }
County of Union ss. }

John M. Drednick

John M. Drednick being sworn makes oath that he is the attorney for said plaintiff duly authorized, that this action is founded upon a written instrument for the payment of money, which instrument

Entry 4144

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Sworn to by
6th day of

Receipt J. D. Finley
vs
Wm. Kighlenger

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Wm. Kighlenger

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is now in possession of affiant, and that the facts stated in the foregoing petition are as affiant believes true

John M. Brodrick

Sworn to by said John M. Brodrick before me and signed by him in my presence this 6th day of December A. D. 1882.

J. D. Buggener, Clerk.

Receipts J. V. Finley Plaintiff

vs
Wm. Kightlinger et al. Defendants

Court of Common Pleas, Union County, Ohio
Maysville Dec 6th 1882.

To the Clerk of said Court:-

Issue Summons to the defendants on within petition to Sheriff of Union County Ohio, Endorsed: "Money only." Amount claimed \$200.⁰⁰ @ 8% int from Apr. 1st 1881

John M. Brodrick, Atty

On the 6th day of December A. D. 1882 a Summons was issued by the Clerk of said Court which reads as follows, viz:-

Summons The State of Ohio

4144

Union County, ss. To the Sheriff of the County of Union Kentucky:-
You are commanded you to notify Wm. Kightlinger and A. B. Robinson that they have been sued by J. V. Finley in the Court of Common Pleas of Union County Ohio and that unless they answer by the 6th day of Jan. A. D. 1882 the petition of said J. V. Finley 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 18th day of December A. D. 1882.

Witness my hand and the seal of said Court, this 6th day of December A. D. 1882

Seal

J. D. Buggener, Clerk

Money Only, Amount claimed, \$200.⁰⁰ and interest as follows: On \$200.⁰⁰ from April 1st 1882

John M. Brodrick, Atty

Writ returned and filed December 9th 1882: Endorsed as follows, to-wit:-

The State of Ohio

Union County, ss

Received this Writ December 6th A. D. 1882 at two o'clock P. M., and pursuant to its command, served the same by delivering a true and certified copy of this writ with endorsement thereon to each of the within named defendants.

Service 45; Mileage 32, Cops. 40, Total \$1.17.

John Hobensack Sheriff.

Afterward, on the 20th day April A. D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry J. V. Finley, Plaintiff

4144

vs
Wm. Kightlinger et al. Dfts.

Court of Common Pleas, Union County, Ohio.

This day this cause came on for hearing and the defendants still failing to answer or demur to the petition of the plaintiff herein filed, the Court find the allegations of the petition are confessed by them to be true and that there is due to said plaintiff from the defendants Wm. Kightlinger as principal and the said defendant A. B. Robinson as surety on the note set forth in said plaintiffs petition the sum of Two Hundred and Fifty Dollars with interest thereon at the rate of eight per centum per annum from the 16th day of April A. D. 1883. It is therefore considered and adjudged by the Court that

said plaintiff do recover of said defendant W^m Nightingale as principal and said defendant A. B. Robinson as surety said sum of Two Hundred and Thirty Five and ²/₁₀₀ Dollars with interest thereon at the rate of eight per centum per annum from the sixteenth day of April A. D. 1883, and execution is awarded therefor.

Attest J. D. Bingham Clerk
By A. R. Bingham, Deputy

Plas 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 Third Subdivision of the Sixth Judicial District of the State of Ohio on the 16th day of April in the year of our Lord One Thousand Eight Hundred and Eighty Three.

Wherefore to wit: On the 3rd day of March A. D. 1883, the following petition was filed with the Clerk of said Court:

Petition
4209

D. E. Child, Plaintiff

vs.

F. M. Cloud & J. C. M. Cloud Defts

Court of Common Pleas, Union County, Ohio

The plaintiff says that he is one of the firm of Child Bros. and is the sole owner of the notes upon which this action is founded. First, this his first cause of action is founded upon a promissory note of which the following is a true copy:-

" #95⁰⁰ - Covington O., Feby. 12th 1874 "
Nine months after date we or either of us promise to pay to Child "
" Bros. or order Ninety Five Dollars, Value Recd. with int. at 6% "
" payable at Ex. Office Covington O. Due Nov. 12/74 "
" F. M. Cloud, J. C. M. Cloud "

That is due the plaintiff from the defendants on said note, the sum One Hundred and Forty Six and ³/₁₀₀ Dollars with interest from Mch. 3rd 1883 Second. This the second cause of action is founded upon a promissory note of which the following is a true copy:

" #95⁰⁰ - Covington O., Feby 12th 1874 "
Twelve months after date we or either of us promise to pay to order of "
" Child Bros. Ninety Five Dollars Val. Recd. with int. at 6% "
" F. M. Cloud, J. C. M. Cloud "

That is due from the defendant to the plaintiff on said note the sum of One Hundred and Forty Six and ³/₁₀₀ Dollars with interest from Mch 3rd 1883 Third. The Plaintiff says this his third cause of action is founded upon a promissory note of which the following is a true copy:-

" # 95⁰⁰ - Covington, Ohio, Feby. 12th 1874 "
Six months after date we or either of us promise to pay to the order of "
" Child Bros. Ninety Five and ²/₁₀₀ Dollars Value received, Payable at Ex. office "
" Covington Ohio. "

That is due the Plaintiff from the said defendants on said note the sum of One Hundred and Forty Seven and ²/₁₀₀ Dollars with interest from March 3rd 1883. The plaintiff says there is due from the defendants on his third cause of action the sum of Four Hundred and Forty and ⁵/₁₀₀ Dollars which he claims with interest from the 3rd day of March 1883

Entry
4209

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vs.
F. M. Cloud

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F. M. Cloud

at six per cent, and for which he asks judgment

R. L. Woodburn Atty for Plaintiff

The State of Ohio, Union County,

To my office above named R. L. Woodburn being duly sworn says he is the Attorney of the above named D. E. Child duly authorized in the premises, and that the above pleading is founded upon a written instrument for the payment of money only and are now in the possession of this affiant and that the said D. E. Child is a non-resident of the County and is now absent therefrom, and that the facts stated and allegations in the foregoing pleading of D. E. Child are as affiant believes true

R. L. Woodburn

Sworn to before me, and signed in my presence this 3rd day of March A. D. 1883.

J. P. Pungue, Clerk.

Précipe D. E. Child Plaintiff

vs.

F. M. Cloud, Defendant

Court of Common Pleas, Union County, Ohio.
Maysville March 3rd 1883

To the Clerk of said Court:-

Issue Summons upon the above petition in the above case returnable according to law. Amount claimed \$440⁰⁰/₁₀₀ with interest from March 3rd 1883

R. L. Woodburn Atty for Plaintiff.

On the 3rd day of March A. D. 1883 a Summons was issued by the Clerk of the 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 F. M. Cloud and J. C. M. Cloud that they have been sued by D. E. Child in the Court of Common Pleas of Union County and that unless they answer by the 31st day of March A. D. 1883, the petition of said D. E. Child 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 March A. D. 1883

Witness my hand and the seal of said Court, this 3rd day of March A. D. 1883

J. P. Pungue, Clerk.

Money Only: Amount claimed, \$440⁰⁰/₁₀₀ and interest as follows: On \$440⁰⁰/₁₀₀ from March 3rd 1883

R. L. Woodburn Atty

Writ returned and filed March 14th 1883. Endorsed as follows, to wit:

Sherriff's Ret. The State of Ohio

Union County, ss.

Received this Writ March 3rd A. D. 1883 at ten o'clock A. M. and pursuant to its command, on the 12th day of March 1883, I served the same by delivering a true copy with endorsement thereon to the within named J. C. M. Cloud. The within named F. M. Cloud not found in my County Service 30, Mileage 1.60, Copy 20, Total \$2.10

John Kobenack, Sheriff.

Afterward on the 17th day of April A. D. 1883 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to wit:-

Entry D. E. Child, Plaintiff

vs.

F. M. Cloud et al. Defendants

Court of Common Pleas, Union County, Ohio.

How comes the plaintiff by his attorney, and the defendant J. C. M. Cloud being in default for answer or demurrer, the said F. M. Cloud not being served by summons. The Court find that the defendant

J. C. Wood is indebted to the plaintiff D. E. Child in the sum of Four Hundred and Forty Three and 2/100 Dollars, being the amount due upon the promissory note described in plaintiffs petition. It is therefore considered by the court that the said plaintiff recover from the said defendant J. C. Wood the said sum of Four Hundred and Forty Three and 2/100 Dollars with interest from the first day of this term and his costs herein expended, taxed at \$

Attest J. P. Bingham Clerk
By A. R. Bingham, Deputy

That before His Honor John A. Rice Judge of a Court of Common Pleas held at the Court House in the town of Marysville, within and for the County of Union of the said Subdivision of the South Judicial District of the State of Ohio, on the 8th day of January in the year of our Lord One Thousand Eight Hundred and Eighty Three. Hereofore, to-wit:
On the 4th day of September A. D. 1882, the following Petition was filed with the Clerk of said Court:

Petition
4100
Philo W. Harris, Plaintiff
vs.
Jonah Blue, Defendant

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

The said Philo W. Harris, Plaintiff complains of the said Jonah Blue for that the said Philo W. Harris is the owner and possessor of the following described real estate, situate in said County of Union and State of Ohio and bounded and described as follows Beginning at a stake in the east line of John W. Blue land, Thence N. 81. E 77^{1/2} poles to a stake in the east line of survey No. 12 185, Thence with said line N. 7 1/2 E 42^{3/4} poles to a stake, Thence S. 81. W 46^{3/4} poles to a stake in the line of said John W. Blue land, Thence with said line North 9. W 42^{3/4} poles to the beginning, containing 26 acres of land and being lot No. 3 of a Partition made of the lands of Thomas Moore deceased, Recorded in Law Record Vol. 18, Page 68 of Union County Law Records. Said lands are the plaintiffs separate estate. That on or about the day of 1882 the said plaintiff who is a married woman and the wife of one Cyrus A. Harris entered into an arrangement to sell said land to said Jonah Blue and then and then executed and delivered to said Jonah Blue a deed therefor in fee simple, which deed purports to be for the consideration of Fifteen Hundred Dollars and is regularly signed sealed and acknowledged and in which the plaintiff is joined with her said husband, the said Cyrus A. Harris, That the said deed was then delivered to the said Jonah Blue who caused the same to be placed on the Records of Deeds for said County in Book No. 53, Page 125 and where it still remains purporting to be a good and valid deed. The plaintiff says that at the time of executing said deed her husband was a minor being under 21 years of age and after said deed was recorded it first occurred to both the plaintiff and said Jonah Blue that said deed would be invalid or at least voidable, on the account of the said Cyrus A. Harris being a minor and thereupon said plaintiff who had received some money and property as part payment with the consent of said Jonah Blue delivered back to him said property and paid him back said money and by the mutual consent of both parties, wholly cancelled

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said sale. That after he had received back all his purchase money and property and in his pocket was placed wholly as if said transaction had not occurred. The said plaintiff in order to clear up the Record of her title to said land caused a Deed of Quit-Claims from said defendant to be drawn up and took the same to said Jonah Blue and requested him to execute the same and at the same time the plaintiff offered to pay all expenses connected with making said Deed of Quit-Claims from said Jonah Blue back to her to clear up the record of her title but the said Jonah Blue now refuses to execute any deed back or to make any writing or do anything to clear up the Record of the plaintiffs title, and as the record now stands it shows the title of said land to be in said Jonah Blue name and the plaintiffs title is disquieted and she is put in jeopardy and prevented from disposing of her lands by reason of said imperfect record. The plaintiff says that both she and said defendant were in good faith when said Deed to him was made and both knew said Ogden was not of full age. But as the plaintiff was of age supposed the deed would be good, that as soon as she learned that there were doubts about the validity of said deed at the request of said defendant she gave back his purchase money and in all things acted in perfect good faith. That the said Jonah Blue consented to take back his purchase money and property, and now in equity and good conscience should be compelled to make a Deed of Quit-Claims to clear up said title. That the reason for said deed from plaintiff to said Jonah Blue not being valid does not appear on the Record and an examination of the said Records shows the said Jonah to be the owner of said lands.

Wherefore this plaintiff prays that the said Jonah Blue may be ordered by the Court here to execute to said plaintiff a Deed of Quit-Claims for said land within a short day to be named by the Court: and that in default thereof that the decree of the Court operate as a rule of conveyance, and that said Jonah Blue may be compelled to pay the cost of this proceeding and for all proper relief.

J. L. Cameron, Atty. for Plaintiff.

Ogden N. Harris being sworn says that he is the agent of the plaintiff duly authorized herein that the facts alleged in the above pleading are within affiant's personal knowledge and are true.

Ogden N. Harris

Sworn to before me by said Ogden N. Harris and by him signed in my presence this 4th day of September 1882.

J. D. Burgess Clerk.

Phil M. Harris, Plaintiff
vs
Jonah Blue, Defendant

Court of Common Pleas, Union County, Ohio
Waynesville, September 4th 1882.

To the Clerk of said Court:-

I have a Summons upon the above Petition returnable according to law
J. L. Cameron, Atty. for Plaintiff

On the 5th day of September A. D. 1882, a Summons was issued by the Clerk of said Court which reads as follows, to wit:-

Summons
4100

The State of Ohio
Union County, ss } To the Sheriff of the County of Union, Acting:
The command you to notify Jonah Blue that he has been sued by Phil M.

Warrant in the Court of Common Pleas of Union County, and that unless he answers by the 7th day of October A. D. 1882, the petition of said Phila M Harris 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 18th day of October A. D. 1882.

Witness my hand and the seal of said Court, this 5th day of Sept. A. D. 1882

Seal

J. P. Buegner, Clerk

J. L. Cannon, Plaintiff's Attorney.

Writ returned and filed September 9th 1882. Endorsed as follows, to-wit: -

Shriff Rec.

The State of Ohio
Union County, ss

Received this Writ September 5th A. D. 1882, at five o'clock P. M., and pursuant to its command, on the 8th day of September A. D. 1882 I served the same by delivering a true copy thereof with the endorsements thereon at the usual place of residence of the within named defendants.

Summa 59, Michage 3.36, Exp. 20, Total \$3.86

John H. Kearsack Sheriff.

Afterward on the 9th day of March A. D. 1883 an entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit: -

Entry
4100

Phila M. Harris, Plaintiff

vs.

State of Ohio, Union County, ss.

Josiah Pless, Defendant

This day came the plaintiff by her Attorney but the defendant still remained in default for answer to the Petition. Therefore this cause was submitted to the Court upon the petition and evidence. On consideration whereof the Court being fully advised in the premises do find that the deed mentioned in the petition was executed by plaintiff, her husband while her said husband was under age and that said deed was recorded and is a claim upon the said plaintiff's title, that afterwards by mutual consent said transaction was abandoned and said defendant received back the entire consideration for said land, that after he had received back the consideration for said land the defendant refused to make a deed back to plaintiff although she had a proper deed prepared and tendered to him to execute, that when he took back his consideration he did it with the full knowledge that his deed was recorded and with the agreement that he was to deed back to clear up the record, that the plaintiff is entitled to have her said title quieted. It is therefore considered and decreed by the Court that the defendant execute and deliver to plaintiff a good and sufficient Deed of Quit-Claims for said premises within three days from this date and that in default thereof this decree operate as such conveyance and all title to said premises is hereby declared to be in the plaintiff and her title is hereby quieted and put to rest. It is further ordered and decreed that the plaintiff recover of the defendant her costs herein expended, taxed to \$.

Attest J. P. Buegner, Clerk,
By A. R. Buegner, Deputy

That he
and held at
Union of the
the 16th day
and Eight
following
Petition W. A. Hutter

4225

Albert South
Alfred South

deedly inclosed
principal of
Defendants of
possessory in
the name of

his part of
said defendant

A true copy
Therefore, place
\$340⁰⁰ with

State of Ohio

attorney for
instrument
reason, that
I believe the

Answer to
this 17th day

State \$340.⁰⁰

"A." " On

" Separator

" Township,

" name of Co

" of Ohio, of

" office of Be

" until made

" The decree

" record, as

" P. O. Journ

"

W. A. Hutter

to the Sheriff

claimed \$340.

That before His Honor Judge A. Rice Judge of a Court of Common Pleas held at the Court House in the town of Marysville, within and for the County of Union of the Third Subdivision of the Third Judicial District of the State of Ohio, on the 16th day of April in the year of our Lord One Thousand Eight Hundred and Eighty Three. Therefore, to wit: On the 17th day of March A.D. 1883, the following Petition was filed with the Clerk of said Court-

Petition W. Aultman & Co. Plaintiff
vs
Albert South, W. S. South and Alfred South, Defendants

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

The said plaintiff says that it is a corporation duly incorporated and its corporate name is W. Aultman & Co., having its principal office at Canton, Ohio. That on the 19th day of August 1879 the said Defendants for a good consideration executed and delivered to plaintiff their promissory note of that date and thereby promised to pay to plaintiff or order the sum of Three Hundred and Forty Dollars with interest at 8% per annum. No part of said note has been paid and there is now justly due to plaintiff from said defendants the sum of \$340⁰⁰ with interest at 8% per annum August 19th 1879.

A true copy of which note is hereto attached, marked "A" and made part hereof. Wherefore, plaintiff prays judgment against said Defendants for said sum of \$340⁰⁰ with interest as aforesaid at 8% per annum August 19th 1879.

J. L. Cameron, Attorney for Plaintiff

State of Ohio, Union County ss

I, J. L. Cameron, being duly sworn, say I am the attorney for the said plaintiff, that the foregoing action is founded upon a written instrument for the payment of money and which instrument is now in my possession, that the plaintiff is a non-resident of said County of Union. That I believe the facts stated and allegations made in the foregoing petition to be true.

J. L. Cameron

Sworn to before me by said J. L. Cameron and by him signed in my presence this 17th day of March 1883.

J. D. Dugan, Clerk by
W. M. Whigget, Deputy

Note \$340.⁰⁰
"A." One or before the first day of October 1882, for value received in and to
" Separator & Excavator Monitor Engine No. 5-10 I, the undersigned, of James
" Township, County of Union, State of Ohio, promise to pay to the order of W. Ault-
" man & Co. (an incorporated Company under the General Laws of the State
" of Ohio,) of Canton, Ohio, Three Hundred and Forty Dollars, payable at the
" office of Bank of Marysville with interest at eight per cent per annum from date
" until maturity, and at eight per cent per annum from maturity until paid.
" The drawers and endorser severally waive protest, demand and notice of de-
" fault, and of non-payment, at maturity
" P. O. James, Union County " Albert South " W. S. South " Alfred South."
" State of Ohio " " No 74251. "

W. Aultman & Co. Plaintiff } Court of Common Pleas, Union County Ohio
vs } Marysville, March 17th 1883

Albert South et al. Defendants } To the Clerk of said Court:- Issue Summons,
to the Sheriff of Union County, in the above case, returnable according to law. Amount
claimed \$340.⁰⁰ but at 8% per annum Aug. 19th 1879.
J. L. Cameron, Atty for Plff.

On the 19th day of March A.D. 1883, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons
4225-

The State of Ohio
Union County, ss

To the Sheriff of the County of Union, Greeting:-
We command you to notify Albert South, J. I. South and Alfred South that they have been sued by B. Cullman and Co. in the Court of Common Pleas of Union County, and that unless they answer by the 21st of April A.D. 1883 the petition of said B. Cullman and 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 2nd day of April A. D. 1883.

[Seal]

Witness my hand and the seal of said Court this 19th day of March, A.D. 1883

J. O. Buggess, Clerk, by
W. M. Wringet, Deputy

In action for Money Only, Amount claimed \$340.⁰⁰ with 8% interest from Aug. 19th 1877.

J. B. Cannon Plf's Atty.

Writ returned and filed March 23rd 1883, Endorsed as follows, to-wit:-

Sheriff's Ret.

The State of Ohio
Union County ss

Received this Writ March 19th A.D. 1883, at three o'clock P.M., and pursuant to its command, on the 20th day of March A.D. 1883 I served the same by leaving at the usual place of residence of the within named defendants a true copy of this writ with endorsements thereon.
Fees to Chicago 2.00, Exp. 60, Total \$3.20.

John Kobrowski Sheriff

Afterward on the 1st day of May A. D. 1883 an Entry was made on the Journal by the Clerk of said Court which reads as follows,

Entry
4225-

B. Cullman & Co. Plaintiff
vs.
Albert South et al. Defendants

This day came the plaintiff by his Attorney and the said defendants each being in default for answer or answer to the petition; this cause was submitted to the Court upon the petition and evidence. On consideration whereof the Court finds there is due to the plaintiff from the defendants upon the promissory note mentioned in the petition the sum of Three Hundred and Forty Dollars together with interest thereon at 8% from August 19th 1877 making a sum, principal and interest due at the first day of this term of Court Three Hundred and Eight and ⁶⁰/₁₀₀ Dollars.

It is therefore considered and adjudged by the Court that the said plaintiff recover of the defendant the said sum of Three Hundred and Eight and ⁶⁰/₁₀₀ Dollars, and that said sum bear interest at 8% from the first day of this term of Court together with costs herein expended taxed at \$

Attest J. O. Buggess Clerk
By A. R. Buggess, Deputy

Pleas

begun and the County of Union of Ohio on the 2nd day of April 1883 the following

Petition
4099

Phila W. ...
William H. ...
Oliver J. ...

that one of a County clerk

County of Union of Ohio on the 2nd day of April 1883 the following

South West of ...
Three ...
state in the ...
to the begin ...
to said ...

Recorded in ...
in the Court ...
other ...
as his brother ...

William H. ...
and Mary ...
right the ...
become ...
said ...

seized in fee ...
Moore and ...
for simple ...
legal estate ...

The said ...
Mary E. ...
The plaintiff ...
this partition ...
the plaintiff ...
without ...
authorized ...

State of Ohio
Clerk of Court
and person

Sum ...
this 7th day

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 Third Subdivision of the Sixth Judicial District of the State of Ohio on the 16th day of April in the year of our Lord One Thousand Eight Hundred and Eighty Three. Hereofore to wit: On the 4th day of September A. D. 1882 the following Petition was filed with the Clerk of said Court:

Petition No 99

Philo W. Harris, Plaintiff
vs
William H. Moore, John H. Moore
Oliver Ince Moore, Mary E. Cobb, Defts

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

The said plaintiff, Philo W. Harris says that on or about the 20th day of March 1881, one Clarence Moore late of said County died intestate seized in fee simple of the undivided one half of the following Real Estate in said County, described as follows: - Situate in the County of Union and State of Ohio, Beginning at a stone in the E. line of Survey No. 12 188 and S. E. Corner to John Moore land, thence with the S. line of said land S. 81. N. 20 3/4 poles to a stake (Sugar tree bears S. 63 E. 7 links) South West corner to said John Moore land in the West line of said Survey. Thence with said line S. 8 E. 42 5/8 poles to a stake, thence N. 81 E. 212 poles to a stake in the East line of said Survey. Thence with said line N. 7 1/2 W. 42 5/8 poles to the beginning, containing 54 acres more or less. Said lands were set off to said Clarence Moore and Oliver Ince Moore jointly in a partition proceeding recorded in Book No. 18, Page 68 of the Record of said County of Union of cases in the Common Pleas Court. Said Oliver Ince Moore is the owner of the other undivided half of said premises. That the said Clarence Moore left as his brothers and sisters and only heirs at law and legal representatives William H. Moore and John H. Moore his brothers and Oliver Ince Moore and Mary E. Cobb his sisters. The said Oliver Ince Moore has in her own right the undivided half of said premises and by the death of said Clarence became entitled to one fifth of the other half, making her present estate in said land 7/10 part thereof. The said plaintiff has a legal estate in and is seized in fee simple of the undivided one tenth thereof. The said William H. Moore and John H. Moore have each a legal estate in and are seized in fee simple of the undivided one tenth thereof. Said Mary E. Cobb has a legal estate in and is seized in fee simple of the one tenth part thereof.

The said William H. Moore, John H. Moore, Oliver Ince Moore, and Mary E. Cobb are tenants in common with the petitioner in said land. The plaintiff desires to hold her interest in severalty. Wherefore the plaintiff prays that partitions of said lands may be made and the part and portions of the plaintiff may be set off to her in in severalty or if this cannot be done without manifest injury that such proceedings may be had as are authorized by law, and to the Court may seem meet.

J. L. Cameron, Atty. for Plaintiff

State of Ohio, Union County, ss.
Cyrus W. Harris being first duly sworn, says that he is the agent of the plaintiff duly authorized herein, that the facts alleged in the above pleading are within his personal knowledge and are true.

Sworn to before me by said Cyrus W. Harris and by him signed in my presence this 7th day of September, 1882
J. D. Banger, Clerk.

Principals Phila M. Harris, Plaintiff
 as
 William H. Moore, et al. Defendants
 Court of Common Pleas, Union County, Ohio
 Maysville, Sept. 4th 1882
 To the Clerk of said Court:-
 Issue a Summons
 for the within named Defendants returnable according to law. Direct to the
 Sheriff of Union County. Suit for Partition.
 J. L. Cameron.

On the 6th day of September 1882 a Summons was issued by the Clerk of
 said Court which reads as follows:

Summons
 4099 The State of Ohio
 Union County, ss. To the Sheriff of the County of Union, Genting:-
 We command you to notify William H. Moore, John H. Moore, Olive
 Ann Moore and Mary E. Cobb that they have been sued by Phila M. Harris
 in the Court of Common Pleas of Union County, and that unless they
 answer by the 7th day of October A. D. 1882, the petition of said Phila M.
 Harris 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 18th day of September A. D. 1882.

Witness my hand and the seal of said Court, this 6th day
 of September A. D. 1882
 J. L. Cameron, Clerk.

An action for Partition. J. L. Cameron Plaintiffs Attorney.
 Writ returned and filed September 9th 1882. Endorsed as follows:-

Sheriff W. The State of Ohio
 Union County, ss. Received this Writ September 6th A. D. 1882 at one
 o'clock P. M., and pursuant to its command, on the 8th day of September
 A. D. 1882, I served the same by delivering a true copy thereof with the
 undertenants thereon to the within named defendants,
 Service 75, Mileage 3.36, Exp. 80, Total \$4.91
 John Kobersack, Sheriff

Entry
 4099 Afterward on the 13th day of January A. D. 1883 an Entry was made
 on the Journal by the Clerk of said Court, which reads as follows:

Principals Phila M. Harris, Plaintiff
 vs.
 W. H. Moore et al., Defendants
 It appearing to the Court that Olive Ann
 Moore and John H. Moore are both minors over fourteen years of age and
 have been duly served with summons and have not applied for the appoint-
 ment of a Guardian for this suit. On motion of the plaintiff it is ordered
 that S. B. Sutton be and he is hereby appointed guardian for this suit and of
 said S. B. Sutton accepts said appointment.

Afterward on the 13th day of January A. D. 1883 an Answer of the Guardian
 was filed with the Clerk of said Court which reads as follows, viz:-

Answers of Guardians
 Ad Litem Phila M. Harris, Plaintiff
 vs.
 W. H. Moore, et al. Defendants
 4099 The defendants Olive Ann Moore and John H. Moore by their Guardian S. B. Sutton
 for answers to the petition say that they are the owners of the part of land named in the petition
 that they deny the allegations of the petition to them and ask the protection
 of the Court. Olive Ann Moore & John H. Moore by S. B. Sutton Guardian Ad Litem

Answered
 by the Clerk of
 Phila M. H.
 Entry
 4099
 W. H. M.
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 Principals Phila M. H.
 W. H. M.
 Issue Order
 No. of case 7
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 Clerk of said
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 to Phila M.
 one tenth part

Afterward on the 16th day of January A. D. 1883 an Entry was made by the Clerk of said Court which reads as follows, to-wit:-

Entry
4099

Phila M. Harris, Plaintiff
vs.
Wm H. Moore et al. Defendants

Now comes the plaintiff herein by his Attorney and his petition thereupon coming on to be heard the Court find that all of the defendants have had due legal notice of the pendency and demand of the petition and that they are in default for answer and demurrer and that the said petition is thereby confessed by them to be true, except the defects which accrue by Guardian ad Litem. Thereupon the Court finds that the said plaintiff is seized of and has a legal right to the undivided one tenth part of the estate described in the petition and is entitled to have partition made of said premises, that the said defendants are tenants in common with the said plaintiff in the said premises in the following proportions, to-wit: That the said William H. Moore is seized of and has a legal right to the undivided one tenth part thereof the said John H. Moore to the undivided one tenth part thereof and Mary E. Cobb the undivided one tenth part thereof and the said Olive Jane Moore the undivided six tenths 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 the said County of Union commanding him that by the oaths of Andrew S. Mowry, Albany Cheney and William D. Cameron three judicious and disinterested free-holders of the vicinity who are hereby appointed 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 proportions of the said estate to which they are heretofore severally found entitled. And of his proceedings herein said Sheriff is ordered to make due return without any unnecessary delay.

Recapit

Phila M. Harris, Plaintiff
vs.
Wm H. Moore et al. Defendants

Court of Common Pleas, Marion County, Ohio.
Marionville, January 16th 1883
To the Clerk of said Court:-

Issue Order of Partition in the above case returnable according to law
No. of case 4099. J. L. Cameron, Atty. for Plff.

On the 16th day of January A. D. 1883 a Writ of Partition was issued by the Clerk of said Court which reads as follows, to-wit:-

Writ of
Partition
4099

The State of Ohio
Union County, ss.

To the Sheriff of said County, - Disting:-
We command you, that without delay, by the oaths of Andrew S. Mowry, Albany Cheney and William D. Cameron you cause partition to be made of the following described premises, situate in the County of Union and State aforesaid, to-wit: beginning at a stone in the east line of survey No. 12188 and South East corner to John Moores land, thence with the South line of said land S. 81 N. 202 ³/₁₀₀ poles to a stake (Sugar tree bears S. 63 E 7 links) South West corner to said John Moores land in the West line of said survey. Thence with said line South S. E 42 ⁸⁰/₁₀₀ poles to a stake, thence N. 81 E 202 poles to a stake in the east line of said survey thence with said line N. 7 1/2 N. 42 ⁸⁰/₁₀₀ poles to the beginning, containing 54 acres more or less. among the persons named, and in the following proportions, to-wit: To Phila M. Harris one tenth part, to William H. Moore one tenth part, to John H. Moore one tenth part, to Mary E. Cobb one tenth part, to Olive Jane Moore six tenths part.

in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union in a certain Petition for Partition, wherein the said Phila M. Harris is petitioner, and the said William H. Moore, John H. Moore, Mary E. Cobb and Olive Jane Moore 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 O. this 16th day of Jan. A.D. 1883

[Seal]

J. D. Bingham Clerk

Shuff. As commanded by the foregoing writ of Partition, I have executed the same by the calls of A. S. Mowry, A. Cheney and W. D. Cannon, causing said partition to be made as will appear by the report of the Commissioners, herewith returned. Given under my hand, this 1st day of March A. D. 1883.

Service 30, Mileage 4.00, Executing Writ 1.20, Surveying Com. 50, Report of Com. 1.00, Total \$7.00

John Kobersack, Sheriff.

Com. Rpt. Phila M. Harris Plaintiff
 Against
 Wm. H. Moore et al. Defendants

Union County ss. Court of Common Pleas.

In Partition

According to the command of the writ of Partition in this case issued, and on the call of the Sheriff of said County, we the undersigned Commissioners, after being first duly sworn and upon actual view of the premises, we are of the opinion that the said lands cannot be divided without manifest injury; and we do estimate the value of the same at \$45⁰⁰ per acre making the whole amount Two Thousand and Four Hundred and Thirty Dollars (\$2430⁰⁰).

Given under our hands, this 15th day of February, A. D. 1883.

A. S. Mowry Commissioner one day \$1.00. A. Cheney Commissioner one day \$1.00
 W. D. Cannon, Commissioner one day \$1.00. A. S. Mowry Surveyor one day \$4.00
 Total \$7.00.

A. S. Mowry
 A. Cheney
 W. D. Cannon
 Commissioners

Entry 4099
 After and on the 6th day of March A. D. 1883 an Entry was made on the journal by the Clerk of said Court which reads as follows, to-wit:-
 Phila M. Harris Plaintiff
 vs.
 Wm. H. Moore et al. Defendants
 Court of Common Pleas, Union County, Ohio

This day this cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein and on the motion to confirm the same. And it appearing that said estate can not be divided by metes and bounds without manifest injury to the value thereof and that said Commissioners have made and returned their appraisement of said premises to-wit:- in the sum of Two Thousand Four Hundred and Thirty Dollars (\$2430⁰⁰).

The Court find the said return and proceedings in all respects correct and in conformity to law and do therefore approve and confirm the same. And thereupon, neither of said parties electing to take the said premises at their appraised value. On resolution of the plaintiff it is ordered that said premises be sold at public auction and that an order issue to the Sheriff of said Union County commanding him to duly advertise and sell said premises according to law, and the Court finding no special reason for doing otherwise

order the fees in two years ago are said without...

Princip Phila M. Harris
 William H. Moore

in the above No. of case 4099

Order of Sale The State of Ohio
 Union County

4099
 Partition, and

and William H. Moore's land

to a set-off of 42⁰⁰ poles

total \$2430⁰⁰

to our said Court and then

[Seal]

Shuff As commanded by the foregoing writ of Partition, I have executed the same by the calls of the Richwood Union Co. P. M. one day for sale, at 7 and then at 10 per acre, for value; and Service 30, P. M. 2.00, Partition

order the payment to be made, one third in hand, one third in one year, one third in two years, deferred payment to draw interest at six percent and be secured by mortgage on said premises and that the Sheriff bring the proceeds of said sale into Court without unnecessary delay to await the further order hereof.

Recife Phila W. Davis, Plaintiff } Court of Common Pleas, Union County, Ohio.
vs } Macyville, March 13th 1883
William H. Moore, et al Defendants } To the Clerk of Said Court:

Issue Order of Sale in the above case returnable according to law.
No. of case 4099 J. B. Cameron, Atty for Plff.

On the 13th day of March A. D. 1883, an Order of Sale in Partitions was issued by the Clerk of said Court, which reads as follows, to wit:-

Order of Sale The State of Ohio, }
Union County, ss. } To the Sheriff of said County, Gentling:-
In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the January Term, A. D. 1883 in a certain Petition for Partitions, now pending in said Court, wherein Phila W. Davis is petitioner and William H. Moore 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 and State of Ohio, beginning at a stone in the East line Survey No. 12, 188, and South East corner to John Moore's land. Thence with the South line of said land, S. 81. W. 20 2/3 poles to a stake (sugar tree bears S. 63, E. 7 links) South West corner to said John Moore's land in the West line of said survey. Thence with line South 81 E. 42 3/4 poles to a stake in the East line of said survey, Thence with said line North 7 1/2 W. 42 5/8 poles to the beginning, containing 34 acres more or less. Said lands were set off to said Clarence Moore and Olive Ann Moore jointly in a partition proceeding recorded in Book 18 Page 68 of the Records of said County of Union of cases in the Common Pleas Court. Appraised at \$45 per acre. Total \$2430⁰⁰; and that you proceedings in the premises you make known to our said Court of Common Pleas at their next term; and have you there and there this writ.

Witness my hand and the Seal of the said Court, at Macyville Ohio this 13th day of March A. D. 1883.
C. Q. Dugan 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 Richwood Gazette, a newspaper printed and in general circulation in Union County, Ohio; and on the 14th day of April A. D. 1883 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 there came James W. Robinson who bid the sum of Thirty Four Dollars per acre, Total \$1836⁰⁰ said sum being more than two thirds the appraised value; and he being the highest and best bidder was declared the purchaser. Since 30, Mileage 3.60, Copy to Printer 20, Postage 13.77, Duct. 2.00, Recording Mortgage 2.00, Printer Fee 13.20, Total \$35.17

John W. Robinson Sheriff
Union County, Ohio

Afterward, on the 7th day of June A. D. 1883, a Proof of Publication was filed with the Clerk of said Court which reads as follows, to-wit:-

Proof of Publication 4099

Phila M. Harris Plaintiff vs. William H. Moore et al. Defs

Sherriff's Sale
On Order of Sale in Partition

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, State of Ohio, I offer at public sale, at the door of the Court House, in Marysville, Union County Ohio on Saturday, April 14th, 1883, at or about the hour of one o'clock P. M., on said day the following described real estate, to-wit: Situate in the County of Union, State of Ohio and being known and described as follows, to-wit: Beginning at a stone in the East line of survey No. twelve thousand one hundred and eighty-eight; (12,188) and and South-east corner to John Moore's land, thence with the South line of said land South eighty one (81) degrees, West two hundred and two and thirty-two one hundredths poles to a stake, and Sugar tree, thence South sixty three degrees, East seven (7) links, South west corner to said John Moore's land, in the West line of said survey; thence with line South eight (8) degrees, East forty two and eighty one one hundredths poles to a stake in the East line of said survey; thence with said line North seventy two (72) degrees West forty two and eighty one one hundredths poles to the beginning; containing fifty four (54) acres, more or less. Said lands were set off to said Maurice Moore and Ohio Ann Moore jointly, in a partition proceeding Recorded in book eighteen (18) page sixty eight (68) of the Records of said County of Union of case in the Common Pleas Court. Appraised at forty five dollars per acre. Total, two thousand four hundred and thirty dollars (\$2,430⁰⁰). Terms of Sale: One-third cash, one-third in one year, one-third in two years, with interest on deferred payments and to be secured by mortgage.

John Holmbeck, Sheriff of Union County.

J. L. Cannon Attorney; March 15th, 1883.

State of Ohio

Union County, ss. I, Robert Smith, do make oath that the advertisement of which the annexed is copy, was published for five weeks, to-wit; March 15th 22nd, 29th and April 5th and 12th, A. D. 1883, in the Richmond Gazette, a Weekly Newspaper, printed in and being of general circulation within said county and of which I am editor.

Robt. Smith

Sworn to and subscribed before me, this 9th day of June, A. D. 1883.

J. P. Burgher, Clerk.

Afterward, on the 27th day of April, A. D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry 4099

Phila M. Harris, Plaintiff

vs. Wm. H. Moore, et al. Defendant

Court of Common Pleas, Union County, Ohio

On motion to the Court by the plaintiff and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court and the Court being satisfied on examination that the same have been had in all respects according to law the said proceedings and sale are hereby approved and confirmed. And the said Sheriff is ordered by and duly executed to convey said premises to the purchaser J. M. Robinson and the said Court further orders that out of the proceeds of Sale the Sheriff

pay, first, to and finally action including services herein of said fund H. Moore the E. Cobb the in cash and Phila M. Moore H. Moore own shares of for in full a authorize to and note a May 1883. this guard

Petition 4175

Phila M. Harris Plaintiff vs. Wm. H. Moore et al. Defendant

Union County, ss. I, Robert Smith, do make oath that the advertisement of which the annexed is copy, was published for five weeks, to-wit; March 15th 22nd, 29th and April 5th and 12th, A. D. 1883, in the Richmond Gazette, a Weekly Newspaper, printed in and being of general circulation within said county and of which I am editor.

pay, First, to the Treasurer of Union County Dollars and Cents being the tax and penalties due on said premises. Secondly, to the Clerk of this Court the cost of this action including a counsel fee of Fifty-one ⁷² Dollars to J. L. Cameron for his services herein taxed to #. Thirdly to the plaintiff the one tenth of the balance of said purchase money: Fourthly to Oliver James Moore the 40 shares; Fifthly to John H. Moore the 40 shares; Sixthly to William H. Moore the 40 shares; Seventhly to Mary E. Cobb the 40 shares; That said parties receive their proportions of the purchase money in cash and the notes of said purchase secured by mortgage.

Philo M. Harris, Plaintiff

Court of Common Pleas, Union County, Ohio
Partition of Land.

vs.
Wm. H. Moore, et al, Defts

Received of J. W. Robinson as such recovering to us our shares of the said land sold to him in this case and therefore we hereby accept for in full the money and notes in the Sheriff's hands for us in the above case and authorize him to deliver to said Robinson the said money and notes except the money and notes coming to Philo M. Harris which Ellen Moore is to pay when due.

May 1853. Oliver James Moore Seal; John H. Moore, Seal; By Mrs Ellen Moore their Guardian, Seal; J. N. Cobb, Seal; M. E. Cobb Seal; W. H. Moore, Seal.

Attest J. R. Burgner, Clerk.
By A. R. Burgner, Deputy

Held 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 Third Subdivision of the Sixth Judicial District of the State of Ohio on the 16th day of April in the year of our Lord One Thousand Eight Hundred and Eighty Three. Thencefore, to-wit on the 30th day of December A. D. 1882 the following Petition was filed with the Clerk of said Court:-

Petition
4175

Ara Wilcox, Plaintiff
vs.
Kathola Wilcox, James Wilcox
Francis Wilcox, Nathan Wilcox
Sophonia Wilcox, Vanella Wilcox
Jane Wilcox, Defendants

Union County, Ohio
Court of Common Pleas.
Petition

Your petitioner, Ara Wilcox of said County of Union represents he has a legal right to and is seized in fee simple of one undivided eighth of the following real estate to-wit: Situate in Jerome Township Union County Ohio and bounded and described as follows, to-wit: Thirty-five acres of land to be run off from a tract containing fifty. run off the East-side thereof: Said tract of fifty acres is bounded as follows: Beginning at the North East corner of Elizabeth Warner's land at a stone in the center of two roads, thence with the road N. 62° E. 116 poles and 17 links to a stake and stone in the center of the road and N. W. corner of Jacob Warner's land, thence S. 36° E. 68 poles and 23 links to a stake and stone, thence S. 62° W. 116 poles and 17 links to a stake and stone in the center of the road, thence N. 36° W. 68 poles and 23 links to the beginning. Reference is made to the deed of Sylvester C. Hunt and his wife, Mariett A. Hunt made to said Ara P. Wilcox for said tract of 50 acres dated January 15th A. D. 1850, now the lands of Susan Wilcox Deft.

And your petitioner further represents that Huldah Wilcox, James Wilcox, Nancy Wilcox, Nathan Wilcox, Sylvania Wilcox, Vanella Wilcox and Jane Wilcox all of Union County, Ohio, except Nancy Wilcox whose residence is in Franklin County, Ohio, are tenants in common with your petitioner in the said premises. Your petitioner therefore prays that partition of said lands be made and if the same cannot be done without manifest that such proceedings may be had in the premises as are authorized by law and that the rights of James Wilcox who is a minor 19 years of age, Nancy Wilcox who is a minor of 17 years of age, Nathan Wilcox who is a minor of 12 years of age, of Sylvania Wilcox who is a minor of 10 years of age, Vanella Wilcox who is a minor of 8 years of age and Jane Wilcox who is a minor of 6 years of age, be protected and that each may have a guardian ad litem for the purpose of this suit.

Asa Wilcox by
J. M. Kennedy his Attorney.

State of Ohio, Union County, ss.

Asa Wilcox being duly sworn says the facts and allegations of the foregoing petition are as he believes true.

Asa P. Wilcox

Sworn to by the said Asa Wilcox and by him subscribed before me this the 21st day of February 1883.

J. D. Bingham, Clerk.

Receipt
4175
Asa Wilcox Plaintiff
vs
Huldah Wilcox et al. Defendants

Court of Common Pleas, Union County, Ohio.
December 30th 1882

To the Clerk of said Court:-

Issue Summons in Partition to the Sheriff of Union County returnable according to law, for Huldah Wilcox, James Wilcox, Nathan Wilcox, Sylvania Wilcox, Vanella Wilcox and Jane Wilcox. Involuntary Action for Partition of Real Estate

J. M. Kennedy, Attorney for Plff.

On the 30th day of December A.D. 1882, a summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons
4175
The State of Ohio,
Union County, ss.

To the Sheriff of the County of Union, Greeting: We command you to notify Huldah Wilcox, James Wilcox, Nathan Wilcox, Sylvania Wilcox, Vanella Wilcox and Jane Wilcox (Impleaded with Nancy Wilcox), the said Nathan Wilcox, Sylvania Wilcox, Vanella Wilcox and Jane Wilcox are minors under 14 years of age, that they have been served by Asa Wilcox in the Court of Common Pleas of Union County, and that unless they answer by the 27th day of January A.D. 1883, the petition of the said Asa Wilcox 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 January A.D. 1883.

Seal

Witness my hand and the seal of said Court this 30th day of December A.D. 1882,

J. D. Bingham, Clerk.

In action for Partition of Real Estate
Returned Jan. 5th 1883.

J. M. Kennedy Plaintiff's Att'y

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Receipt
Asa Wilcox
Huldah Wilcox

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Entry
4175
Asa Wilcox
vs
Huldah Wilcox
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Afterward
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Sherriff Return

The State of Ohio
Union County, ss.

Sherriff Return

Received this Writ December 30th A.D. 1882, at ten o'clock A.M. and pursuant to its command on the 5th day of January 1883 I served the same by delivering a certified copy thereof with the endorsements thereon to each of the within named defendants. I also delivered a certified copy of this writ with the endorsements thereon to Asa Wilcox the person with whom said minors reside, on the 5th day January 1883.

Service 1.20, Mileage 3.20, Exp. 1.40, Total \$5.80

John Kobrusack, Sherriff

Particeps

Asa Wilcox, Plaintiff
vs
Koulda Wilcox, et al. Defendants

Court of Common Pleas of Union County Ohio
December 30th 1882

To the Clerk of said Court:

Issue Summons in Partition to the Sherriff of Franklin County, returnable according to law, for Nancy Wilcox, Indorsed. Action for Partition of Real Estate

J. M. Kennedy, Attorney for Plaintiff

On the 30th day of December A.D. 1882 a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons

The State of Ohio
Union County, ss.

To the Sherriff of the County of Franklin, Greeting:

You command you to notify Nancy Wilcox (Impleaded with Koulda Wilcox et al.) that she has been sued by Asa Wilcox in the Court of Common Pleas of Union County, and that unless she answer by the 27th day of January A.D. 1883, the petition of the said Asa Wilcox 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 8th day of January A.D. 1883.

Witness my hand and the seal of said Court, this 30th day of December A.D. 1882

Seal

J. D. Bengner, Clerk.

In action for Partition of Real Estate.

J. M. Kennedy Plaintiff's Attorney

Writ returned and filed January 22nd 1883. Indorsed as follows:-

Sherriff Return

The State of Ohio
Franklin County, ss.

Sherriff Return

Received this Writ January 25th A.D. 1883 and pursuant to its command, January 6th 1883, I served the within named Defendant Nancy Wilcox by delivering to her a true and certified copy of this writ with all endorsements thereon

Service 30, Mileage .64, Exp. 20, Docket and Rec. 25, Postage .06, Total \$1.45

Levin Hornumiller Sherriff

P. J. Sullivan Deputy.

Afterward on the 7th day of March A.D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

Asa Wilcox Plaintiff
vs
Koulda Wilcox et al. Defendants

This day this cause came on to be heard upon the petition of Plaintiff to have Guardian Ad Litem appointed for James Wilcox, Nancy Wilcox, Nathan Wilcox, Sylvania Wilcox, Mulla Wilcox and Jane Wilcox; and the Court being fully advised in the premises do hereby appoint A.H. Bughiller a Guardian Ad Litem for the above named Defendants.

4175-

Afternoon on the 5th day of March A.D. 1883, the Cause of Jurisdiction ad Litem was filed with the Clerk of said Court which reads as follows, to wit:-

Cause of Jurisdiction ad Litem
Asa Wilcox, Plaintiff
vs.
Huldah Wilcox et al. Defendants

Court of Common Pleas of Union County, Ohio

4175
Causus of A. W. Brighter as Jurisdiction ad Litem of James Wilcox, Nancy Wilcox, Nathaniel Wilcox, Sophronia Wilcox, Penella Wilcox and Jane Wilcox. Now comes A. W. Brighter as said Jurisdiction ad Litem and for answer for said above named defendants and for answer to the petition of the said plaintiff and bearing nothing about their rights in the case, asks the Court to protect them in all of their rights in the premises
A. W. Brighter, Jurisdiction ad Litem of the above named Defendants.

Afternoon on the 3rd day of March A.D. 1883 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to wit:-

Entry
4175
Asa Wilcox, Plaintiff
vs.
Huldah Wilcox, James Wilcox,
Nancy Wilcox, Nathaniel Wilcox,
Sophronia Wilcox, Penella Wilcox &
Jane Wilcox, Defendants

Entry

Now comes the Plaintiff herein by his Attorney and his petition thereupon coming on to be heard the Court find that all of the Defendants have had due legal notice of the pendency and demand of the said petition and that they are in default for answer and demurrer: and the said petition is thereby conferred by them to be true: Therefore the Court find the said Asa Wilcox 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 are tenants in common with the said plaintiff in the said premises in the following proportions, to wit:- That the said Huldah Wilcox, James Wilcox, Nancy Wilcox, Nathaniel Wilcox, Sophronia Wilcox, Penella Wilcox and Jane Wilcox each own undivided one eighth part of said premises as described in said petition and no person appearing that partition should not be made. It is therefore ordered and 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 ratification of A. S. Mowry, J. P. Edwards and A. W. Hanner their judicious and disinterested free holders of the vicinity who are not above to either and who are hereby appointed commissioners for that purpose. The cause to be set off and delivered to the said plaintiff and to each of the said defendants the part and portion of the said estate to which they are hereinbefore severally found entitled and it is ordered that if in the opinion of the said commissioners said premises can not be divided by meter 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 of his doings herein forthwith

Pravida
vs.
Huldah Wilcox et al. Defendants

Court of Common Pleas, Union County, Ohio
Mansfield, March 1883

To the Clerk of said Court: Issue a Writ of Partition in the above case returnable according to law
J. M. Kennedy Atty for Plff.

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Clerk of said
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Notal #14.

On the 5th day of March A. D. 1853 a Writ of Partition was issued by the Clerk of said Court which reads as follows, to-wit:-

Writ of Partition
The State of Ohio
Union County, ss.

To the Sheriff of said County - Greeting:-

The command goes, that without delay, by the order of A. S. Murray, J. P. Edwards, J. H. Warner your cause partition to be made of the following described premises, situate in the County of Union and State aforesaid, James Township, bounded and described as follows, to-wit: Thirty five acres of land to be cut off from a tract containing fifty acres off the East side thereof: said tract of fifty acres was bounded as follows: Beginning at the North East corner of Elizabeth Warner land at a stone in the center of two roads, thence with the road North 62° E. 116 poles 17 links to a stake and stone in the center of the road and North West corner of Jacob Warner land. Thence South 36° E. 88 poles 23 links to a stake and stone, thence South 62° West 116 poles and 17 links to a stake and stone in the center of the road: thence North 36° West 68 poles and 23 links again to the beginning among the persons named herein, and in the following proportions, to-wit:- To Asa S. Wilcox 1/8 part, to Huldah Wilcox 1/8 part, to James A. Wilcox 1/8 part, to Nancy Wilcox 1/8 part, to Nathan Wilcox 1/8 part, to Sophrona Wilcox 1/8 part, to Umella Wilcox 1/8 part, to Jane Wilcox 1/8 part in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union in a certain Petition for Partition wherein the said Asa Wilcox is petitioner and the said Huldah Wilcox et al are respondents; and that you proceedings in the premises you distinctly certify, under your hand, to our said Court forthwith.

Seal

Witness my name and the seal of said Court of Common Pleas, at the Court House in Mansfield this 5th day of March A. D. 1853

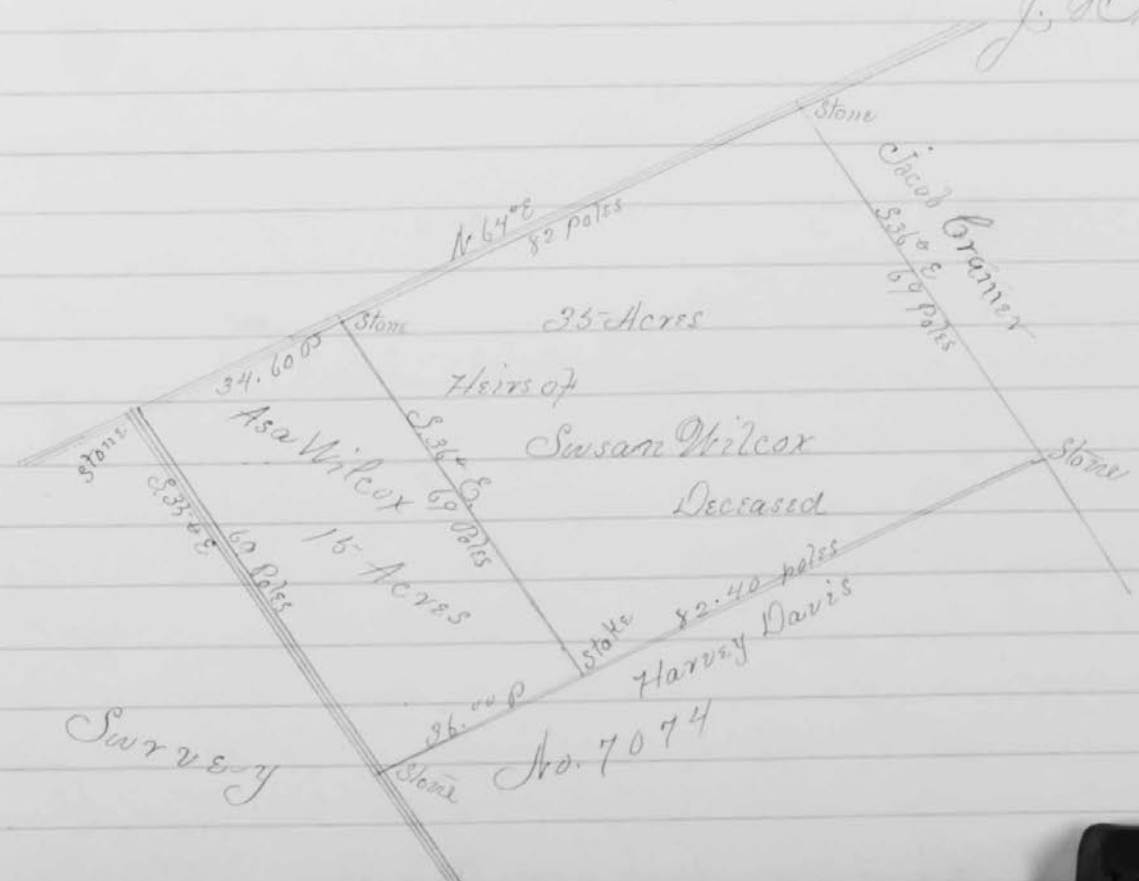
J. D. Burges Clerk

Sheriff's Return

As commanded by the foregoing Writ of Partition, I have executed the same by the order of J. P. Edwards, J. H. Warner and A. S. Murray causing an appraisement to be made, as will appear by the report of the Commissioners herewith returned.

Service 39, Mileage 2.40, Executing Writ 1.20, Surviving Copy 100, Court Fee 10.00
Total \$14.90
Done under my hand, this 9th day of March A. D. 1853

J. H. Coburnack, Sheriff



Description of 35 Acres owned by the heirs of Susan Wilcox Davis
Beginning at a stone in the Northwesterly line of Survey No. 7074 and
Northwesterly to Jacob Reams' land: thence with the Westerly line of said land
S. 36° E. 69 poles to a stone, corner to Nancy Davis' land, thence with a
line of said land S. 64° W. 82^{2/3} poles to a stake, thence N. 36° W. 69 poles to a
stone in the line of said Survey No. 7074, thence with said line N. 64° E. 82^{2/3}
poles to the beginning. Containing 35 Acres. Part of Survey No. 7074

Description of 15 Acres.

Beginning at a stone, corner to E. Hammers land in the center of two roads
and in the Northwesterly line of Survey No. 7074, thence with said line N. 64°
E. 34^{2/3} poles to a stone, corner to 35-acre of land owned by the heirs of Susan
Wilcox deceased, thence with the Westerly line of said 35 Acres S. 36° E. 69 poles to
a stake corner to said 35 acres in the line of Nancy Davis' land, thence
with said line S. 64° W. 36 poles to a stone corner to said Nancy Davis'
land in the center of a road, thence N. 36° W. 69 poles to the beginning,
Containing 15 Acres more or less.

Case: Asa Wilcox Plaintiff
Report: Against
Huldah Wilcox, et al. Defendants

Opinion County, ss.
Court of Common Pleas

In Partition.

According to the commission of the Unit of Partition in this case issued
and on the call of the Sheriff of said County, we the undersigned Com-
missioners, after being first duly sworn, and upon actual view of the
premises, we are of the opinion that the said lands can not be divided
without great injury; and we do estimate the value of the same at
Two Thousand Dollars (\$2000⁰⁰).

Fee and Costs:

J. O. Edwards	Commissioner one day	\$ 1.00
J. H. Warner	Commissioner one day	1.00
A. S. Morrey	Commissioner one day	1.00
Nancy Davis	Chain Carrier one day	1.00
J. H. Warner	Chain Carrier one day	1.00
Asa Wilcox	Witness - - - one day	1.00
A. S. Morrey	Witness - - - one day	1.00
Lawyer	four days	4.00
	post day	1.00
	Total	\$10.00

Given under our hands this 8th day of March A. D. 1883.

{ Returned & Filed March 9th 1883 }
J. O. Edwards }
J. H. Warner } Commissioners
A. S. Morrey }

Afterward on the 9th day of March A. D. 1883 an Entry was made on
the Journal by the Clerk of said Court which reads as follows, to-wit: -

Entry 4175
Asa Wilcox, Plaintiff
vs.
Huldah Wilcox, James Wilcox
Nancy Wilcox, Nathan Wilcox
Sophronia Wilcox, Emmella Wilcox &
Jane Wilcox Defendants

In Partition
On Motion to the Court by J. M. Kennedy,
Counsel for said petitioner, and upon
producing the return of the Sheriff and
the report of the Commissioner hitherto appointed, and the same having

been examined
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been examined by the Court here and found in all respects correct and in conformity to law; it is hereby ordered that the said proceedings and report be and the same is hereby approved and confirmed; and therefore neither of said parties electing to take the said premises at 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.

Asa Wilcox, Plaintiff

Receipt

Howlida Wilcox et al. Defendants

Court of Common Pleas Union County Ohio
Marysville O. Mch. 12th 1883

To the Clerk of said Court:

Issue Order of Sale in Partition in the above case returnable according to law
J. M. Kennedy, Atty for Plaintiff

On the 12th day of March an Order of Sale in Partition was issued by the Clerk of said Court which reads as follows, to-wit:-

Order of Sale

The State of Ohio
Union County, ss.

To the Sheriff of said County, Greeting:-

In pursuance of the order of your Court of Common Pleas, within and for the County of Union, at the January Term, A.D. 1883, in a certain petition for Partition, now pending in said Court, wherein Asa Wilcox petitioner and Howlida Wilcox et al. 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 Township of _____, Union County Ohio, bounded and described as follows, to-wit:- Thirty-five acres of land to be run off from a tract containing fifty (50) acres run off the East side thereof: Said tract of fifty acres is bounded as follows, Beginning at the North East corner of Elizabeth Wauers land, at a stone in the center of two roads, thence with the road N. 62° E 116 poles 17 links to a stake and stone in the center of the road and N. W. corner of Jacob Wauers land; Thence S 36° E 68 poles and 23 links to a stake and stone, thence S. 62° W. 116 poles and 17 links to a stake and stone in the center of the road. Thence N. 36° W. 68 poles and 23 links to the beginning. Reference is made to the Decree of Sylvester C. Kent and wife, Harriet A. Kent, to Asa F. Wilcox for said tract of 50 acres dated January 15th A.D. 1880. Now the lands of Susan Wilcox deceased. Appraised at \$2000.00, 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 done this writ.

Witness my hand, and the Seal of the said Court, at Marysville this 12th day of March A.D. 1883.

Seal

J. Q. Pughner, Clerk
B. W. W. Hinget, Deputy Clerk.

Sheriff etc.

This returned and filed April 18th 1883, Indorsed as follows:
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 14th day of April A.D. 1883, 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 there came Benjamin W.

Evans and bid the sum of \$2301.²⁵, Twenty-Three Hundred and One Dollar and Seventy-Five Cents; 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 1.92, Copy to Deed 30, Mourage 15.80, Deed 2.00, Mortgage Recorded, 2.00: Printers fees 12.00 Total \$35.³²

John H. Hobensack, Sheriff
Union County, Ohio

On the 25th day of April 1883 a Proof of Publication in the above case was filed with the Clerk of said Court which reads as follows, to-wit:-

Sheriff's Sale

Proof of Publication
4174-

Asa Wilcox Plaintiff

Order of Sale in Partition

Huldah Wilcox et al. Defendants

Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, State of Ohio, I will offer at public sale at the Court House of the Court House, in Mansfield, Ohio, on Saturday, April 14th 1883 at or about the the hour of one o'clock, P. M. of said day the following described real estate to-wit: Situate in the Township of Geneva, County of Union State of Ohio, and being known and described as follows, to-wit:-

Thirty-five acres of land to be run off from a tract containing fifty acres off the East side thereof. Said tract of fifty acres is bounded as follows: Beginning at the north-east corner of Elizabeth Warrin land at a stone in the center of the road: thence with the road north 62° East 116 poles, 17 links to a stake and stone in the center of the road and north-west corner of Jacob Warrin's land; thence South 36° East 68 poles and 23 links to a stake and stone; thence South 62° West 116 poles and 17 links to a stake and stone in the center of the road; thence North 36° West 68 poles and 23 links to the beginning. Reference is made to the deed of Sylvester C. Kent and wife, Harriet A. Kent, to Asa & Wilcox for said tract of fifty acres dated January 15th A. D. 1880, now the land of Susan Wilcox, decedent. Appraised at \$2000.⁰⁰.

Terms of Sale - One third cash; one third in one year, and one third in two years, with interest on deferred payments.

J. M. Kennedy Attorney
March 17th, 1883.

John Hobensack, Sheriff of Union Co., Ohio

The State of Ohio, Union County, S.S.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Mansfield Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with March 14th 1883

W. O. Shuman

Sworn to and subscribed before me, this 25th day of April 1883.

J. D. Bourque, Clerk

Afterward, on the 18th day of April A. D. 1883 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry
4175

Asa Wilcox,
vs.
Huldah Wilcox
Frances Wilcox
Sylvester Wilcox
Grace Wilcox,

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Entry
4175

Ara Wilcox, Plaintiff
vs.
Huldah Wilcox, James Wilcox
Nancy Wilcox, Nathan Wilcox
Sylvia Wilcox, Venella Wilcox
Jane Wilcox, Defendants

Union County, Ohio
Court of Common Pleas

Entry

On Motion of the plaintiff, and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court, and the Court being fully satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed. And the said Sheriff is ordered by deed duly executed to convey said premises to Benjamin M. Evans the purchaser. It is further ordered that the Sheriff out of the proceeds of sale pay first, the Treasurer of Union County Ohio the taxes and penalties due on the premises secondly, to the Clerk of this Court the costs of this action, including a counsel fee of \$57⁵⁰ to J. W. Kennedy an attorney for services herein, an attorney for Plaintiff and costs taxed at \$
Thirdly, to the Plaintiff one eighth part of the balance of the cash payment, to-wit: the sum of \$
To Huldah Wilcox one eighth part of cash payment, to-wit: the sum of \$
To James Wilcox the one eighth of the balance of the cash payment, to-wit: the sum of \$
To Nancy Wilcox the one eighth part of the balance of the cash payment, to-wit: the sum of \$
To Nathan Wilcox the one eighth part of the balance of the cash payment, to-wit: the sum of \$
To Sylvia Wilcox the one eighth part of the balance of the cash payment, to-wit: the sum of \$
To Venella Wilcox the one eighth part of the balance of the cash payment to-wit: the sum of \$
To Jane Wilcox the one eighth part of the balance of the cash payment, to-wit: the sum of \$
And also that the Sheriff cause the purchaser to execute to the said Ara Wilcox two equal promissory notes for \$95⁸⁸ the first payable in one year from April 14th 1883, and the second payable in two years from April 14th 1883. And that the Sheriff cause the purchaser to execute his two promissory notes to Huldah Wilcox for \$95⁸⁸ each, the first due April 14th 1884 and the second due April 14th 1885. And that the Sheriff cause the purchaser to execute his two promissory notes to James Wilcox for the sum of \$95⁸⁸ each the first due April 14th 1884 and the second due April 14th 1885. And that the Sheriff cause the purchaser to execute his two promissory notes to Nancy Wilcox for the sum of \$95⁸⁸ each the first due April 14th 1884 and the second due April 14th 1885. And that the Sheriff cause the purchaser to execute his two promissory notes to Sylvia Wilcox for the sum of \$95⁸⁸ each, the first due April 14th 1884 and the second due April 14th 1885. And that the Sheriff cause the purchaser to execute his two promissory notes to Venella Wilcox for the sum of \$95⁸⁸ each, the first due April 14th 1884 and the second due April 14th 1885. And that the Sheriff cause the purchaser to execute his two promissory notes to Jane Wilcox for the sum of \$95⁸⁸ each, the first due April 14th 1884 and the second due April 14th 1885. Each and all of the above notes to be secured by mortgage on the premises described in the petition and the return of the said Sheriff of Union County Ohio

Attest J. P. Burgess Clerk
By A. R. Burgess, Deputy

Now 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 Third Sub-division of the South Judicial District of the State of Ohio, on the 16th day of April in the year of our Lord One Thousand and Eight Hundred and Eighty Three. On the 3rd day of September A.D. 1883 the following Petition and Answer were filed with the Clerk of said Court:

The State of Ohio }
 Union County }
 Petition }
 The Peoples Bank of }
 Marysville Ohio, Plaintiff }
 4318 }
 Against }

In Court of Common Pleas.
 Petition

The Plaintiffs say that they are a co-partnership formed for the purpose and doing business within the State of Ohio and not incorporated, that the Defendants Jacob Klein, Abraham Klein and William Carriday are or about the 7th day of February A.D. 1883 executed and delivered to said Plaintiffs their Promissory Note, of that date, together with a Warrant of Attorney, which Promissory Note and Warrant of Attorney or copies thereof are 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 One Hundred Dollars with interest @ 8% thereon from the 8th day of May A.D. 1883. Wherefore, the Plaintiffs ask judgment against said Defendants for the sum of One Hundred Dollars with interest thereon @ 8% from the 8th day of May A.D. 1883 and for costs of suit.

A. S. Carpenter, Plaintiffs Attorney

The State of Ohio }
 Union County, ss }
 Affidavit

A. S. Carpenter being duly sworn, says that he is the Attorney 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 statement contained in the foregoing Petition are true, in substance and in fact.

A. S. Carpenter

Sworn to by said A. S. Carpenter before me and by him subscribed in my presence, this 3rd day of September A.D. 1883.

J. P. Proeger, Clerk.

Note " \$100.00 " Marysville, Ohio, Feby. 7th 1883 "
 " Thirty days after date, as principal debtors, we jointly and severally "
 " promise to pay to The Peoples Bank, or order, at their office in Marysville "
 " Ohio, One Hundred and 1/100 Dollars for value received. "
 " And we hereby dispense with the demand of payment of this note, and authorize "
 " any Attorney at Law to appear for us, or either of us, at any time after the same shall become "
 " due in any Court of Record in the State of Ohio or elsewhere, and waive the issuing and service of "
 " process, and confer 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 of all Errors and waive all right of "
 " Appeal in this behalf. Witness our hands and seals this 7th day of Feby. 1883.
 " Jacob Klein, Seal " Abraham Klein Seal " William Carriday Seal "

The State of Ohio
 Union County
 The Peoples Bank
 Marysville Ohio
 Plaintiff
 Jacob Klein
 Abraham Klein
 William Carriday
 Defendants

The Peoples Bank
 Marysville, Ohio
 4318
 Jacob Klein
 Abraham Klein
 William Carriday
 Defendants

Pleas before
 Pleas, begun
 and for the
 District of the
 One Thousand
 the 18th day of
 of said Court
 Emma O.
 4318
 Hamilton

Cause

The State of Ohio
Union County, ss.

In Court of Common Pleas

The Peoples Bank of
Marysville Ohio Plaintiff
Against

Answer

Jacob Kline, Abraham Kline and
William Carriday Defendants

By virtue of the Warrant of Attorney
attached to the foregoing Petition, J. H.

Beighler our Attorney at Law in the several Courts of Record in the State of Ohio
has by entry an appearance for the said Defendants at the suit of The Peoples
Bank Plaintiffs against said Jacob Kline, Abraham Kline and William
Carriday Defendants and waives the issuing and service of process therein
and confers a judgment in favor of the said The Peoples Bank against
said Jacob Kline, Abraham Kline and William Carriday for the sum of
One Hundred and Two 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.

A. H. Beighler, Defendants Attorney.

Entry

The Peoples Bank of
Marysville, Ohio, Plaintiff
Against

Entry

Jacob Kline et al, Defendants

This day came the Plaintiffs by A. F.

Carphenter Attorney and thereupon came A. H. Beighler 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 process 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 Plaintiffs as is alleged in said plaintiffs petition the
sum of One Hundred and Two and ⁵⁵/₁₀₀ Dollars. It is therefore considered
and adjudged that said Plaintiffs do recover of said Defendants the said
sum of One Hundred and Two and ⁵⁵/₁₀₀ 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. P. Bugner Clerk, By A. R. Bugner Deputy

Petition

Emma O. Rigley, Plaintiff

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

Hamilton A. Rigley, Defendant

The plaintiff says: that she has been

4158

a resident of the State of Ohio for more than three years last past and she is now a bona fide resident of said County of Union: That on the 19th day of June 1878 she was lawfully married to the Defendant: That there have been born to her as the result of said marriage relation two children, Arly B. aged four years and Ada M. aged three years both of whom are now with the plaintiff and provided for by her and her parents: That she has always conducted herself toward said defendant as a faithful and obedient wife: That said defendant regardless of his marital duties has been guilty of gross neglect of duty in refusing to provide for the plaintiff and said children for more than three years last past: That the defendant has been guilty of willful absence for more than three years last past without any fault or provocation on the part of the plaintiff. Wherefore the plaintiff asks that she may be divorced from the said defendant and that the care and custody of said children may be decreed to her and that she may be restored to her maiden name and have reasonable alimony decreed to her and for all proper relief.

J. L. Cannon, Atty for Plaintiff.

Emma O. Bigly, Plaintiff

Court of Common Pleas, Union County, Ohio.

Marriage

Hamilton A. Bigly, Defendant

Waynesville Jan. 18th 1883

To the Clerk of said Court:

I now a summons and copy of the petition in the above case to the Sheriff of Union County, returnable according to law

J. L. Cannon, Atty for Plaintiff

Summons

4185

On the 18th day of January A. D. 1883 a Summons was served by the Clerk of said Court which reads as follows, to-wit:—

The State of Ohio,

Union County, ss.

To the Sheriff of Union County:—

You are commanded to notify Hamilton A. Bigly that Emma O. Bigly 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 gross neglect of duty and asking that she be divorced from him, and that she may have alimony care 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 29th day of January A. D. 1883

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Waynesville this 18th day of January, A. D. 1883

Seal

J. L. Cannon, Clerk.

Summons in Action for Divorce and Alimony and care of children

J. L. Cannon, Atty for Plaintiff

Writ returned and filed January 29th A. D. 1883, Endorsed as follows:

Sheriff's Rtn.

Received ten o'clock A. M. on the 18th day of January A. D. 1883: And on the 28th day of January A. D. 1883, I served the same by leaving a copy of the petition, a true copy of the writ thereof with the enclosures thereon at the several place of residence of the witness named Hamilton A. Bigly Defendant. Service 30 Cops 20, Mileage 2.56. Total \$3.06. John H. Cobensack Sheriff

Afterwards
Journal by the
Emma O. Bigly
vs.
Hamilton A. Bigly

Entry
4185

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On the 5th day
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M. C. Danc
4269
Elias Robert
A. J. Robertson

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and letters of
the estate of
Union County
on the 13th day
Mary K. Robt
Dollars due
due and to be
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" Twelve
" beaver the

Entry
4155

Afterward on the 27th day of April A. D. 1883 an Entry was made on the Journal by the Clerk of said Court - which reads as follows, to-wit:-

Emmora O. Bigly Plaintiff
 vs.
 Hamilton A. Bigly Defendant.

Entry

This day this cause came on to be heard and was submitted to the Court upon the petition and evidence. On consideration whereof the Court finds the facts stated in said petition to be true. That said plaintiff has been a bona fide resident of said County of Union for more than a year prior to filing said petition. That the marriage relation existed as therein stated and that the defendant has been guilty of willful absence for more than three years prior to filing the petition. It is therefore ordered and decreed by the Court that the said marriage relation be and the same is hereby set aside and wholly annulled and both parties released from the obligations of the same. It is further ordered that the care, custody and guardianship of the said children be and the same are hereby given to the plaintiff with privilege to the defendant to see them at reasonable times. It is further ordered that said Defendant pay plaintiff as her reasonable alimony the sum of One Hundred and Fifty Dollars and the cost of this suit and that if he fail for five days to pay the same that the execution issue therefore as upon judgment at law.

Attest J. D. Bingham Clerk.
 By A. R. Bingham Deputy.

Petition
4269

Held 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 Third Subdivision of the Tenth Judicial District of the State of Ohio on the 16th day of April in the year of our Lord One Thousand Eight Hundred and Eighty Three. Therefore to-wit:-

On the 5th day of July A. D. 1883, a Petition was filed with the Clerk of said Court which reads as follows.

A. J. Carpenter as Administrator of
 M. C. Lawrence, Plaintiff
 vs.
 Elias Robertson, L. J. Robertson
 A. J. Robertson, Albert Wallace Defts

Court of Common Pleas
 Union County Ohio
 Petition

The plaintiff says:- On or about the 23rd day of December A. D. 1881 he was duly appointed and qualified and letters of administration were granted to him, as administrator of the estate of M. C. Lawrence then deceased, by the Probate Court of Union County, Ohio. 2nd In the lifetime of the said M. C. Lawrence and on the 13th day of October A. D. 1880 the defendants made and delivered to save Mary H. Robinson or bearer their two promissory notes of that date, one for Fifty Dollars due in twelve months thereafter with interest, and one for Fifty Dollars due in twenty four months thereafter with interest, of which the following are copies, to-wit:-

" Twelve months after date I promise to pay to Mary H. Robinson or " bearer the sum of fifty dollars with interest.

(Over)

"Dated October 13th 1880"

"Elias Robertson" "L. J. Robertson"

(Signed) "A. J. Robertson" "Albert Wallace"

"Twenty Four months after date I promise to pay to Mary W. Robertson or bearer
" the sum of Fifty Dollars with interest"

"Dated October 13th 1880"

"Elias Robertson" "L. J. Robertson"

(Signed) "A. J. Robertson" "Albert Wallace"

There are no credits thereon -

After the execution and delivery of said notes and before their maturity the
said M. W. Lawrence purchased the same for a full, fair and valuable con-
sideration and as his administrator the plaintiff is now the legal owner
and holder thereof. There is now due from the defendants to the plaintiff
as such administrator, on said notes the sum of One Hundred Dollars
with interest from the 13th day of October A. D. 1882 which he claims and
for which he asks judgment.

A. T. Carpenter, in person

The State of Ohio,

Union County, ss.

A. T. Carpenter the above named plaintiff being sworn
says that the facts stated and allegations contained in the foregoing petition
are true as he verily believes

A. T. Carpenter

Sworn to by A. T. Carpenter before me and signed by him in my presence
this 5th day of July A. D. 1883

J. Q. Burgess, Clerk.

A. T. Carpenter as Administrator

Plaintiff of M. W. Lawrence deceased, Plff., Court of Common Pleas, Union Co., Ohio
vs
Elias Robertson et al Defendants
Marysville July 5th 1883

To the Clerk of said Court: - Issue Summons
in above case returnable according to law. Indorse. Court Claimed \$100.⁰⁰
@ 6% interest from October 13th 1880.

A. T. Carpenter.

On the 5th day of July A. D. 1883, a Summons was issued by the Clerk of
said Court which reads as follows, to-wit: -

Summons The State of Ohio

4269 Union County, ss.

To Sheriff of the County of Union, Greeting: -
The command goes to notify Elias Robertson, L. J. Robertson, A. J. Robertson
and Albert Wallace that they have been sued by A. T. Carpenter as ad-
ministrator of M. W. Lawrence deceased in the Court of Common Pleas
of Union County, and that unless they answer by the 4th day of August
A. D. 1883 the petition of said Plaintiff A. T. 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 16th day of July A. D. 1883.

Witness my hand and the seal of said Court, this 5th day
of July A. D. 1883.

Seal

J. Q. Burgess, Clerk

Amount Claimed, \$100.⁰⁰ and interest as follows: On \$100.⁰⁰ from
October 13th 1880

A. T. Carpenter, Plff's Atty.

Wait-returned
The State of O
Union Cou
And pursue
a true copy
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Service 75-
4269

Afterward
the Journal
A. T. Carpen
of M. W. La
4269

Elias Robe
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Petition
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4269
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"Hundred acc
" Total \$240

Writ returned and filed July 16th 1883. Indorsed as follows, to-wit:-

Shriff Writ

The State of Ohio
Union County, ss.

Received this Writ July 5th A. D. 1883 at three o'clock A. M. And pursuant to its command, on the 16th of July I served the same by delivering a true copy of this Writ with endorsements thereon to A. Wallace and by leaving the same at the usual place of residence of each of the other defendants.
Service 75; Mileage 2.40, Cop. 80, Total \$3.95

J. Coburnack Sheriff.

Afterward on the 4th day of September A. D. 1883, an Entry was made on the Journal by the Clerk of said Court, which reads as follows, to-wit:-

Entry

A. S. Carpenter as Administrator
of M. C. Lawrence deceased, Plff.

Entry

42 69

vs.
Elias Robertson, G. J. Robertson
A. J. Robertson & Albert Wallace, Defs

Now comes the plaintiff herein and the defendants being in default for answer and demurrer, the Court finds that the allegations of the petition are confessed by them to be true and that the defendants are indebted to plaintiff as administrator of M. C. Lawrence deceased in the sum of One Hundred and Five and ³³/₁₀₀ Dollars (\$105 ³³/₁₀₀) and that said defendant Albert Wallace is surety on said indebtedness for the other defendants. It is therefore considered by the Court that said plaintiff as administrator aforesaid recover from said defendants Elias Robertson, G. J. Robertson and A. J. Robertson as principal debtors and Albert Wallace as surety the said sum of One Hundred and Five and ³³/₁₀₀ Dollars with six per cent interest thereon from this the 4th day of September A. D. 1883 and the costs herein expended taxed at \$

Attest J. D. Bingham Clerk.

By A. R. Bingham, Deputy.

Held 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 Third Subdivision of the Tenth Judicial District of the State of Ohio on the 16th day of April in the year of our Lord One Thousand Eight Hundred and Eighty Three. Wherefore, to-wit:-

On the 3rd day of August A. D. 1882, the following Petition was filed with the Clerk of said Court:-

Petition

William M. Diggitt as Treasurer
of Union County, Ohio, Plaintiff

In the Court of Common Pleas of
Union County, Ohio

40 7 5

Against
David Mulford, Defendant

Petition.

The Plaintiff William M. Diggitt says that he is the duly elected and qualified County Treasurer of the County of Union in the State of Ohio. That this action is founded upon a claim for taxes, as follows:

"David Mulford, De. To tax on Seven Thousand, Eight Hundred and Ninety-Nine Dollars for the year 1881, \$228.96; Penalty \$11.44"
"Total \$240.40" That said taxes stand charged upon the Tax

Duplicate of said County of Union aforesaid against said defendant that the same are due and unpaid and that said defendant is indebted to said plaintiff as such Treasurer in the amount appearing to be due on said Duplicate together with the penalty thereon and as above stated. The said plaintiff as Treasurer as aforesaid asks judgment against said defendant for said sum of Two Hundred and Forty and 40/100 Dollars.

John W. Beedrick, Attorney for Plaintiff

The State of Ohio }
 County of Union, ss. } William W. Biggett, the plaintiff, being sworn, makes oath that the facts stated in the foregoing petition are as affiant believes true.

William W. Biggett.

Sworn to by said William W. Biggett before me and signed by him in my presence this 3rd day of August A. D. 1882.

J. Q. Beugener, Clerk.

Plaintiff }
 Wm. W. Biggett as Treasurer }
 of Union County, Ohio, Plaintiff }
 Against }
 David Wolford, Defendant }

Court of Common Pleas Union County, Ohio
 Waynesville, August 3rd 1882

As the Clerk of said Court: Assess summonses to defendant to sheriff of Union County Ohio, returnable according to law. And also, "Money only," Amount claimed \$240.⁰⁰

John W. Beedrick, Atty for Plff.

Summonses in Action for Money Only.

Summons }
 4075- } The State of Ohio }
 Union County, ss. } To the Sheriff of the County of Union, greeting:-

The command you to notify David Wolford that he has been cited by William W. Biggett, Treasurer in the Court of Common Pleas of Union County and that unless he answers by the 2nd day of September A. D. 1882 the petition of said Wm. Biggett against him filed in the Clerk's Office of said Court; such petition will be taken as true, and judgment awarded accordingly. You will make due return of this summons on the 14th day of August A. D. 1882.

Witness my hand, and the seal of said Court, this 3rd day of August A. D. 1882.

J. Q. Beugener, Clerk.

Money Only, Amount claimed, \$240.⁰⁰

J. W. Beedrick, Plff's Atty.

Sherriff Ret. }
 4075- } Christ Returned and Filed August 10th 1882, Inclosed as follows, to-wit:

The State of Ohio }
 Union County, ss. } Received this writ August 3rd A. D. 1882 at ten o'clock A. M. And pursuant to its command, on the 5th day of August 1882, I served the same by delivering a true copy thereof with the enclosures thereon to the within named defendant.

Since 39, Michige 16, Cop. 20, Total #. 66

John Kobensack, Sheriff

Afterward on the 12th day of September A. D. 1882 an Entry was made on the Journal by the Clerk of said Court which reads as follows; to-wit:

Entry }
 4075- } William W. Biggett }
 Plaintiff }
 David Wolford }
 Defendant }

By his attorney }
 John W. Beedrick }
 in and to the }
 offer of costs }

Answer }
 4075- } William W. Biggett }
 Plaintiff }
 David Wolford }
 Defendant }

Afternoon }
 filed with the }
 William W. }
 of Union Co. }

David Wolford }
 Plaintiff, and }
 Five Dollars }
 Severely Severely }
 commorally }
 on the day }
 to pay within }
 One Hundred }
 Ninety-five }
 all the moneys }
 in plaintiff's }
 and Fifty }
 State of Ohio }

David Wolford }
 according to }
 view as he be }

in any person }

Reply }
 4075- } William W. Biggett }
 of Union Co. }
 Agt }

David Wolford }
 for reply to }
 every allegation }
 he has heretofore }
 The State of }
 County of Union }
 oath that the }
 facts stated in }
 the foregoing }
 petition are as }
 affiant believes }
 true.

Entry
4075-

William M. Biggett, Treasurer, Plff
Against

Entry

David Mulford, Defendant

This day September 12th, the Defendant, David Mulford in open Court - the Plaintiff by his attorney being present - he said defendant, offered to confess judgment in this cause, for the sum of sixty-five dollars and fifty cents, which offer of confession of judgment the plaintiff refuses to accept.

Afterward, on the 13th day of September A.D. 1882, an Answer was filed with the Clerk of said Court which reads as follows, to-wit:-

Answer
4075-

William M. Biggett as Treasurer
of Union County, Ohio, Plaintiff
Against
David Mulford, Defendant

Court of Common Pleas, Union County, Ohio
Answer

The defendant answers the plaintiff's petition, and says that of said sum of Seventy-Eight Hundred and thirty Five Dollars charged upon said duplicate of said County for taxation, Seventy-Seven Hundred and Forty-Five Dollars were legal tender notes commonly called green backs, in his possession and under his control on the day preceding the 2nd Monday of April A.D. 1881 and not subject to taxation. The defendant therefore denies that more than the sum of One Hundred and Fifty Dollars of said Seventy-Eight Hundred and thirty-five dollars are subject to taxation. And the defendant denies all the indebtedness of defendant to plaintiff as such treasurer, as stated in plaintiff's petition, except the taxes upon said sum of One Hundred and Fifty Dollars.

Porter & Porter Attys for Defendant

State of Ohio, Union County, ss.

David Mulford the defendant in this action, being first duly sworn according to law makes oath that the facts stated in the foregoing Answer are true as he believes,
D. Mulford.

Sworn to by David Mulford and subscribed by him in my presence this 13th day of September A.D. 1882

J. D. Burghen, Clerk

By W. Thinger Deputy.

Afterward, on the 14th day of September A.D. 1882, a Reply was filed with the Clerk of said Court which reads as follows, to-wit

Reply
4075-

William M. Biggett as Treasurer
of Union County Ohio, Plaintiff
Against

In the Court of Common Pleas
Union County, Ohio.

David Mulford, Defendant

And now comes the said plaintiff and for reply to the answer of said Defendant, herein filed, denies each and every allegation therein contained. Plaintiff therefore prays as in his petition he has heretofore prayed.

John M. Rendick Atty for Plaintiff

The State of Ohio

County of Union, ss. William M. Biggett, the plaintiff being sworn makes oath that the facts stated in the foregoing reply are as aforesaid believed, true
William M. Biggett

Sworn to by said William M. Liggett before me and signed by him in my presence this 14th day of September A. D. 1882.

J. D. Bingham, Clerk
By A. R. Bingham, Deputy

Afterward on the 20th day of April A. D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:—

Entry

William M. Liggett, Treasurer of Union County, Ohio, Plaintiff

vs.
David Mulford, Defendant

4075

This day this cause came on for trial and a jury being waived by the parties the cause was submitted to the Court on the pleadings, evidence and arguments of counsel. On consideration whereof the Court do find that there is due from said defendant to said plaintiff as Treasurer, as alleged in his said petition, the sum of Seventy Four Dollars and Forty Three cents with six per cent interest thereon from the 20th day of April A. D. 1883. It is therefore considered and adjudged by the Court that said plaintiff William M. Liggett as Treasurer of Union County, Ohio, do recover from the said defendant David Mulford the said sum of Seventy Four Dollars and Forty Three cents with interest thereon at the rate of six per centum per annum from the twentieth day of April A. D. 1883, and his costs herein expensed taxed to \$... And execution is awarded therefor.

Attest J. D. Bingham, Clerk.
By A. R. Bingham, Deputy

Then before His Honor John A. Rice, Judge of a Court of Common Pleas begun and held at the Court House in the town of Waverly within and for the County of Union of the Third Judicium of the Sixth Judicial District of the State of Ohio, on the 16th day of April in the year of our Lord One Thousand Eight Hundred and Eighty Three.

On the 4th day of September A. D. 1883, the following Petition and Answer in Cognovit were filed with the Clerk of said Court:—

Petition

The State of Ohio, Union County, ss.

G. W. Maching, Plaintiff

4321

vs.
Henry Amore 3rd and
Andrew Amore Defendants.

In the Court of Common Pleas
Petition

The plaintiff says: that the Defendants, Henry Amore 3rd and Andrew Amore on or about the 1st day of March, 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 hereto attached, marked "Exhibit A," and made a part of this Petition. Said Plaintiff further says that said Promissory Note is due and unpaid, that he is the legal owner and holder thereof, and that there is still due him thereon from said Defendants, the sum of Two Hundred and Forty Two Dollars, with interest at the rate of 8 per centum per annum, from the first day of March, A. D. 1883.

Wherefore, the Plaintiff asks Judgment against said Defendants for the sum of Two Hundred and Forty Two Dollars, with interest at

rate of 8 per cent
Costs of Suit
The State of
Union County
Attorney of
in Writing for
his possession,
Petition are

Sworn to by
my presence

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\$ 242.00
The
promise to
Two Hundred
And we her
authorize
the cause
where, and
against
amount of
shall be
all right of
District

Entry

John M. Maching

4321

Ag
Henry Amore
Andrew Amore
in the State
at the suit of
Andrew Amore
said Henry
and also for
right of app

Entry

G. W. Maching

4321

Ag
Henry Amore
Andrew Amore
one of the Att
duly executed

rate of 8 per centum per annum from the first day of March, A.D. 1883, and for Costs of Suit. A. J. Carpenter, Plaintiff's Attorney.

The State of Ohio, } Affidavit
Union County, ss } A. J. Carpenter 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.

Subscribed by said A. J. Carpenter, before me, and by him subscribed in my presence, this 4th day of September, A.D. 1883.
J. D. Burgeon, Clerk.

Note \$249.⁰⁰
Two years after date, as principal debtors, we jointly and severally promise to pay to G. W. Muehling or order, at their office in Marysville, Ohio, Two Hundred and Forty-Nine Dollars, for value received.
And we hereby dispense with the demand of payment of this note, and authorize every 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 confer 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 first day of March 1881
Henry Amrine 3rd Seal
Andrew Amrine Seal

The State of Ohio, Union County, ss.
G. W. Muehling Plaintiff } Answer
Against } By virtue of the Warrant of Attorney attached to the foregoing Petition, J. A. W. Brightler and Andrew Amrine, Defendants' 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 G. W. Muehling Plaintiff against said Henry Amrine 3rd and Andrew Amrine, Defendants, and waive the Issuing and Service of Process therein, and Confess a judgment in favor of said G. W. Muehling against said Henry Amrine 3rd and Andrew Amrine for the sum of Two Hundred and Forty-nine Dollars and Eighty-four 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. A. W. Brightler, Defendants' Attorney.

Entry 4321
G. W. Muehling, Plaintiff } Entry
Against } This day came the Plaintiff by A. J. Carpenter his Attorney, and thereupon came J. A. W. Brightler 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 intend the appearance of said defendants
 herein and by virtue of the return Mandate of Attorney conferred that there is due
 from said defendants to said plaintiff, as is alleged in said Plaintiff's petition
 the sum of Two Hundred and Fifty One Dollar and Eighty-four Cents
 It is therefore considered and adjudged that said plaintiff do recover of said
 defendants the said sum of Two Hundred and Fifty One Dollar and
 Eighty-four Cents, so as aforesaid conferred to be done, together with the 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 Mandate of Attorney all
 errors are allowed and all right of appeal, and all right to file a petition in
 error are waived.

Attest J. D. Burgeon, Clerk.
 By A. B. Burgeon, Deputy.

Pleas before His Honor, John A. Price, Judge of a Court of Common Pleas
 Pleas before and held at the Court House in the town of Marysville, within
 and for the County of Union of the Third Subdivision of the South Judicial
 District of the State of Ohio on the 16th day of April in the year of our
 Lord One Thousand Eight Hundred and Eighty-Three

On the 3rd day of September A. D. 1883 the following Petition and Answer
 in Orogavit were filed with the Clerk of said Court:-

The State of Ohio, Union County, ss.

Petition The People Bank of
 Marysville Ohio Plaintiffs
 4319 Against

In Court of Common Pleas

D. J. Sanderson and

Petitioners.

Mamra Sanderson Defendants } The plaintiffs say that they are a co-
 partnership formed for the purpose of and doing business within the State of
 Ohio and not incorporated. that the Defendants D. J. Sanderson and
 Mamra Sanderson on or about the 12th day of January A. D. 1883, executed
 and delivered to said Plaintiffs their Promissory Note, of that date, together
 with a Mandate of Attorney, which Promissory Note and Mandate of Attorney
 or copies thereof 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 the sum of One Hundred and Sixty-Eight Dollars, with interest @ 8% from the 12th day of
 April A. D. 1883. Wherefore, The Plaintiffs ask Judgment against said
 Defendants for the sum of One Hundred and Sixty-Eight Dollars with
 interest thereon @ 8% from the 12th day of April A. D. 1883. and for costs of suit.

A. T. Carpenter, Plaintiffs' Attorney

The State of Ohio }

Affidavit

Union County, ss. } A. T. Carpenter being duly sworn, says that he
 is the Attorney 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
 truly believes the statements contained in the foregoing Petition are true
 in substance and in fact.

A. T. Carpenter

Sworn to by
 this 3rd day

" \$168.⁰⁰

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Entry The People's B

4319

D. J. Sanderson

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" One Hundred

Sworn to by said A. P. Carpenter before me, and by him subscribed in my presence this 3rd day of September A. D. 1883

J. Q. Bingham, Clerk

" \$168.⁰⁰

Waynesville, Ohio, January 12th 1883

" Thirty days after date, on principal debtors, we jointly and severally promise to pay to the Peoples Bank, or order, at their office in Waynesville Ohio One Hundred and Sixty-Eight 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 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 January 1883

D. J. Sanderson *[Seal]*
Manura ^{nee} Sanderson *[Seal]*

Answer

4319

The State of Ohio, Union County Sd.

The Peoples Bank of Waynesville, O. Plffs.

Against

D. J. Sanderson & Manura Sanderson, Defts

In Court of Common Pleas.

Answer.

By virtue of the Warrant of Attorney attached to the foregoing Petition, J. H. Brightlee an Attorney at Law, in the several Courts of Record in the State of Ohio, hereby enters an appearance for said Defendant at the suit of the Peoples Bank, Plaintiff against said D. J. Sanderson and Manura Sanderson Defendants and waive the issuing and service of process therein, and confess a judgment in favor of the said Peoples Bank against said D. J. Sanderson and Manura Sanderson for the sum of One Hundred and Seventy Three Dollars and Seventy Six Cents, Damages, being the amount appearing due for Principal and Interest on said Promissory Note, and also for Costs of Suit, and I do hereby release all errors and waive all right of appeal

A. H. Brightlee, Defts' Attorney.

Entry

4319

The Peoples Bank of Waynesville, O. Plffs.

vs

D. J. Sanderson & Manura Sanderson, Defts

Entry

This day came the plaintiff by A. P. Carpenter Attorney and therefor came A. H. Brightlee 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 defendant herein, and by virtue of the same warrant of attorney confesses that there is due from said defendants to said plaintiffs, as is alleged in said plaintiffs petition, the sum of One Hundred and Seventy Three Dollars and Seventy Six Cents. It is therefore considered and adjudged that said plaintiffs do recover from said defendants the said sum of One Hundred and Seventy Three Dollars and Seventy Six Cents, so as

of or said 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. Q. Burgess Clerk
By A. R. Burgess, Deputy.

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 Third Judicial District of the State of Ohio, on the 16th day of April in the year of our Lord One Thousand Eight Hundred and Eighty-Three.

On the 7th day of September A.D. 1883, the following Petition and Answer in Cogavit were filed with the Clerk of said Court.

Petition

The State of Ohio, Union County, ss.

Bretton Lane, Plaintiff

Against

Joseph Guiton, Defendant

In the Court of Common Pleas.

Petition

The said Plaintiff, Bretton Lane says, that the Defendant, Joseph Guiton on or about the 20th day of May A.D. 1880, executed and delivered to the said Plaintiff, his Promissory Note of that date, together with a Warrant of Attorney, which Promissory Note and Warrant of Attorney are hereto attached, marked "Exhibit A." and made a part of this Petition. And Plaintiff further says that said Promissory Note is due and unpaid, that he is the legal owner and holder thereof, and that there is still due him thereon from said Defendant, the sum of Four Hundred and Thirteen Dollars and Thirty Nine Cents, with Interest at the rate of eight per centum per annum from the Third day of September, A.D. 1883. Wherefore, the Plaintiff asks Judgment against said Defendant for the sum of Four Hundred and Thirteen Dollars and Thirty nine Cents, with Interest thereon at the rate of Eight per centum per annum from the said day of September A.D. 1883, and for Costs of Suit.

J. S. M^r. Campbell, Plaintiff's Attorney
Affidavit

The State of Ohio
Union County, ss.

J. S. M^r. Campbell 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.

J. S. M^r. Campbell.

Sworn to by said J. S. M^r. Campbell, before me, and by him subscribed in my presence, this 4th day of September, A.D. 1883.

J. Q. Burgess Clerk.

Plain City, O., May 30th 1880

Four months after date, for value received, we jointly and severally promise to pay to Bretton Lane or order, Four Hundred and Thirty Nine Dollars with interest at eight per cent. per annum, after maturity. And we hereby dispense with demand of payment of this note, and waive any Attorney at Law to appear for us or either of us, at any time

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Answer

Bretton Lane
vs
Joseph Guiton

the foregoing
Warrant of
Defendant, a
Defendant and
judgment in
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said Promissory
and receive

Entry
4322

Bretton Lane
vs
Joseph Guiton

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said Warrant
to file a petition
Bretton Lane
vs.

Dwt

Joseph Guiton
the above case,

" 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 confer judge
" ment against us, or either of us, in favor of the holder or holders of this Note
" for the amount of said Note, together with the costs of suit, and to waive and
" release all errors in said proceedings, and petitions in error.

Joseph Smitser
W. H. Stewart W. B. Smith.

Answer

The State of Ohio, Union County, ss.
Luther Lane, Plaintiff
4322 Against In the Court of Common Pleas
Joseph Smitser, Defendant Answer.

By virtue of the Warrant of Attorney attached to the foregoing Petition, I, John M. Boudrick 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 Luther Lane, Plaintiff against said Joseph Smitser Defendant and waive the issuing and service of process therein, and confer a judgment in favor of the said Luther Lane against said Joseph Smitser for the sum of Three Hundred and Thirteen Dollars and Thirty-nine 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.

John M. Boudrick, Defendants Attorney.

Entry
4322

Luther Lane, Plaintiff
as
Joseph Smitser, Defendant

Entry

This day came the plaintiff by J. S. W. Campbell attorney and thereupon came John M. Boudrick 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 process waived the issuing and service of process and entered the appearance of said defendant herein, and by virtue of the same Warrant of Attorney confers that there is due from said defendant to said plaintiff, as is alleged in said plaintiffs petition, the sum of Three Hundred and Thirteen and ³⁹/₁₀₀ Dollars. It is therefore considered and adjudged that said plaintiff do recover of said defendant the said sum of Three Hundred and Thirteen Dollars and Thirty-nine Cents, 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.

Out

Luther Lane, Plaintiff
vs.
Joseph Smitser, Defendant

Court of Common Pleas, Union County, Ohio,
Marysville, Sept. 5th 1853

To the Clerk of said Court:-

Give execution in the above case, to Sheriff of Franklin County, Ohio, reasonable according to law.
J. S. W. Campbell, Atty for Pff.

A. H. J. P. Buzgner Clerk By A. R. Buzgner Deputy

Now before His Honor John A. Price, Judge of a Court of Common Pleas
 Now being and held at the Court House in the Town of Mansfield, within
 and for the County of Union of the Third Subdivision of the Sixth Judicial
 District of the State of Ohio, on the 16th day of April in the year of our Lord
 One Thousand Eight Hundred and Eighty Three.

On the 4th day of September A. D. 1883, the following Petition and Answer
 in Repleasit was filed with the Clerk of said Court.

The State of Ohio, Union County, S. S.

Petition
 4323
 Brother Lane, Plaintiff

Against
 E. Mitchell, Defendant

In the Court of Common Pleas.

Petition

The said plaintiff, Brother Lane, says: that the
 Defendant E. Mitchell on or about the 13th day of January, A. D. 1882, ex-
 cepted and delivered to the said Plaintiff, his Promissory Note, of that date
 together with a Warrant of Attorney, which Promissory Note and Warrant
 of Attorney are hereto attached, marked "Exhibit A," and made a part of this
 Petition. Said Plaintiff further says that said Promissory Note is due
 and unpaid, that he is the legal owner and holder thereof, and that there is
 due him thereon from said Defendant, the sum of Three Hundred and
 Fifty Six Dollars and fifty two Cents, with interest at the rate of eight per
 centum per annum, from the third day of September, A. D. 1883.

Wherefore, the Plaintiff asks Judgment against said Defendant for the sum
 of Three Hundred and Fifty Six Dollars and Fifty Two Cents, with Interest
 thereon at the rate of eight per centum per annum, from the third day of
 September, A. D. 1883, and for Costs of Suit.

J. S. McCampbell, Plaintiff's Attorney

The State of Ohio
 Union County, S. S.

Affidavit

J. S. McCampbell 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 truly believes
 the statements contained in the foregoing Petition are true, in sub-
 stance and in fact.

J. S. McCampbell

Sworn to by said J. S. McCampbell, before me, and by him subscribed
 in my presence, this 4th day of September, A. D. 1883.

J. D. Burgess, Clerk.

"Exhibit A" #360⁰⁰

Plain City, Ohio January 13th 1882

Four months after date, for value received, I promise to pay
 to Brother Lane, or order Three Hundred and Sixty Dollars, with
 interest at 8 per cent per annum from date.

And we hereby dispense with the demand of payment of this note, and
 authorize any Attorney at Law to appear for us or either of us, at
 any time after the same shall become due, in any Court of Record
 in the State of Ohio, or elsewhere, and receive the issuing and service
 of process, and confer judgment against us or either of us in favor
 of the holder or holders of this note for the amount of said note
 together with the costs of suit, and to waive and Release all mors

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Answer

Brother Lane
 Against
 E. Mitchell

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Entry

4323

Brother Lane
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" January 2nd 1883, Paid Fifty Dollars "

Where The State of Ohio, Union County, s.s.
Dwight Crane, Plaintiff
Against
E. Mitchell, Defendant
In the Court of Common Pleas
Answer

By virtue of the Warrant of Attorney attached to the foregoing Petition, I, John M. Brodick an Attorney at Law in the several Courts of Record in the State of Ohio, hereby return appearance for the said Defendant at the suit of Dwight Crane, Plaintiff against said E. Mitchell, Defendant, and waive the issuing and service of process therein, and confer a judgment in favor of the said Dwight Crane against said E. Mitchell for the sum of Three Hundred and Fifty Six Dollars and Fifty-two 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.

John M. Brodick, Defendant's Attorney

Entry
Dwight Crane, Plaintiff
vs
E. Mitchell, Defendant
This day came the plaintiff by J. S. Campbell attorney and thereupon came John M. Brodick 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 process waived the issuing and service of process and entered the appearance of said defendant herein, and by virtue of the same warrant of Attorney conferred that there is due from said defendant to said plaintiff as is alleged in said plaintiff's petition the sum of Three Hundred and Fifty Six and 5/100 Dollars. It is therefore considered and adjudged that said plaintiff do recover of said defendant the said sum of Three Hundred and Fifty Six and 5/100 Dollars, so as afore-said 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. Burque Clerk.
By A. R. Burque, Deputy

Now before His Honor John A. Price, Judge of a Court of Common Pleas, begun and held at the Court-House in the town of Macaerth within and for the County of Adams of the Third Subdivision of the Sixth Judicial District of the State of Ohio on the 16th day of April in the year of our Lord one thousand eight hundred and eighty-three On the 7th day of September, A. D. 1883, the following Petition and Answer in Cognovit were filed with the Clerk of said Court:-

Petition

The State of Ohio, Union County ss.

Burton Lane, Plaintiff

Against

James Heath and Charles Bradley, Defendants

In the Court of Common Pleas
Petition

4324

The said Plaintiff, Burton Lane, says that the Defendants, James Heath and Charles Bradley on or about the 15th day of January, 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 hereto attached, marked "Exhibit A" and made a part of this Petition. Said Plaintiff further says that said Promissory Note is due and unpaid, that he is the legal owner and holder thereof, and that there is still due from them on said Defendants, the sum of One Hundred and Thirty five Dollars and Twenty eight Cents with Interest at the rate of Eight per centum per annum from the third day of September, A. D. 1883.

Wherefore, the Plaintiff asks judgment against said Defendants for the sum of One Hundred and Thirty five Dollars and Twenty eight Cents, with Interest thereon at the rate of eight per centum per annum from the third day of September, A. D. 1883, and for Costs of Suit.

J. S. McCampbell, Plaintiff's Atty.

The State of Ohio
Union County ss.

Affidavit

J. S. McCampbell, 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.

J. S. McCampbell

Sworn to by said J. S. McCampbell, before me, and by him subscribed in my presence, this 7th day of September, A. D. 1883.

J. Q. Burgess, Clerk

Plain City, O., January 15th 1881

Note #356 $\frac{46}{100}$

One year after date, for value received, we jointly and severally promise to pay to Burton Lane or order, One Hundred and Fifty Six and $\frac{46}{100}$ Dollars with interest at eight 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 receive the issuing and service of process and confer judgment against us, or either of us in favor of the holder

" or holder of
" suit, and to
" in error
"

Answer

Burton Lane
Against
James Heath
Charles Bradley

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Entry

4324

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" or holder of this Note, for the amount of said Note, together with the costs of
 " suit, and to waive and release all errors in said proceedings and petition
 " in error "

" James Heath
 " Charles Brady "

Answer

The State of Ohio, Cuyahoga County, ss.

Brother Lane, Plaintiff

Against

James Heath and
 Charles Brady, Defendants

In the Court of Common Pleas
 Answered.

By virtue of the Warrant of Attorney attached to the foregoing Petition, I, John W. Brodwick, 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 Brother Lane, Plaintiff, against said James Heath and Charles Brady, Defendants, and waive the issuing and service of process therein, and confess a judgment in favor of the said Brother Lane against said James Heath and Charles Brady for the sum of Three Hundred and Thirty five Dollars and Twenty 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 waive all errors and waive all right of appeal.

John W. Brodwick, Defendants Atty

Entry
 4724

Brother Lane, Plaintiff

vs.

James Heath and
 Charles Brady, Defendants

Entry

This day came the plaintiff by J. S. M. Campbell his Attorney, and thereupon came John W. Brodwick 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 Three Hundred and Thirty five and ²⁸/₁₀₀ Dollars. It is therefore considered and adjudged that said plaintiff do recover of said defendants the said sum of Three Hundred and Thirty five and ²⁸/₁₀₀ 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. Q. Buegner Clerk
 By A. R. Buegner, Deputy.

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 Mansfield within and for the County of Union of the Third Subdivision of the Sixth Judicial District, of the State of Ohio, on the 16th day of April in the year of our Lord one thousand eight hundred and eighty three

4132
Petition
Edward Killings, as Guardian of
Ella M. Dimes, Lotta A. Dimes
Kammie Dimes and Willie Dimes, Plaintiff
Against
Jacob Leonard, Defendant

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

Plaintiff says: That he was, on the 30th day of April, A. D. 1882, duly appointed by the Probate Court of Union County, Ohio, as guardian of the estate of Ella M. Dimes, Lotta A. Dimes, Kammie Dimes and Willie Dimes infant children of William C. Dimes deceased, and thereupon duly qualified. That on the 19th day of June 1872, William C. Dimes filed his petition in this Court against the said Ella M. Dimes, Lotta Dimes and Kammie Dimes which petition alleges in substance that by the last Will and Testament of James C. Dimes deceased, the said William C. Dimes received, among other things, by said Will a life estate in the following real estate, to-wit: Out-Lot No. 9 of 9 1/2 acres south of the village of Mansfield, Ohio in said County of Union, and being the lot which the Administrators of the estate of Joshua Mathiott, deceased conveyed to said James C. Dimes. That by said Will said lot was devised to said William C. Dimes during his lifetime and at his death to descend to his heirs. That the said Ella M. Dimes, Lotta Dimes and Kammie Dimes were his lawfully begotten children and his prospective heirs and that it would be for the benefit of said plaintiff and do no substantial injury to the heirs in tail, who are to take said land at the death of the plaintiff, to sell said land, and procuring for an order of sale and that such order may be made in regard to the proceeds of said sale as the law in such cases may require. That at the September A. D. 1872 term of said Court, to-wit: on the 12th day of October A. D. 1872 said Court ordered said premises to be sold, which was accordingly done and at the February A. D. 1873, term thereof, to-wit: on the 17th day of February 1873, said Court confirmed said sale and ordered the proceeds thereof to be paid to the said William C. Dimes upon his giving his mortgage signed by his wife on his interest in the property on which Providence Dimes lived she, the said Providence Dimes, also guaranteeing the payment of the same the said mortgage being to the children and heirs of said William C. Dimes conditioned that he would pay to them the purchase money with interest at and upon the date of his death. That on the 20th day of February 1873, in accordance with said decree the said William C. Dimes and Margaret Dimes, his wife, executed and delivered to "Ella Dimes, Lotta Dimes, Kammie Dimes, and any child, or children that may yet be born unto said William C. Dimes" their mortgage deed of that date and thereby conveyed to said Ella Dimes and others

above named fifth part of \$6000 and to Union County words and upon this to be paid into issue of said were date to payable at the to-wit, other. On the 25th said Court, sale of said and for other said Jacob Leonard mortgage, by in in the account of all the same be Leonard." delivered to A. D. 1873 was recorded of the Record. At the March of Louisa of the sheriff of premises to deed and therein being sing interest the death of A. D. 1878, in this Court partition of Court having been made fined and due to said eight Dollars and Seventy the hands of the interest infants be some of our Seventy Eight County, and Sheriff so as

above named the following described premises, to-wit: "The undivided one fifth part of the property now occupied by Providence Dimes, consisting of a house and lot of one acre and one fourth situate in said village of Maysville Union County, Ohio." The conditions contained in said mortgage were in the words and figures following, to-wit: "Provided always and their heirs and assigns upon this condition that if the said William C. Dimes shall pay or cause to be paid unto the said Ella Dimes, Bessie Dimes, Marcie Dimes and the issue of said William Dimes yet to be born, if any, his pecuniary note of even date herewith for the sum of Eight Hundred, Seven and $\frac{5}{100}$ Dollars payable at the death of the said William C. Dimes, then these presents shall be void, otherwise to be and remain in full force and virtue in law forever."

On the 25th day of February 1873, in accordance with the order of said Court, and in consideration of the payment of the proceeds of the sale of said property above mentioned unto the said William C. Dimes and for other good and valuable considerations then made moving the said Jacob Leonard, the defendant, guaranteed the payment of said mortgage, by a written guaranty on said mortgage, which said guaranty is in the words and figures following to-wit: "I hereby guaranty the full payment of all the terms of the within mortgage, also all the conditions of the same herein mentioned, Maysville, Ohio, February 25th 1873 - Jacob Leonard." Said mortgage with said written guaranty above was delivered to the Recorder of Union County Ohio, on the 19th day of March A. D. 1873 at 4 $\frac{1}{4}$ o'clock P. M. to be by him entered on Records and was recorded on the 20th day of March A. D. 1873 in Volume 7 Page 621 of the Records of Mortgages of Union County, Ohio.

At the May 1880 term of this Court in certain partition proceedings of Louisa Stittings et al vs. Wm C. Dimes et al. by order of said Court the sheriff of said County sold and conveyed a part of said mortgaged premises to R. G. Woodburn and H. M. Mowry for the sum of Six Hundred and Thirty-one Dollars. The said share of William C. Dimes therein being the sum of One Hundred and Six Dollars including interest to April 3rd 1882, which said guarantian has received since the death of said William C. Dimes. On the 17th day of August A. D. 1878, Thomas Stittings and Louisa Stittings filed their petition in this Court against said William C. Dimes and others, asking partition of the remaining portion of said mortgaged premises and the Court having decreed a sale of said premises and the sale having been made the said Court at the May A. D. 1880 term then of confirmed said sale and decreed that the portions of said proceeds due to said William C. Dimes, to-wit: the $\frac{1}{5}$ part then of being Seventy eight Dollars in money and added to the amount of One Hundred and Seventy-eight and $\frac{23}{100}$ Dollars including interest, be placed in the hands of a trustee and that the same be placed on interest, and the interest be paid to said William C. Dimes annually until said infants become of age or until further order of this Court. All of which sums of money said plaintiff has received, excepting the sum of Seventy Eight Dollars now in the hands of a former Sheriff of this County, and said plaintiff accepts the said claim thereof against said Sheriff so as to release said Leonard from any liability for said amount.

Plaintiff says; That since the execution of said mortgage and guaranty above mentioned, there was born unto the said William O. Dimes another child, to wit; Willie O. Dimes and that the said Ella M. Dimes, Letitia A. Dimes, Harriet Dimes and Willie O. Dimes are all the children of said William O. Dimes. That they are lawfully begotten and that under the provisions of the will of James O. Dimes deceased they were the owners in fee subject to a life estate of said William O. Dimes therein, of said Out-Lot No 7 above mentioned, that by virtue of the decree of said Court above set forth they became entitled to the benefits of said mortgage and guaranty above described. That all the sales of said mortgaged premises were made with the knowledge and consent of the said defendant, and it was by the express direction of said defendant that the said portion of said William O. Dimes therein was to be, and was, withheld from said William O. Dimes to be paid as a credit on said mortgage at the death of said William O. Dimes. Plaintiff further says that the said William O. Dimes died on the 16th day of March A. D. 1882, that all of said mortgaged premises have been fully and completely exhausted by and with the knowledge and consent of said defendant, and that there is still due and remaining unpaid upon said mortgage indebtedness the sum of Four Hundred and Forty five and 25/100 Dollars with six per cent interest thereon from the 16th day of March A. D. 1882 and that for said sum said defendant is liable to said plaintiff as such guardian upon his said guaranty. Plaintiff therefore asks judgment, as guardian as aforesaid, against said defendant for said sum of Four Hundred and Forty Five and 25/100 Dollars with interest thereon at the rate of six per cent per annum from the 16th day of March A. D. 1882, and for all proper relief in the premises.

John W. Woodcock Attorney for Plaintiff

The State of Ohio
County of Muscogee ss

Edward Stillings the plaintiff, being sworn, makes oath that the facts stated in the foregoing petition are, as sufficient believed, true.

Edward Stillings

Sworn to by said Edward Stillings before me, and signed by him in my presence, this 14th day of November A. D. 1882.

Taber Randall Deputy Clerk.

I hereby waive the issuing and service of summons, and enter my appearance herein this 21st day of November, A. D. 1882.

Jacob Leonard
By J. B. Benton, Atty.

On the 19th day of January A. D. 1883, the following answer was filed with the Clerk of said Court.

Answer
Edward Stillings, as Guardian of
Ella M. Dimes, et al., Plaintiff
vs.
Jacob Leonard, Defendant

In the Court of Common Pleas
Musogee County, Ohio.
Answer.

Now comes Jacob Leonard defendant and for answer to plaintiff's petition says that he admits that he

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State of Ohio
Musogee County
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Summons to
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Afterwards
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Edward Stillings
Ella M. Dimes

Entry

4132

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Petition

4231

W. R. Minner
the firm was
Jacob Leonard
under the firm

signed said mortgage as is in the petition described. But he desires each and every allegations in said petition contained except what is admitted made under the Court to dismiss this action at the costs of plaintiff

J. B. Weston Attorney

State of Ohio

Union County s.d. } Jacob Leonard defendant in the above action when being first duly sworn, deposes and says that the facts stated and allegations made in the foregoing Answer are true as he verily believes

Jacob Leonard

Sworn to by Jacob Leonard and signed by him in my presence this 23rd day of December A. D. 1882.

E. E. Cole, Notary Public

Afterward on the 10th day of May A. D. 1883, an Entry was made on the Journal by the Clerk of said Court, which reads as follows, to-wit:-

Entry

Edward Stillings, Guardian of
Ella M. Dines, et al., Plaintiff

Entry

4132

vs.

Jacob Leonard, Defendant

This day this cause came on for trial and by agreement of both parties hereto a jury was returned and the cause submitted to the Court on the pleadings, evidence and arguments of counsel. On consideration whereof the Court do find that the allegations of the plaintiff's petition are true and that there is due from the defendant to the plaintiff as Guardian, as is alleged in his petition, the sum of Nine Hundred and Seventy-four and 1/2 Dollars with interest thereon at the rate of six per centum per annum from the 16th day of April A. D. 1883.

It is, therefore, considered and adjudged by the Court that the said plaintiff Edward Stillings as Guardian of Ella M. Dines, Lottie A. Dines, Francis Dines and Willie T. Dines do recover from the said defendant Jacob Leonard the said sum of Nine Hundred and Seventy-four Dollars and Nineteen cents with interest thereon at the rate of six per centum per annum from the 16th day of April A. D. 1883, and his costs herein expended, taxed at # and execution is awarded therefor

Attest J. P. Buegner Clerk

By A. R. Buegner, Deputy

Held 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 Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 16th day of April in the year of our Lord one thousand eight hundred and eighty-three.

Wherefore, to-wit: on the 26th day of March A. D. 1883, the following Petition was filed with the Clerk of said Court.

Petition

W. R. Kimmerer & E. B. Gager Partners doing business under the firm name and style of W. R. Kimmerer & Co., Plaintiff

Court of Common Pleas

4231

Against

Jacob K. East and William H. Woodward, Partners doing business under the firm name and style of East & Woodward, Defendants

Union County

State of Ohio.

Petition

The plaintiffs say: That they are partners doing business in the State of Ohio under the firm name and style of W. R. Kinnear & Co.: That the defendants Jacob Kraut and William H. Woodruff are partners formed for the purpose of and doing business in the State of Ohio under the firm name and style of Kraut & Woodruff: That on or about the 24th day of September A. D. 1880 the defendants in their said firm name entered into a contract with the said plaintiffs in their said firm name by the terms of which the said plaintiffs agreed to furnish the labor and materials necessary for the completion of the Galvanized iron work zinc work and wrought iron lockouts for same, Tin work, registers and the cast-iron smoke stack to be used toward the construction of a Court House then proposed to be built and since then constructed in the town of Marysville in said County of Union and for which work labor and material so to be furnished by plaintiffs as aforesaid the said defendants by the terms of said Contract agreed to pay to plaintiffs the sum of Six Thousand Dollars, and which material was to be furnished and said work and labor performed to the satisfaction of the architect and the Commissioners of said Union County, Ohio

Plaintiffs further say that they duly entered upon the discharge of their duties under said contract and fully and duly performed all that by the terms of said contract they were required to do and performed to the full satisfaction and approval of the architect of said building and said County Commissioners, and said work was accepted by said architect and County Commissioners on or about the 30th day of January A. D. 1883. At which time there was due and remaining unpaid from said defendants to plaintiffs under said contract the sum of Three Hundred Fifty-one and 5/100 Dollars; no part of which has been paid.

Said Contract so made and entered into by and between said plaintiffs and said defendants was in writing, a copy of which is hereto attached, marked "Exhibit A".

There is due and remaining unpaid from the said defendants to the said plaintiffs upon said Contract the sum of Three Hundred Fifty-one and 5/100 Dollars for which sum together with interest thereon from the 30th day of January A. D. 1883, and for their costs plaintiffs ask judgment against said defendants.

Marriott & Hughes, Attys for Plaintiffs

The State of Ohio, Union County ss.

W. R. Kinnear, being sworn, says that he is one of the members of the firm of W. R. Kinnear & Co. and one of the plaintiffs in the foregoing petition that the facts stated and allegations contained in the foregoing petition are true as he verily believes

W. R. Kinnear

Sworn to before me and signed in my presence this 26th day of March A. D. 1883

J. D. Baugher, Clerk.
"Exhibit A"

Contract for Galvanized Iron, Zinc and Tin work and Cast-iron Smoke Stack. This is an endorsement of an agreement by and between Kraut & Woodruff of party of the first part and W. R. Kinnear & Co. of Columbus, Ohio, party

of the second part
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4231

The State of
Union County
The common

of the second part - Witnesseth: That the said party of the second part for the con- siderations hereinafter named does hereby agree and contract to furnish the labor and materials necessary for the completion of the Improved Iron work fine work and wrought-iron look out for same, Iron work and registers and Cast-iron Spoke Stack for the proposed new Court-house situated in the town of Marysville, Union County Ohio according to the plans and specifications made by J. W. Gibbs, Architect and now on file with the County Auditor of Union County Ohio and which are made a part of this Contract. All material furnished to be of the best kind and all work and labor to be done in a thorough, substantial and workmanlike manner under the direction of the architect and Superintendent and to the satisfaction of said architect and County Commissioners of said County, and for and in consideration of the furnishing of said material and the completion of said work according to the tenor hereof, the party of the first part hereby agrees to pay the party of the second part the sum of Six Thousand Dollars (\$6000⁰⁰) such compensation to be paid in monthly installments upon estimates by the architect of the amount of work completed or materials delivered on the grounds always retaining from the estimate five per cent (5%) until the whole of said work is completed and accepted by the said architect and said County Commissioners when the balance due shall then be paid: It is further agreed that should there be any alterations or additions to the said work it shall be paid for as may be agreed upon by and between said parties but no alter- ations or additions to said work shall be construed into a rescission or abandonment of this contract. In testimony whereof the said K. East & Woodruff and W. R. Kinnear & Co. have hereunto set their hands and seals this 24th day of September 1880. Signed in duplicate in presence of witnesses

Witness as to party of first part
 J. D. Radebaugh
 K. East & Woodruff Seal
 Witness as to party of second part
 J. D. Radebaugh
 W. R. Kinnear & Co. Seal
 W. R. Kinnear & Co, Plaintiffs
 vs
 K. East & Woodruff, Defendants
 Court of Common Pleas, Union County, Ohio
 Marysville, March 26-83

In the Clerk of said Court:-
 Issue a summons to Sheriff of Union County, Ohio, upon the within petition for the defendant William K. Woodruff and to the Sheriff of Defiance County for the defendant Jacob K. East - returnable according to law, Amount claimed \$357.⁵⁰ with interest thereon from January 30th 1883
 Marriott & Hughes Attys for Plaintiff
 On the 26th day of March, A. D. 1883, a summons was issued by the Clerk of the Court which reads as follows, viz:-
 Summons in Action for Money Only
 The State of Ohio }
 Union County, ss. } To the Sheriff of the County of Union, Ohio:
 The command you to notify William K. Woodruff that he and Jacob East

Summons
 4231

have been sued by W. R. Kimmer & Co. in the Court of Common Pleas of Marion County, and that unless he answers by the 25th day of April A. D. 1883 the petition of said Plaintiffs, W. R. Kimmer & 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 return on the 9th day of April A. D. 1883.

Witness my hand and the seal of said Court, this 26th day of March A. D. 1883.

J. Q. Bourque, Clerk

Money Only. Amount Claimed, \$351.⁵⁰ and interest as follows: On \$351.⁵⁰ from January 30th, 1883. Mannott & Hughes, Plff's. Atty.

Writ returned and filed March 28th 1883. Endorsed as follows:-

Sheriff's Ret.

The State of Ohio } Sheriff's Return
Marion County, ss. } Received this Writ March 27th A. D. 1883 at ten o'clock A. M. And pursuant to its command, on the 27th day of March 1883, I served the same by delivering a true copy of this writ with the enclosures shown to the within named defendant - W. R. Woodruff.

Service 30 Mileage 32, Exp. 20, Total \$.82

John Woodruff, Sheriff

On the 26th day of March, A. D. 1883, a summons was issued by the Clerk of said Court which reads as follows, viz:-

Summons

4231

Summons in Action for Money Only

The State of Ohio, }
Marion County, ss. } To the Sheriff of the County of Defiance, Quoting:-
The command you to notify Jacob Kwart that he and William W. Woodruff have been sued by W. R. Kimmer & Co. in the Court of Common Pleas of Marion County, and that unless he answers by the 25th day of April A. D. 1883, the petition of said Plaintiff W. R. Kimmer & 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 9th day of April A. D. 1883.

Witness my hand and the seal of said Court, this 26th day of March A. D. 1883.

[Seal]

J. Q. Bourque, Clerk

Money Only. Amount Claimed, \$351.⁵⁰ and interest as follows: On \$351.⁵⁰ from January 30th, 1883. Mannott & Hughes Plaintiffs' Atty.

Writ returned and filed March 30th 1883. Endorsed as follows:-

Sheriff's Ret.

The State of Ohio, } Sheriff's Return
Defiance County, ss. } Received this Writ March 27th A. D. 1883 at ten o'clock A. M. And pursuant to its command, I served the same by leaving at the within named defendant, Jacob Kwart usual place of residence, a certified copy of the within summons March 27th 1883

Service 30, Mileage 16, Exp. 24, Docketing and Nov. 18, Total \$.86

John A. Kwart Sheriff

Afterward on the 10th day of July A. D. 1883 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit-

Entry 4231

W. R. Kimmer & 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 return on the 9th day of April A. D. 1883. It is therefore recover favor of Woodruff, &

That he began and for the District of the one thousand On the 9th day the Clerk of Thomas Ma Oscar Geig

Petition 4070

that this act the Docket of is the power and entitled to-wit:- One commenced plaintiff by reason of said perfectly Replevin issued said plaintiff sum of Three State of Ohio, Thomas Ma the allgative

Sworn to in my presence

Entry
no 31

W. R. Winners & Co. Plaintiffs
Against

Entry

Wheat & Woodruff, Defendants } This day came the plaintiffs by their attorneys
and therefore this cause came on to be heard upon the petition of the plaintiffs,
exhibits and testimony, and the defendants both and each of them being in de-
fault for answer and demurrer the Court find that the allegations of the peti-
tion are confessed by the defendants to be true and that they are indebted to the
plaintiffs in the sum of Three Hundred and Fifty One and 2/100 Dollars together
with interest thereon from the 30th day of January A. D. 1883 amounting at this
date, July 10th 1883 to the sum of Three Hundred and Sixty and 2/100 Dollars.
It is therefore considered by the Court that the said plaintiffs, W. R. Winners & Co
recover from the said defendants, Wheat & Woodruff the said sum of Three
Hundred, Sixty and 2/100 Dollars and their costs herein expended, taxed at 1/2th

Attest J. P. Burghen, Clerk.
By A. R. Burghen, Deputy

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 Mansville, within
and for the County of Union of the Third Subdivision of the Sixth Judicial
District of the State of Ohio, on the 16th day of April in the year of our Lord
one thousand eight hundred and eighty three. Whosoever, to-wit:-
On the 9th day of September A. D. 1882, the following Petition was filed with
the Clerk of said Court.

Petition
no 70

Thomas Martin, Plaintiff
vs.
Oscar Gregg, Defendant

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

The said Thomas Martin, Plaintiff says,
That this action comes into this Court upon the Defendants appeal from
the Docket of a Justice of the Peace of said County: That the said plaintiff
is the owner and at the time this action was commenced was the owner
and entitled to the immediate possession of the following personal property
to-wit:- One bay horse about seven years old: That when this action was
commenced the said property was wrongfully detained from the said
plaintiff by said Defendant: That this defendant has been damaged
by reason of said unlawful detention in the sum of Twenty-five Dollars,
said property has been delivered to the plaintiff by virtue of a writ of
Replevin issued in this action before said Justice of the Peace and the
said plaintiff now asks judgment against said defendant for said
sum of Twenty-five Dollars, his damages as aforesaid sustained
J. L. Cameron and D. H. Ayer Attys for Plaintiff

State of Ohio, Union County, ss.
Thomas Martin being first duly sworn says that the fact stated and
the allegations made in his foregoing petition are true as he believes.
Thomas Martin.

Sworn to before me by said Thomas Martin and by him signed
in my presence this 9th day of September 1882.
J. P. Burghen Clerk.

Afternoon on the 5th day of January A. D. 1883, an Entry was made on the Journal by the Clerk of said Court, which reads as follows, to-wit:-

Entry
4070

Thomas Martin, Plaintiff
vs.
Oscar Gregg, Defendant

Entry

On application of Defendant leave is granted him to file answer herein instructed, and answer filed.

On the 8th day of January A. D. 1883, an Answer was filed with the Clerk of said Court, which reads as follows, to-wit:-

Answer
4070

Thomas Martin, Plaintiff
vs.
Oscar Gregg, Defendant

Now Union County Common Pleas, State of Ohio
Answer.

Now comes the said Defendant, Oscar Gregg and answering Plaintiff's petition says: That he denies each and every allegation in said plaintiff's petition set forth, save that this action is brought into this Court on appeal, and that a Writ of Replevin has issued and the said property seized and delivered to the plaintiff and that the plaintiff has given bond pursuant to law. The said Defendant further answering says: That at the commencement of this action, said property was rightfully in his possession, and that by reason of said unlawful seizure he has been damaged in the sum of One Hundred Dollars, for which he prays judgment and his costs.

J. W. Robinson & J. S. M^{rs} Campbell, Attys for Defendant

The State of Ohio
Union County, Sd.

Oscar Gregg being first duly sworn, deposes and says that the facts stated and the allegations made in his foregoing answer are, as he verily believes, true.

Oscar Gregg.

Sworn to before me by said Oscar Gregg, and signed by him in my presence this 30th day of October A. D. 1882.

J. D. Burgess, Clerk.

Afternoon on the 3rd day of May 1883 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

4070

Thomas Martin Plaintiff
vs.
Oscar Gregg Defendant

April Term 1883

No 4070 Jury Trial

This day came the parties by their attorneys and this cause came on to be tried; and thereupon came a Jury, to-wit:- L. W. Blumberg, Aaron Sney, J. R. Thorntow, John Moore, Isaac Perrin, Joseph Panthermore, George W. Ferguson, J. P. Bennett, Jeremiah Poling, J. B. Stum, J. S. Rice and J. R. Gording; who, being duly sworn and sworn to well and truly try the issue, joined between the parties in this cause, and a true verdict rendered according to the evidence, unless withdrawn by consent of parties, or discharged by the Court and after hearing the testimony, arguments of counsel, and charge of the Court, the said jurors, retired to their room to deliberate upon their verdict, and after due deliberations returned into open Court and

presented their
Civil Action by
The State

Thomas Martin
vs.
Oscar Gregg

Entry for
Jury Trial
4070

Afternoon
was filed with the

Thomas Martin
vs.
Oscar Gregg

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Entry
4070

Thomas Martin
vs.
Oscar Gregg

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Court:-

presented their verdict in writing, in the words and figures following, to-wit:-
Civil Action No. 4070

The State of Ohio, Union County, ss. April Term, A. D. 1883, to-wit May 3rd 1883
Thomas Martin Plaintiff vs. Oscar Gregg, Defendant. We the jury in
this case, being duly impanelled and sworn, do find and say that we
find for the plaintiff and assess his damages at \$150.

J. S. Rice Foreman.

Afterward, on the 4th day of May A. D. 1883, an Motion for a New Trial
was filed with the Clerk of said Court, which reads as follows, viz:-

Motion for
New Trial
4070
Thomas Martin, Plaintiff
vs.
Oscar Gregg, Defendant

Court of Common Pleas, Union County, Ohio.
Motion for New Trial.

The Defendant moves the Court to grant him a
new trial in this case for the following reasons, viz:-

- First: The said verdict was rendered for the plaintiff and against the defendant whereas by the weight of the evidence the verdict should have been for the defendant.
- Second: The Court erred in admitting evidence for plaintiff to which defendant excepted.
- Third: The Court erred in ruling out evidence offered by defendant to which ruling defendant excepted.
- Fourth: The Court erred in the charge to the jury of the law of this case to which defendant excepted.

Robinson & Popen, J. S. Mc Campbell, Attys for Deft.

Afterward, on the 10th day of May A. D. 1883, an Entry was made on the
Journal by the Clerk of said Court, which reads as follows, to-wit:-

Entry
4070
Thomas Martin Plaintiff
vs.
Oscar Gregg, Defendant

Entry

This day this cause came on to be
heard upon the motion for a new trial herein and the Court
after being fully advised in the premises overruled said motion and
proceeded to render judgment on the verdict heretofore found by
the jury in this case. It is therefore considered and adjudged by the
Court that the plaintiff recover of the Defendant the said sum of
Five Dollars and his costs herein expended, taxed to \$

Attest J. D. Bugner Clerk.
By A. R. Bugner, Deputy

Held 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 Third Subdivision of the Sixth
Judicial District of the State of Ohio, on the 11th day of Sept. in the year
of our Lord one thousand eight hundred and eighty three.
Wherefore, to-wit:- On the 13th day of January A. D. 1883, the
following Petition in Replevin was filed with the Clerk of said
Court:

J. Owen

Petition
4164

B. W. Converse & C. H. Converse Plaintiffs

Court of Common Pleas, Union Co. O.
Petition

vs.
John Kobersack, Sheriff of Union Co. O. Defendant

This cause came into this Court from the docket of W. M. Winget Justice of Peace in and for said County it being found on examination by said Justice that the appraised value of the property described in the affidavit in replevin, filed with said Justice, was more than One Hundred Dollars (\$100.00); a full transcript of said Justice docket was certified to said Court of Common Pleas as is required by law. The said plaintiffs say that they are the owners of the following described goods and chattels to-wit: One horse named Tom, bright bay about seven years old: one mare, Dollie, bright bay, seven years old: one horse, Dollie, sorrel with stripe in face, eight years old: one mare, Rose, brown small star in forehead and white hind feet, nine years old: one mare, brown, named Little Brown about nine years old about 14 1/2 hands high: one mare, Phil, dun color, eleven years old: one mare, blond, color brown about six teen hands high, four years old: one mare, Mollie, sorrel, right eye damaged about seven years old: one mare, Nettie, dark sorrel with short mane, eight years old: one mare, Nettie, bay blind in right eye: one horse, Little John, bay about nine years old: one mare, Nettie, bay about eleven years old: one mare, Big Brown, color brown about ten years old: one mare, named Maude, S. bay six years old: One sample wagon, three seats canopy top with curtains, platform springs: one sample wagon with two seats with top over rear, platform springs: one carriage with three springs, one in front and two behind: six buggies, pieces box bed top over all. Two drop front buggies with tops: one two seated two horse sleigh, two sleighs style swelled side: one sleigh of a yellowish color: two sleighs of a redish color: eight set of single harness: four set of double harness: All of the above described property being the property seized upon by Wm. Ken Weakley & Co. to satisfy judgment against W. M. Converse. Deceit made by John Kobersack, Sheriff of Union County Ohio, and an entitled to the immediate possession of said goods and chattels and that said defendant wrongfully and unjustly detained in his possession the said goods and chattels, and from the said plaintiffs. Wherefore the said plaintiffs pray judgment against the said defendant, that he the said defendant do return to said plaintiffs the goods and chattels so unlawfully detained.

W. L. Coates, Attorney for Plaintiffs
 C. H. Converse one of the plaintiffs being sworn says that he believes the facts stated in the above pleading to be true.

Subscribed and sworn to before me and signed in my presence this 10th day of January 1883

Taber Randall, Deputy Clerk
 Afterwards on the 5th day of March A. D. 1883, an Entry was made on the docket by the Clerk of said Court which reads as follows, to-wit:—
 B. W. Converse, C. H. Converse Plaintiffs
 vs.
 John Kobersack, Sheriff, Defendant

Entry
4164

Entry
And now comes the Defendant

and moved
fully advised

Entry
4164

On the 5th day of March A. D. 1883, an Entry was made on the docket by the Clerk of said Court which reads as follows, to-wit:—
 B. W. Converse
 vs.
 John Kobersack, Sheriff, Defendant

State of Ohio
 Union County
 law, says that said Wm. Ken Weakley & Co. were of them and alleged

Entry
4164

Seems to be
 presence the
 On the 6th day of March A. D. 1883, an Entry was made on the docket by the Clerk of said Court which reads as follows, to-wit:—
 B. W. Converse
 vs.
 John Kobersack, Sheriff, Defendant

Entry
4164

Afterwards on the 5th day of March A. D. 1883, an Entry was made on the docket by the Clerk of said Court which reads as follows, to-wit:—
 B. W. Converse
 vs.
 John Kobersack, Sheriff, Defendant

and moved the Court for leave to file answer in this case and the Court being fully advised in the premises grant such leave and answer filed.

On the 5th day of March A.D. 1883, an Answer was filed with the Clerk of said Court which reads as follows, to-wit:-

Answer 4167

B. W. Crossen and C. H. Crossen Plaintiffs }
vs. } Court of Common Pleas, Union Co., Ohio
John H. Coburnack, Sheriff of Union County, O. Defs. } Answer.

And now comes the defendants in interest, to-wit: Messrs. Keakley & Co. they having by an order of this Court been substituted as defendants instead of the said John H. Coburnack Sheriff the named defendant and for answer say that they admit that this cause came into this Court on certificate of Justice of the Peace as in the petition stated but defendants deny each and every allegation in the petition set forth except as above admitted. Defendants therefore ask that they may go hence without delay and recover their costs herein expended and for all proper relief.

Robinson & Piper Attorneys
for Messrs. Keakley & Co.

State of Ohio }
Union County, ss. } L. Piper being duly sworn according to law, says he is one of the Attorneys of the said Messrs. Keakley & Co. that said Messrs. Keakley & Co. nor any member of said firm of Messrs. Keakley & Co. are residents of said County of Union and none of them are now present in said County and that the facts stated and allegations in the foregoing answer are, as affiant believes, true.
L. Piper.

Sworn to before me by L. Piper and by him subscribed in my presence this 5th day of March A.D. 1883
J. Q. Burgeon, Clerk

Entry 4168

On the 6th day of March A.D. 1883, an Entry was made the Journal by the Clerk of said Court which reads as follows, to-wit:-

B. W. Crossen, et al. Plaintiffs }
vs. } Entry of Substitution.
John H. Coburnack, Defendant } In Replevin.

It appearing to the Court that the property in the petition described was taken by the defendant under an execution in favor of Messrs. Keakley & Co. from the initiative of the said defendant and of the said Messrs. Keakley & Co. it is ordered that the said Messrs. Keakley & Co. upon their giving security for the costs be and they are hereby substituted as defendants in this action.

Entry 4169

Afterward on the 26th day September A.D. 1883, an Entry was made the Journal by the Clerk of said Court which reads as follows, to-wit:-

B. W. Crossen, et al. Plaintiffs }
vs. } Journal Entry - Jury Trial
Messrs. Keakley & Co. Defendants }
This day came the parties by their

...and this came on to be tried: and there upon came a jury
 to wit: W. H. Willis, Walter Baker, Elliot Tobey, Lewis Brown, M. M.
 Benjamin, John Connor Jr. Levi Kniffin, James Poling Jr, Dices Hunt
 W. H. Jordan, Moses Thompson and Joseph Raff. who being duly sworn
 and sworn to well and truly try the issue, joined together the
 parties in this cause, and as true verdict rendered according to the evidence
 unless withdrawn by consent of parties or discharged by the Court, and after
 hearing the testimony, arguments of counsel and charge of the Court; the
 said jurors, 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:-

Verdict

Civil Action Verdict

The State of Ohio, Union County ss. September Term, A. D. 1883.

To wit: September 26th 1883

B. W. Conner et al Plaintiffs vs. W. H. Keakley & Co, Defendants.
 Who, the jury in this case, being duly sworn and sworn do find
 and say that we find for the Plaintiff.

John P. Conner, Narrator.

Afterward, on the 3rd day of October A. D. 1883, an Entry was made
 on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

4164

B. W. Conner, et al Plaintiff

vs.

Entry.

W. H. Keakley & Co Defendants

The jury in this case having on a
 former day of this Term rendered a verdict in favor of the Plaintiff
 and no motions for a new trial having been made, it is therefore
 considered and adjudged by the Court that the plaintiff recover of
 W. H. Keakley & Co their costs herein taxed -

Attest J. P. Burgeon Clerk
 By A. R. Burgeon, Deputy.

Now 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 Third Subdivision of the Sixth
 Judicial District of the State of Ohio, on the 16th day of April in the year
 of our Lord one thousand eight hundred and eighty three.

Wherefore, to-wit:- On the 28th day of September A. D. 1882, the following
 Petition was filed with the Clerk of said Court:

Petition

4117

Benjamin H. Fleming, Plaintiff

Against

John Fleming, Sr.
 Jane Elizabeth Harkins and James M. Harkins her husband
 Sarah L. Harkins and James M. Harkins her husband
 Margaret Librance and J. B. Librance her husband
 Thomas Scott and W. M. Scott her husband
 Belle Bonham and Victor Bonham her husband
 and John M. Fleming, Defendants.

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

Petition

Plaintiff has a legal

right to and
 Phila Fleming
 estate, situated
 and bounded
 Survey No.
 East corner to
 Pt. 13th 1/2 pole
 land; Thence
 down, then
 Thence S 81st
 near to S. W. C.
 N 16th 1/2 pole
 corner of land
 on the 27th a
 The defendant
 deceased, and
 but at the Sep
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 Court in a
 Elizabeth H.
 ing ex. were
 said Court a
 heir of these
 entitled to
 The said de
 Margaret L
 Fleming as
 in the follow
 One Seventh
 Phila Fleming
 in Union
 a daughter
 Mr. Harkins
 One Seventh
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 One Seventh
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 resides in Va
 Plaintiff de
 that petition
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 charged by
 The State of
 County of

right to and in reigned in fee simple, or son and one of the heirs at law of
 Phoebe Fleming, deceased, of the undivided seventh part of the following real
 estate, situated in the County of Marion, State of Ohio, and in Township
 and bounded and described as follows: Being part of Virginia Military
 Survey No. 6197. Beginning at a stone, two hickories and a buckeye, north
 east corner to said Survey; Thence with the North line of said Survey N 81 1/2°
 W 13 1/2 poles to a stake and two beeches N. E. corner to Samuel Degoods'
 land; Thence with the East line of said land S 8° 20' W 149 1/2 poles to a
 stone, elm and hickory, South East corner to said Samuel Degoods' land;
 Thence S 81 1/2° E 78 1/2 poles to a stone, beech, ironwood and dogwood, cor-
 ner to L. Francis land; Thence with the west line of said land N 14 1/2°
 W 162 1/2 poles to the beginning, Containing forty-two and three-fourths
 acres of land, more or less, as surveyed by H. S. Mowry, County Surveyor,
 on the 27th day of July 1869.

The defendant John Fleming, Sr. as husband of said Phoebe Fleming
 deceased, was entitled to said estate by the custom in said premises,
 but at the September A. D. 1879 Term of the Court of Common Pleas of
 Marion County, Ohio, said estate was terminated by a decree of said
 Court in a certain action then pending in said Court wherein Jane
 Elizabeth Hoskins and others were plaintiffs and the said John Flem-
 ing Sr. was defendant. Said case was numbered on the Records of
 said Court as Case No. 3259. And by virtue of said decree the said
 heirs of Phoebe Fleming hereinafter mentioned were, and still are
 entitled to the immediate possession thereof.

The said defendants Jane Elizabeth Hoskins, Sarah L. Newbourn,
 Margaret Dilcovee, Rosina Scott, Belle Bonhann and John M.
 Fleming are tenants in common with plaintiff in said premises
 in the following proportions:

- One Seventh belongs to Jane Elizabeth Hoskins, who is a daughter of
 Phoebe Fleming, and is intermarried with one James M. Hoskins, and resides
 in Marion County, Ohio. One Seventh to Sarah L. Newbourn, who is
 a daughter of Phoebe Fleming, and is intermarried with one James
 M. Newbourn, and resides in Marion County, Ohio.
- One Seventh to Margaret Dilcovee, who is a daughter of Phoebe Fleming
 and is intermarried with one J. B. Dilcovee, and resides in Wayne Co. Ohio.
- One Seventh to Rosina Scott, who is a daughter of Phoebe Fleming, and is
 intermarried with one H. W. Scott, and resides in Marion County Ohio.
- One Seventh to Belle Bonhann, who is a daughter of Phoebe Fleming and is
 intermarried with one Victor Bonhann and resides in Marion County, Ohio.
- One Seventh to John M. Fleming, who is a son of Phoebe Fleming and who
 resides in Marion County, Ohio; and One Seventh to plaintiff.

Plaintiff desires to have his interests set off to him in severalty, and prays
 that partition of said premises be made, or if that cannot be done
 without manifest injury, that such proceedings be had as are au-
 thorized by law.

John M. Proctor Attorney for Plaintiff

The State of Ohio }
 County of Marion, ss. }

Benjamin W. Fleming, the plaintiff being

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same make oath that the facts stated in the foregoing petitions are, as affiant believes, true

Benjamin H. Fleming.

Sworn to by said Benjamin H. Fleming before me and signed by him in my presence this 28th day of September A. D. 1882.

J. D. Bugner Clerk.

Benjamin H. Fleming, Plaintiff

vs.

John Fleming Sr. et al Defendants

Court of Common Pleas, Union County, Ohio
Marysville, September 28th 1882

In the Clerk of said Court:-

Sworn returns in the above case to the Sheriff of Union County, Ohio for the defendants John Fleming Sr., James Elizabeth Hoskins, James M. Hoskins, Rosina Scott, H. M. Scott, Belle Bonham and Victor Bonham returnable according to law.

Answers: Actions for Partition.

John W. Brodick Attorney for Plaintiff

Sheweth that the issuing and service of summonses in the above case and their non appearance herein this 28th day of September 1882.

John W. Fleming

On the 28th day of September A. D. 1882, a summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons

The State of Ohio

Union County, ss.

To the Sheriff of the County of Union, greeting:-
We command you to notify John Fleming Sr., James Elizabeth Hoskins, James M. Hoskins, Rosina Scott, H. M. Scott, Belle Bonham and Victor Bonham that they and others have been sued by Benjamin H. Fleming in the Court of Common Pleas of Union County, and that unless they answer by the 28th day of October A. D. 1882, the petition of the said Benjamin H. Fleming against them filed in the Clerk's office of said Court, such petition will be taken as law and judgment rendered accordingly. You will make due return of this summons on the 9th day of October A. D. 1882.

Witness my hand and the seal of said Court, this 28th day of September A. D. 1882.

[Seal]

J. D. Bugner, Clerk.

In action for Partition

John W. Brodick, Plaintiffs Attorney

Sheweth that returned and filed October 9th 1882. Answered as follows:-

Sheriff's Return

Received this writ September 28th A. D. 1882, at ten o'clock A. M., and pursuant to its command I served the same by delivering a certified copy thereof with the enclosures thereon to each of the within named defendants on the 9th day of October 1882. Service 1.20, Mileage 3.20, Copy 1.40 Total \$5.80.

John H. Obermack Sheriff

Afterward on the 13th day of December A. D. 1882, as Matter of Summons was filed with the Clerk of said Court, which reads as follows, to-wit:-

Benjamin H. Fleming

John Fleming

entitled case and enter

Afterward, Journal by the

Benjamin H. Fleming

John Fleming

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County of O

Benjamin H. Fleming, Plaintiff
 vs.
 John Fleming Sr. et al. Defendants

In the Court of Common Pleas, of DeWitt Co. N.Y.
 Chancery of Successors

The undersigned defendants in the above entitled case hereby waive the issuing and service of summonses in said case and enter an appearance herein, September 28th 1882

Sarah L. Knudsen, J. M. Knudsen,
 Margaret O. Dilrave; J. B. Dilrave.

Afterward on the 9th day of January A.D. 1883, an Entry was made on the Journal by the Clerk of said Court, which reads as follows, to-wit:-

Entry
 Benjamin H. Fleming, Plaintiff
 vs.
 John Fleming Sr. et al., Defendants

Entry

This day this cause came on to be heard and thereupon came the plaintiff herein, by his attorney and 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 conferred by them to be true. Thereupon the Court find, that the said plaintiff Benjamin H. Fleming is seized of and has a legal right to, the undivided one seventh part of the estate described in the petition, and is entitled to have partition made of said premises; that said defendants (except the said defendant John Fleming Sr.) are tenants in common with the said plaintiff in the said premises in the following proportions, to-wit:- That the said Jane Elizabeth Cookin is seized of and has a legal right to the undivided one seventh part thereof, the said Sarah L. Knudsen to the undivided one seventh part thereof, the said Margaret Dilrave to the undivided one seventh part thereof, the said Rosina Scott to the undivided one seventh part thereof, the said Belle Bonham to the undivided one seventh part thereof, and the said John M. Fleming to the undivided one seventh part thereof. And no reason appearing why partition should not be made.

It is therefore ordered, adjudged, and decreed that partition of said estate be made; and that an order issue to the Sheriff of the said County of DeWitt, commanding him that by the watch of Charles S. Lee, B. F. McOmbs and Samuel Degroot, three judicious and disinterested freeholders of the vicinity, who are not of kin to either party, and who are hereby appointed Commissioners for that purpose, he cause to be set off and divided to the said plaintiff and to each of the said defendants the part and proportions of the said estate to which they are hereinafore severally found entitled. And it is ordered that if, in the opinion of the said Commissioners, said premises can not be divided by metes and bounds without injury to the nature thereof, they appraise the same

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

Benjamin H. Fleming, Plaintiff
 vs.
 John Fleming, et al. Defendants

Court of Common Pleas, DeWitt County, Ohio
 Marysville January 9th 83
 To the Clerk of said Court:-

Sum a writ of Partition in the above case to Sheriff of Union County, Ohio returnable according to law.

John W. Bondick, Atty for Plaintiff

On the 2^d day of January A. D. 1883, a writ of Partition was issued by the Clerk of said Court which reads as follows, viz: -

Writ of Partition

Writ of Partition 4117

The State of Ohio Union County, ss.

To the Sheriff of said County, Greeting: -

It is commanded you, that without delay, by the order of Charles S. Lee, B. F. W. Bonds and Samuel De Gode, you cause partition to be made of the following divided premises, situate in the County of Union and State aforesaid, and Leeburg Township and bounded and described as follows, to-wit: -

Being part of Virginia Military Survey No. 6192, Beginning at a stone, two hickories and a buckeye, with the east corner to said survey, thence with the north line of said survey N. 81 1/2° W. 13 1/2 poles to a stake and two beeches, N. E. corner to Samuel De Gode's land, thence with the east line of said land S 8° 20' W. 149 3/4 poles to a stone, elm and hickory, South East corner to said Samuel De Gode's land, thence S. 81 1/2° E. 78 1/2 poles to a stone beech, ironwood and dogwood corner to L. Vance's land, N. 15 1/2° W. 162 1/2 poles to the beginning. Containing forty two and three fourths acres of land, more or less, as surveyed by A. S. Money, County Surveyor, on the 27th day of July A. D. 1869, among the persons named herein, and in the following proportions, to-wit: - To Jane Elizabeth Hoskins, one seventh part, to Sarah L. Newhouse one seventh part, to Margaret Dilraev one seventh part, to Rosina Scott one seventh part, to Belle Bouhann one seventh part, to John W. Fleming one seventh part, to Ben. H. Fleming, one seventh part - in pursuance of an order lately made in our Court of Common Pleas, within and for the County of Union, in a certain Petition for Partition wherein the said Ben. H. Fleming is petitioner and the said Jane Elizabeth Hoskins, Sarah L. Newhouse, Margaret Dilraev, Rosina Scott, Belle Bouhann and John W. Fleming are respondents; and that you 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 9th day of Jan. A. D. 1883
J. D. Bonquere, Clerk.

Writ returned and filed January 19th 1883
As commanded by the foregoing writ of Partition, I have executed the same by the order of B. F. W. Bonds, Samuel De Gode and Char. S. Lee, causing said partition to be made, as will appear by the report of the Commissioners, herewith returned.

Service 1.20, Mileage 2.00, Executing writ and returning Commissioners 1.20
Report of Commissioners 2.00, Com. Fee, 10.00, Total \$16.40

Given under my hand, this 19th day of January A. D. 1883
John W. Bondick, Sheriff

Commissioners Report
Benjamin H. Fleming Plaintiff
John Fleming, et al Defendants
Union County, ss.
Court of Common Pleas.

Return of Court

According to the call of the first duty named said lands at the value, the total estate. One Hundred B. F. W. Bonds Samuel De Gode Char. S. Lee Given

Afterward the Journal by Benjamin H. Fleming

John Fleming upon the return appointed the preceding that not manifest made and of \$2187.20 the correct and the same. As premises at the that said proceeds to the Sheriff proceedings to Benjamin H. Fleming

John Fleming To the Sheriff of Union No. of case 4117 On the Clerk of said Court

Order of Sale The State of Ohio Union County In pursuance of the County of for Partition, now petitioned

In Partition

According to the command of the writ of Partition in this case issued, and on the call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, 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 sum of Fifty one Dollars per acre making the total estimate on said forty two and two thirds (acres by survey) Two Thousand One Hundred and Eighty Seven Dollars and thirty Cents.

B. F. McCombs Com. one day \$1.00 Char. J. Lee, Surveyor one day 5.00
Samuel De Gode, Com. one day 1.00 Samuel De Gode Chain car. one day 1.00
Char. J. Lee, Com. one day 1.00 B. F. McCombs Chain car. one day 1.00
Given under our hands, this 18th day of January, A. D. 1883

B. F. McCombs }
Samuel De Gode } Commissioners
Char. J. Lee }

Afterward on the 9th day of March A. D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows, viz:-

Benjamin H. Fleming, Plaintiff }
vs. }
John Fleming Sr. et al, Defendants }

Entry

This day this cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on the motions to confirm the same, and it appearing that said estate can not be divided by metes and bounds without manifest injury to the value thereof and that said Commissioners have made and returned their appraisal of said premises, to-wit in the sum of \$2187 29 the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same. And thereupon neither of said parties electing to take the said premises at their appraised value, on motion of the plaintiff, it is ordered that said premises be sold at public auction and that an order issue therefor to the Sheriff of Union County, Ohio. And that said Sheriff return his proceedings to this Court without unnecessary delay.

Benjamin H. Fleming, Plaintiff }
vs. }
John Fleming Sr. et al, Defendants }

Court of Common Pleas, Union Co. Ohio
Maysville, March 13th 1883

To the Clerk of said Court:-

Issue Order of Sale in the above case to

Sheriff of Union County, Ohio, returnable according to law.

John W. Brodick, Atty. for Plff.

On the 13th day of March A. D. 1883, an 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:-

In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the January Term, A. D. 1883 in a certain Petition for Partition, now pending in said Court, wherein Benjamin H. Fleming was petitioner, and John Fleming Sr. et al. were respondents, we command

you that, without delay you proceed to sell at public auction, the lands and tenements in the said petition described, to-wit: - Situate in the County of Union, State of Ohio and in Linsburg Township, and bounded and described as follows: Being part of W. M. Surrency Trs. 6199, Beginning at a stone, two hickories and a buckeye, North-East corner to said survey; Thence with the North line of said survey N. 81 1/2° W. 12 1/2' to a stake and two beeches, N. E. corner to Samuel De Jode's land, Thence with the east line of said land S. 8° 30' W. 149 7/100 poles to a stone, then said hickory South-East corner to said Samuel De Jode's land; Thence S. 81 1/2° E. 78 1/2' poles to a stone, beech, ironwood and dogwood corner to L. Vance's land. Thence with the west line of said land, N. 15 1/2° W. 16 1/2' poles to the beginning, containing Partly two and 3/4 Acres of land, more or less, as surveyed by A. S. Murray, County Surveyor, on the 27th day of July 1869 Appraised at Ten Thousand, One Hundred, Eighty Seven and 9/100 Dollars and that your proceedings in the premises you make known to me and Court of Common Pleas at their next term; and have your return and true this writ.

Witness my hand and the Seal of the said Court, at Marysville this 13th day of March A. D. 1883.

Seal

J. D. Bongener, Clerk.
By W. W. Kinget, Deputy Clerk.
1883. Endorsed as follows, viz: -

Writ returned and filed
Sheriff's Return

Shuff's Ret

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 14th day of April A. D. 1883 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 there came Victor E. Bonham who bid for the same Twenty-Two Hundred and Twenty-Five Dollars (\$2225.⁰⁰), 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 1.76, Copy to Printer 30, Roundage 16.68, Deed 2.00 Record and Stamp for writ 2.00, Printed Fee 12.00, Total \$35.04

John Kobenack Sheriff
Union County, Ohio

On the 25th day of April, A. D. 1883, the following Proof of Publication was filed with the Clerk of said Court, viz: -

Sheriff's Sale.

Proof of Publication

Benjamin Blessing, Plaintiff }
vs. }
John Blessing, et al. Defendants }
Court of Common Pleas, Union County, Ohio.
Order of Sale in Partition

By order 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 north door of the Court House in Marysville, Ohio, on Saturday, April 14th, 1883, 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 Linsburg, County of Union, State of Ohio, and being known and described as part of W. M. Surrency, Trs. 6199. Beginning at a stone, two hickories

and a buckeye, said survey, N. 81 1/2° W. 12 1/2' poles to a stone, land; thence ironwood, corner to 15 1/2° West 162 1/2' acres of land, on the 27th of Terms of Sale in two years

J. W. Bowditch
The undersigned notice was published in the "Tribune", a newspaper published in this county

Return to court

Afterward published by the Benjamin W. Blessing

entry 4117

John Blessing
proceeding the former order that the same proceedings of said Sheriff to the purchase that out of the Hundred, \$2225.⁰⁰ proceeds Print, to the said person (including a fluid, to the part of the sum one seventh part thereof, to the said receiver, seventh part fifth, to the residue, to a part of the

and a buckeye, with east corner to said survey; thence with the north line of said survey, N. 81 1/2° W. 13 1/4 poles to an oak and two beech, N. E. corner to Samuel De Good's land; thence with the east line of said land S. 8° 20' West 149 1/2 poles to a stone, elm and hickory with east corner to said Samuel De Good's land; thence South 81 1/2° East 78 1/2 poles to a stone, beech, ironwood and dog wood, corner to L. Vance's land; thence with the West line of said land North 15 1/2° West 162 1/2 poles to the beginning, containing forty two and three fourths acres of land, more or less, as surveyed by A. S. Murray, county surveyor on the 27th day of July, 1869. Appeared at \$2,187 1/100.

Terms of Sale - One-third cash; one-third in one year and one-third in two years with interest on deferred payments.

John W. Oberacker, Sheriff.

J. W. Brodick, Attorney. March 14th, 1883.

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 "Maysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with March 14th, 1883.

W. O. Sherman

Sever to and subscribed before me, this 25th day of April 1883

J. D. Burges, Clerk.

Afterward on the 1st day of May A. D. 1883, an Entry was made by the Court by the Clerk of said Court which reads as follows, viz:

Entry 4117

Benjamin W. Fleming Plaintiff
vs
John Fleming Sr. et al. Defendants

Entry

On motion of the plaintiff, and upon producing the return of the Sheriff of his proceedings and sale, under the former order of this Court, and the Court being satisfied, on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed. And the said Sheriff is ordered by deed duly executed to convey said premises to the purchaser, Victor Bonneau in fee simple. It is further ordered that out of the cash proceeds of said sale to-wit: the sum of seven Hundred, Party-One and 1/100 Dollars (being the one-third part of the entire proceeds of said sale) the Sheriff pay, -

First, To the Treasurer of Union County, Ohio, the taxes due June 20th 1883 on said premises. Second, To the Clerk of this Court the costs of this action (including a counsel fee of \$58. 35/100 to John W. Brodick) taxed at \$126 1/100 Third, To the said plaintiff, Benjamin W. Fleming the one-seventh part of the residue to-wit: Eighty-two and 8/100 Dollars, and the one-seventh part of the notes for the deferred payments.

Fourth, To the said Jane Elizabeth Hopkins the one-seventh part of said residue, to-wit: - Eighty-two and 8/100 Dollars and the one-seventh part of the notes for the deferred payments.

Fifth, To the said Sarah L. Newbome the one-seventh part of said residue, to-wit: Eighty-two and 8/100 Dollars and the one-seventh part of the notes for the deferred payments.

Sixth, To the said Margaret Dilburn the one-seventh part of said
miser, to-wit: Eighty-Two and ⁵/₇ Dollars and the one seventh
part of the miter for the deferred payments.

Seventh, To the said Rosina Scott the one-seventh part of said
miser, to-wit: Eighty-Two and ⁵/₇ Dollars and the one seventh part
of the miter for the deferred payments.

Eighth, The Court find that since the commencement of this action the said
Victor Bonham has purchased the interest of the said John M. Fleming in
said premises and the deed therefor has been duly filed for record in the
Recorder's office of said County. It is therefore ordered that the said interest
of said Victor Bonham, as assignee of the said John M. Fleming being
the one-seventh part of the entire proceeds of said sale and the interest of
Belle Bonham wife of said Victor Bonham, being the one-seventh part
of the entire proceeds of said sale, be deducted from the said purchase
price of said sale, and the same be a payment in full to each of the
said parties above named. And the said Victor Bonham is
required to execute notes and to mortgage to secure the deferred
payments herein, under the Statute,

The said Victor Bonham assumes the payment of the taxes due
or to become due on said premises after the June 1883 payment
thereof.

Attest J. D. Burgher Clerk
By A. B. Burgher Deputy

Filed before his Honor John A. Rice, 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 Third Subdivision of the Sixth
Judicial District of the State of Ohio on the 16th day of April in the year
of our Lord one thousand eight hundred and eighty-three.

Wherefore, to-wit: on the 2nd day of December A. D. 1882, the following
Petition was filed with the Clerk of said Court.

Petition
4142
W. O. Hamilton, Plaintiff

4142

vs.
Hiram Moore, Annie Moore,
Elihu Moore, John Moore and
Minnie Moore, Defendants

Court of Common Pleas
Union County, Ohio

Petition for Partition

The Plaintiff says he is the owner in fee of
the undivided one fifth part of the following described real estate;
Situate in the County of Union and State of Ohio. Bounded and de-
scribed as follows, to-wit: Being part of Virginia Military District in Surveys
Nos. 2201 and 2278. Lying in Jackson Township in said County of Union
Being eighty-five acres of land recently owned and occupied by Hiram
Moore, now deceased and bounded on the South by the town line of Marysville
line, on the West by what is known in said Township as the Common
Road, on the North by lands of F. Ostrill, and on the East by the lands of
Samuel H. Snowden; and is entitled to partition of the same.
Plaintiff further says that the Defendants, Annie Moore, Elihu Moore
John Moore and Minnie Moore are tenants in common with him in
said lands, and each of said defendants is the owner in fee of the

undivided one
the defendant
or article of cap
to the one and
two years from
lands any
such case, and
set off to him
by virtue of his

State of Ohio,
W. O. Hamilton
forgiving Petition

Seal
Hamilton, Clerk

W. O. Hamilton
Plaintiff
vs.
Hiram Moore
Annie Moore
Elihu Moore
John Moore
Minnie Moore, Defendants

Summons
4142

On the 2nd
Clerk of said

The State of
Union County
The common
and John M.
W. O. Hamilton
and that in
petition of said
Office of said
rendered acc
on the 11th day

Seal

Summons

In actions for
What returned
The State of
Union County
ten o'clock
December 4
copy thereof

undivided one fifth part thereof and entitled to partition thereof, and further that the defendant Mrs. J. Moore has an interest in said land by virtue of a lease or article of agreement between herself and the Plaintiff, by which she is entitled to the use and occupation of the plaintiffs undivided one fifth part thereof for two years, from April 1st 1883. Therefore Plaintiff prays that Partition of said lands may be made by the Court according to the provisions of the Statute in such cases made and provided, and that his one fifth part thereof may be set off to him in severalty according to said Mrs. J. Moore, with right to choose by virtue of his said Lease.

P. R. Kees, Atty for Plaintiff

State of Ohio, Union County ss.

H. C. Hamilton, Plaintiff herein being sworn says the allegations in the foregoing Petition are true.

H. C. Hamilton

Sworn to before me and subscribed in my presence by said H. C. Hamilton, this 1st day of December 1882

Seal

S. O. Van Winkle, Notary Public

H. C. Hamilton, Plaintiff

Court of Common Pleas, Union County, Ohio
Waynesville, December 2nd 1882

Mrs. J. Moore, et al. Defendants

In the Clerk of said Court:-

Issue summonses in the above case to the Sheriff of Union County for the defendants, Mr. J. Moore, Annie Moore, John Moore and Elmer Moore, returnable according to law.

P. R. Kees, Atty for Plaintiff.

On the 2nd day of December A. D. 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:
The command goes to notify Mrs. J. Moore, Annie Moore, Elmer Moore, and John Moore that they and Minnie Moore have been sued by H. C. Hamilton in the Court of Common Pleas of Union County, and that unless they answer by the 30th day of December A. D. 1882, the petition of said H. C. Hamilton 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 11th day of December A. D. 1882.

Witness my hand and the seal of said Court, this 2nd day of December A. D. 1882.

Seal

J. Q. Buegner, Clerk

An action for Partition, P. R. Kees, Plaintiff's Attorney.
Writ returned and filed, December 7th 1882, Enclosed as follows:-

The State of Ohio,
Union County, ss.

Sheriff's Return.

Received this writ December 2nd A. D. 1882, at ten o'clock A. M., and pursuant to its command, on the 8th day of December A. D. 1882, I served the same by delivering a certified copy thereof with the endorsements thereon to each of the within named

Defendants, I also left a copy of this writ at the residence of David Peck, he being the party who sold volume, John Moore (minor) recd.
Fees 75; Mileage 2.50, Copy fee, Total \$ 5.25

John W. Johnson, Sheriff.

H. O. Hamilton, Plaintiff

vs
Mr. F. Moore et al. Defendants

Court of Common Pleas, Union County, Ohio
Waynesville, December, 2nd 1882

In the Clerk of said Court:-

Issue Summons in the above case to the Sheriff of Delaware County for the defendant Minnie Moore returnable according to law.

P. R. How Attorney for Plaintiff

Summons.

The State of Ohio

Union County, ss.

To the Sheriff of the County of Delaware, Greeting:

We command you to notify Minnie Moore (said to be living at James Wiggins) that she and others have been sued by H. O. Hamilton in the Court of Common Pleas of Union County, and that unless they answer by the 30th day of December A. D. 1882, the petition of the said H. O. Hamilton 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 11th day of Dec. A. D. 1882.

Witness my hand and the seal of said Court, this 2nd day of December A. D. 1882.

[Seal]

J. P. Burgner, Clerk.

In action for Partition; P. R. How, Plaintiff's Attorney.

Writ returned and filed December 7th 1882. Ordered as follows:-

The State of Ohio

Delaware County, ss.

Sheriff's Return

Received this writ on the 4th day of December A. D. 1882 at 2 o'clock and proceeded to its execution on the 6th day of December 1882. I read the within Summons on the within named defendant, Minnie Moore by delivering to her a true and certified copy of this writ with the endorsement thereon.

Fees 30, Mileage 2.50, Copy 25, Return and Docket 25; Total \$ 3.30

William W. Sheriff, Delaware County, Ohio.

By J. E. White Deputy.

Afterward, on the 22nd day of December A. D. 1882 an Answer was filed with the Clerk of said County, which reads as follows, to-wit:-

H. O. Hamilton, Plaintiff

vs
Mr. F. Moore, et al. Defendants

Court of Common Pleas, Union County, Ohio
Answers.

And now come the defendants Anna Moore in her own proper person and Thomas Elmer Moore, John H. Moore and Mabel Moore, by J. D. Peck their legal guardians, and file their answer to plaintiff's petition and say: that they are each, as children and heirs at law of Thomas M. Moore deceased, entitled to the undivided one fifth part of the premises described in plaintiff's

petition and to that they are entitled to their share of the premises set off to them; defendants said premises such partitioned fifth of said premises he has prayed

The State of Ohio Union County Thomas Elmer Moore Anna Moore as their legal is still such of allegations can be truly belie

Known to by this 22nd day

Afterward

Journal by the H. O. Hamilton

by his attorney petition, answer on consideration of this action do further file is seized and do further file and Mabel H. O. Hamilton in fee of the It is therefore County of Union H. J. Perry on following part and to said Mabel Moore ordered that H. O. Hamilton

Plaintiff vs Mr. F. Moore et al in Partition

petitioners and together to the undivided four-fifths thereof in fee. They further say that they are willing that the plaintiff have his undivided one-fifth part of said premises set off and assigned to him in exactly as he has prayed in his petition. These defendants, however, say that they do not object of these division partitions of said premises in their behalf and say it would be greatly to his injury to have such partition made at this time. These defendants therefore pray that four-fifths of said premises be set off to these jointly and one fifth to plaintiff, as he has prayed, and for all proper relief.

A. S. Carpenter, Atty. for Defendants.

The State of Ohio
Union County, ss. J. L. Fish being sworn says that the above named Thomas Elmer E. Moore, John W. Moore and Mabel Moore, defendants herein are minors and that he has been duly appointed and qualified as their legal guardian by the Probate Court of Union County Ohio and is still such guardian. Offiant further says that the facts stated and allegations contained in the foregoing answer of defendants are true as he truly believes.

James L. Fish

Sworn to by J. L. Fish before me and signed by him in my presence this 22nd day of December A. D. 1882

J. D. Burgher, Clerk.

Afterward on the 9th day of January A. D. 1883 an Entry was made on the Journal by the Clerk of said Court which reads as follows, viz:-

Entry 4142

H. O. Hamilton Plaintiff

vs.

Wm. J. Moore, et al. Defendants

Entry

And now comes the said H. O. Hamilton by his attorney and thereupon this cause came on to be heard upon the petition, answers of defendants 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 had by defendants according to law and the Court do further find that the said H. O. Hamilton has a legal right to and is seized in fee simple of one fifth part of said premises. And the Court do further find that Anna Moore, Thomas Elmer E. Moore, John W. Moore and Mabel Moore are tenants in common in said premises with said H. O. Hamilton in the following proportions to-wit: - each are seized in fee of the one-fifth part thereof.

It is therefore ordered that a writ of partition issue to the sheriff of said County of Union commanding him that by the order of A. S. Murray H. J. Perry and Lorenzo Cheney partition be made of said lands in the following proportions, to-wit: - To said H. O. Hamilton one-fifth part and to said Anna Moore, Thomas Elmer E. Moore, John W. Moore and Mabel Moore the remaining four-fifths thereof jointly. And it is further ordered that the sheriff return his proceedings in the premises forthwith

H. O. Hamilton, Plaintiff

Court of Common Pleas, Union County Ohio
Mansville, January 19th 1883

Précise

vs.
W. J. Moore et al. Defendants

To the Clerk of said Court: - Ebenezer O'Brien
in Partition in the above case, returnable according to law. P. R. Keen, Plffe. Atty

On the 20th day of January A. D. 1883, a Writ of Partition was issued by the Clerk of said Court which reads as follows, viz:

Writ of Partition

Writ of Partition 4142

The State of Ohio Union County, ss. In the Sheriff of said County, Returning: We command you, that without delay, by the order of A. S. Murray, O. J. and L. Cheney causing partition to be made of the following described premises, situate in the County of Union and State aforesaid, to-wit: Being part of Va. M. District in surveys 9901, 10780 lying in Jackson Township in said County of Union, being eighty five acres of land recently owned and occupied by Thomas B. Moore now deceased and bounded on the South by the Jewellville Treaty Line; on the West by what is known in said Township as the Cameron Road; on the North by the lands of P. Nuttall, and on the East by the lands of Samuel H. Hamilton among the persons named herein, and in the following proportions, to-wit: - To H. B. Hamilton one-fifth part, to Annie Moore, Thomas Elmer E. Moore, John W. Moore and Mabel Moore the remaining four-fifths jointly, 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 H. B. Hamilton is petitioner and the said Annie Moore, Thomas Elmer E. Moore, John W. Moore and Mabel Moore are respondents; and that your proceedings on 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 O. this 20th day of January A. D. 1883.

Seal

J. A. Burgener, Clerk.

Sheriff's Return

Sheriff's Ret.

We commanded by the foregoing Writ of Partition, I have executed the same by the order of A. S. Murray, O. J. and L. Cheney causing said partition to be made, as will appear by the report of the Commissioner, herewith returned. Since 6, Mileage 2.72, Executing Writ and Serving Sum. 1.20, Report of Com. 2.00, Total \$6.⁵² Com. Jus \$7.⁰⁰ Please render my hand, this 1st day of February A. D. 1883.

John H. Obernack, Sheriff.

Commissioner's Report

Com. Report

H. B. Hamilton, Plaintiff Union County, ss. Court of Common Pleas. Against Mrs. S. Moore et al. Defendants In Partition

According to the command of the Writ of Partition in this case issued, and on the call of the Sheriff of said County, we the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, do make partition to said H. B. Hamilton so much of said premises as are contained within the following bounds: - Beginning at a stone in the center of the Woodburn Road and South West corner to P. Nuttall's land; thence with the south line of said land N 81° E 69⁵⁰ poles to a stake; thence S 7° E 39 poles to a stake; thence S 81° W 69⁵⁰ poles to a stone in the center of said Woodburn Road; thence with said

road N 9° W 39 poles to a stone in the center of said Woodburn Road; thence with the south line of said land N 81° E 69⁵⁰ poles to a stake; thence S 7° E 39 poles to a stake; thence S 81° W 69⁵⁰ poles to a stone in the center of said Woodburn Road; thence with said

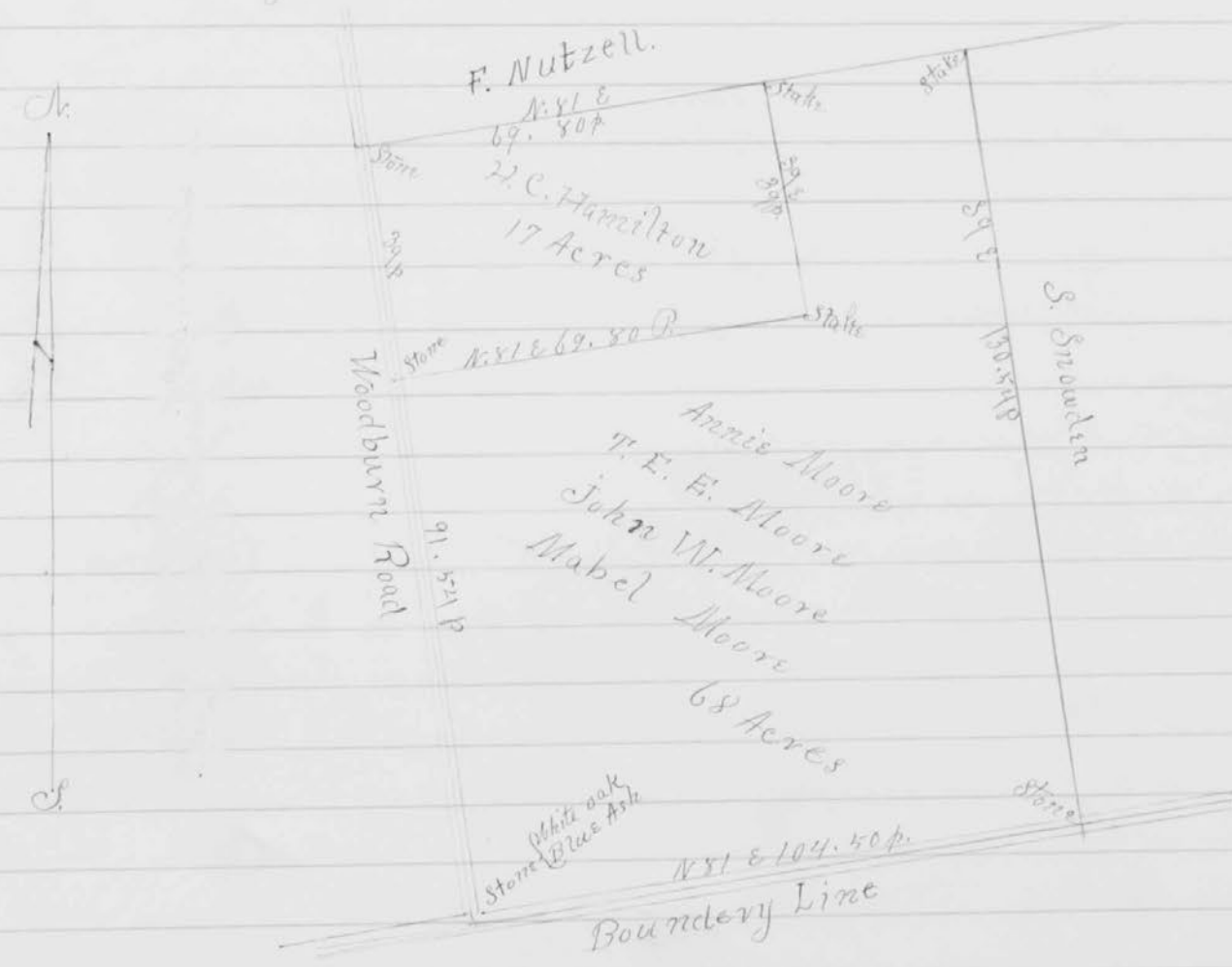


Commissioner A. S. Murray

Afterward Journal by the H. B. Hamilton vs. Mrs. S. Moore upon produce heretofore appraised and found in records of this Court

Entry 4142

road N. 9° W. 39 poles to the beginning, containing several acres and being part of Surveys No. 9901 and 10780.
 To the said Annie Moore, Thomas Ebenezer Moore, John W. Moore and Mabel Moore, as tenants in common so much of said premises as are contained within the following borders:— Beginning at a stone (small white oak and blue ash) at the intersection of the Woodburn Road with the Boundary Road in the Guilford County line; thence with said Woodburn Road N. 9° W. 91 ⁵/₁₆ poles to a stone; thence N. 81° E. 69 ⁸/₁₆ poles to a stake; thence N. 9° W. 39 poles to a stake in the South line of A. Nutzell's land; thence with said line N. 81° E. 34 ⁷/₁₆ poles to a stake at the North West corner of S. Snowden's land; thence with the West line of said land S. 9° E. 130 ⁵/₁₆ poles to a stake at the South West corner of said S. Snowden's land in the said Boundary Road on the Guilford County line; thence with said line S. 81° W. 104 ⁵/₁₆ poles to the beginning; containing sixty-eight acres more or less— Being part of Surveys No. 9901 and 10780.



Commissioners each one day \$1.00 = \$3.00
 A. S. Murray Surveyor one day 4.00 = 4.00
 \$7.00

Given under our hands, this 30th day of January, A. D. 1883.

A. S. Murray
 O. Perry
 L. Shury
 Commissioners.

Afterwards on the 10th day of May A. D. 1883 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:—

Entry 4142
 H. B. Hamilton, Plaintiff
 vs.
 Mrs. J. Moore, et al. Defendants
 Court of Common Pleas, Guilford County, N. C.

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 are hereby approved and confirmed.

It is therefore ordered and decreed that the said W. D. Hamilton have and possess the lands so assigned to him and that the other Defendants have and hold jointly the parts and portions so set off and assigned to them jointly and the Clerk is hereby directed to have so much of this deed as will show the transfer of title to the several parties put upon record in the office of the Recorder of this County. And it is further ordered that the costs of this action, including a counsel fee of \$100 to P. R. Kline Attorney for Plaintiff for services therein, taxed at \$100 to be paid by the parties in the following proportions, to-wit: - W. D. Hamilton one-fifth part thereof and the Defendants James Moore, John W. Moore, Thomas E. Moore and Rachel Moore jointly pay the four-fifths part thereof.

Attest J. Q. Burgeson Clerk.
By A. R. Burgeson, Deputy.

Placed before His Honor John A. Price, Judge of a Court of Common Pleas herein and held at the Court House in the town of Mansfield within and for the County of Union of the Third Subdivision of the Sixth Judicial District of the State of Ohio on the 16th day of January in the year of our Lord one thousand eight hundred and eighty three.

Whence to-wit: On the 31st day of May A. D. 1883, the following Petition was filed with the Clerk of said Court: -

Petition
4254

Elizabeth A. Stewart, Plaintiff

vs.

Emoch Stewart,

Emily Johnson ^{nee} Benj. Johnson her husband,
Marrett E. Miller ^{nee} Edw. Miller her husband,
Cecilia Kennedy ^{nee} Henry C. Kennedy her husband,
James Williams, William Williams, Addison Williams
James Williams are infant under fourteen years,
Jessie Williams are infant under fourteen years,
Anderson Williams are infant under fourteen years,
Betsy Williams are infant under fourteen years,
and Olive Stone a minor, Defendants

State of Ohio
Union County
Court of Common Pleas
Petition for Dower.

The Plaintiff Elizabeth A. Stewart says that on the 28th day of April A. D. 1836 she was lawfully married

with one James Stewart and that on the 7th day of April A. D. 1836, said James Stewart died leaving being seized during said coverture of an estate of inheritance in the following property: parts of Townships Nos. 6295 and 5746, patented to James Halaway; it being the southerly part of said tracts: Bounded as follows, to-wit: Beginning at their white stone frame and post, thence N. 52° 50' E. 150 poles crossing Rogers Run at six poles to two sugar trees and a dogwood, in the line of James Hatten survey thence N. 52° 43' E. with another of his lines 220 poles to an ash and oak shortley corner to said Hatten Survey; thence N. 37° 49' W. 60 poles to a white oak and ash and dogwood; thence S. 53° W. 220 poles to two elms and sugar tree; thence S. 37° E. 12 poles to three sugar trees; thence S. 52° 150 to two buckeye and two sugar trees; thence S. 35° E. 75 poles to the beginning. Containing one hundred and fifty three and three fourths acres more or less. The said property is now claimed by the said

Emoch Stewart - the following children of Wm. Williams, Obedience, Nancy Williams, heirs of the said daughter and Stewart decedent above described E. Miller by the will of said father to Olive Stone seven acres of land of the above said Emoch Williams James Williams, heirs of America of the Will of in East Ohio Plaintiff fault was set off with the said Stewart and should live (Stewart the law, as the therefore entitled prays that a set off and assign thereof and in their should their equal other children Miller, and

State of Ohio
Elizabeth A. Stewart
of the foregoing
Sworn to
A. D. 1883.

[Seal]
Elizabeth A. Stewart
Principals
Emoch Stewart
the above case of
E. Miller and

Enoch Stewart, Emily Johnson, Harriet Miller, Caroline Kennedy and of the following children as heirs of America Williams deceased: Garrison Williams, Addie Williams, Francis Williams, Jennie Williams, Anderson Williams, Lucy Williams; all as the devisees of the will of said James Stewart and heirs of the said James Stewart deceased. That the said Emily Johnson as a daughter and heir at law and by the terms of said Will of the said James Stewart deceased, is now the absolute owner of twenty-six acres of said above described lands, known as lot No. 3 in said Will. That Harriet E. Miller by the terms of said Will of the said James Stewart deceased, is the owner of a life estate in lot No. 4, as known in said Will with the fee to Olive Green, her daughter by a former marriage, being twenty seven acres of the above described lands. Caroline Kennedy is by the terms of said Will the owner in fee of lot No. 5 being twenty five acres of the above described lands as known in said Will. That the said Garrison Williams, William Williams, Addie Williams, Francis Williams, Jennie Williams, Anderson Williams and Lucy Williams are the children of America Williams, who in her lifetime was one of the devisees of the Will of James Stewart deceased, and joint tenants in common in lot No. 2 as known in said Will being twenty five acres thereof. Plaintiff further says that the said Enoch Stewart by the terms of said Will was set off and assigned the family homestead of fifty one acres and with the conditions that he was to care for and provide for said James Stewart and his plaintiff Elizabeth A. Stewart as long as they should live (lot No. 1.) That after the death of the said James Stewart the Plaintiff believing her best interests to be in having her right under the law instead of under said Will, elected to take under the law as the widow of said James Stewart deceased. Plaintiff is therefore entitled to Dower in said premises as afore said. She therefore prays that dower be set off said assigned her out of the lands so set off and assigned in fee to said Enoch Stewart if that be sufficient thereof and that the same be done by meter and bounds, and in case there should not be sufficient of said fifty one acres as heretofore stated then equally the balance of her Dower off the lands as desired to her other children, to-wit: - America Williams, Emily Johnson, Harriet E. Miller, and Caroline Kennedy and for all proper relief

J. W. Kennedy Attorney for Plaintiff

State of Ohio, Marion County, ss.

Elizabeth A. Stewart being duly sworn says the facts and allegations of the foregoing petition are, as she believes, true.

Elizabeth A. Stewart

Sworn to and subscribed before me this 30th day of May A.D. 1883.

John B. Koate Probate Judge

Elizabeth A. Stewart Plaintiff

Enoch Stewart, et al. Defendants

Court of Common Pleas, Marion County, Ohio
Waynesville May 31st 1883

To the Clerk of said Court: - I am Remanded in the above case for Enoch Stewart, Emily Johnson, Benjamin Johnson, Harriet E. Miller and Ellsworth Miller, Caroline Kennedy, Henry E. Kennedy

Practise

Cassius Williams, William Williams returnable according to law.

No. of case 4254 J. M. Kennedy, Attorney for Plaintiff.

On the 31st day of May A.D. 1883, 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 Enoch Stewart, Emily Johnson, Benjamin Johnson, Harriett E. Miller and Ellsworth Miller, Caroline Kennedy Nancy C. Kennedy, Cassius Williams and William Williams, Impleaded with Addie Williams et al. minors, that they have been sued by Elizabeth A. Stewart in the Court of Common Pleas, of Union County, and that unless they answer by the 31st day of June A.D. 1883 the petition of said Elizabeth A. Stewart 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 11th day of June A.D. 1883.

Witness my hand and the seal of said Court, this 31st day of May A.D. 1883

Seal

J. Q. Burgess, Clerk

An action for Assignment of Dower.

J. M. Kennedy Off's Atty

Writ returned and filed June 5th 1883. Enclosed as follows: to wit

The State of Ohio

Union County, ss.

Received this writ May 31st A.D. 1883, at four o'clock P.M., and pursuant to its command, on the 5th day of June A.D. 1883 I served the same by delivering a true copy of this writ with enclosures therein to each of the within named defendants and guardians of its minors except Ellsworth Miller, Benjamin Johnson, Nancy C. Kennedy and William Williams were served with a true copy with same enclosures by leaving it their usual place of residence

Service 1.75, Mileage 1.60, Exp. 2.40, Total \$5.75

John H. Cobensack, Sheriff of Union Co. Ohio

Elizabeth A. Stewart, Plaintiff

vs. Enoch Stewart, et al. Defendants

Court of Common Pleas, Union Co. Ohio
Waynesville, May 31st 1883.

In the Clerk of said Court:-

I have returned in the above case for Addie Williams, and Francis Williams, Jennie Williams, Anderson Williams, Lucy Williams and Olive Green, all minors under fourteen years, except Addie Williams now fourteen, returnable according to law.

No. of case 4254

On the 31st day of May, A.D. 1883, a summons was issued by the Clerk of said Court which reads as follows, to wit:-

Summons

The State of Ohio

Union County, ss.

To the Sheriff of the County of Union, Greeting: We command you to notify Addie Williams, minor, over fourteen years of age and Francis Williams, Jennie Williams, Anderson Williams, Lucy Williams

No. of case 4254

and Olive Green Stewart et al. Common Pleas day of June in the Clerk's judgment rendered on the

Seal

Writ returned The State of Ohio Union County P.M., and filed 1883, I served and returned the same in the Service 1.35, Mileage

Elizabeth A. Stewart

Enoch Stewart

This day this of Guardians of the Court that the Williams and that the neglected for to have given J. M. Kennedy appointed Justice And now accepts said

On the 9th was filed with Elizabeth A. Enoch Stewart Now comes

Entry 4254

Case of Guardians Ad Litem 4254

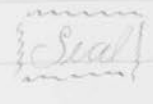
Summons 4254

Receipt

Summons 4254

and Olive Green minors under fourteen years of age implicated with Enoch Stewart et al. that they have been served by Elizabeth A. Stewart in the Court of Common Pleas of Union County, and that unless they answer by the 30th day of June A. D. 1883, the petition of said E. A. Stewart 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 11th day of June A. D. 1883.

Witness my hand and seal of said Court, this 31st day of May A. D. 1883.



J. Q. Burgess, Clerk
In action for Assignment of Dower
J. M. Kennedy, Plffs. Atty.

Writ returned and filed June 5th 1883 Endorsed as follows:-

The State of Ohio,
Union County, ss

Sherriff's Return

Received this writ May 31st A. D. 1883, at four o'clock P. M., and pursuant to its command, on the 5th day of June A. D. 1883, I served the same by delivering a true copy of this writ with the endorsements hereon to each of the within named defendants and the Guardians of the minors.

Service 1.35, Mileage 1.60, Cop. 1.40 Total \$4.35-

John H. Hobensack, Sheriff of Union Co. O

Afterward on the 9th day of July A. D. 1883, an Order was made on the Journal by the Clerk of said Court, which reads as follows, to-wit:-

Order 4254

Elizabeth A. Stewart, Plaintiff
vs.
Enoch Stewart et al. Defendants
Union County Court of Common Pleas

Order of Appointment of Guardian Ad Litem

This day this court came on for hearing upon motions for appointment of Guardian Ad Litem for the minors of this writ: And it appearing to the Court that Addie Williams is a minor over fourteen years of age and that Fannie Williams, Jennie Williams, Anderson Williams, Lucy Williams and Olive Green are minors under fourteen years of age and that they have all been duly served with summons and have neglected for more than twenty days from return day of summons to have Guardian Ad Litem appointed. On motion to the Court by J. M. Kennedy Attorney for Plaintiff, A. H. Holofrath is hereby appointed Guardian for the writ for said defendant minors.

And now comes the said A. H. Holofrath in open Court and accepts said appointment

On the 9th day of July A. D. 1883, the Answer of the Guardian Ad Litem was filed with the Clerk of said Court, which reads as follows, viz:-

Answer of Guardian Ad Litem 4254

Elizabeth A. Stewart Plaintiff
vs.
Enoch Stewart et al. Defendants
Union County Court of Common Pleas

Answer of Guardian Ad Litem

Now comes A. H. Holofrath the Guardian Ad Litem herein appointed

by the Court, and for answer for his wards, to-wit: Addie Williams, Francis Williams, Pauline Williams, Lucy Williams and Olive Green all minors under fourteen years of age except one, Addie Williams and for answer to said petition of plaintiff, says that he knows nothing about the claim set out in the petition for Dower of the Plaintiff and therefore asks the Court to protect their rights in the premises.

A. H. Kollefprath

On the 9th day of July A. D. 1883 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry 4254

Elizabeth A. Stewart Plaintiff

vs.

Union County, Court of Common Pleas.

Enoch Stewart et al. Defendants

Now comes the Plaintiff Elizabeth A. Stewart by her Attorney and this cause came on to be heard upon the petition of Plaintiff and the defendants being in default for answer or demurrer and the Court being fully advised in the premises, do find that the said James Stewart 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 James Stewart deceased. That the said James Stewart died leaving a last will and testament, which was duly proved and admitted to probate; that the said plaintiff has appeared in the Probate Court of this County, and elected not to take under the said will and that she is entitled to have her Dower in the said premises assigned and set off to her as prayed for in her said petition. It is therefore ordered, adjudged and decreed by the Court that the said plaintiff be endowed of one equal third part of the premises as described in the petition, and that the same be set off and assigned out of the lands described in the petition as set off and willed to the said Enoch Stewart if there be sufficient land if not then equally off the other shares as described in said petition pro rata with each other as to quantity; And that a writ issue to the Sheriff of Union County, commanding him that by the order of A. S. Murray, John P. Pease and Simeon Childs, three judicious, disinterested men of the vicinity in the said County who are not of kin to either of the parties and who are hereby appointed Commissioners for that purpose, he set off and assign such Dower to said plaintiff according to law. And that of such proceedings together with the said Commissioners Appraisal of the yearly net value of said real estate estimated from the 31st day of May to the day of such assignment of Dower. The said Commissioners and the said Sheriff make return forth with.

Elizabeth A. Stewart Plaintiff

vs.

Court of Common Pleas, Union Co. Ohio

Marietta July 9th 1883

Enoch Stewart et al. Defendants

To the Clerk of said Court:-

Inwitness

That of Dower in the above case to the Sheriff of Union County, Ohio for Elizabeth A. Stewart

responsible for the same

J. M. Kennedy, Attorney for Plaintiff.

Princip

On the 10th day of July 1883

The State of Ohio

4254

Murray, John P. Pease and Simeon Childs three judicious disinterested men of the vicinity in the said County who are not of kin to either of the parties and who are hereby appointed Commissioners for that purpose, he set off and assign such Dower to said plaintiff according to law. And that of such proceedings together with the said Commissioners Appraisal of the yearly net value of said real estate estimated from the 31st day of May to the day of such assignment of Dower. The said Commissioners and the said Sheriff make return forth with.

It is therefore ordered, adjudged and decreed by the Court that the said plaintiff be endowed of one equal third part of the premises as described in the petition, and that the same be set off and assigned out of the lands described in the petition as set off and willed to the said Enoch Stewart if there be sufficient land if not then equally off the other shares as described in said petition pro rata with each other as to quantity; And that a writ issue to the Sheriff of Union County, commanding him that by the order of A. S. Murray, John P. Pease and Simeon Childs, three judicious, disinterested men of the vicinity in the said County who are not of kin to either of the parties and who are hereby appointed Commissioners for that purpose, he set off and assign such Dower to said plaintiff according to law. And that of such proceedings together with the said Commissioners Appraisal of the yearly net value of said real estate estimated from the 31st day of May to the day of such assignment of Dower. The said Commissioners and the said Sheriff make return forth with.

Seals

Sheriff

As commissioner of the vicinity to be set off and appear by the Sheriff of Union Co. Ohio this 12th day of July 1883

On the 10th day of July A.D. 1853, a Writ of Dower was issued by the Clerk of said Court which reads as follows, to wit:-

Writ of Dower.

Writ of Dower
12 54

The State of Ohio }
Deputy County, ss. }

To the Sheriff of said County, Greeting:

You are commanded you, That-without-delay, by the order of A. S. Murray, John Paver and Simon Childs you cause to be set off and assigned to Elizabeth A. Stewart widow of James Stewart late of said County deceased, one full equal third part of the following real estate, situate in said County of DeWitt and State of Ohio and being parts of surveys Nos. 6295 and 5746 patented to James Hallaway, to-wit: Beginning at three white stone fence one root; thence N. 52° 50' E 150 poles crossing Rodgers Run at six poles to two sugar trees and a dogwood in the line of James Walter Leary, thence N. 52° 45' E with another of his lines 220 poles to an ash and oak crossibly corner to said Walter Leary; thence N. 37° 49' W. 60 poles to a white oak and ash and dogwood; thence S. 53° W. 220 poles to two elms and a sugar tree; thence S. 37° E 12 poles to three sugar trees; thence S. 53° W. 150 poles to a hickory and two sugar trees; thence S. 35° E. 75 poles to the beginning containing 15 3/4 acres, more or less.

It is ordered, adjudged, and decreed by the Court that the said plaintiff be endowed of one equal third part of the premises above described, and that the same be set off and assigned out of the lands set off and willed to the said Emory Stewart if there be sufficient thereof, if not, then equally off the other shares as described in petition per rate with each other as to quantity, in pursuance of an order lately made in our said Court of Common Pleas within and for the said County of DeWitt in a certain Petition for Dower, wherein the said Elizabeth A. Stewart is petitioner and Emory Stewart, Emily Johnson and Benjamin Johnson her husband, Harriett E. Miller and Ellsworth Miller her husband, Caroline Kennedy and Henry O. Kennedy her husband, Corinna Williams nee Williams, Addie Williams, Francis Williams, Jennie Williams, Anderson Williams, Lucy Williams and Oliver Green are respondents, and that in like manner, by the order of the same court, you make a just and true appraisal, 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 done these things Writ.

Witness my hand and the Seal of the said Court, at Mansfield this 10th day of July, A.D. 1853

Seal

J. D. Bangour, Clerk.

Sheriff's Return

Sheriff's Return

As commanded by this writ, I have executed the same by the order of A. S. Murray, John Paver and S. P. Childs three judicious, disinterested men of the vicinity, who are not of kin to either of said parties causing same to be set off and assigned to the widow named Elizabeth A. Stewart as will appear by the Report of the Commissioners herewith attached. Given under my hand this 12th day of July A. D. 1853.

John W. Obermack, Sheriff.

Yield Returned and Filed July 15th 1883

Commissioner's Report

Com. Rep.

Elizabeth A. Stewart, Plaintiff
Against
Enoch Stewart et al. Defendants

Union County, ss.

Court of Common Pleas

According to the command of this Court of Peace in this Court 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 do set off and assign to the above named Elizabeth A. Stewart as her dower, unto so much of the fifty-one acre devised in the will of James Stewart to Enoch Stewart and called Lot No. 1 as is contained within the following bounds, Beginning at three white stones from our post; thence N. 54° E. 110^{3/4} poles to a stone set by W. J. Sager as a division corner between the lands of Enoch Stewart and Amos Williams; thence with the line dividing said lands N. 35° W. 57 poles to a stake; thence S. 35° W. 110^{3/4} poles to a stake in the line of survey No. 4610; thence with said line S. 25° E. 59 poles to the beginning, containing forty seven acres or less. The yearly value of the real estate within described is justly and truly appraised at three dollars per acre after deducting necessary expenses.

For: John Paine Commissioner one dollar
S. B. Child Commissioner one dollar
A. S. Mowry Commissioner one dollar
J. M. Kennedy Clerk of Court one dollar
A. S. Mowry, Attorney four dollars. Total Eight Dollars
Given under my hands this 11th day of July A. D. 1883.

A. S. Mowry
John Paine } Commissioners
S. B. Child }

Witness on the 11th day of July A. D. 1883, our Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry
4254

Elizabeth A. Stewart, Plaintiff

vs.
Enoch Stewart

Court of Common Pleas
Union County, Ohio.

Exhibits Johnson vs Benjamin Johnson,
Robert E. Miller vs Ellsworth Miller
Cecilia Kennedy vs Henry C. Kennedy
Carrus Williams, Williams Williams,
Addis Williams, Fannie Williams,
Janie Williams, Anderson Williams,
Grace Williams vs Olive Gunn, Defendants

Entry

Defendants herein appointed for the assignment of Dower under the former order of this Court and on motion to confirm the same and the Court being fully advised in the premises, find said proceedings and assignment in all respects in conformity to law and hereby approve and confirm the same. It is therefore ordered, decreed and adjudged that the said Elizabeth A. Stewart have and possess the lands so assigned, to-wit: Bounded and described as follows: Beginning at three white stones from our post; thence N. 54° E. 110^{3/4} poles to a stone set by W. J. Sager as a division corner between the

lands of Enoch
said lands N.
the line of survey
containing forty
one equal acres
that Enoch and
that Barrett &
said costs were
Williams, Miller
Anderson Miller
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Please be
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September A. D.
W. G. Miller,
doing business
in the name
Miller and

Petition

4103

J. J. Stewart,
B. Gunn, R. G.
J. M. Morris

action that the
of December
their provisions

" # 130⁰⁰
" Mine
" Miller and
" interest at

"
Second. The
day of Decem
iffs Miller and
following is ca
" # 100⁰⁰

" This
" or order Court
" value received
"

lands of Erskine Stewart and Amrico Williams; thence with the line dividing said lands N. 33° W. 57 poles to a stake; thence S 55° W. 110 poles to a stake in the line of survey N. 46.10; thence with said line S 33° E 57 poles to the beginning containing forty acres more or less. It is further ordered that the plaintiff pay one equal third part of the costs of this suit herein taxed at _____ Dollars that Erskine Stewart pay 2/3 of said costs, that Emily Johnson pay 2/3 of said costs that Bennett & Miller pay 2/3 of said costs, that Caroline Kennedy pay 2/3 of said costs and that the heirs of Amrico Williams deceased, to-wit: Amrico Williams, William Williams, Adair Williams, Francis Williams, James Williams Anderson Williams and Lucy Williams, pay jointly 2/3 of said costs herein tax and it is further ordered that if said costs are not paid within ten days from this date that execution issue therefore.

Attest J. P. Bingham, Clerk
By A. R. Bingham, Deputy

Plen before his Honor John A. Price, 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 of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 16th day of April in the year of our Lord one thousand eight hundred and eighty three.

Wherefore, to-wit: - On the 5th day of September A. D. 1882 the following Petition was filed with the Clerk of said Court: -
 Petition of J. J. Miles, & Bancroft doing business in Ohio, under its laws, in the name firm and style of Miles and Bancroft, Plaintiffs.

Court of Common Pleas
Union County, Ohio.

Petition
4103

vs.
 J. J. Stewart, Wm. R. Porte, R. V. Porte
 B. Gunn, R. H. White, A. Porte and
 J. H. Harris, Defendants

Petition.

First, The Plaintiff says for their first cause of action that the defendants J. J. Stewart and Wm. R. Porte on the 22nd day of December 1881 made and delivered to the plaintiffs Miles & Bancroft their promissory note of that date of which the following is a true copy:

" # 130⁰⁰ December 22nd 1881
 " Fifty days after date we or either of us promise to pay
 " Miles and Bancroft, or order, One Hundred and Fifty Dollars with
 " interest at eight per cent. payable annually. Value Received.
 " J. J. Stewart
 " Wm. R. Porte

Second. The plaintiffs say for their second cause of action that on the 22nd day of December 1881, the defendants made and delivered to the plaintiffs Miles and Bancroft their promissory note of that date of which the following is a true copy: -

" # 100⁰⁰ December 22nd 1881
 " Three months after date, we or either of us promise to pay Miles & Bancroft
 " or order One Hundred Dollars with interest at eight per cent payable annually
 " value received.
 " J. J. Stewart
 " Wm. R. Porte.

First, The plaintiffs say that for their third cause of action that on the 22nd day of December A.D. 1881, the defendants J. J. Stewart and W^m R. Porte made and delivered to plaintiff their promissory note of that date, of which the following is a true copy.

" \$100⁰⁰ December 22nd 1881 "
" Sum payable after date or within of our promise to pay Miles & Bancroft "
" or after One Hundred Dollars with interest at eight per cent payable annually "
" value received - " J. J. Stewart "
" W^m R. Porte "

Fourth, The plaintiffs say that on the 23rd day of December A.D. 1881, to secure the payment of the above described promissory note the defendants W^m R. Porte and R. V. Porte executed and delivered to the plaintiffs their mortgage deed and thereby conveyed to the plaintiff, their heirs and assigns, the following lands and tenements, situated in said County of Union and State of Ohio. Being the undivided one fourth of the following premises: - Being part of Survey No. 7008 and numbered Lot twenty-four (24) or part thereof according to recent surveys of Levi Phelps and bounded and described as follows: - Beginning at a stone witness then down N. E. Corner to W^m Coplands land; and running thence S. 18° E. 144 poles to a stone witness then down and byme S. E. Corner to W^m Coplands land; and running thence N. 72° E. Sixty five (65) poles to a stone witness ironwood; and running thence N. 18° W. 184 poles to a stone witness ironwood and running thence S. 72° W. Sixty five (65) poles to the place of beginning containing Seventy five acres. The condition contained in said mortgage deed was in substance, that if the said W^m R. Porte shall or cause to be paid unto the said Miles & Bancroft or order, the said promissory note herein described in the said petition, then these premises shall be void otherwise to be and remain in full force and virtue.

Fifth, On the 26th day of December A.D. 1881 at nine 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 December 28th 1881 in the Union County Records of Mortgages.

Sixth, The said deed has become absolute. There is due and remaining unpaid upon said indebtedness the sum of Three Hundred and sixty four and Two Dollars with interest at eight per cent from Sept. 6th 1882

Seventh, The defendants D. Lane, R. H. White, A. Porte and J. M. Morris claim to have some lien in said premises - but the plaintiff is ignorant of the nature thereof and he demands proof thereof, the nature and extent of the claims.

Eighth, The plaintiffs ask that said mortgage may be foreclosed, the said premises ordered to be sold and the proceeds applied to the payment of said debt and expenses awarded for balance.

R. L. Woodburn, Attorney for Plaintiff

The State of Ohio }
Union County, ss. } R. L. Woodburn being duly sworn says he is the Attorney of the above named plaintiffs duly authorized in the premises and that the said W. G. Miles and Howard C. Bancroft are not residents of said County of Union, and are now absent from said County of Union - and that the above pleading of the plaintiffs is

founded upon
and that said
that the facts
believes true.

Sub
this 6th day of

Præcipe Miles & Bancroft

as
J. J. Stewart et al.

Issue summons
R. Porte and
use of Mortg
from Septem

On the 6th
Clerk of said C

Summons The State of Ohio
4103 Union County,

The court
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October A.D.
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Seal

In action for
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That returned

Sheriff's Return The State of Ohio
Union County,

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A.D. 1882, I re
enclosures
Service 69, Miles

Præcipe Miles and Ba

as
J. J. Stewart, et

To the Clerk
care for J. J. Ste
J. M. Morris, rec

found that upon preliminary notice for the payment of money; secured by mortgage and that said parties since mortgage are in possession of their affairs, and that the facts stated and allegations in the foregoing pleading are, as affiant believes true.

Sworn to and subscribed before me and signed in my presence this 6th day of September A. D. 1882.

John D. Buggan, Clerk.

Præcipe Miles & Bancroft Plaintiffs

vs

J. J. Stewart et al. Defendants

Court of Common Pleas, Union County, Ohio. Mansville, September 6th 1882

To the Clerk of said Court

I have returned upon the petition in the above case for J. J. Stewart, Wm. R. Ports and R. W. Ports, returnable according to law. Endorsement of Mortgage. Amount Claimed \$364.⁸⁷ with eight per cent interest from September 6th 1882.

R. L. Woodburn Attorney for Plaintiff

On the 6th day of September A. D. 1882, a summons was issued by the Clerk of said Court which reads as follows, viz:-

Summons.

Summons

The State of Ohio }
Union County, ss. }

To the Sheriff of the County of Union, Ohio:—

The command goes to notify J. J. Stewart, Wm. R. Ports and R. W. Ports that they have been sued by Miles and Bancroft in the Court of Common Pleas of Union County, and that unless they answer by the 7th day of October A. D. 1882 the petition of said Miles & Bancroft 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 18th day of September A. D. 1882.

[Seal]

Witness my hand and the seal of said Court, this 6th day of September A. D. 1882.

J. D. Buggan, Clerk.

In actions for Foreclosure of Mortgage. Amount Claimed \$364.⁸⁷ with 8% int. from Sept. 6th 1882

R. L. Woodburn, Plaintiffs Attorney.

Writ returned and filed September 7th 1882. Endorsed as follows, viz:-

Sheriff's Retn

The State of Ohio }
Union County, ss. }

Sheriff's Return

Received this Writ September 6th A. D. 1882, at six o'clock P. M., and pursuant to its command, on the 8th day of Sept. 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 60, Mileage 1.60, Copy 60, Total \$2.80

John H. Coburnack, Sheriff.

Præcipe

Miles and Bancroft Plaintiff

vs

J. J. Stewart, et al. Defendants

Court of Common Pleas, Union County Ohio. Mansville, September 8th 1882

To the Clerk of said Court:— I have returned upon the petition in the above case for J. J. Stewart, W. R. Ports, R. W. Ports, B. Green, R. H. White, A. Ports and J. M. Harris, returnable according to law.

R. L. Woodburn, Plaintiffs Attorney.

On the 8th day of September A. D. 1882, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons

Summons
4103

The State of Ohio,
Union County, ss. } To the Sheriff of the County of Union; Greeting:-
We command you to notify (J. J. Stewart, W. R. Ports, R. W. Ports) B. Green, R. H. White, A. Ports and J. H. Harris that they have been sued by Miles and Bancroft in the Court of Common Pleas of Union County, and that unless they answer by the 7th day of October A. D. 1882, the petition of said Miles & Bancroft 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 18th day of Sept. A. D. 1882. Witness my hand and the seal of said Court, this 8th day of
[Seal] September A. D. 1882.

J. D. Bengough, Clerk

In action for Foreclosure of Mortgage. Amount Claimed \$364.⁸⁷ with 8% int. from Sept. 6th 1882. R. L. Woodburn Plaintiffs Attorney. Suit returned and filed September 19th 1882, endorsed as follows:-

Shriffs Retn.

The State of Ohio }
Union County, ss. } Sheriff's Return
Received this writ September 8th A. D. 1882, at eleven o'clock A. M., and pursuant to its command, on the 18th day of Sept. A. D. 1882, I served the same by delivering a certified copy hereof with the endorsement thereon to each of the within named defendants. Service so, mileage 3.20, Copy 80. Total \$4.80

John H. Cobensack Sheriff

Answer and
Cross Petition
4103

Returned on the 6th day of January A. D. 1883, the following Answer and Cross Petition was filed with the Clerk of said Court, to-wit:-

W. J. Miles, Edward B. Bancroft, doing business in Ohio under its laws in the name firm and style of Miles & Bancroft. Plaintiffs
vs.
J. J. Stewart, Wm. R. Ports, R. W. Ports
B. Green, R. H. White, A. Ports and
J. H. Harris Defendants.
Court of Common Pleas
Union County, Ohio.
Answer and Cross Petition

Know all men these defendants B. Green, R. H. White, A. Ports and J. H. Harris and for their answer and cross petition say that W. R. Ports on the 11th day of March 1882 executed to the defendants B. Green, R. H. White, A. Ports and J. H. Harris, his promissory note for the sum of Seven Hundred Dollars, One in twelve months with interest from date. Second, the Defendants B. Green, R. H. White, A. Ports and J. H. Harris March 11th 1882 to secure the payment of the above mentioned note say that the said Wm. R. Ports and R. W. Ports executed and delivered to them their Mortgage Deed, and that they thereby conveyed to the said B. Green, R. H. White, A. Ports and J. H. Harris then heirs and assigns the following lands and tenements, situated in said County of Union and State of Ohio - Being the undivided one fourth of the following premises: Beginning at a stone, witness will line N. E. corner to

William Dapfel witness line corner distance N. 72° - 5' 18" W. 184 poles to the 55 poles to the line lot No. 251 Union County, Ohio. substance, line the said B. Green anti promissory to avoid attorney third, one line was delivered and was received fourth, the said say that the said promissory March 10th 1882 described premises promissory above or prayed for interest from applied on the equity of the

The State of Union County facts stated to Sworn to before

Afterward Journal by the Miles and J. J. Stewart, W. R. Ports, is submitted to a time whose of defendants J. J. in the petition Counsel case his cert. payed the payment of executed and mortgage as that said in Records of W

Entry
4103

William Dopelands land, and running thence South 15° E 184 poles to a stone witness then east by line S. E. Corner to William Dopelands land, and running thence N. 72° E 65 poles to a stone witness ironwood; and running thence N. 18° W 184 poles to a stone and witness ironwood; and running thence N. 72° E 65 poles to the place of beginning, Containing Seventy five acres - Also all of the lot No. 251 in Henry Mansetts addition to the town of Richwood Union County, Ohio. The conditions contained in said mortgage deed was in substance, that if the said Wm R. Ports shall pay, or cause to be paid unto the said B. Green, R. H. White, R. V. Ports and J. K. Norris his promissory note mentioned in said answer and Cross Petition then their parents shall be void, otherwise to be and remain in full force and virtue.

Third, On the 11th day of March 1882 at 12 o'clock P.M. the said mortgage deed was delivered to the Recorder of said County to be by him entered on record and was recorded March 13th 1882 in the Union County Records of Mortgages Book. The said Defendants B. Green, R. H. White, R. V. Ports and J. K. Norris say that the said Wm R. Ports and R. V. Ports are indebted to them on said promissory note the sum of Seven Hundred Dollars with interest from March 10th 1882 - which they say they have the second mortgage on the above described premises - And ask the Court that if the Court think that the said premises above described, - and as are described in said petition, be sold as prayed for in said petition - that sum of Seven Hundred Dollars with interest from March 10th 1882 be ordered to be brought into Court and applied on said note - And such other and further relief as the equity of the case may demand.

R. L. Woodburn Attorney for Defts.

The State of Ohio }
 Union County S.S. } R. H. White being sworn says that he believes the facts stated and Allegations in his foregoing petition to be true.
 R. H. White

Sworn to before me and subscribed in my presence this 6th day of January 1883
 J. P. Prigmore, Clerk.

Afterward on the 8th day of January A. D. 1883 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to wit:-

Entry
4103

Wiley and Bancroft, Plaintiffs }
 vs. }
 J. J. Stewart, Wm R. Ports, }
 R. V. Ports, et al. Defendants }
 This cause coming on for hearing was submitted to the Court upon the pleading, and Evidence; On consideration whereof the Court find that there is due to the plaintiff from the defendants J. J. Stewart, Wm R. Ports on their promissory note set forth in the petition with interest to the first day of this term, the sum of Seven Hundred and Seventy four Dollars and Sixty Cents with interest at eight per cent payable annually. The Court further find that in order to secure the payment of said note the defendants Wm R. Ports and R. V. Ports his wife executed and delivered to said Wiley & Bancroft the plaintiffs, their certain mortgage as in the petition described and on the premises therein described that said mortgage was duly recorded in Book _____ Page _____ of the Records of Mortgages of Union County and is the first and best lien on the

promise decreed in the petition. It is therefore considered and adjudged that unless the defendants J. J. Stewart and Wm. R. Porte 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 at eight per cent payable annually from the 8th day of January 1883. The Court further finds that the condition of mortgage in said mortgage has been broken, and that the said plaintiff is thereby entitled to have the defendants equity of redemption foreclosed. It is further ordered by this Court that unless said defendants pay said costs and judgment as above specified within said ten days from the entry of this decree 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 thereon to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

Upon Motion of James R. Moore, R. W. White, A. Porte, J. W. Morris were permitted by the Court to file their Answer and Cross Motion.

Wm. R. Bancroft Plaintiffs

Court of Common Pleas, Union County Ohio
Marysville February 2nd 1883

J. J. Stewart et al Defendants

To the Clerk of said Court: - Issue Order of Sale in the above case returnable according to law.

R. G. Woodburn, Plaintiffs Attorney.

On the 2nd day of February A. D. 1883, an Order of Sale was issued by the Clerk of said Court which reads as follows, viz:

Order of Sale

Order of Sale
4103

The State of Ohio }
Union County ss. }

To the Sheriff of said County, Meeting: -
Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 9th day of January A. D. 1883 in the case of Wm. R. Bancroft Plaintiffs and J. J. Stewart Wm. R. Porte et al Defendants, it was ordered, adjudged and decreed as follows, to-wit: -
That unless the Defendants J. J. Stewart and Wm. R. Porte 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 the plaintiff herein the sum so found due as aforesaid with int. at 8% payable annually from the 8th day of January A. D. 1883, according to the terms of said mortgage and, an Order of Sale shall issue thereon to the Sheriff of Union County, Ohio. Commanding him to advertise and sell the following described premises, situate in said County of Union and State of Ohio, being the undivided one fourth of the following premises, being part of Survey No. 7008 and numbered lot twenty four - 24 as part thereof according to recent survey of Levi Phelps, and bounded and described as follows: Beginning at a stone witness three rods N. E. corner to Wm. Copeland's lands; and running thence N. 72° E. sixty five poles to a stone witness ironwood; and running thence N. 18° W. 154 poles to a stone witness ironwood; and running thence S. 72° W. sixty five - 65 - poles to the place of beginning, Contain Seventy four acres.

We therefore Command you, That you proceed to carry said order,

judgment and
expose to sale
the Execution,
of said judge
and that you
Please, witness
Wm.
Seal

The State of Ohio }
Union County }
John Golliff }
of said County }
lands and }
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5th day of }
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Appraisal
4103

What amount
On the
Appraisal
The, the
County of
and sworn

judgment and decree with execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the Statute regulating sales in 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 their order with you.

Witness my signature as Clerk of said Court of Common Pleas, and the Seal of said Court at Marysville Ohio this 2nd day of Feb. A. D. 1883
J. O. Bourque, Clerk

Sherriff'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 5th day of January 1883, summon O. S. Neal John Golliff and Thomas Martin 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 5th day of January A. D. 1883, said appraisers returned to me, under their hands and seals, their story and upon actual view of the premises, estimate and appraise the real value in money of the same, at per acre \$ 63.⁰⁰

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 5th day of January 1883, 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 9th day of March A. D. 1883, 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 9th day of March A. D. 1883, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and there and there came A. Ports who bid for the same the sum of Forty-three and 5/100 Dollars, and said sum being more than two thirds of the appraised value thereof, and said A. Ports being the highest and best bidder therefor, I then and there publicly sold and steeck off said lands and tenements to him for said sum of (\$43.⁵⁰) Total Eight Hundred, Fifteen and 1/100 Dollars.

Service 30, Levy 30, Summoning Appraisers and Swearing Appraisers 1.20, Conveying Appraisers 1.00, Making Appraisal 30, Copy of Appraisal 30, Notice to Purcher 30, Making Notice 30, Mileage 2.50, Postage 12.23 Total \$18.⁴⁹ Appraisers fees 3.00, Printers Fee 10.⁰⁰

John Kobrowski Sheriff.

Not returned and filed March 9th A. D. 1883.

On the 9th day of March A. D. 1883, a copy of the Sheriff's Land Appraisal was filed with the Clerk of said Court, which reads as follows:

Sherriff's Land Appraisal

We, the undersigned, disinterested freeholders and residents of the County of Union, and State of Ohio having been duly summoned and sworn by John Kobrowski Sheriff, in and for said County

Appraised 4103

impracticably to appraise, upon actual view, the following described lands and premises, to wit: Situate in said County of Union and State of Ohio, being the undivided one fourth of the following premises: Being part of Survey No. 7008 and numbered lot twenty four (24) as part thereof according to recent survey of Levi Phelps and bounded and described as follows: Beginning at a stone witness three three N. E. corner to Mrs. Copeland's land and running thence N. 72° E. 65 poles to a stone witness ironwood; and running thence N. 18° W. 184 poles to a stone witness ironwood; and running thence S. 72° W. 65 poles to the place of beginning, containing seventy five acres to be sold on the Order of Sale issued from the Court of Common Pleas of said County, in the action of Miles and Bancroft Plaintiffs against J. J. Stewart Mrs. R. Ports et al. Defendants, do forthwith, after actual view of said premises, make returns and say that the same are of the real value in money of Sixty five Dollars per acre.

Given under our hands and seals this 5th day of February A. D. 1853

O. G. Neal Seal
 John Golliff Seal
 T. Wharton Seal

Indorsed as follows: - I hereby certify the within to be a true and correct copy of the original Appraisal in said case

Attest John Hobensack Sheriff

On the 4th day of June A. D. 1853, the following Proof of Publication was filed with the Clerk of said Court, to wit: -

Sheriff's Sale

Proof of Publication
 4103

Miles and Bancroft Plaintiffs

Common Pleas Court
 Union County, O.

vs.
 J. J. Stewart, Mrs. R. Ports et al. Defs

By order 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 north door of the Court House in Mansville Ohio, on Friday, March 7th 1853, 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 Leeburg, County of Union, State of Ohio, and being the undivided one fourth part of the following premises: Being part of Survey No. 7008 and numbered lot twenty four (24) as part thereof according to recent survey of Levi Phelps and bounded and described as follows: Beginning at a stone witness three three north east corner to Mrs. Copeland's land, and running thence North 72° East 65 poles to a stone witness ironwood, and running thence North 18° West 184 poles to a stone witness ironwood; and running thence South 72° West 65 poles to the place of beginning, containing seventy five acres of land Appraised at \$65⁰⁰ per acre.

Terms of Sale - Cash
 John Hobensack, Sheriff

R. L. Woodburn, Attorney
 The State of Ohio,

Union County, ss. } The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks

in the May issue of Union, the following

Sworn to and

On the 7th day of June A. D. 1853, the Clerk of said Court, J. J. Stewart vs.

Entry
 4103

J. J. Stewart

producing the order of this Court in all respects ordered that approved and convey to the said and tenement to all rights of may be found record is now And the Court ing to England that the Sheriff of this county to the Plaintiff do we have and Seventy Acres ordered by the show money cause court

Afterwards made on the

Miles and

Entry
 4103

J. J. Stewart,

ing was sent answer and H. Ports, J. K. that there is a J. K. Morris in the account A. Ports and return, Seven that to secure

in the "Waynesville Tribune," a newspaper of general circulation in the County of Wayne, the first publication beginning with February 7th 1883.

W. O. Shuman
Sworn to and subscribed before me this 7th day of June 1883.
J. P. Bouquien Clerk.

On the 9th day of March A. D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry
4103

Miles and Bancroft Plaintiffs
vs.
J. J. Sherrwood et. al. Defendants

Entry

On motion of the Plaintiff, and on the producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the order of this Court, it is ordered that the said proceedings and sale be and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser Abraham Porte, by and in fee simple the lands and tenements so sold and the said purchaser is hereby subrogated to all rights of the said lien holders in said premises so far as they may be paid hereon for the protection of his title and a writ of possession is awarded to said purchaser in possession of said premises. And the Court coming now to distribute the proceeds of sale amounting to Eight Hundred and Fifteen and ²/₁₀₀ Dollars, it is ordered that the Sheriff out of the money in his hands pay, First the costs of this action taxed at (\$46.²⁵/₁₀₀) Forty six and ²⁵/₁₀₀ Dollars. Second: To the Plaintiffs, Miles and Bancroft the amount heretofore found due them with interest to-wit:- the sum of Three Hundred and Seventy Nine and ⁴/₁₀₀ Dollars (\$379.⁴/₁₀₀). And it is further ordered by the Court that the Sheriff retain the balance of the purchase money in his possession until further orders and this cause continued.

Afterward on the 17th day of April A. D. 1883, an Entry was made on the Journal by the Clerk of the said Court which reads as follows,-

Entry
4103.

Miles and Bancroft Plaintiffs
vs.
J. J. Sherrwood, et. al. Defendants

Entry

This cause now coming on for hearing was submitted to the Court upon the pleadings and the answer and cross petitions of the defendants B. Green, R. H. White, A. Porte, J. H. Morris and on consideration thereof the Court find that there is due to the defendants B. Green, R. H. White A. Porte and J. H. Morris from the defendant Wm. R. Porte on the note set up in the answer and cross petition of said B. Green R. H. White A. Porte and J. H. Morris including interest to the first day of this term, Seven Hundred and Forty six and ²⁰/₁₀₀ Dollars and that to secure the payment of said note the defendants Wm. R.

Porte, and R. V. Porte his wife, executed and delivered to said D. Green, R. H. White, A. Porte and J. H. Harris their certain mortgage as in the answer and cross petition described and the premises therein described, being the same premises as described in the petition. In addition to lot No 251 in Henry Mearns's addition to the town of Richwood. It is therefore considered by the Court that the defendants D. Green, R. H. White, A. Porte and J. H. Harris recover from the defendant Wm. R. Porte the said sum of Seven Hundred and Forty Six and $\frac{2}{100}$ Dollars with interest from the first day of this term. The Court further finds that the said premises described in the answer and cross petition have been sold, excepting Lot No. 251 in the town of Richwood, under the order of this Court upon the foreclosure of a mortgage of the Plaintiffs in the case - and the Court further find after paying the costs and Plaintiffs find that there still remains in the hands of the sheriff the sum of Three Hundred and Eighty Seven and $\frac{5}{100}$ Dollars, and the Court now coming to the further distribution of the balance of the sale - orders that the Sheriff pay to the defendants D. Green, R. H. White, A. Porte and J. H. Harris the balance of the money amounting to the sum of Three Hundred and Eighty Seven and $\frac{5}{100}$ Dollars.

And there still remaining due to the said D. Green, R. H. White, A. Porte and J. H. Harris the sum of Three Hundred and Eighty Eight and $\frac{7}{100}$ Dollars and execution is ordered against the said Wm. R. Porte therefor.

Attest J. R. Buzgner Clerk
By A. R. Buzgner Deputy

Came before His Honor John A. Price, 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 of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 16th day of April in the year of our Lord one thousand eight hundred and eighty three.

On the 14th day of May, A. D. 1883 the following petition was filed with the Clerk of said Court:

Petition
4250

William Davis, Plaintiff
vs.
Alexander Davis, William Oselt, Emma E. Oselt,
Joseph Davis Jr., Catherine Davis and
Clara E. Forsley, Defendants

Court of Common Pleas
Union County, Ohio.

Petition.

To the Court of Common Pleas, Union County, Ohio
Your Petitioner William Davis respectfully represents: First, that your Petitioner together with Alexander Davis, Joseph Davis Jr. and Catherine Davis all of whom reside in said County of Union, are seized of an estate as tenants in common in the following lands and tenements situate in said County of Union and described as follows: Being part of Va. Mil. Survey No. 2459. Beginning at a stake, Oak, hickory and red oak (ash and hickory down) one of the original corners of said survey;

thence S. 35 $\frac{1}{2}$ E. to stone; thence N. 70 $\frac{1}{2}$ W. survey and in E. 3 poles, 2 links. And a correction twenty-five feet, premises being under Joseph Davis, and fifth to and fifth in who owned in his body. The says that the said Emma E. and that good interests of the set off in several parts than than to the State of

William Davis
vs.
Alexander Davis
and Catherine
Davis, William
Oselt, Catherine
Davis and
Clara E. Forsley

Sworn to by

William Davis
vs.
Alexander Davis
and Catherine
Davis, William
Oselt, Catherine
Davis and
Clara E. Forsley

On the 21st of said Court

The State of
Union County
The command
said Clara E.
in the Court
was by the 23rd
against her
will be taken
You will

Principle

Summons
4250

thence S. 33 1/2° E. 72 1/2 poles to a stone (in a townships road; thence S. 54° W. 33 1/4 poles to a stone; thence N. 35 1/2° W. 72 1/2 poles to a stone) in one of the original lines of said survey and in the Avenue Road and from which a red oak tree north 14 1/2° E. 3 poles, 2 links and a birch oak tree S. 88 1/2° W. 3 1/2 poles; thence with said original line correcting the course thence of N. 54° E. 55 1/2 poles to the beginning, containing twenty-five acres. Your petitioner has an Estate of Inheritance in said premises being one equal undivided one fifth part thereof. The said Alexander, Joseph Jr. and Catharine Davis having each alike one equal undivided one fifth part thereof and the said Laura E. Debolt and Clara E. Pinley to one fifth in common which descended to them from George Davis who owned the same in fee simple, and who is now dead without issue of his body. Your petitioner wishing to hold his said interest in severally prays that the said Alexander, Joseph Jr. and Catharine Davis, William and Laura E. Debolt and Clara E. Pinley be made defendants hereunto and that your petitioner interest in said premises as well as the separate interests of the said Alexander, Joseph Jr. and Catharine Davis may be set off in severally; and if the same cannot be done without manifest injury then that the said premises be sold or other order taken pursuant to the Statute in such cases made and provided.

P. B. Cole & Son Attys. for Plaintiff.

William Davis Plaintiff

vs.
Alexander Davis, Joseph Davis Jr. and Catharine Davis, Defendants

William Davis Plaintiff being sworn, says the facts stated and Allegations in the foregoing petition are true as he believes.

Wm Davis

Sworn to before me and subscribed in my presence this 14th day 1853
John D. Grate, Probate Judge

William Davis, Plaintiff

Court of Common Pleas
Union County, Ohio

vs.
Alexander Davis, Joseph Davis and Catharine Davis et al. Defts.

May 14th 1853

Is the Clerk of Said Court:— Issue Summons in the above case for Alex. Davis, William Debolt, Laura Debolt and Clara E. Pinley, being the Defendants hereto, returnable according to law.

P. B. Cole and Son, Attys for Plaintiff

On the 24th day of May A. D. 1853, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:—
Summons

Summons
The State of Ohio
4250 Union County, ss.

To the Sheriff of the County of Union, Greeting:—
The command you to notify Alex. Davis, Wm Debolt and Laura E. Debolt and Clara E. Pinley that they and others have been served by Wm Davis in the Court of Common Pleas of Union County and that unless they answer by the 23rd day of June A. D. 1853, the petition of said Wm Davis against them filed in the Clerk's Office of said Court such petition will be taken as true and judgment rendered accordingly by
You will make due return of this Summons on the 4th

day of June A. D. 1883.

Witness my hand and the seal of said Court, this 24th day of May A. D. 1883.

J. Q. Bouquier, Clerk

In action for Partition, P. B. Cole & Son, Attorneys for Plaintiff.

Writ returned and filed June 1st 1883. Endorsed as follows, to-wit:-

Sherriff's Retn

The State of Ohio,

Union County, ss.

Sherriff's Return.

Received this writ May 21st A. D. 1883, at ten o'clock P. M. and pursuant to its command, on the 26th day of May A. D. 1883, I served the same by delivering a true copy of this writ with the endorsements thereon to the within named Wm. Debolt and by leaving a copy of the same at the usual place of residence of the within named Alex. Davis and E. S. Debit. Clara E. Pinley not served by order of Attorney. Service by Mileage 2.72 Cap. 60, Total \$3.72.

John H. Hohenbach Sheriff.

On the 7th day of July A. D. 1883, an Answer was filed with the Clerk of said Court which reads as follows, to-wit:-

Answer

William Davis, Plaintiff

Alexander Davis, Joseph Davis Jr. Catharine Davis, Defendants

Court of Common Pleas, Union County In Partition.

Now come Alexander and Joseph Jr. and Catharine Davis, three of the Defendants herein and each swears the issuing and service of process and each of them enters their appearance to this action and consents to the prayer of the petition herein and asks that the same be granted.

Joseph Davis Jr. Catharine ^{nee} Davis. Clara E. ^{nee} Pinley.

On the 9th day of July A. D. 1883, an Entry was made on the journal by the Clerk of said Court, which reads as follows, to-wit:-

Decree for Partition

William Davis, Plaintiff

Against Alexander Davis, William Debolt, Emma E. Debolt, Joseph Davis Jr. Clara E. Pinley, Catharine Davis, Dfts.

Common Pleas Court Union County Ohio Decree for Partition

This cause coming on to be heard on the pleadings and evidence, the Court find that the defendants Alexander Davis, William Debolt, Emma E. Debolt had legal notice of the pendency and prayer of the petition and are in default for answer or demurrer and that the petition is thereby confessed by them to be true. And the defendants, Joseph Davis, Catharine Davis, and Clara E. Pinley have filed their answers herein consenting to the prayer of the petition and asking that it be granted. The Court further find that the plaintiff is seized of and has a legal right to the undivided one fifth (1/5) part of said premises and is entitled to hold the same in severalty; and that the defendants are tenants in common with him in the following proportions, to-wit: Alexander Davis is seized of and has a legal right to the undivided

one fifth part, one sixth part, one fifth part, one fifth part, one sixth part of said estate, order issue to the effect of Alfred Scott, free holders of that purpose, proper toors of said premises, thereof it is so make due a William Davis

Alex. Davis, Issue Writ of to the Sheriff

On the by the Clerk of

Writ of Partition 4250

The State of Ohio Union County The common Pleas Court W. Debolt and following due afore said, to (Beginning at down), one of stone in a to N. 33 1/2 W. 72 1/2 and in the 2 links & a correcting the 25-acre answer Writ, to-wit:- to Emma E. Catharine D. in presence within, and Partition, su Alex. Davis & since Davis you distinctly W

{Seal}

one fifth part; Danna E. Debolt is seized of and has a legal right to the undivided one tenth part; Joseph Davis Jr. is seized of and has a legal right to the undivided one fifth part; Catharine Davis is seized of and has a legal right to the undivided one fifth part and Clara E. Pinley is seized of and has a legal right to the undivided one tenth part. It is therefore ordered, adjudged and decreed that partitions of said estate be made in the proportions above described and that an order issue to the sheriff of this County commanding him that, by the oaths of Alfred Scott, W. H. Robt and John S. Smart, three judicious, disinterested free holders of the vicinity who are hereby appointed Commissioners for that purpose, be set off to plaintiff and said defendants certain shares proportions of said estate in severalty, or if the said Commissioners find said premises cannot be divided without manifest injury to the value thereof it is ordered they appraise the same, and of this proceedings make due return.

William Davis Plaintiff } Court of Common Pleas, Union County Ohio
vs. } Mansville, July 10th 1883
Alex. Davis et al. Defendants } To the Clerk of Said Court:-
Issue Writ of Partition in the above case, returnable according to law, to the Sheriff of said County.

P. B. Cole and Son, Plaintiffs Attorneys
On the 10th day of July A. D. 1883, a Writ of Partition was issued by the Clerk of said Court which reads as follows, viz.

Writ of Partition
The State of Ohio }
Union County, ss. } To the Sheriff of Said County - Greeting:-
We command you, that without delay, by the oaths of Alfred Scott, W. H. Robt and John S. Smart you cause partition to be made of the following described premises, situate in the County of Union and State aforesaid, to-wit:- Being part of Va. Military Survey No. 3457. Beginning at a stake, ash and hickory and red oak (ash and hickory down) one of the original corners of said survey S. 35 1/2 E. 72 1/2 poles to a stone in a township road; thence S 54 N. 55 (4) poles to a stone; thence N. 35 1/2 N. 72 1/2 poles to a stone, in one of the original lines of said survey and in the Union Road and fence which red oak bears N. 14 1/4 E. 3 poles 2 links N. a bar oak bears S 88 1/2 N. 3 1/2 poles; thence with said original line connecting the corner thereof N. 54 E. 55 1/2 poles to the beginning containing 25 acres among the persons named herein, and in the following proportions, to-wit:- To William Davis one fifth part, to Alex Davis one fifth part to Danna E. Debolt one tenth part, to Joseph Davis Jr one fifth part, to Catharine Davis one fifth part, to Clara E. Pinley one tenth part. in pursuance of an order lately made in one Court of Common Pleas within and for the said County of Union in a certain Petition for Partition, wherein the said Mrs. Davis is petitioner and the said Alex Davis Danna E. Debolt, Joseph Davis Jr. Clara E. Pinley and Catharine Davis are respondents; and that your proceedings in the premises you distinctly certify under your hand, to one said Court forthwith.

Witness my hand and the seal of said Court of Common Pleas at the Court House in Mansville O. this 10th day of July A. D. 1883.
J. Q. Buegnie Clerk

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Writ of
Partition
9250

{ Seal }

Sherriff Returns

As commorced by the foregoing writ of Partition, I have executed the same by the sale of Wm. H. Robt, M. Scott and John S. Smart causing said partition to be made, as will appear by the report of the Commissioners herewith returned.

Since to, Writings 42, Executing Writ 1.20, Swearing Oath and Report of Com. 1.20 Total \$3.40, Now Paid \$6.00

Given under my hand, This 11th day of July A. D. 1883.
John H. Oberrock, Sheriff.

Commissioners Report

Commissioners Report
William Davis, Plaintiff
Against
Alex. Davis et al. Defendants
Union County ss. Court of Common Pleas.

In Partition

According to the command of the writ of Partition in this case issued, and on the call of the Sheriff of our said County, we the undersigned Commissioners, after being first duly sworn, and upon factual view of the premises and of the opinion that the said lands cannot be divided without manifest injury; and we do estimate the value of the same at Forty five Dollars per acre amounting to three hundred and twenty five dollars \$325.00.

Given under our hands, this 11th day of July A. D. 1883.

Wm. H. Robt
M. Scott
John S. Smart
Commissioners

On the 11th day of July A. D. 1883, the following Election was filed with the Clerk of said Court, viz:

Election 4250
William Davis, Plaintiff
vs.
Alexander Davis, Joseph Davis, Catherine Davis, Emma E. Debolt, William Debolt and Clara E. Binley, Defendants
Union County, Ohio
Court of Common Pleas
Election to take at appraisement

Now comes Alexander Davis one of the above Defendants and hereby makes this his Election to take the premises described in the Plaintiffs Petition at the appraised value as returned by the Court herein, and asks the Court to confirm his said Election.

Alexander Davis

By J. M. Kennedy, His Attorney.

Afterward on the 14th of July A. D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads, as follows, to wit:

Entry 4250
William Davis, Plaintiff
vs.
Alexander Davis, Emma E. Debolt, Joseph Davis Jr. Catherine Davis and Clara E. Binley, Defendants
In Partition.

This cause came on for hearing on the return of the Sheriff and report of the Commissioners

heretofore appraised
proceeding from said
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and proceeding
therefore approved
electing to take
it is ordered
the Court House
Sheriff of Ohio
his proceedings
William Davis

Alex. Davis
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On the 21st
Clerk of said C

Order of Sale
4250

The State of
Ohio
In pursuance
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Petition for P
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Writ returned

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heretofore appointed herein, and on motion to confirm the same, And it appearing from said report that said estate could not be divided by metes and bounds without injury to the value thereof, the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same. And it upon motion of the parties electing to take the estate at its appraised value, on motion of the plaintiff it is ordered that said estate be sold at public auction at the door of the Court House in Marysville and that an order issue therefor to the Sheriff of Union County. And the said Sheriff is ordered to return his proceedings to this Court without unnecessary delay.

Case of William Davis, Plaintiff

vs. Alex. Davis et al. Defendants

Court of Common Pleas, Union County, Ohio.
Marysville July 21st 1883

In the Clerk of said Court:-

Issue an Order of Sale in the above case to be sold one third payments, 1/3 in hand and 2/3 in one and two years according to law.

P. B. Nole and Son, Attys for Plaintiff

On the 21st day of July A. D. 1883, an Order of Sale was issued by the Clerk of said Court, which reads as follows, to-wit:-

Order of Sale in Partition.

Order of Sale
4250

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. 1883, in a certain Petition for Partition, now pending in said Court, wherein William Davis is petitioner, and Alex and Geo Davis 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 and State aforesaid, Being part of Virginia Military Survey No. 3459 beginning at a stake, ash hickory and red oak (ash and hickory down) one of the original corners of said survey S. 35 1/2 E. 72 1/2 poles to a stone in a township road thence S. 54 West 55 (4) poles to a stone; thence N. 35 1/2 West 72 1/2 poles to a stone in one of the original lines of said survey and in the Union Road and from which a red oak bear N. 14 1/4 E. 3 poles 2 links and a bur oak bear S. 88 1/2 W. 3 1/4 poles; thence with said original line connecting the corner stone of N. 54 E. 55 the poles to the beginning containing 25 acres. Appraised at Forty-five Dollars per acre, amounting to \$1125.00; and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term; and have you return and then this writ.

Witness my hand and the Seal of the said Court, at Marysville,

[Seal]

Ohio, this 21st day of July A. D. 1883

J. D. Burgess Clerk.

Writ returned and filed September 3rd 1883, Endorsed as follows:-

Sheriff's Return

Sheriff's Retn

As commanded by this writ, I have caused the lands and tenements herein described, to be duly advertised for thirty days next preceding the

the day of sale, in the Mansfield Tribune, a newspaper printed, and in general circulation in Union County, Ohio: and on the 18th day of August A. D. 1883, 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 interests described in this writ:

William Davis, who bid the sum of One thousand Three hundred and Six dollars and twenty five cents (\$1306 ²⁵/₁₀₀) said sum being more than two-thirds the appraised value; and he being the highest and best bidder, was declared the purchaser.

Since 30, mileage 76, Copy to Printed 30, Postage 9.80, Total 11.36, Debt 2.00 Mortgage and Recording 3.00 Total \$16.26 Printed Form 10.50

John H. Coburnack Sheriff
Union County, Ohio

On the 3rd day of September A. D. 1883, the following Proof of Publication was filed with the Clerk of said Court:

Sherriff's Sale

Proof of Publication
4250
William Davis, Plaintiff
vs
Alex. Davis, et al. Defendants
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 north door of the court house in Mansfield, Ohio on Saturday, August 18th 1883, at or about the hour of one o'clock P. M. on said day, the following described real estate to-wit:- Situate in the County of Union, State of Ohio, and being known and described as part of Virginia Military Survey No. 3457, beginning at a stake, ash hitchy and red oak (ash and hitchy down) one of original corners of said survey, south 35 1/2 east 72 1/2 pole to a stone in one of the original lines of said Survey and in the Avenue road and from which a red oak tree south 14 1/4 east 3 pole 2 links and a bur oak tree south 88 1/2 west 3 7/8 pole; thence with said original line, connecting the corner thereof, north 54 east 55 1/2 pole to the beginning, containing twenty five acres.

Appraised at \$45.00 per acre, amounting to \$1125.00
Sum of Sale: - One-third cash, one-third in one year; one third in two years with interest on deferred payments secured by mortgage.

John H. Coburnack, Sheriff
July 15th 1883.

P. B. Korte & Sons, Attorneys.
The State of Ohio, Union County, ss.
The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the Mansfield Tribune a newspaper of general circulation in the County of Union, the first publication beginning with July 15th 1883.

W. O. Shuman
Known to and subscribed before me, this 3rd day of September 1883
J. A. Bingham, Clerk.

On the day of September 1883 the following resolution to confirm Sale was filed with the Clerk of said Court, to-wit:-
Wm. Davis Plaintiff vs.
Alex. Davis, et al. Defts.
Court of Common Pleas, Union County Ohio

Proven
4250

Plaintiff sworn

On the 7th
by the Clerk of
William Davis
vs.

Alexander Davis
Debolt; Joseph
and Patricia

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order of sale
satisfied that
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Davis the pro
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order that he

Plaintiff
Court the co
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Alexander s
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Thomas E. H
note for the

Motion to Confirm Sale.

Plaintiff moves that the sale heretofore made be confirmed.

P. B. Cole & Son, Attys for Plaintiff

On the 7th day of September A. D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows, viz:—

Entry
4250

William Davis, Plaintiff

vs.

Alexander Davis, Mrs. Debolt, Lanna E.
Debolt, Joseph Davis Jr., Clara E. Pinley,
and Catherine Davis Defendants

Court of Common Pleas, Union Co., Ohio.

Entry

On motion of the plaintiff and on his producing the return of the Sheriff of his proceedings under the order of said sale, the Court having examined the same and being satisfied that they were had in all respects in conformity to law and the order of this Court, hereby approved and confirm said proceedings and sale and the sheriff is ordered to convey said premises to Wm. Davis the purchaser thereof by deed in fee simple. And the Court coming now to distribute said funds in the hands of the sheriff do order that he pay the same; First, To the Treasurer of this County Thirteen Dollars and Fifty-nine Cents. Second: To the Clerk of this Court the costs of this action taxed to Ninetyone and $\frac{3}{4}$ Dollars including a Counsel fee of Forty one and $\frac{1}{2}$ Dollars to P. B. Cole & Son, Plaintiff's Attorneys. Third; And of the rest of said proceeds that he pay to the plaintiff, and to each of the defendants, Alexander Davis, Catherine Davis and Joseph Davis Jr. one fifth part of the cash, to-wit Sixty six and $\frac{1}{2}$ Dollars and to the defendants, Lanna E. Debolt and Clara E. Pinley each one tenth part of the cash proceeds, to-wit:— Thirty three and $\frac{3}{4}$ Dollars. And to the plaintiff, Wm. Davis and each of the defendants Alexander Davis, Catherine Davis and Joseph Davis Jr. one fifth part of the notes for the deferred payments. And to the defendants, Lanna E. Debolt and Clara E. Pinley each one tenth part of the notes for the deferred payments.

Attest J. P. Buegner Clerk.

By A. R. Buegner, Deputy

Then before His Honor John A. Peice, 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 State of Ohio, on the 16th day of April in the year of our Lord one thousand eight hundred and eighty three. Wherefore, to-wit: On the 17th day of March A. D. 1883, the following petition was filed with the Clerk of said Court.

Petition
4222

George S. Hamilton, Plaintiff

vs.
Edgar M. Horn, Pelig. Deans, Administrator
John Horn of Horton Horn, Henry Evans,
Phonator Horn - Sylvanus Taylor & O. J. Monroe
W. H. Davis, S. H. Monroe, The Richmond Union
Building & Savings Association, Andrew M. Neal,
Godman & Thomhill, Union County Bank, Defendants

Court of Common Pleas
Union County
Ohio.

Petition.

The Plaintiff Geo. S.

Hamilton complains of the Defendants and says, that the defendants Edgar M. Horn, John Horn and Phontator Horn on the 14th day of March 1876, executed and delivered to Alexander Grandy, three promissory notes, as follows: one note for \$250⁰⁰ due and payable March 14th 1877; one note for \$250⁰⁰ due and payable March 14th 1878 and one note \$200⁰⁰ due and payable March 14th 1879. Each note bearing 8 per cent interest from date. That on said 14th day of March said Defendants, Edgar M. Horn, John Horn and Phontator Horn to secure the payment of said notes, executed and delivered to said Alexander Grandy, his heirs and assigns a Mortgage Deed, by which they conveyed to said Alexander Grandy his heirs and assigns, the following Real Estate Situate in the said County of Union; described as follows: See Lots Nos 620, 621, 622, 624, 625 and 626 in Abraham and Grindys addition to the village of Richmond, as the same are known and designated on the Plat of said addition. Recorded in the Records of said County. Said Mortgage Deed had therein written certain conditions, as follows to-wit: - Wherein the said Edgar M. Horn, John Horn and Phontator Horn have executed to the said Alexander Grandy three notes of even date hereunto, one for Two Hundred and Fifty Dollars with eight per cent interest due March 14th 1877; One for Two Hundred and Fifty Dollars with eight per cent interest due March 14th 1878, and one for Two Hundred Dollars with eight per cent interest due March 14th 1879. Now if the said Edgar M. Horn, John Horn, and Phontator Horn, or their legal Representatives, shall well and truly pay the above described notes according to the tenor thereof then these presents shall be void: That said Mortgage was duly filed for Record March 25th 1876 and was duly recorded in Book 12, pages 250 & 251. Plaintiff says one of said notes, to-wit: - the note for \$250⁰⁰ due March 14th 1878 was for a valuable consideration duly assigned and transferred by said Alexander Grandy to him, together with the afore said Mortgage and that he is now the legal holder of said note and Mortgage and that the same is unpaid and that the conditions of said Mortgage have been forfeited and the same has become absolute.

That a copy of said

now due and
As a record
1877 said Defend
1st 1878, with
payment of said
the following re
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addition to the
Mortgage to sa
Ded a certain
Grantors herein
note of even da
eight per cent
shall well and
there presents s
"B." Plaintiff
3rd 1877 and
in said mortg
note and that
the sum of \$23
legal title to s
John Horn and
payments of s
B. Monroe, Th
and Thomhill
Evans, Pelig
promiss. The
note be requir
said promise
Horn, Edgar
eight per cent
Mortgage De
declared forfe
be paid by s
inure to the
and sell said
be satisfied for

State of Ohio
Union County
says he has be
going Petition

Sworn to bef
day of March

Probate fee 25 cts

That a copy of said note is hereto attached, marked A, and that there is now due said unpaid thereon the sum of \$406.⁰⁰.

As a record cause of action Plaintiff says that on the 13th day of Oct. 1877 said Defendants executed to Plaintiff their note for \$195.⁰⁰ due Oct. 1st 1878, with interest at eight per cent. from Oct. 1st 1877, and to secure the payment of said note, executed to said Hamilton a Mortgage Deed on the following Real Estate, Situate in Union County, Ohio, described as follows being Lots Nos 620, 621, 622, 623, 624, 625 and 626 in Graham and Handys addition to the village of Richmond being the same lots on which said Mortgage to said Family was executed. That there was in said Mortgage Deed a certain condition written, as follows, to-wit: Whereas the said Grantors herein mentioned, have executed to said George B. Hamilton a note of every date herewith for the sum of \$195.⁰⁰ due October 1st 1878 with eight per cent interest from October 1st 1877. Now if the said Grantors shall well and truly pay said note according to the tenor thereof, then these presents shall be void. A copy of said note is hereto attached marked "B." Plaintiff says that the said Mortgage was duly left for Record Nov 3rd 1877 and Recorded in Book 13 Page 537, and that the conditions in said Mortgage have been forfeited and the same has become absolute and that said note is due and unpaid and there is due thereon the sum of \$285.⁰⁰. Plaintiff says the Defendant B. J. Monroe has the legal title to said premises by deed from said Edgar M. Horn John Horn and Phoroctor Horn in consideration of assuming the payments of said Mortgage and other liens and the other Defendants B. Monroe, The Union Building and Saving Association, Goddard and Thornhill, The Union County Bank, Andrew M. Neal, Henry Evans, Pelig Cranston, have or claim to have liens against said premises. Wherefore Plaintiff prays that said last named Defendants be required to answer and set up their said claims against said premises, and for judgment against said Defendants, John Horn, Edgar M. Horn and Phoroctor Horn for the sum of \$691.⁰⁰ with eight per cent interest thereon from March 16th 1883. And that said Mortgage Deeds may be foreclosed, and the conditions therein be declared forfeited, and that unless said judgment so to be recorded be paid by a day to be named by the Court, that an order of sale issue to the Sheriff of said County, commanding him to advertise and sell said premises in upon execution and that said judgment be satisfied from the proceeds of said sale and for all necessary relief.

P. R. Klein, Atty for Plaintiff

State of Ohio }
Union County ss } George B. Hamilton the Plaintiff being sworn
says he believes the statements and allegations in the foregoing Petition are true.

Geo. B. Hamilton

Sworn to before me and subscribed in my presence this 16th day of March 1883.

Seal

L. B. Ginsley Mayor of Richmond

Probate fee 25 cts. Paid by Plaintiff

Copy of note
 Recd "A" #250.⁰⁰ Richmond, Ohio, March 14th 1875
 " March 14th 1875, after date, we promise to pay to order of
 " Alexander Gandy, Two Hundred and Fifty Dollars with 8 per ct.
 " interest from date. Value received. Edgar M. Horn
 " (Endorsed John Horn
 " Alexander Gandy) Thornton Horn

Copy of note
 Recd "B" #195.⁵⁰ Richmond, Ohio, October 13th 1877
 " October 1st 1878, after date, we or either of us promise to pay
 " to the order of George B. Cammilton, one hundred and ninety
 " four and two dollars with 8 per cent interest from October 1st 1877
 " Value Received Edgar M. Horn
 " John Horn
 " Thornton Horn

Receipts
 George B. Cammilton Plaintiff }
 vs. } Court of Common Pleas Union County
 Edgar M. Horn, et al. Defendants } Mansville Ohio, March 17th 1883
 To the Clerk of said Court: - Above Summons to Sheriff of Union
 County for each of the Defendants except Thornton Horn and enclose
 therein Amoumt Claimed \$691.⁴⁵

P. R. Ken Attorney for Plaintiff.
 On the 17th day of March A. D. 1883, a Summons was issued by
 the Clerk of said Court which reads as follows, to wit: -
 Summons

Summons
 4222 The State of Ohio }
 Union County ss. } To the Sheriff of the County of Union, greeting: -
 The command goes to notify Edgar M. Horn, John Horn, W. J. Moore,
 D. Moore, The Richmond Union Building and Lumber Association,
 Andrew M. Neal, Anderson and Thornhill and the Union County Bank
 that they and others have been sued by George B. Cammilton in the Court
 of Common Pleas of Union County, and that unless they answer by the 14th
 day of April A. D. 1883 the petition of said George B. Cammilton 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 March A. D. 1883.

Witness my hand and the seal of said Court, this 17th day of
 March A. D. 1883.
 J. D. Burgess Clerk
 By W. W. Kingst, Deputy
 P. R. Ken, Plaintiffs Atty.

What returned and filed March 23rd 1883 Endorsed as follows, to wit: -
 The State of Ohio }
 Sheriff of Union County, ss. } Sheriff's Return.

Received this 17th March 17th A. D. 1883, at ten o'clock
 P. M., and pursuant to its command, on the 20th day of March A. D. 1883
 I served the same by delivering a true copy thereof of this writ with endorse-
 ments thereon to each of the within named Defendants.
 Service 1.35, Postage 4.00, Exp. 1.60 Total \$6.⁹⁵
 John Holmback Sheriff

George B. Cammilton
 as
 Edgar M. Horn
 John Horn
 and Pelig Oca
 On the 22nd
 Clerk of said Court

Summons
 4222 The State of Ohio }
 Union County, }
 The command goes to J. J. Moore
 the Clerk of Court
 by the 23rd
 B. Cammilton
 make petition
 You will make
 Return day of

What returned
 The State of Ohio }
 Union County, }
 Received this
 pursuant to its
 record the same
 enclosures
 Service 4.35, Postage

On the 31st
 filed with the
 George B. Cammilton
 Summons
 Cross Petition
 4222 W. J. Moore

and holder of
 in the County
 Edgar M. Horn
 due March
 in the record
 except the same
 shown the same
 was secured
 he claims as
 and consents
 enter his app
 an acct. taken

George B Hamilton, Plaintiff } Court of Common Pleas, Union County, Ohio
vs. } Mayville, March 22nd 1883

Edgar M. Horn, et al. Defendants } To the Clerk of said Court:-
In re: Summons in the above case to the Sheriff of said County for the defendant
Pelig Brewster and Henry Evans, returnable according to law.
P. R. Allen, Atty. for Plaintiff.

On the 22nd day of March A. D. 1883, 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, Ohio:-

The command goes to notify Henry Evans and Pelig Brewster (last named
with G. J. Monroe et al.) that they have been sued by George B. Hamilton in
the Court of Common Pleas of Union County, and that unless they answer
me by the 23rd day of April A. D. 1883, the petition of said Plaintiff, G.
B. Hamilton against them filed in the Clerk's Office of said Court
such petition will be taken as true, and judgment rendered accordingly.
You will make due return of this Summons on the 3rd day of April A. D. 1883.

Witness my hand and the seal of said Court, this 22nd
day of March A. D. 1883.
J. O. Pangborn, Clerk.

This returned and filed April 2nd 1883. Enclosed as follows, viz:
The State of Ohio }
Union County, ss. } Sheriff's Return.

Received this writ March 22nd A. D. 1883, at twelve o'clock P. M., and
pursuant to its command, on the 31st day of March A. D. 1883, I
served the same by delivering a true copy of this writ with all the
enclosures thereon to each of the within named defendants.
Fees 45, Mileage 2.80, Copy 20, Total \$3.⁶⁵

On the 31st day of March A. D. 1883, the following Case Petition was
filed with the Clerk of said Court:-

George B. Hamilton Plaintiff }
vs. } Court of Common Pleas, Union Co. Ohio
John M. Horn, Edgar M. Horn } Answer to Case Petition
G. J. Monroe et al. Defendants }

W. L. Davis says he is the legal owner
and holder of one of the notes described in the mortgage mentioned
in the Plaintiff's Petition given by the Defendants John M. Horn
Edgar M. Horn and Thornton Horn, to-wit:- the note for \$200.⁰⁰
due March 14th 1879, that the same was duly transferred to him
in the usual course of trade and that the same is due and unpaid
except the sum of \$13.¹⁵ paid August 29th 1878, and that there is due
thereon the sum of \$297.⁶⁷ He further says the payment of said note
was secured by said mortgage described in Plaintiff's Petition and
he claims an interest in the premises described in Plaintiff's Petition
and consents to be made a party defendant herein and hereby
enters his appearance and asks the said mortgage be foreclosed, and
an acct. taken of the acct. due upon said note and that unless

the same is paid by a day to be fixed by the Court that an order of sale issue to Sheriff of Union County commencing time to sell said premises as upon execution and that the proceeds thereof be applied on the several claims against said property, according to priority thereof and for all necessary charges

P. R. Howe, Atty for said M. G. Davis

State of Ohio }
Union County ss. } P. R. Howe, being sworn, says he is the Attorney for said Defendant M. G. Davis, and that this pleading is founded upon an instrument of writing for the payment of money and that the same is now in his possession and that he believes the allegations in the foregoing Cross Petition, are true.

P. R. Howe.

Subscribed before me and subscribed in my presence this 30th day of March 1883.

{Seal}

L. W. Vandwinkle, Notary Public

Note " \$200⁰⁰ Richmond Ohio, March 14th 1876 "
" " March 14th 1879 after date we promise to pay to the order "
" of Alexander Handy, Two Hundred Dollars with 8 percent interest "
" from date. Value received. Edgar M. Howe "
" " John W. Howe "
" " Thornton Howe "
" August 27th 1878. And on the within note \$15.¹⁵ "
" Richmond Ohio, Oct 9th 1876, I guarantee the payment of this note "
" " Alex. Handy "

Afterwards on the 12th day of April A. D. 1883, the following Answer and Cross Petition was filed with the Clerk of said Court:-

George B. Hamilton Plaintiff }
vs } Court of Common Pleas, Union County, Ohio.
Edgar M. Howe, John W. Howe } Answer and Cross Petition
C. J. Morrow et al, Defendants }

And now comes Sylvanus Taylor and consents to be made a party Defendant and enters his appearance herein and says, that on the 20th day of December 1878 C. J. Morrow, executed to John W. Howe his promissory note for \$222.⁵⁰ by which he promised to pay said amount April 1st 1881, with interest from April 1st 1877, and to secure the payment thereof, he executed a mortgage deed upon the undivided, one half of the premises described in Plaintiff Petition, the conditions of which were that if said C. J. Morrow should pay said note, then said conveyance should be void. That said mortgage was duly recorded in Union County Records of Mortgages May 28th 1879; That said Morrow did not pay said note except \$72.²⁵ paid March 7th 1881; that the conditions of said mortgage have been broken and the same has become absolute and that there is now due on said note the sum of \$195.⁰⁰ That said note and mortgage was in due course of trade, duly assigned and transferred to him the said Sylvanus Taylor and he is now the legal owner and holder of the same. As a second ground of Action said defendant.

Taylor says that John W. Howe has induced - from date Howe a mortgage the conditions according to the said C. J. Morrow said conditions become absolute trade, for an accident him the said holder thereof. Therefore, since be taken of the may be forced to be paid to the order of sale is said promise payment of it

State of Ohio
Union County
for the Defendant
based upon a
and the same
the foregoing,
Subscribed before

Afterwards, said
Petition was filed
George B. Hamilton
4222 vs
Edgar M. Howe
" now comes " P.
corporations do
Answer, and to
the 8th day of
said Richmond
note of which
" \$1000.⁰⁰
" I promise
" provision the
" advanced lo
" amount pay
" on each of m
" per week acco

Taylor says that on the 5th day of January 1881 said B. J. Monroe executed to said John W. Howe his promissory note for \$400.⁰⁰ payable one year after date with interest from date, and to secure the payment thereof, executed to said John W. Howe a Mortgage deed upon said premises described in Plaintiffs Petition the conditions of which were that if the said B. J. Monroe shall pay said note according to the tenor thereof then the said conveyance should be void. That said B. J. Monroe did not pay said note nor any part thereof, whereby the said conditions of said Mortgage have become broken and said Mortgage become absolute. That said note and Mortgage was, in due course of trade, for a valuable consideration duly assigned and transferred to him the said Sylvanus Taylor and he is now the legal owner and holder thereof and there is due on said note the sum of \$454.⁰⁰

Wherefore, said Defendant Sylvanus Taylor prays that an acct may be taken of the amt. due him on said note and that said Mortgage may be foreclosed and that unless said amt. so found to be due be paid to the said Taylor by a day to be named by the Court, that an order of sale issue to Sheriff of said County commanding him to sell said premises as upon execution and the proceeds applied to the payment of the claims against said premises according to priority.

P. R. Keen Atty. for Deft. Sylvanus Taylor.

State of Ohio

Union County ss. } P. R. Keen being sworn says he is the Atty. for the Defendant Sylvanus Taylor, and that this pleading is based upon an instrument of writing for the payment of money and the same is in his possession and that the allegations in the foregoing, are true as he believes.

P. R. Keen.

Sworn to before me and subscribed in my presence this 5th day of Apr. 1883
M. W. Hill, Justice of the Peace

Afterward, on the 20th day of April, A. D. 1883, the following Answer and Cross Petition were filed with the Clerk of the Court:-

Answer and Cross Petition 4222

George B. Macmillan, Plaintiff
vs.
Edgar M. Allen, et al. Defendants.
Court of Common Pleas, Union County, Ohio

Answer and Cross Petition

Now comes "The Richwood Union Building and Saving Association" a corporation duly organized under the laws of the State of Ohio and for Answer, and by way of Cross Petition herein says:- That on or about the 8th day of May 1874, one Alex. Gandy executed and delivered to said Richwood Union Building and Saving Association his promissory note of which the following is a copy, to-wit:-

" \$1000.⁰⁰ No. 22. Richwood, Ohio May 8th 1874 "

" I promise to pay to the Richwood Union Building and Saving As- "

" sociation the sum of One Thousand Dollars, value received on an "

" advanced loan of Three Hundred and Seventy-five Dollars - the full "

" amount on five shares of stock in said association owned by me "

" on each of which I agree to pay in weekly installments of ²³/₁₀₀ Dollars "

" per week and on Three Hundred and Seventy-five Dollars I agree to "

" pay interest at the rate of six per cent per annum in weekly installments
 " of \$2.00 each with out any relief whatever from obligations or ap-
 " pointment laws. All to be paid until the said association is dissolved
 " according to the constitution and by laws thereof. Should the weekly
 " installments of interest remain unpaid for four weeks, or the weekly
 " dues remain unpaid for thirty days then this note to become due
 " and collectible immediately.

Alex. Gandy.

The said Alex. Gandy and Eliza Gandy his wife to secure the
 payment of interest and dues as in said note stated, on or about the
 8th day of May 1874, executed and delivered to said Association their
 Mortgage Deed upon the following described premises, to-wit: - Situated
 in the County of Union, State of Ohio and being all of Mrs. Mrs.
 (622) Six Hundred and Twenty two. (623) Six Hundred and Twenty three,
 (624) Six Hundred and Twenty four. (625) Six Hundred and Twenty five,
 (626) Six Hundred and Twenty six, in Alex. Gandy's Addition to the village
 of Richmond. For a more specific description reference is hereby made to
 the Record of the Plat of said addition duly recorded in the Records of
 the Recorder's Office at Marysville Ohio. The conditions claimed in
 said Mortgage was as follows: - "Provided, nevertheless and these presents
 are upon this condition, that whereas the said Alex. Gandy has
 executed and delivered to the Richmond Union Building and
 Savings Association of Richmond Ohio, a promissory note of even
 date herewith for the sum of (\$2000.⁰⁰) One Thousand Dollars upon
 the following conditions, to-wit: - The said Alexander Gandy being
 a member of the said association and having at a regular meeting
 thereof bid a premium of 62 1/2 per cent for precedence in taking an
 advanced loan, and having thereby obtained said precedence and
 having received from said association an advanced loan of Three
 Hundred and seventy five Dollars, the full value of five shares of
 stock in said association on each of which five shares of stock he
 agrees to pay a week installment of \$2.00 dollars and on three hun-
 dred and seventy five dollars the amount of said advanced loan
 exclusive of premium for precedence, he agrees to pay interest at the
 rate of six per cent per annum in equal weekly payments of 44/100
 dollar each at each weekly meeting in each month of said associ-
 ation shall be dissolved as provided for in the Constitution thereof.
 The taxes on the premises conveyed by these presents, the fire insurance
 premium on said property, ground rents thereon and all the fines and
 forfeitures according to the constitution and Bylaws of said association
 now if said Alex. Gandy shall punctually pay to the said association
 or its assigns the said weekly installments on said five 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 and Bylaws of said association - then these
 presents shall be void. But if the said Alex. Gandy shall fail to
 pay the said weekly installments or the installments of interest as
 above stated, the taxes, fire insurance premium, ground rents, or

or five and for
 thirty days of
 and this Monday
 that the said
 for Record on
 Recorded in
 also has not
 page has been
 upon said
 July 1st 1881, to
 interest from
 we is now the
 said mortgage
 Wherefore said
 asks that its
 sold, and the
 of its claim
 equity among

State of Ohio
 Union County
 President of the
 That the facts
 Cross Petition
 Sworn to and

Afterward
 Cross Petition
 George B. Ho
 Ay
 Edgar M. Ho
 Defendant
 before Henry W.
 Union County
 D. J. Munroe
 interest at 8%
 March 1882
 Clerk of the Court
 upon the real
 that on the
 said judgment
 the real estate
 the day of
 on cost and
 said judgment

Case and
 Cross Petition
 4222

the sum of \$ and is and has been a subsisting lien on said premises from said March 13th 1882

E. E. Dale, Attorney for Defendant Evans.

State of Ohio, }
Union County, ss } Henry Evans being first duly sworn, says that the facts stated and allegations in his foregoing Answer and Cross Petitions are, as he believes, true.

Sworn to and subscribed before me this 13th day June 1883 by my hands
Henry Evans.
J. Q. Bingham Clerk.

On the 21st day of April A. D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry
4222

George B. Hamilton, Plaintiff

vs.

Entry

Edgar W. Horn, et al. Defendants

This day this cause came on to be heard upon the petition of the plaintiff and the Answer and Cross Petition of the defendants - The Union Building and Saving Association of Richmond, Sylvanus Taylor, W. G. Davis and Henry Evans and the other Defendants filing to answer or demur to said Petition and Cross Petitions; and the Court being fully advised in the premises and upon due consideration do find that there is due and unpaid on the note and mortgage mentioned in Plaintiff's Petition, as his first cause of action, to said Plaintiff the sum of \$406⁰⁰ with interest thereon at 8 per cent, since the 17th of March 1883, and there is due and unpaid, to said plaintiff on the note and mortgage mentioned in Plaintiff's petition as his second cause of action the sum of \$285⁴⁴ making the amount of the Plaintiff's Recovery \$691⁴⁴ with interest at 8 per cent from March 17th 1883, and it is further ordered and decreed by the Court that said mortgages mentioned in said Plaintiff's Petition and in the Cross Petitions of said Defendants be and the same are hereby foreclosed and declared absolute, and that said sum of \$691⁴⁴ being the indebtedness, secured by said mortgage Deeds and the said debts together with the said profit having been duly assigned and transferred to said G. B. Hamilton the Plaintiff, the same is hereby declared to be a lien upon the lands and tenements described therein. It is further found by the Court that there is due, and unpaid to Sylvanus Taylor as alleged in his Cross Petition filed herein the sum of \$649⁰⁰ from W. G. Moore and that the Mortgage Deeds mentioned in said Cross Petition have become absolute, wherefore it is further decreed by the Court that said Mortgage Deeds be foreclosed and said indebtedness of \$649⁰⁰ be declared a lien in favor of the said Sylvanus Taylor, upon the lands and tenements described in said Mortgage Deed. It is further found by the Court that there is due the Defendant W. G. Davis as he alleges in his Cross Petition filed herein the sum of \$297⁶⁷ with interest from March 31st 1883 that the same is declared to be a lien in favor of said W. G. Davis upon the lands and tenements mentioned in said

Petition and Decree that there is due Association upon filed herein, the and that the described in there is due the Cross Petition, a lien upon. Wherefore it said sum of be paid; Turn to the Sheriff of and sell as in Plaintiff's sale into Court of said lien G. B. Hamilton

Edgar W. Horn Issue an order returnable according to No. of Case 4222. Ordered by the

Order of The State of Sale Union County 4222 Whereas, at in and for the cause of G. B. are Defendants to-wit:- that found to be a that are ordered to appraise, and tenements described in the 625 and 626 of Richmond, Platt of said We therefore judgment and that you the Statute the proceeds of decree, with cost make report.

Petition and Cross Petition of the said Davis. It is further found by the Court that there is due the Defendant, The Richmond Union Building and Saving Association upon the note and Mortgage mentioned in the Cross Petition filed herein, the sum of \$
 and that the same is declared a lien upon the lands and tenements described in Plaintiffs Petition and it is further found by the Court that there is due the Defendant Henry Evans as he has alleged in his said Cross Petition, the sum of \$ and the same is declared to be a lien upon said lands and tenements, described in said Petition.

Wherefore it is decreed by the Court that unless each and all of said sums of money hereby found to be due, shall within three days be paid; then it is ordered that an order issue from this Court to the Sheriff of said County commanding him to appraise and sell as upon execution the lands and tenements described in Plaintiffs Petition and that he bring the Proceeds of such sale into Court for distribution by the Court according to the priority of said liens

G. B. Hamilton Plaintiff
 vs
 Edgar M. Horn et. al. Defendants

Court of Common Pleas, Union County, O
 Mansville April 24th 1883

In the Clerk of said Court:-

Issue an order of sale in the above case to the Sheriff of Union County returnable according to law
 No. of Case 4222.

P. R. Moore, Atty for Plaintiff

On the 25th day of April A. D. 1883, an Order of Sale was issued by the Clerk of said Court which reads as follows, to-wit:-

Order of Sale.

Order of Sale 4222

The State of Ohio,
 Union County, ss. In the Sheriff of said County, Acting:
 Whereas, at a term of the Court of Common Pleas held at Mansville in and for said County, on the 21st day of March A. D. 1883 in the cause of G. B. Hamilton Plaintiff and Edgar M. Horn et. al. are Defendants, it was ordered, adjudged and decreed as follows, to-wit:- that unless each and all of said sums of money hereby found to be due shall within three days be paid, then it is ordered that an order issue to the Sheriff of said County commanding him to appraise, advertise and sell as upon execution the lands and tenements described in Plaintiffs Petition as follows, to-wit:-
 Situate in the County and being In Lots Nos. 620, 621, 622, 623, 624, 625 and 626 in Graham and Handys addition to the village of Richmond, as the same are known and designated on the Plat of said Addition recorded in the records of said County.

We therefore command you, That you proceed to carry said order judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the Statute regulating sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest as specified therein; and that you make report of your proceedings 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

Seal

25th day of April A. D. 1883.

J. D. Bergman, Clerk.

Sheriff's Return

Sheriff's Retn

The State of Ohio

Union County, ss. In obedience to the command of the Order of Sale hereunto annexed I did, on the 28th day of April 1883, summon J. R. Gooding, E. E. Berry and G. Frank Bell, 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 28th day of April, A. D. 1883, 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 \$1265⁶³/₁₀₀.

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 25th day of April 1883, I caused to be advertised in the Richmond 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 2nd day of June A. D. 1883 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 2nd day of June A. D. 1883, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and there and there came Sylvanus Taylor who bid the sum of Ten Hundred and Twenty 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 then and there publicly sold and struck off said lands and tenements to him for said sum of \$1020⁰⁰.
Service 30, Levy 30, Summoning and Swearing Appraisers 1.20, Appraising Appraisers 50, Writing Appraisal 30, Copy of Appraisal 30, Notice to Parties 30, Writing Notice 30, Mileage 2.50, Postage 16.00, Total \$22.00.
Appraisers fee 3.00, Notice fee 9.90

John Kobersack Sheriff

Afterward, on the 9th day of June the Proof of Publication was filed with the Clerk of said Court which reads as follows, viz

Proof of Publication 4222

Sheriff's Sale

George B. Hamilton, Plaintiff

On Order of Sale

vs. E. M. Horn, et al. Defendants

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 north door of the Court House in Marysville, Ohio, on Saturday, June 2nd, 1883, 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 Clairborne, County of Union State of Ohio and being known and described as In Lots Nos.

Six hundred and
Six hundred and
Six hundred and
Six hundred and
Village of Richm
of said Address
Appraised at \$
623, \$150⁰⁰; Lot
preparations, \$1

P. R. Horn Att
May 3rd 1883.

State of Ohio,
Union County
advertisment,
five weeks, to-w
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Sworn to and
Signed for \$9.90

Afterward
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George B. Ham
vs.

Sum and
Cross Petition
4222

Edgar M. Horn

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Six hundred and twenty (620), Six hundred and twenty-one (621), Six hundred and twenty-two (622), Six hundred and twenty-three (623), Six hundred and twenty-four (624), Six hundred and twenty-five (625), and Six hundred and twenty-six (626) in Graham and Mandys Addition to the Village of Richmond, as the same are known and designated on the plat of said Addition, recorded in the Records of said County.

Appraised at Lot No. 620, #350⁰⁰; Lot No. 621, #150⁰⁰; Lot No. 622, #116⁰⁰; Lot No. 623, #150⁰⁰; Lot No. 624, #108.³³; Lot No. 625, #108.³³; Lot No. 626, #283.³³. Total appraisements, #1265.⁶⁵. Terms of Sale - Cash

John H. Obermacker, Sheriff, Union County

P. R. Koen Attorney.

May 3rd 1883.

Proof of Publication

State of Ohio,
Union County, ss.

I, Robert Smith, do make oath that the advertisement, of which the annexed is copy, was published for five weeks, to-wit: May 3rd, 10th, 17th, 24th and 31st, A. D. 1883, in the Richmond Gazette, a Weekly Newspaper, printed in, and being of general circulation within said county, and of which I am editor

Robt. Smith

Sworn to and subscribed before me, this 9th day of June A. D. 1883
J. Q. Douglass Clerk.

Afterward, on the 30th day of June A. D. 1883, the following Cause and Cross Petition were filed with the Clerk of said Court, viz: -

Annex and
Cross Petition
4222

George B. Hamilton, Plaintiff }
vs. } Court of Common Pleas, Union Co. O
Edgar M. Howe, et al. Defendants }

Affirmance of Peleg Oramston, Adm. of Skewton's Estate.

And now comes Peleg Oramston and by leave of the Court first had, files his answer herein by way of Cross Petition and says that on or about the day of A. D. 1881, he was duly appointed and qualified and letters were granted to him as Administrator of the estate of Andrew Oram deceased by the Probate Court of Union County Ohio. That as such administrator he recovered a judgment against C. J. Monroe and J. M. Howe by the consideration of the Court of Common Pleas within and for the County of Union and State of Ohio at the January session of 1883 for the sum of four hundred, forty-nine and 6/100 dollars with interest from the 26th day of January 1883. That on the same day, to-wit: the 26th day of January 1883, an execution was by the Clerk of the said Court, issued directed to the Sheriff of said County and who by virtue of said writ made a levy on the premises in the petition described. That no part of said judgment has been paid and that same is in full force and virtue in law.

This defendant therefore prays that the Court would grant an order of sale that said premises may be sold and the said lien by said judgment may be paid in its whole from proceeds of said sale and for all proper relief

Robinson & Piper, Attorneys for Peleg Oramston.

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

Pelig Ounston
Sworn to by Pelig Ounston and by him subscribed in my presence
this 30th day of June A. D. 1883.
J. Q. Bingham, Clerk.

Afterward, on the 9th day of July A. D. 1883, an Entry was made on
the Journal by the Clerk of said Court which reads as follows, to-wit:—

Entry
4222

George B. Hamilton, Plaintiff }
vs. } Entry
Edgar M. Horn, et al. Defendants }

This day this cause came on to be
heard on Motion to confirm the sale made of the property described
in the Plaintiff's Petition and upon producing the return of the Sheriff
of the sale made under the former order of this Court and the Court
on careful examination of the proceedings of the said Sheriff, being
satisfied that the same have been had in all respects in conformity
to law and the order of this Court, it is ordered that the said proceed-
ings and sale be and they are hereby approved and confirmed, and
it is further ordered that the said Sheriff convey to Maria W. Hill widow
of the purchaser Sylvanus Taylor, by deed, according to law, the property
so sold, and the said purchaser is hereby subrogated to all the rights of
said lien holder in said premises, so far as they may be paid here
for the protection of his title, and a writ of possession awarded to put
the purchaser in possession of said premises. It is further ordered that
the Clerk cause satisfaction of the mortgage herein recited upon to be
returned on the Records thereof in the office of the Recorder of Union Co.
And the Court causing same to distribute the proceeds of said sale
amounting to \$1020.⁰⁰ it is ordered that the Sheriff out of the money
in his hands pay:— First, To the Treasurer of this County the
taxes, principal and interest against said property, to-wit \$21.01;
Secondly, The costs of this action, taxed at \$61.11; Thirdly, To the
Defendant, The Richmond Union Building and Savings Associ-
ation the amount found due it, to-wit \$44.50;
Fourthly, To the Plaintiff George B. Hamilton, the amount found due
him upon his first cause of action, to-wit: \$416.⁰⁰
Fifthly, To the Defendant W. G. Davis the sum found due him
with interest, to-wit:— \$302.⁷⁵
Sixthly, To G. B. Hamilton, the amount found due upon his
second cause of action or so much thereof as remains in the hands
of said Sheriff, to-wit: \$170.⁰⁰ To apply as a credit upon the
amount found due on his second cause of action, to-wit: \$285.⁴⁵
with interest from March 17th 1883 at 8 per cent and there still
remaining due to said Hamilton on his said second cause
of action the sum of \$123.⁰⁰.

It is concluded by the Court that he recover of said Edgar M. Horn

and J. W.
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Petition
3982

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and J. M. Howe said sum of (\$123⁰⁰) One Hundred and Twenty Three Dollars and execution is awarded therefor.

Attest J. D. Burgher Clerk.
By A. R. Burgher Deputy.

Plead 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 Adams of the Third Subdivision of the South Judicial District of the State of Ohio on the 16th day of April in the year of our Lord one thousand eight hundred and eighty three.

Wherefore, to wit: - On the 11th day of February A. D. 1882, the following Petition was filed with the Clerk of said Court: -
Billion
3982
Joseph Kelown, Plaintiff }
as. } Court of Common Pleas, Adams County, Ohio.
Thomas Erwin, Defendant } Petition.

The plaintiff says, that on or about the 3rd day of February A. D. 1882, he was in at his residence in the village of Lewis of said County attending to his lawful business, that the said Joseph Kelown on said 3rd day of February A. D. 1882 while this plaintiff was at his said residence, as aforesaid, did unlawfully assault and violently strike, beat and choke this plaintiff. By reason of which unlawful assault and beating by the said defendant the shoulder of this plaintiff was dislocated - that he has suffered great pain, inconvenience and loss of sleep, and put to the expense of employing a physician and has since said 3rd day of February A. D. 1882 until the present time of February 11th A. D. 1882, by reason of the unlawful assaulting and beating by the defendant as aforesaid, been wholly unable to attend to or perform any labor at his trade of mason and bricklayer. The plaintiff says that by reason of the aforesaid injuries received by him at the hands of the said defendant as aforesaid he has sustained damages in the sum of Two Thousand Dollars and for which sum he asks judgment against the said defendant
D. W. Ayer, Attorney for Plaintiff

State of Ohio

Union County, ss. Joseph Nelson being duly sworn says the facts stated and allegations made in his foregoing petition true as he believes true.

Sworn to before me and signed in my presence by the said Joseph Nelson this 11th day of February A.D. 1882.

J. Q. Bouquie Clerk.

Prayer Joseph Nelson Plaintiff

vs. Thomas Erwin, Defendant

Court of Common Pleas, Union County Ohio
Marysville, February 11th 1882

In the Clerk of Said Court:-

Issue a Summons in the above case to the Sheriff of Union County Ohio for the defendant Thomas Erwin returnable according to law. Endorse Amount Claimed \$2000.00.

D. W. Ayers, Atty for Plaintiff

On the 11th day of February A.D. 1882, a summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons

Summons The State of Ohio

3782 Union County, ss. To the Sheriff of the County of Union, Greeting:-

We command you to notify Thomas Erwin that he has been sued by Joseph Nelson in the Court of Common Pleas of Union County and that unless he answer by the 11th day of March A. D. 1882 the petition of said Joseph Nelson 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 20th day of February A. D. 1882.

Witness my hand and the seal of said Court, this 11th day of February A. D. 1882

[Seal]

J. Q. Bouquie Clerk

An action for Damages Amount Claimed \$2000.00

D. W. Ayers, Plffs Atty

Writ returned and filed February 14th 1882, Endorsed as follows:-

The State of Ohio

Union County, ss.

Sheriff's Return

3782 Sheriff's Ret. Received this Writ February 11th A. D. 1882, at four o'clock P. M. and pursuant to its command, on the 14th day of February A. D. 1882, I served the same by leaving a certified copy thereof with the undersigned sheriff at the usual place of residence of the within named defendant, Thomas Erwin. Service 30, Postage 1.75, Exp 20, Total \$2.25

John Kobensack Sheriff

Afterward, on the 18th day of February A. D. 1882, the following answer was filed with the Clerk of said Court:-

Answer 3782 Joseph Nelson, Plaintiff

vs. Thomas Erwin Defendant

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

The defendant Thomas Erwin for his answer to the petition of the said plaintiff says he denies each and every allegation and averment in said petition contained.

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Entry 3782

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Wherefore this Defendant asks that he may go hence without delay and recover his cost

J. B. Cannon Atty for Defendant

State of Ohio }
Waynes County, ss. } Thomas Erwin Defendant being first duly sworn says the facts stated and allegations made in his foregoing answer are true as he believes.

Thomas Erwin

Sworn to before me by said Thomas Erwin and by him signed in my presence this 18th day of February 1852.

J. D. Burgess Clerk

On the 18th day of April A. D. 1853, the following Entry was made by the Clerk in the Journal of said Court, viz: -

Entry 3952

Joseph Nelson, Plaintiff

Entry

vs.
Thomas Erwin Defendants

This day came the parties by their Attys. also came the following named persons as jurors, to-wit: -
Elias Thomas, L. W. Wolcott, O. E. Lincoln, John Morse
J. N. Rodgers, Aaron Torrey, A. S. Chapman, P. J. Myette
James Wooley, Jacob Harris, George Dorr and C. H. Torrence
who were duly impanelled and sworn according to law; and then upon the case came on for hearing on the pleadings and evidence and after hearing the evidence, arguments and charge of the Court the jury retired to their room in the charge of the Sheriff for deliberations; and soon came said jury into open Court with their verdict in writing, signed by their foreman and say in the words and figures following, to-wit

Judicial

State of Ohio } April Term, A. D. 1853

Waynes County, ss. } To-wit: April 15th 1853.

Joseph Nelson, Plaintiff vs. Thomas Erwin Defendant
Who, the jury in this case, being duly impanelled and sworn do find and say that we find for the Plaintiff and assess his damages at \$30.⁰⁰

A. S. Chapman, Foreman

Afterward, on the 10th day of May A. D. 1853, an Entry was made on the Journal by the Clerk of the Court, which reads as follows, to-wit

Entry 3982

Joseph Nelson, Plaintiff

Entry

vs.
Thomas Erwin, Defendant

The jury in this action having at a former day of this term upon inquiry of damages for the Plaintiff, assessed the same against the defendant at \$30.⁰⁰. It is therefore considered by the Court that the Plaintiff Joseph Nelson recover from the Defendant Thomas Erwin the said sum of Thirty Dollars so found due as aforesaid together with his cost herein expended, taxed at \$

Attest J. D. Burgess Clerk
By A. R. Burgess, Deputy

Please before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the town of Marietta within and for the County of Warren of the Third Subdivision of the First Judicial District of the State of Ohio on the 16th day of April in the year of our Lord one thousand eight hundred and eighty three.

Petition
4005

John P. Bailey, Plaintiff
Against
Elliott Young & Harriet L. Young, Defs.

Court of Common Pleas, Warren County Ohio
Petition

The plaintiff says - That at the time of the committing by the defendants Elliott Young and Harriet L. Young his wife, of the grievance herein after mentioned, the plaintiff sustained a good name and character among his neighbors and acquaintances for moral worth and integrity, and was never suspected of the crime of larceny, yet the said defendants well knowing the promise and maliciously trying to injure the good name and character of the said plaintiff and to cause it to be believed that he had been guilty of the crime of larceny on the 22nd day of December A. D. 1881, in a certain discourse which they, defendants, then had of and concerning the plaintiff, and in the promise and hearing of diverse good people, falsely and maliciously spoke and published of and concerning the said plaintiff, the false, scandalous and malicious words following that is to say: "he, meaning the plaintiff, stole our turkeys," and that they "could prove it"; and that "he, meaning the plaintiff, took the turkeys," meaning the ones he, the plaintiff, had stolen, "to Marietta and sold them." And the plaintiff says said defendants have each singly and jointly since said 22nd day of December 1881, on numerous and diverse occasions and to numerous and diverse persons made the same false, scandalous and malicious charge against the plaintiff and at times defendants have, since said 22nd day of December 1881, made the same false, scandalous and malicious charge as above set forth against the children of the plaintiff. Plaintiff says said defendants still continue to make said false, scandalous and malicious charge against plaintiff and against plaintiff's children although requested by plaintiff to withdraw said charge and not to repeat the same. Plaintiff says that by means of the speaking of said defamatory words the said plaintiff has been greatly injured in his good name and character to the damage of the said plaintiff Ten Thousand Dollars. Wherefore plaintiff prays judgment against the said defendants for the said sum of Ten Thousand Dollars, his damages as as aforesaid sustained.

H. T. Carpenter, Atty for Plaintiff.

The State of Ohio }
Warren County, ss. }

John P. Bailey the above named plaintiff being sworn says that the facts stated and the allegations contained in his foregoing petition are true, as he verily believes

Sworn to by John P. Bailey before me and signed by him in my presence this 4th day of April A. D. 1882

J. Q. Burgam Clerk

Receipt

John P. Bailey
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Summons
4005

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Receipts
 John P. Bailey Plaintiff
 vs.
 Elliott Young et al. Defendants
 Court of Common Pleas, Union County, Ohio
 Mansville, April 7th 1882
 To the Clerk of said Court: Issue Summons in above entitled case, returnable according to law. Amount "Action for Slander, damages claimed \$10000.00"

A. T. Carpenter, Attorney for Plaintiff.
 Afterward on the 5th day of April A. D. 1882, a Summons was issued by the Clerk of said Court which reads as follows, viz:-
 Summons.

Summons
 4005
 The State of Ohio,
 Union County, ss.
 To the Sheriff of the County of Union, Indiana:-
 The command given to certify Elliott Young and Harriott Young that they have been served by John P. Bailey 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 John P. Bailey 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 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. D. Bourger Clerk
 In actions for Slander. Damages claimed \$10000.00
 A. T. Carpenter Plaintiffs Attorney

Writ returned and filed April 7th 1882, and docket as follows:-

Sherriff's Return
 The State of Ohio
 Union County, ss.
 Received this Writ April 5th A. D. 1882, at eleven o'clock A. M. and pursuant to its command, on the 6th day of April A. D. 1882, I served the same by delivering a true copy thereof with the endorsements thereon to the parties named Elliott Young and Harriott Young, defendants
 Service 45, Millage 2.40, Copy 40. Total \$3.25.

John Hobensack Sheriff.

Afterward on the 1st day of May A. D. 1882 a Demurrer was filed with the Clerk of said Court which reads as follows, viz:-

Demurrer
 4005
 John P. Bailey Plaintiff
 vs.
 Elliott Young et al. Defendants
 To the Court of Common Pleas of Union County, Ohio

Demurrer
 Now comes the said Elliott Young and answers to the plaintiffs petition in this case and for grounds of demurrer says
 1st. That several causes of action are improperly joined in said petition.
 2nd. That separate causes of action against several defendants are improperly joined.
 3rd. The petition does not state facts sufficient to constitute a cause of action.
 J. L. Cannon, O. M. Ayer, Defendants Attorneys

On the 1st day of May A. D. 1882, a Demurrer was filed with the Clerk of said Court which reads as follows, viz:-

Demurrer
4005

John P. Bailey Plaintiff
vs
Elliott Young et al. Defendants

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

The said defendant Hiram L. Young
now comes and answers to the petition of the said plaintiff and for
cause of demurrer says:-
1st There is a defect of parties defendant.
2nd Several causes of action are improperly joined.
3rd Separate causes of action against several defendants are improperly joined.
4th Said petition does not state facts sufficient to constitute a cause
of action against this defendant.
J. L. Cameron, D. W. Ayer, Atty for Defendant.

Motion to
Dismiss
4005

John P. Bailey, Plaintiff
vs
Elliott Young et al. Defendants

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

The defendant Hiram L. Young moves the
Court for an order to dismiss this case and for cause says:- That at the
last term of this Court said Elliott Young, husband of this defendant was
dismissed from this suit and no further prosecution can be had against
this defendant without her said husband. That this action in the
first place was illegally brought as a joint action for slander and
no such action could be maintained and being illegal in the strict
it is impossible to make a good case by dropping a party or by
amendment: This action was false and void from the beginning
and this defendant should not be annoyed by a proceeding that
can do no party any good; There is want of prosecution and fatal defect
of parties
J. L. Cameron Attorney for Hiram L. Young

Entry
4005

John P. Bailey Plaintiff
vs
Elliott Young & Hiram L. Young Defendants

Entry

This day came on this
cause to be heard on the Motion of plaintiff to correct the Journal Entry
made herein in this case so as to conform to the order of the Court made
in this cause and thereupon the Court sustains said motion and
order and Entry to be made as of that term correcting said Entry so
as to read as follows, viz:- This day came on this cause to be heard
on the demurrer to the petition whereupon the Court being fully advised
in the premises do sustain said demurrer and dismiss so much of
said cause as charges the said Elliott Young with his own wrongs
without prejudice to another action against him, but he remains a
defendant with his wife so far as the petition charges her with wrong against
the plaintiff and leave it given to plaintiff to file amended petition in thirty days.

Amended
Petition
4005

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John P. Bailey
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On the 18th day of September A.D. 1882, the following Amended Petition was filed with the Clerk of said Court:-

Amended
Petition
4005-

John P. Bailey Plaintiff
vs.
Elliott Young & Harriett L. Young Defs.

Court of Common Pleas
Union County, Ohio.
Amended Petition.

The plaintiff for his amended petition says that at the time of the committing by the defendant Harriett L. Young of the grievances hereinafter mentioned the plaintiff sustained a good name and character among the neighbors and acquaintances for several months and indignity and was never suspected of the crime of larceny yet the said Harriett L. Young well knowing the previous and maliciously intending to injure the good name and character of the said plaintiff and to cause it to be believed that he had been guilty of the crime of larceny, on the 22nd day of December A.D. 1881 in a certain discourse which she the said defendant then had of and concerning the plaintiff, and in the presence and hearing of divers good people falsely and maliciously spoke and published of and concerning the said plaintiff the false, scandalous and malicious words following, that is to say "He, meaning the plaintiff, stole our turkeys" and that she "could prove it" and that, "He" meaning the plaintiff, "took the turkeys," meaning she once he, the plaintiff had stolen, "to Marysville and sold them," meaning that "He" the plaintiff, "stole our turkeys," meaning she turkeys of herself and her husband and "she could prove it" and "he took the turkeys to Marysville and sold them" meaning that he, the plaintiff was guilty of larceny by stealing the turkeys of said Harriett L. Young and her husband Elliott Young. And the said defendant Harriett L. Young on or about the 22nd of December 1881 and on numerous times and occasions and to divers persons made the same false and malicious and scandalous words and charge against the plaintiff although requested by plaintiff to withdraw said charge and not repeat the same. That by means of the speaking by said defendant Harriett L. Young of said defamatory words the said plaintiff hath been greatly injured in his good name and character to the damage of the said plaintiff ten thousand dollars. The plaintiff says the said Harriett L. Young at the time of said wrongful speaking of said words was the lawful wife of Elliott Young and still is his wife with whom she resides as his wife having been lawfully intermarried. Wherefore plaintiff prays judgment against the said defendants Harriett L. and Elliott Young by reason of said scandalous words of the said Harriett L. Young in the sum of ten thousand dollars.

A. J. Carpenter, Robinson & Piper Attys for Plff.

The State of Ohio }
Union County, ss. }

The plaintiff John P. Bailey being duly sworn deposes and says he believes the allegations of the foregoing petition are true.

John P. Bailey

Sworn to before me and signed in my presence this 18th day of September 1882

J. Q. Burgess Clerk
By W. M. Knight, Deputy

Afterward, on the 20th day of September A. D. 1852, an Entry was made on the Journal by the Clerk of said Court which reads as follows: -

Entry 7005
John P. Bailey Plaintiff
as.
Elliott Young & wife Defendants
Entry

On motion of defendants for leave to plead to the amended petition the Court orders that the defendants have till Monday September 28th to answer said amended petition.

Afterward, on the 30th day of December A. D. 1852 an Answer was filed with the Clerk of said Court which reads as follows, viz: -

Answer 7005
John P. Bailey Plaintiff
as.
Elliott Young and W. Bassett
D. Gosling, Defendants
State of Ohio, Union County, ss.
To the Court of Common Pleas.
Answers.

Now come the defendants Elliott Young and W. Bassett & Gosling and for their answer to the plaintiffs petition say: - That they deny each and every allegation and averment in said petition contained except the allegations that said defendants are husband and wife. Wherefore the defendants ask to go hence and recover their costs
J. B. Cannon & D. W. Ayre Atys for Defendants

State of Ohio
Union County, ss. } Elliott Young being first duly sworn says he is one of the defendants in this case and that the facts stated and allegations made in the foregoing answer are true as he believes

Subscribed before me and signed in my presence this 31st day of December A. D. 1852
Elliott Young
J. L. Burgess Clerk.

Afterward, on the 15th day of January A. D. 1853, an Entry was made on the Journal by the Clerk of said Court which reads as follows to-wit: -

Entry 7005
John P. Bailey Plaintiff
as.
Elliott Young et al. Defendants
Entry

This day this cause came on to be heard upon exceptions to depositions taken on behalf of plaintiff and upon argument of counsel and the Court being fully advised in the premises do sustain said exceptions. Therefore are motions and showing of plaintiff this cause is continued at plaintiffs cost for this term.

It is therefore considered, ordered and adjudged by the Court that the defendant recover of the plaintiff his cost herein expended for this term taxed at \$.

Afterward, on the 20th day of April A. D. 1853, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit: -

Entry 7005
John P. Bailey Plaintiff
as.
E. Young et al. Defendants
No. 7005 Jury Trial.
Entry

This day cause set for trial by their Attorneys

and this cause
Shuman, J. P.
Booley, Joseph
being duly sworn
between the parties
and, reading
after hearing
said jurors, and
due deliberation
writing, in
The State of
Union County

Judicial
John C.
The Jury
say that

Afterward
Journal by the
Entry 7005
J. P. Bailey,
as.
E. Young,
day of this
It is therefore
recovered of the

Please by
begun and
for the Court
District of
Bond and
Huntford, to
petitioner
George B.
Petition
4079
Kelron Ma
Martha C.
Dennard

Defendant
summons on
March 13th
with all co
" Foster

and this cause came on to be tried; and thereupon came a jury, to-wit: - Elias
Shawyer, J. R. Goodins, G. W. Pollock, A. A. Johnson, Aaron Berry, J. A. Rice, James
Cooley, Joseph Ruff, J. O. Lockwood, Pres. James A. W. Bonner, H. M. Craigho who
being duly sworn and sworn to well and truly try the issue, joined be-
tween the parties in this cause, and a true verdict render according to the said
law, unless withdrawn by consent of parties, or discharged by the Court, and
after hearing the testimony, arguments of counsel and charge of the Court the
said jurors, retired to their room to deliberate upon their verdict and after
due deliberations returned into open Court and presented their verdict in
writing, in the words and figures following, to-wit: -

The State of Ohio }
Morrow County, ss. }

April Term A. D. 1883.

Verdict

To-wit: April 25th 1883

John P. Bailey, Plaintiff vs. Elliott Young et al. Defendants
The Jury in this case being duly sworn and sworn to find and
say that we find for the defendants

James Cooley, Foreman

Afterwards on the day of May A. D. 1883 an Entry was made on the
journal by the Clerk of said Court which reads as follows, to-wit: -

Entry
4005

J. P. Bailey, Plaintiff

Entry

vs.
E. Young, et al. Defendants

The Jury in this action having on a former
day of this term of Court rendered a verdict in favor of the defendants
It is therefore considered and adjudged by the Court that the defendants
recover of the plaintiff their costs herein taxed at \$

Attest J. R. Bingham Clerk.
By A. A. Bingham, Deputy

Came before his Honor John A. Rice 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 Morrow of the Third Subdivision of the First Judicial
District of the State of Ohio, on the 15th day of April in the year of our
Lord one thousand eight hundred and eighty three.

Wherefore, to-wit: - On the 10th day of August - A. D. 1882 the following peti-
tions was filed with the Clerk of said Court: -

Petition
4079

George B. Hamilton Plaintiff

Common Pleas Court
Morrow County, Ohio.

vs.
Abner Walker, D. E. Taylor, Henry T. Phoenix,
Martha C. Taylor, Sarah E. Walker, David Jakeway
Demuel W. Smith, Defendants

Petition.

First Cause of action: -

Defendant Abner Walker is indebted to plaintiff in the sum of four
hundred and twenty five dollars (\$425.00) with interest at 8 per cent from
March 1st A. D. 1881, and a promissory note of which the following is a copy
with all credits and endorsements: - "Procedury, Ohio, Feby. 9th 1881.
" Some months after March 1st 1881, I promise to pay D. E. Taylor or order

" Four Hundred and Twenty Five Dollars for value received, Interest "
 " at 8 per cent from March 1st 1881. This note is secured by mortgage "
 " on lot No. 22 with buildings thereon in the village of Broadway, Ohio "
 " Nelson Walker "

" Endorsements: "
 " Pay to Mr. D. Taylor or order. " " D. E. Taylor "
 " " Martha E. Taylor "

Second cause of action: - At the time of delivering said note and to secure the payment of the same the defendant Nelson Walker did, together with his wife the defendant Sarah E. Walker who released her dower therein duly execute and deliver to the said defendant D. E. Taylor his certain mortgage deed conveying the following premises: - Situate in the County of Ripon and State of Ohio, Townships of Taylor, and V. M. Survey Tr 829 and town of Broadway and being Lot No. 22 of the town of Broadway for further description reference is had to the recorded Plat of said town of Broadway. Said conveyance contained a condition that if the said Nelson Walker should come to be paid to the order of the said D. E. Taylor his two certain promissory notes of even date, each for \$425.⁰⁰ and due as follows: - One on twelve months from March 1st 1881 and due on two years from March 1st 1881, both with eight per cent interest from date: By 9th 1881 according to the terms thereof, then said conveyance to be void. Said mortgage was on the 8th day of March 1881, at 2 1/2 o'clock P. M. duly left for record at the Recorder's Office of Ripon County Ohio, and was duly recorded in Book No. 16, page 531 of his records on the 10th day of March A. D. 1881.

Said D. E. Taylor duly assigned to said Martha E. Taylor and said Martha E. Taylor duly assigned to plaintiff said note first maturing, together with said mortgage so far as it secures said first note. Said first note is matured and wholly unpaid, and there is due plaintiff on it the sum of \$425.⁰⁰ with interest at 8 per cent from March 1st 1881. One D. E. Taylor (Defendant) is as plaintiff is informed the owner of the second note.

The Defendants, Henry H. Phosphate, Samuel W. Smith and David J. Wray have or claim some lien or interest in said premises, but plaintiff avers that the same is subordinate to plaintiff's claim, and plaintiff asks that they be compelled to set the same aside, or be forever cut-off from asserting the same. Plaintiff asks judgment against Nelson Walker defendant for said sum of Four hundred and twenty five dollars (\$425.⁰⁰) with interest thereon at 8 per cent from March 1st 1881, and that said mortgage be foreclosed and said premises sold free of all claims of defendants and the proceeds applied to the payment of the debt due plaintiff (said judgment) and for such other relief as is proper.

P. B. Hale & Son Attorneys for Plaintiff.

State of Ohio
 Ripon County, ss } George B. Hamilton the Plaintiff being sworn
 says that the facts stated and allegations in his foregoing pleading are as he believes true
 George B. Hamilton

Sworn to and
 Seal
 George B. Hamilton

Principals
 Nelson Walker
 Sheriff of Ripon
 and Sarah E. Walker
 and wit at

On the 11th
 Block of said

Summers
 4079
 The State of
 Ripon County
 Ohio common
 Pleas and
 Courtroom
 the 9th day
 when upon
 petition in
 you will read

Seal
 An action
 with 8% int.

Principals
 The State of
 Hamilton

P. M. ...
 Mileage 2.00

Principals
 George B.
 Nelson Walker

Anna Sumner
 Taylor, Clerk
 January, 1881
 Endorse for
 from March

On the 11th
 Block of said
 Summers
 The State of
 Ripon County

Sworn to and subscribed before me this 9th day of August 1882.

P. B. Cole Notary Public

Seal
George B. Hamilton, Plaintiff

Principals

Nelson Walker, et al, Defendants

Court of Common Pleas of Marion County, Ohio
April Term, 1883

In the Clerk of said Court: Issue, summons to Sheriff of Marion County returnable according to law for Nelson Walker and Sarah E. Walker. Endorse Amount Claimed, of Nelson Walker \$423.⁰⁰ and int at 8 per cent from March 1st 1881 and foreclosure of mortgage.

P. B. Cole & Son Attorneys for Plaintiff.

On the 11th day of August A.D. 1882 a Summons was issued by the Clerk of said Court, which reads as follows, viz:

Summons.

Summons

The State of Ohio

Marion County, ss: }

In the Sheriff of the County of Marion, Greeting: You are commanded you to notify Nelson Walker and Sarah E. Walker that they and others have been served by Geo. B. Hamilton in the Court of Common Pleas of Marion County, and that unless they answer by the 9th day of September A.D. 1882, the petition of the said Geo. B. Hamilton against them filed in the Clerk's office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this Summons, on the 21st day of August A.D. 1882.

Witness my hand and seal of said Court, this 11th day of August A.D. 1882

J. O. Bangner, Clerk.

Seal
An action for Foreclosure of Mortgage, Amount Claimed \$423.⁰⁰ with 8% int from March 1st 1881

P. B. Cole & Son Plaintiffs Attorneys

Writ returned and filed August 22nd 1882, Endorsed as follows:

Sheriff's Ret.

The State of Ohio,
Marion County, ss: }

Sheriff Returns.

Received this writ August 12th A.D. 1882, at 3 o'clock

P.M. The within named defendants not found in my bailiwick
Mileage 2.00, Exp. 54, Return 25 Total \$2.75

Lewis H. Wells Sheriff Marion Co. Ohio

George B. Hamilton Plaintiff

Principals

Nelson Walker et al. Defendants

Court of Common Pleas, Marion County O.
Waynesville August 11th 1882

In the Clerk of said Court: -

Issue Summons in the above case to the Sheriff of Marion County for D. E. Taylor, Henry G. Thomas, Martha Taylor, Samuel W. Smith and David Jackson, Nelson Walker and Sarah Walker returnable according to law Endorse foreclosure of mortgage, amt claimed \$423.⁰⁰ and int at 8% from March 1st 1881.

P. B. Cole & Son Plaintiffs Attorneys.

On the 11th day of August A.D. 1882, a Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons

The State of Ohio

Marion County, ss: }

In the Sheriff of Marion County, Greeting: -

We command you to notify D. E. Taylor, Henry H. Thomas, Mantha O Taylor, Samuel W. Smith and David Jakewitz, Nelson Walker and Sarah E. Walker that they and others have been sued by Geo. B. Hamilton in the Court of Common Pleas of Union County, and that unless they answer by the 2nd day of September A. D. 1882 the petition of said Geo. B. Hamilton 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 return on the 21st day of August A. D. 1882.

Witness my hand and the seal of said Court, this 11th day of August A. D. 1882

[Seal]

J. Q. Bueger, Clerk

In action for foreclosure of Mortgage, amount claimed \$425.00 and int. at 8% from March 1st 1881 and for release of mortgage.

P. B. Cole & Son, Plaintiff's Attorneys.

Not returned and filed August 12th 1882 Enclosed as follows :-

Sheriff's Return

The State of Ohio
Union County, ss.

Sheriff's Return

Received this 12th day of August 1882, at 10 o'clock A. M., and pursuant to its command, on the 12th day of August A. D. 1882 I served the same by delivering a certified copy thereof with the instruments shown to D. E. Taylor; Henry Thomas dead, David Jakewitz dead, Mantha O. Taylor, Samuel W. Smith gone West, Nelson Walker and Sarah E. Walker live in Hamilton County, Ohio.

Value 30, Mortgage 2.40, Copies 1.40 Total \$4.10

John Kobenschick, Sheriff.

Receipt

George B. Hamilton Plaintiff
as
Nelson Walker, et. al. Defendants

Court of Common Pleas, Union County, Ohio.

Waynesville Sept. 2nd 1882

In the Clerk of said Court

I am an alias summons to Sheriff of Hamilton County, according to law amount claimed of Nelson Walker \$425.00 and interest, at 8% from March 1st 1881 and for foreclosure of mortgage.

P. B. Cole & Son Attorneys for Plaintiff.

Alias Summons

Summons

4079

The State of Ohio
Union County, ss.

To the Sheriff of Hamilton County, Greeting:

We command you as heretofore we have commanded you, to notify Nelson Walker and Sarah E. Walker that they and others have been sued by Geo. B. Hamilton in the Court of Common Pleas of Union County, and that unless they answer by the 30th day of September A. D. 1882, the petition of the said Geo. B. Hamilton 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 11th day of September A. D. 1882

[Seal]

Witness my hand and the seal of said Court this 2nd day of September A. D. 1882

J. Q. Bueger Clerk.

In action for fore closure of mortgage, amount claimed of Nelson Walker \$425.00 with 8% int. from March 1st 1881

P. B. Cole and Son Plaintiff's Attorney.

Sheriff's Return

This returned
The State of Ohio
Hamilton County

M., and per
a certified copy
of each of the
absent from
Service 45, Ma

Afternoon
Journal by the
George B. &

Entry 4079

Nelson Walker

Taylor, dead
filed.

Afternoon
Journal by the
George B. &

Entry 4079

Nelson Walker
Mantha O. C.
Smith and

B. Hamilton
his Attorney
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Walker and
defendant
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tion of Geo
Defendants
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Writ returned and filed September 9th 1852. Enclosed as follows:
The State of Ohio
Harrison County, ss.

Sherriff's Return.

Received this writ September 4th A.D. 1852, at ten o'clock P.M. and pursuant to its command I served the same September 7th 1852 by leaving a certified copy hereof with the endorsements thereon at the usual place of residence of each of the within named — Nelson Walker and Sarah E. Walker, they being absent from home.

Service 45, Mileage 1.00, Exp. 50, Return & Post 25, Postage 10, Total \$2.45-

Lewis H. Mills, Sheriff, Harrison Co. Ohio

Afternoon, on the 30th day of September A.D. 1852, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

George B. Hamilton Plaintiff

Entry 4079

vs.

Entry

Nelson Walker, et al Defendants

On application of the defendant D. E. Taylor, leave is granted him to file answer herein in haste and same filed.

Afternoon, on the 4th day of October A.D. 1852, an Entry was made on the Journal by the Clerk of said Court which reads as follows, viz:-

George B. Hamilton Plaintiff

Entry 4079

vs.

Entry

Nelson Walker, Sarah E. Walker, D. E. Taylor, Maudie D. Taylor, Henry H. Thomas, D. W. Smith and David Galloway, Defendants

And now comes plaintiff Geo. B. Hamilton by Gales his Attorney and the Defendant D. E. Taylor by his Attorney whose answer plaintiff takes leave to plead within thirty days from this date.

As the other Defendants the Sheriff has returned not found in his bailwick. Wherefore the Court finds that the defendants Nelson Walker and Sarah E. Walker his wife executed and delivered to the defendant D. E. Taylor the mortgage had in the petition described and the premises therein described that said mortgage was duly recorded in Book page of the Records of Mortgages of Harrison County and is the first and best lien on the premises in the petition described. The Court find that the condition of defeasance in the mortgage has been broken and that the defendant Nelson Walker's equity of redemption is liable to be foreclosed and that there is due to plaintiff from him on said note the sum of four hundred and seventy seven dollars with interest at 8% from the first day of this term. It is therefore considered and adjudged that unless said defendant Nelson Walker within ten days from the entry of this decree pay or cause to be paid to the Clerk of this Court the Costs in this case and for the use of the plaintiff and any other who may be hereafter found by the Court as entitled thereto the sum of four hundred and seventy seven dollars with interest from the first day of this term of Court at 8% according to the terms of said mortgage and the Defendants equity of redemption foreclosed and said premises shall be sold and an order of sale shall be issued therefor to the Sheriff of

said Union County, directing him to sell said premises as above execution and bring the proceeds into Court for further order. All questions of priority and distribution continued.

Receipt George B. Cawillton Plaintiff Nelson Walker, et al. Defendants

Court of Common Pleas, Union County, Ohio. Marietta, November 15th 1882

To the Clerk of said Court:-

I have an Order of Sale to the Sheriff of Union County, returnable on the first day of the next term of 1883.

G. B. Cawillton & Son Attorneys for Plaintiff.

On the 15th day of November A. D. 1882, an Order of Sale was issued by the Clerk of said Court which reads as follows, viz:-

Order of Sale

Order of Sale 4079

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 Marietta, in and for said County, on the 11th day of September A. D. 1882, in the case of Geo. B. Cawillton Plaintiff, and Nelson Walker et al. Defendants, it was ordered, adjudged and decreed as follows, to-wit:- That unless said Defendant Nelson Walker, within ten days from the entry of this decree, pay or cause to be paid to the Clerk of this Court the costs in this case and for the use of the plaintiff and any other who may be hereafter found by the Court as entitled, then to the sum of Seven Hundred and Seventy Seven Dollars with 5% interest from the first day of this term according to the terms of said mortgage and the defendant's equity of redemption be foreclosed and said premises shall be sold and an order of sale shall be issued therefor to the Sheriff of said Union County directing him to advertise and expose for sale the following described real estate, to-wit: Situated in the County of Union and State of Ohio, Township of Taylor and Pa. My Survey No. 827 and town of Broadway and being Lot No. 22 of the town of Broadway. For further description reference is had to the recorded plat of said town of Broadway the therefore Command you, that you proceed to carry said order, judgment and decree into execution according 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 hereon to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with your

[Seal]

Witness my signature as Clerk of our said Court of Common Pleas and the Seal of said Court, at Marietta, Ohio, this 15th day of Nov. A. D. 1882.

J. D. Baugher, Clerk.

Shirley Wm The State of Ohio Union County, ss.

Sheriff's Return

In obedience to the command of the Order of Sale hereto annexed I did on the 16th day of November 1882 summon J. J. Watts, Robert W. Thompson & O. White three disinterested freeholders residents of said County, who were by me duly sworn to view and appraise the said lands and premises therein described, and afterwards on the 16th day of November A. D. 1882, said appraisers returned to me, under

the lands... made and a... filed copy of... Court of Com... I caused to... published... records to... on the 23rd... having ads... previous to... to said, ser... vice and... and lease... Cawillton... Dollars and... value thing... bidder stufo... lands and... Sixty Seven... Since 30, I... Appraisal 34... 1.60, Prorated

Afterward Publication

Proof of Publication 4079

George B. Cawillton Plaintiff Nelson Walker et al. Defendants

Order of Sale

The under... notice... Tribune, a... first public... Sworn to

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 \$1300⁰⁰. 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 22nd day of November 1882 I caused to be advertised in the Marietta Tribune (a newspaper printed and published and of general circulation in Union County,) said lands and tenements to be sold at public sale, at the door of the Court House of said County on the 23rd day of December A. D. 1882, 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 23rd day of December 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 George B. Hamilton who bid for the sum of Eight Hundred and sixty seven Dollars and said sum being more than two thirds of the appraised value thereof, and said George B. Hamilton 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 Eight Hundred and Sixty Seven Dollars.

Service 39, Levy 39, Amending and Executing Appraisers 1.20, Writing Appraisal 30, Copy of Appraisal, Notice to Printer 30, Printing Notice 30, Mileage 1.60, Poundage 4.60, Appraiser Fees 3.00, Printer's Fee 9.00

John Kobersack Sheriff.

Afterward on the 8th day of January A. D. 1883 the following Proof of Publication was filed in the office of the Clerk of said Court:-

Proof of Publication 4079

George B. Hamilton, Plaintiff vs. Ashron Walker, et. al. Defendants } Court of Common Pleas, Union County, O. On 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 Marietta, Ohio, on Saturday, December 23rd 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 Saylor, County of Union, State of Ohio, and being known and described as and in Virginia Military Survey No. 829, and Town of Broadway and being lot No. 22 of the town of Broadway. For further description, reference is had to the recorded plat of said town of Broadway. Appraised at \$1300⁰⁰. Term of Sale - Cash

John Kobersack, Sheriff.

Wole & Son, Attorneys.

The State of Ohio, Union County ss.

The undersigned being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the Marietta Tribune, a newspaper of general circulation in the County of Union, the first publication beginning with Nov. 22nd 1882.

W. O. Shucare

Sworn to and subscribed before me, this 8th day of January, 1883.

J. D. Purgher, Clerk.

Afterward on the 26th day of January A. D. 1853, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry
4079
George B. Camillone Plaintiff

Entry

Nelson Walker, et al, Defendants

This day came the Defendant David E. Taylor by Casper's his Attorney, and by leave of the Court withdrew his answer and Cross Petition filed herein. And the said Plaintiff by Cole his Attorney, obtained like leave of the Court and withdrew his reply to said answer.

George B. Camillone Plaintiff } Court of Common Pleas, Union Co. Ohio
as }
Nelson Walker et al, Defendants } Mansville March 12th 1853

Receipt
Order of Sale in the above case

P. B. Cole, Attorney for Plaintiff

On the 12th day of March A. D. 1853, an Order of Sale was issued by the Clerk of said Court which reads as follows, viz:-

Above Order of Sale

Order of Sale
4079
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 Mansville in and for said County, on the 11th day of September A. D. 1852, in the cause of Geo. B. Camillone Plaintiff, and Nelson Walker et al, Defendants, it was ordered, adjudged and decreed as follows, to-wit:- That unless said defendant Nelson Walker within ten days from the entry of this decree pay or cause to be paid to the clerk of said Court the costs in this case and for the use of the plaintiff and any other who may be hereafter found by the Court as entitled thereto the sum of Four Hundred and Seventy-Six Dollars with 8% interest from the first day of this term according to the terms of said mortgage and the defendants Equity of redemption be foreclosed and said premises shall be sold and an order of sale shall be issued therefor to the Sheriff of said County directing him to advertise and expose for sale the following described Real Estate, to-wit:- Situate in the County of Union and State of Ohio, Township of Taylor and W. M. Survey N. 829 and town of Broadway and being Lot No. 22 of the town of Broadway, for further description reference is had to the recorded plat of said town of Broadway. Appraised at Three Hundred Dollars.

We therefore Command you, that you proceed to carry said order judgment and decree into execution agreeable to the tenor thereof, and that you expose to sale the above described Real Estate under the Statute regulating Sales and Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified herein, and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from 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 Mansville, this 12th day of

March A. D. 1853.
J. P. Morgan, Clerk
By W. W. Winget Deputy Clerk

Plaintiff's Plea
The State of Ohio
Union County
in and for said County
in the case of
George B. Camillone Plaintiff
vs.
Nelson Walker et al, Defendants
do hereby certify that the within and foregoing are true and correct copies of the original as the same are on file in the office of the Clerk of said Court at Mansville Ohio on the 12th day of March 1853.

Proof of Publication
4079
George B. Camillone Plaintiff
vs.
Nelson Walker et al, Defendants
do hereby certify that the within and foregoing are true and correct copies of the original as the same are on file in the office of the Clerk of said Court at Mansville Ohio on the 12th day of March 1853.

Sharon
On the
Journal by

Sheriff's Ret. No.

The State of Ohio
Union County ss.

Sheriff's Return

On the 14th day of March A. D. 1883, I caused to be adve-
rised in the Marienville Tribune (a newspaper printed 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 April A. D. 1883, 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 14th
day of April A. D. 1883, 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 B. Hamilton who bid for the
same the sum of (\$870) Eight Hundred and Seventy Dollars, and said
sum being above two-thirds of the appraised value thereof; and said Geo.
B. Hamilton being the highest and best bidder thereof I then and
there publicly sold and struck off said lands and tenements to him
for said sum of Eight Hundred and Seventy Dollars.

Service 30, Printed Form 7.50, Notice to purchaser 30, Printing Notice 30, Mileage 1.49
Dumage 6.00, Total \$15.89

John H. Hobbsack, Sheriff.

On the 25th day of April A. D. 1883, the following proof of Publication
was filed with the Clerk of said Court: -

Proof of
Publication
4079

George B. Hamilton Plaintiff

Sheriff's Sale

Order of Sale

Below Walker, et al. Defendants' Court of Common Pleas, Union County, Ohio
By virtue of the above stated writ to me directed from the Court of Common
Pleas of Union County, State of Ohio, I will offer at public sale at the north
door of the Court House in Marienville, Ohio on Saturday, April 14th 1883
at or about the hour of one o'clock, P. M. on said day, the following de-
scribed real estate to-wit: - Situate in the Township of Taylor, County of
Union, State of Ohio and being known and described as and in
Virginia Military Survey No. 829, and Town of Broadway and being
lot No. 22 of the town of Broadway. For further description reference
is had to the recorded plat of said town of Broadway. Appraised at \$1300.⁰⁰

John H. Hobbsack, Sheriff

Walc & Son Attorneys.

The State of Ohio, Union County ss.

The undersigned, being duly sworn, says that a copy of the
aforesaid notice was published for five consecutive weeks in the
Marienville Tribune, a newspaper of general circulation in the
County of Union, the first publication beginning with March 14th 1883

J. O. Shaw

Sworn to and subscribed before me this 25th day of April 1883

J. Q. Briggs, Clerk.

On the 2nd day of February 1883 a writ was made in the
Journal by the Clerk of said Court which reads as follows, to-wit: -

(over)

Entry 4079
 George B. Hamilton Plaintiff
 vs
 Nelson Walker et al. Defendants

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

On petition of the plaintiff by his attorney and good cause shown therefor it is ordered that W. S. Rogers be made a party defendant in this case and that summonses issue to the Sheriff of Union County to bring in said defendant.

Answer
 4079
 George B. Hamilton Plaintiff
 vs
 Nelson Walker et al. Defendants

Court of Common Pleas, Union County, Ohio
 Answer of W. S. Rogers.

Now comes W. S. Rogers, and prives the issuing and service of process and enters his appearance herein and files his answer to the petition of the plaintiff and says:— For a full fair and valuable consideration this defendant, before the commencement of this action purchased of the defendant D. E. Taylor the record note described in plaintiff's petition and secured by the mortgage therein set up— the following is a copy of said note with all the endorsements thereon, to-wit:—

" Broadway Ohio, February 9th 1881 "
 " One year after March 1st 1881, I promise to pay D. E. Taylor or order "
 " Two Hundred and Seventy Five Dollars for value received, "
 " Interest @ 8% from March 1st 1881. This note is secured by mortgage "
 " on lot No. 22 and buildings thereon, in the Village of Broadway "
 " (Signed) " Nelson Walker "

Indorsed blank
 " D. E. Taylor "
 " You see me create thereon, " There is now due on said note from the said Nelson Walker to the defendant the sum of Two Hundred and Seventy-five Dollars with interest thereon @ 8% from March 1st 1881. The defendant asks that in case said premises are sold as prayed for in plaintiff's petition, that his rights may be protected and that out of the proceeds of such sale, after the satisfaction of the plaintiff's claim, his said claim may be ordered to be paid and for all proper relief

A. S. Carpenter Atty. for Deft.
 The State of Ohio }
 Union County, ss } W. S. Rogers the above defendant being sworn says
 the facts stated in his above answer are true as he verily believes
 W. S. Rogers
 Sworn to by W. S. Rogers before me and signed by him in my presence this 26th day of March A. D. 1883.

J. D. Brumme, Clerk
 By W. M. Whinget Deputy Clerk
 Answer
 Afterward on the 27th day of April A. D. 1883, G. W. Smith filed his answer with the Clerk of said Court which reads as follows, to-wit:—
 Answer
 George B. Hamilton Plaintiff
 vs
 Nelson Walker et al. Defendants
 G. W. Smith, one of the defendants

now comes and petition says now does the clerk ask to be heard

The State of Union County above named Samuel W. S. therefore as

Sworn to by this 27th day

Afterward Journal by George B. F.

Entry 4079

Nelson Walker D. E. Taylor Samuel W. S.

on his private former order proceedings in all steps ordered the proceed said sheriff was ten months all the right may be provision is premises of said sale, is ordered Court, The Second, Third, Fourth, No the found clerk brought to the remaining

Answer 4079

now comes and enters his appearance to this action. And for answer to the petition says that he has no interest in the premises described in the petition nor does he claim any title therein and disclaims all interest in the case and asks to be hence dismissed with his costs.

A. P. Carpenter Atty for G. W. Smith

The State of Ohio
Union County, ss.

A. P. Carpenter being sworn says he is the Attorney of the above named Lemuel W. Smith duly authorized in the premises. That said Lemuel W. Smith is a now resident of the County of Union and now absent therefrom and that the facts in this answer are true as affiant verily believes.

A. P. Carpenter

Sworn to by A. P. Carpenter before me and signed by him in my presence this 27th day of April A. D. 1883

J. Q. Bingham, Clerk.

Afterward on the 5th day of May A. D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry
4079

George B. Hamilton Plaintiff

vs.

Abner Walker, Sarah E. Walker, W. S. Rogers
D. E. Taylor, Martha C. Taylor, Henry Thomas
Lemuel W. Smith, David Jakeway Defendants

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

On motion of the plaintiff, and on his producing the return of the Sheriff of the sale made under the former order of this Court, and the Court on careful examination of the proceedings of said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser by deed in fee simple the lands and tenements so sold; and the said purchaser is hereby subrogated to all the rights of the lien holders, in said premises, so far as they may be paid herein, for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises. And the Court owing now to distribute the proceeds of said sale, amounting to Eight Hundred and Sixty seven Dollars it is ordered that the Sheriff out of the money in his hands pay:-
First, The costs of this action, taxed at \$
Second, That he pay the tax, now a lien upon said property amounting to \$
Third, To the plaintiff George B. Hamilton, the amount heretofore found due him, with interest interest, to-wit: the sum of \$
Fourth to the defendant W. S. Rogers, the balance of the money remaining in his hands, to-wit: the sum of \$

Attest J. Q. Bingham Clerk
By A. R. Bingham Deputy

Now 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 Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 16th day of April in the year of our Lord one thousand eight hundred and eighty three: Hicetofore, to-wit: -
On the 15th day of February A. D. 1852, the following Petition was filed with the Clerk of said Court: -

Petition No. 3984
The Bank of Charles Lewisburg Plaintiff
Against
Daniel S. Ford, W. M. Ford, Sarah A. Ford
J. A. Case, Pushing Machine Co, C. S. Chapman
and J. W. Cummings, as Administrators of the Estate of
Robert Smith, deceased, Defendants

Court of Common Pleas
Union County Ohio
Petition

The plaintiff says that it is an association of persons formed as a partnership for the purpose of doing a general banking business that it is doing business in the state of Ohio and not incorporated. That on the 13th day of April A. D. 1878, Bridget Ford and Miscilla J. Ford made and delivered their two certain promissory notes of that date to E. S. Callendar, and thereby promised to pay to said E. S. Callendar, or order the sum of Five Hundred and Thirty Dollars on the first of said notes in one year after date thereof, and the sum of Five Hundred and Sixty Dollars on the second of said notes in two years after the date thereof, both of which notes bear interest at the rate of eight per centum per annum after date. Said notes are indorsed by said E. S. Callendar. There are no credits or other indorsements thereon and plaintiff is now the legal owner and holder of both of said notes, copies of which are hereto attached, marked exhibit "A" and "B" respectively. Plaintiff says that the said defendant, Daniel S. Ford, who was then an unmarried man, on the 2nd day of April A. D. 1878, to secure the payment of said notes executed and delivered to the said E. S. Callendar his mortgage deed and thereby conveyed to said E. S. Callendar, his heirs and assigns the following lands and tenements, situate in said County of Union, State of Ohio and Township of Allen, Part of Virginia Military Survey No. 12282 and bounded and described as follows: Beginning at a stone in the center of the Middleburg and Kenton road and south east corner of D. Giguers land and near the school house in said district the center of said road 106 poles to a stone in the line of Bridget Fords land, thence S. 56° W. 85 1/2 poles to a stone in the line of William Marshall's land, thence N. 36° 25' W. 61 poles to the place of beginning, containing sixteen and one half acres of land. The condition contained in said mortgage was in substance that if the said notes should be paid to the said E. S. Callendar, his heirs or assigns, when they should become due, then said mortgage to be void.

On the 27th day of April A. D. 1878, at ten 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 Record of Mortgages of said County in Volume 14, page 206. Plaintiff says that the said E. S. Callendar sold assigned, transferred and delivered all his right, title and interest

in said mortgage and in the notes assigned and he is the Bank of Miscilla J. Ford of her been property or effects says that said and holder said indebted interest on at the rate of and Sixty per annum.

A. Ford, J. Cummings really claim ignorant of be made for interest in of may be premises, order court of said the premises

The State of Union Ohio he is one of the facts all knowledge is affidavit be

Sworn this 18th day

Exhibit "A" " \$530.⁰⁰
Note. " " " the order " with right " and copy " litigation " Court of " viewing as " us or either " for said s " release all " in our bel " Due April

in said mortgage to said plaintiff which assignment is written on said mortgage and in the words and figures following, to-wit: "The value received & hereby will assign and transfer all my right, title and interest in and to the within mortgage to the Bank of North Lewisburg." Plaintiff says that the said Edward Bond and Priscilla J. Bond have both died since the execution of said notes, that no part thereof has been paid and that said Edward Bond and Priscilla J. Bond left no property or effects with which to satisfy said notes, or any part thereof. Plaintiff says that said debt has become absolute, that it is now the legal, sure and holder thereof and that there is due and remaining unpaid upon said indebtedness the sum of One Thousand and Seventy Dollars, with interest on Five Hundred and Thirty Dollars thereof from April 13th 1879 at the rate of eight per cent per annum and with interest on Five Hundred and Sixty Dollars thereof from April 13th 1880, at the rate of eight per centum per annum. Plaintiff says, that the said defendants W. M. Ford, Sarah A. Ford, J. S. Case Plumbing Machine Co., D. S. Chapman and J. W. Cummings are Administrators of the estate of Robert Smith, deceased, severally claim some interest in or lien upon said premises, but plaintiff is ignorant of the extent thereof. Plaintiff therefore prays that said defendants be made parties hereto and that they be required to set up whatever interest in or lien on said premises they may have, that the priority thereof may be determined and that said mortgage may be foreclosed, said premises ordered to be sold and the proceeds thereof applied to the payment of said indebtedness and for all other and proper relief in the premises.

A. J. Carpenter and John M. Bondick, Attorneys for Plaintiff

The State of Ohio }
Union County, ss }

John M. Bondick being sworn makes oath that he is one of the attorneys for said plaintiff, duly authorized herein, that the facts alleged in the above petition are within affiant's personal knowledge and that the facts stated in the foregoing petition are an affiant's belief true.

John M. Bondick

Sworn to and subscribed before me by said John M. Bondick this 18th day of February, A. D. 1882.

J. Q. Baugher, Clerk.

Office of Notes referred to in petition

Exhibit A	"	\$530. ⁰⁰	North Lewisburg, Ohio; Apr. 13 th 1878
Notes	"	One year after date we, or either of us, promise to pay to	"
	"	the order of E. S. Callendar, Five Hundred and Thirty Dollars	"
	"	with eight per cent interest after due, and we hereby authorize	"
	"	and empower any Attorney at Law, at any time after this ob-	"
	"	ligation becomes due, to appear for us, or either of us, before any	"
	"	Court of Record in the State of Ohio or elsewhere, and receive the	"
	"	issuing and serving of process, and confer judgment against	"
	"	us or either of us and in favor of the payee above named, or assignee	"
	"	for said, interest costs and attorney's fees, and therefore to	"
	"	release all error and waive all right and benefit of a second trial or appeal	"
	"	in our behalf.	"
	"	Apr. 40 32	"
	"	Attest W. C. Stoney	Edward Bond
	"	Our April 13-79	Priscilla J. Bond

Exhibit "B"

North Lewisburg, Ohio; April 13th 1878

" \$560⁰⁰ Two years after date or either of us promise to pay to the order
 " of E. S. Callender, Five Hundred and Sixty Dollars, with eight per
 " cent interest after due. And we hereby authorize and empower any
 " attorney at law, at any time after this obligation becomes due, to ap-
 " pear for us, or either of us, before any Court of Record in the State of Ohio
 " or elsewhere, and receive the issuing and serving of process, and confess
 " judgment against us, or either of us, and in favor of the payee above
 " named, or assigns for said sum, interest and costs, and attorneys fees
 " and thereupon to release all error and waive all right and benefit of
 " a second trial or appeal in our behalf.

" Done April 13th 1880. - Attest: W. C. Howry - *Lidical Ford*
Priscilla Ford

Shiffs Pts The State of
 Union County
 H. M., and
 I served the
 return at
 one of the wit
 residents of
 Service 39, M
 The Bank of
 Priscilla
 Daniel S. Ford
 In the Summ
 Wm. M. Ford
 Priscilla
 James April 13

The undersigned defendants hereby receive the issuing and service of
 summons and enter our appearance herein February 18th 1882
 J. M. Cummings, Admors. of Robt Smith by
 Robinson and Piper his Attorneys.
 E. S. Chapman by A. J. Carpenter his Attorney.

The Bank of North Lewisburg, Plaintiff;
 as
 Daniel S. Ford et al. Defendants }
 Court of Common Pleas, Union County Ohio
 Marysville, February 18th 1882

On the
 Clerk of said
 The State
 Attorney
 The coroner
 they have
 of
 the 1st day
 them filed
 taken as
 You
 March A.
 Whistler

To the Clerk of said Court:-
 I was summoned to Sheriff of Union County Ohio, for the defendants: Daniel
 S. Ford, W. M. Ford and Sarah A. Ford, returnable according to law
 Evidence: Foreclosure of Mortgage; Amount Claimed \$1090⁰⁰ with 8% int on
 \$530⁰⁰ from April 13th 1879, and 8% int on \$560⁰⁰ from April 13th 1880.
 A. J. Carpenter & John W. Berdick, Attys for Plff.
 Afterward on the 18th day of February A. D. 1882, a summons was
 issued by the Clerk of said Court which reads as follows, viz:-
 Summons

Summons 3984 The State of Ohio }
 Union County, ss. } To the Sheriff of the County of Union, Trusting:
 We command you to notify Daniel S. Ford, W. M. Ford and Sarah A.
 Ford that they have been sued by the Bank of North Lewisburg in the Court of
 Common Pleas of Union County, and that unless they answer by the 18th
 day of March A. D. 1882, the petition of said Plaintiff against them filed
 in the Clerk's Office of said Court, such petition will be taken as true and
 judgment rendered accordingly. You will make due return of this
 summons on the 27th day of February A. D. 1882.

Summons
 3984
 You
 out: see \$530
 What Ret
 The State of
 In your Ca
 o'clock P. M.
 find copies
 of each will
 Service 43, Va
 Sheriff Pts
 The State of
 In your Ca
 o'clock P. M.
 find copies
 of each will
 Service 43, Va

Witness my hand and the seal of said Court, this 18th day of
 February A. D. 1882
 J. Q. Buggie, Clerk
 In actions for Foreclosure of Mortgage. Amount Claimed \$1090⁰⁰
 with 8% int on \$530⁰⁰ from April 13th 1879, and 8% int on \$560⁰⁰
 from April 13th 1880.
 A. J. Carpenter and J. W. Berdick Plaintiffs, Attorneys
 What returned and filed February 22nd 1882, Endorsed as follows:-

Summons
 3984
 Seal
 Seal

Afternoon
 Petition was

Shiiffs Ret The State of Ohio
Muskingum County, ss.

Shiiffs Return

Received this writ February 18th A. D. 1882, at two o'clock
A. M., and pursuant to its command, on the 22nd day of February A. D. 1882
I served the same by leaving a certified copy thereof with the endorments
thereon at the usual place of residence of the within named Daniel S. Ford
one of the within named defendants. W^m M. Ford and Sarah A. Ford are
residents of Logan County Ohio and were not found.
Service 30, Mileage 1.76, Cop. 60, Total \$2.66

John H. Obermack Sheriff

Procipe The Bank of North Lewisburg, Plaintiff

vs.
Daniel S. Ford, et al. Defendants

Court of Common Pleas, Muskingum Co. Ohio
Maysville, February 23rd 1882

In the Clerk of said Court:-

Issue Summons to the Sheriff of Logan County, Ohio for the defendants
W^m M. Ford and Sarah A. Ford returnable according to law. Endorse
Foreclosure of Mortgage. Amount Claimed \$1090⁰⁰ with 8% int. on \$530⁰⁰
from April 13th 1879 and 8% int. on \$560⁰⁰ from April 13th 1880

A. T. Carpenter & J. M. Brodick Plaintiffs Attorney.

On the 23rd day of February 1882, a Summons was issued by the
Clerk of said Court which reads as follows, viz:-

Summons

Summons The State of Ohio
Muskingum County, ss.

3984

To the Sheriff of the County of Logan, Greeting:-
The command is given to notify W^m M. Ford and Sarah A. Ford that
they have been served by The Bank of North Lewisburg in the Court
of Common Pleas of Muskingum County, and that unless they answer by
the 1st day of April A. D. 1882, the petition of the said plaintiff 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 23rd day of
February A. D. 1882

Seal

J. Q. Burgess, Clerk.

In action for Foreclosure of Mortgage, Amt. Claimed \$1090⁰⁰ with 8%
int. on \$530⁰⁰ from April 13th 1879 and 8% int. on \$560⁰⁰ from Apr. 13th 1880

A. T. Carpenter & J. M. Brodick, Plaintiffs Attorney

Writ Returned and filed February 25th 1882, Endorsed as follows:-

Shiiffs Ret The State of Ohio
Logan County, ss.

Shiiffs Return

Received this writ Feb. 24th A. D. 1882, at two
o'clock P. M., and pursuant to its command I served by leaving certi-
fied copies thereof with the endorments thereon at the usual place of residence
of each within named W^m M. Ford and Sarah A. Ford Feb. 23rd 1882
Service 45, Mileage 2.08, Copier 32, Return 25, Postage .06, Total \$3.16

H. M. Olive, Sheriff, Logan Co. Ohio

Afterward on the 23rd day of March A. D. 1882 the following Court
Petition was filed with the Clerk of said Court:-

Answer
3787

The Bank of North Branching Plaintiff
vs
Daniel S. Ford et al. Defendants

County of Hancock, Mass, District Court
Answer and Cross Petition

Now comes the J. A. Case Thrashing Machine Co. and for Answer in the above case by way of Cross Petition says that on the 22nd day of July A. D. 1878, W^m M. Ford by the Records of deeds of said County of Quincy, Ohio, appeared to be and as this defendant believes and avers was the owner of the 16 1/2 acres of land in said petition described. That on said 22nd day of July 1878, W^m M. Ford in consideration of six hundred and thirty dollars paid him in a Thrashing machine by J. A. Case and Company, conveyed said 16 1/2 acres to said J. A. Case & Co. by his Mortgage Deed of that date to secure four promissory notes that day given by him to said Co. for one hundred and fifty seven and one half dollar each, all on 8% interest and due as follows, viz: - One Nov. 1st 1878, one Nov. 1st 1879, one Nov. 1st 1880 and one Nov. 1st 1881, which mortgage was, after being so executed and delivered, duly recorded in the Records of Mortgages of said County, August 3rd 1878 in Vol. 14, page 391 that the first two notes have been paid and \$27⁵⁰ credited on the third of said notes July 9th 1880, but there remains due and unpaid \$157⁵⁰ with 8 per cent int. from July 22nd 1878, and \$157⁵⁰ with 8 per cent int. from July 22nd 1878 less the credit aforesaid of \$27⁵⁰ made July 9th 1880, that the said J. A. Case at the time he received said mortgage in good faith believed said W^m M. Ford was the owner in fee simple of said land and had not any knowledge or information that said D. S. Ford pretended to have or had any claim on said lands whatever.

The said defendants further by way of Cross Petition say that afterwards on the 20th of August 1880, the said W^m M. Ford executed to said J. A. Case Thrashing Machine Co. his other mortgage deed for said 16 1/2 acres of land in consideration of four hundred and fifty dollars for which said W^m M. Ford gave his three notes of \$150⁰⁰ each payable to said Case and Co. with six per cent interest from June 1st 1881 due on Jan. 1st 1882; one Jan. 1st 1883; one Jan. 1st 1884, ^{the first date changed to Aug. 1, 1882} also signed by Andrew J. Heath and to secure which he and his wife Irene E. Heath executed their mortgage deed to said Case & Co. for lot of 1/2 an acre as follows part of Survey No. 5777: Beginning at the South East corner of a lot conveyed by David Paul to Samuel Griffin thence with the line of said lot N. 39° E. & poles thence S. 39° W. & poles thence S. 51° E. 10 poles, thence S. 39° W. & poles to the Mansville road, thence with said road N. 5° W. 10 poles to the beginning, which was conveyed by Chas. B. Stout & wife to Andrew J. Heath by deed January 6th 1876 and recorded in Vol. 45 Page 336 of the Records of Deeds of said County, which mortgage of Aug. 23rd 1880, was duly recorded Aug. 25th 1880 in Vol. 16 on page 250 and which mortgage of Andrew J. Heath was duly recorded August 24th 1880, in Vol. 16 page 249. That on the 20th day of August 1880 when J. A. Case Thrashing Machine Co. received said last mentioned mortgage from said W^m M. Ford they had no knowledge whatever that said D. S. Ford had or pretended to have any claim upon said lands. The said J. A. Case & Co. duly assigned for full and sufficient consideration said first mortgage to the said J. A. Case Thrashing Machine Co.

which is an
of Hancock
since learned
said W^m M. Ford
also informed
D. S. Ford
without rec
to be conveyed
D. S. Ford
him execute
find out who
Therefore the
sum due wa
to satisfy sa
on said sec
notes yet de
an equity a

The State of
Quincy Ohio
be is inform
true and
is now use

Sworn to
of March

Affirmed
to Answer and
The Bank

Reply
3787

Daniel S. Ford
Reply
And now
petition of
That on the
and Sarah
premises, des
Daniel S. Ford
negligence a
placed upon
deed was ex
of being sec
standing as
plaintiff de
and the m
ence as ag
Plaintiff a

which is an incorporated Company duly chartered under the laws of the State of Wisconsin and now owns all of said mortgages. This defendant says it has since learned that said D. S. Ford claims to have an unrecorded deed from said Mrs. M. Ford and wife for said 16 1/2 acres of land but this defendant is also informed and believes and avers that the same was executed to said D. S. Ford by said Mrs. M. Ford for the purpose of being secretly held by him without record with the agreement and understanding that the same should be reconveyed to said Mrs. M. Ford and this defendant says that said D. S. Ford kept the same without record secretly and the mortgages by him executed on said land have no legal existence as against this defendant who had no knowledge of the same.

Therefore this defendant asks a decree against said W. M. Ford for said sums due on said first mortgage and an order of sale of said 16 1/2 acres to satisfy same and that they also have decree for said \$150.00 past due on said second mortgage shown and their rights protected to said note get due and that such other and further relief be given them as equity requires.

Robinson & Piper Attorneys for
J. I. Case, Thrashing Machine Co.

The State of Ohio }
Union County, ss. }

J. W. Robinson being duly sworn deposes and says he is informed and believes the allegations of the above Cross Petition are true and that he is Attorney for the J. I. Case Thrashing Machine Co. which is now resident of said County.

J. W. Robinson

Sworn to before me and signed in my presence this 23rd day of March A. D. 1882
J. D. Bourque, Clerk

Afterward on the 25th day of March A. D. 1882 the following Reply to Answer and Cross Petition was filed with the Clerk of said Court:-

Reply
3984

The Bank of North Lewisburg Plaintiff }
Against } Court of Common Pleas, Union Co.
Daniel S. Ford et. al. Defendants }

Reply to Answer and Cross Petition of J. I. Case Thrashing Machine Co. And now comes the said plaintiff and for reply to the answer and cross petition of said defendant J. I. Case Thrashing Machine Company says: That on the 2nd day of April A. D. 1878 the said defendants Mrs. M. Ford and Sarah A. Ford conveyed all their right title and interests in the premises described in said petition of plaintiff herein filed to said defendant Daniel S. Ford by a good and sufficient deed of General Warranty, but by the negligence of said D. S. Ford, and for no other reason the same was never placed upon the records of said County, and plaintiff denies that "the said deed was executed to said D. S. Ford by said Mrs. M. Ford for the purpose of being secretly held by him without record with the agreement and understanding that the same should be reconveyed to said Mrs. M. Ford" and plaintiff denies that "said D. S. Ford kept the same without record secretly and the mortgages executed by him on said land have no legal existence as against this defendant who had no knowledge of the same" Plaintiff avers that said mortgage mentioned in its said petition herein

filed was given for a full, fair and valuable consideration and was taken in settlement of a prior indebtedness due from said defendant D. S. Ford and Mrs M. Ford and plaintiff avers that it is in no way or manner responsible for or connected with the said negligence of said D. S. Ford in so failing to record his said deed. Plaintiff further says that at the time of the execution of the said mortgages by said Mrs M. Ford to said defendant J. S. Case Threshing Machine Co. the said defendant Mrs M. Ford executed and delivered to the said J. S. Case Threshing Machine Co. his chattel mortgage covering a large amount of personal property which plaintiff believes and therefore avers is more than sufficient to satisfy all of said indebtedness of the said J. S. Case Threshing Machine Co. and that in justice and equity to the rights of said plaintiff the said defendant J. S. Case Threshing Machine Co. ought to be compelled to exhaust the said personal property as well as the the said mortgage taken by it from said Andrew J. Deaite, before being entitled to claim any of the proceeds from the said premises herein described.

Plaintiff therefore prays as in its petition herein filed it has prayed and in addition thereof that the said J. S. Case Threshing Machine Co. be compelled by an order from this Court to exhaust all its other securities as above mentioned before claiming any part of the proceeds herein and for all other and further order herein as to the Court may seem right and proper and that justice and equity may demand.

A. T. Carpenter & John M. Burdick Attys for Plaintiff

The State of Ohio, }
 County of Summit, ss } John M. Burdick being sworn makes oath that he is one of the Attorneys for said plaintiff herein duly authorized; that said plaintiff is a non-resident of said County of Summit and that the facts stated in the foregoing reply are, as affiant believes, true.

John M. Burdick.

Sworn to by said John M. Burdick before me and signed by him in my presence this 25th day of March A. D. 1882

J. Q. Burger, Clerk.

Afterward on the 2nd day of May A. D. 1882, an Answer was filed with the Clerk of said Court which reads as follows, to-wit

Answer
3754

The Bank of North Bowling, Plaintiff }
 vs. } Court of Common Pleas, Summit County O.
 D. S. Ford, et al. Defendants }

The defendant Mrs M. Ford for answer to the plaintiffs petition says he was on the day of April 1878 - its not remember the exact day - the owner of the land in said petition described and in order to enable his brother D. S. Ford to sell the same for this defendant he conveyed said land to said D. S. Ford on that day without any consideration whatever and for no other purpose whatever and for that reason said deed was by the agreement of said grantor and grantee not recorded and was not to be recorded unless the land should be sold. That said deed was never recorded and this defendant had no knowledge whatever that said D. S. Ford had given any mortgage thereon until today after the pretended mortgage mentioned in plaintiffs petition and further this defendant says the said mortgage mentioned in

plaintiffs petition
 this defendant
 said D. S. Ford
 record in said
 was not had
 believed said
 and the said
 consideration
 mortgage in
 same was
 the plaintiff
 given by D. S.
 that he have

The State of
 Summit County
 believes this
 Answer to be

Afterward
 by the Clerk of
 Bank of North
 Daniel S. C.

Entry
3984

Reply
3984

Afterward
 W. M. Ford
 The Bank of
 Daniel S. C.
 and for rep
 says: That
 the execution
 Ford was the
 the time of
 said D. S. C.
 the cashier of
 allegation

The State of
 County of Summit
 in view of the
 plaintiff is

plaintiff's petition as given to E. S. Wallendar was without any consideration to this defendant or to said D. S. Ford and was obtained by the representation of said E. S. Wallendar that said D. S. Ford was then liable to pay the note mentioned in said mortgage to E. S. Wallendar; whereas in fact said D. S. Ford was not liable on said note and was deceived by said representations and believed said representations and was thereby induced to execute said mortgage and the same is void, and of no force for want of any indebtedness or consideration to sustain the same. That E. S. Wallendar at the time said mortgage was given was the Agent and Cashier of said plaintiff and the same was taken to him as well as said note for the use and benefit of the plaintiff. Therefore this defendant prays decree that said mortgage given by D. S. Ford be declared void and the same be cancelled and that he have such further relief as equity may require

Robinson & Piper Attys for Wm. M. Ford

The State of Ohio }
 Union County, ss. } Wm. M. Ford defendant being duly sworn says he believes the allegations of the foregoing answer are true

W. M. Ford.

Sworn to before me and signed in my presence this 2nd day of July 1882
 J. Q. Buegner, Clerk

Afterward on the 23rd day of May 1882, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry 3984

Bank of North Lewisburg, Plaintiff }
 vs. } Entry
 Daniel S. Ford, et. al. Defendants }

This day this case was continued by agreement of parties with leave to plaintiff to file Reply to Answer of defendant Wm. M. Ford, by the 15th of July A. D. 1882.

Afterward on the 19th day of July A. D. 1882, the following Reply to Answer of W. M. Ford was filed with the Clerk of said Court:-

Reply 3984

The Bank of North Lewisburg, Plaintiff }
 vs. } Court of Common Pleas of Union County O.
 Daniel S. Ford, et. al. Defendants } Reply to Answer of W. M. Ford.

And now comes the said plaintiff and for reply to the Answer of said W. M. Ford, defendant herein filed says: That it admits that on the said 2nd day of April A. D. 1878, and until the execution of the deed mentioned in said answer, the said defendant W. M. Ford was the owner of the lands therein referred to, and plaintiff admits that at the time of the execution of said mortgage, mentioned in said answer, by said D. S. Ford to the said E. S. Wallendar, by the said, E. S. Wallendar, was the cashier of said Bank, Plaintiff, and plaintiff denies each and every allegation in said Answer contained, except as herein admitted.

A. S. Carpenter and John M. Brudick, Attorneys for Plaintiff

The State of Ohio }
 County of Union, ss. } John M. Brudick being sworn makes oath that he is one of the attorneys for said plaintiff, duly authorized and that said plaintiff is a non-resident of said County of Union, and that the facts

stated in the foregoing pleading as, affiant believes, true.

John M. Brodick

Sworn to by said John M. Brodick before me and signed by him in my presence this 17th day of July A.D. 1882

J. Q. Burgess Clerk.

Afterward on the 16th day of January A.D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to wit:-

Entry 3954

The Bank of North Lewisburg, Plaintiff
vs.
Daniel S. Bond, et al. Defendants

In the Court of Common Pleas, DeWitt County, Ohio
Entry

This day this cause came on for hearing on the petition, the answer of the defendant, W. M. Bond, the Reply of the plaintiff thereto the answer and cross petition of the defendant J. A. Case Plumbing Machine Co., and the reply of the plaintiff thereto and the evidence, and the same were argued by counsel and submitted to the Court. on consideration whereof the Court find that the deed executed by the said defendants W. M. Bond and Sarah H. Bond to the defendant Daniel S. Bond is a good and valid deed conveying the premises therein described to the said defendant Daniel S. Bond and that the legal title to said premises is now in the said defendant Daniel S. Bond, that the said defendant Daniel S. Bond, who was at the time of the execution thereof an unmarried man, executed and delivered to the plaintiff, The Bank of North Lewisburg, the mortgage deed in the petition described, and in the premises therein described, that said mortgage was duly recorded in Book 14 Page 26 of the Records of Mortgages of DeWitt County, Ohio. The Court further find that the conditions of discharge in said mortgage has been broken, and that said plaintiff is thereby entitled to have the said defendant's (Daniel S. Bond) equity of redemption foreclosed. It is therefore considered, ordered and decreed that unless the said defendant Daniel S. Bond, shall within ten days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this case and to the said plaintiff the sum of One Thousand Three Hundred and Seventy and 7/100 Dollars with interest from the eighth day of January A.D. 1883 according to the terms of said mortgage deed the said defendant's equity of redemption be foreclosed, and said premises shall be sold, and an order of sale shall issue therefor to the Sheriff of DeWitt County, Ohio, directing him to sell said premises as upon execution and bring the proceeds into Court for further order. The Court further find upon the issue joined that the two mortgages of the said defendant, The J. A. Case Plumbing Machine Company are valid and subsisting liens upon said premises and that the priority thereof in connection with the said plaintiff's mortgage is as follows: The Court find that, as in its answer and cross petition herein set forth, the second mortgage of said defendant is the first and best lien on said premises and is entitled to priority over all others; that the said plaintiff's mortgage is the second lien on said premises and the first described mortgage of said defendant The J. A. Case Plumbing Machine Company is the third lien thereon. The Court further find from the evidence that said defendant The J. A. Case Plumbing Machine Company has other security for its said second mortgage and that as between the said plaintiff and the said defendant the same should be exhausted before applying any part of the proceeds of the sale of the premises

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...J. A. Case...
...4002...
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...is an...
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...Andrew J...
...their...
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...A. D. 1882...
...That...
...in order...
...Company...
...Union, the...

business mentioned to said claim. It is therefore considered, ordered, adjudged and decreed that the said defendant, The J. D. Case Thrusting Machine Company, proceed at once to exhaust all the securities it may have on its said second mortgage and apply the same to the payment of its said second mortgage as far as they may go.

It is further ordered that the case of J. D. Case Thrusting Machine Company, vs. Andrew J. Heath et al. No. 4002 on the Records of this Court be consolidated with this action and that the same proceed after consolidation as No. 3954.

And it is further ordered that the case be heard and the Court find that to secure the notes mentioned in said mortgage dated August 1880 the said Thrusting Machine Company have a lien on the chattel property described in its petition in case No. 4002 and it is also found that there is due said Company on the first two notes in said second mortgage in said petition described the sum of three hundred dollars with six per cent interest from June 1st 1881 amounting on the 16th day of January 1883 to three hundred and twenty nine dollars and twenty five cents and there is one note described in said petition not yet due.

It is therefore considered and decreed by the Court that unless said Mrs. Ford or A. J. Heath within ten days pay said sum of three hundred and twenty nine and 25/100 dollars found due said Company and their costs interest, that an order of sale issue to the Sheriff of this County commanding him to advertise and sell said personal property and said 16 1/2 acres of land in said petition of the Bank of North Lewisburg described and the Court further find that there is due said Company from said Mrs. Ford on said first mortgage given and dated July 22nd 1878, the sum of Three hundred and ninety six and 2/100 Dollars and it is ordered and decreed that if said Mrs. Ford fail to pay said \$396 2/100 within ten days that an order of sale issue to the Sheriff of this County commanding him to sell said 16 1/2 acres of land according to law and as the rights of A. J. Heath in the premises not herein before settled by the decree of this Court. This case is continued and as to said note not due case is continued.

Wherefore, to-wit, On the 3rd day of April A. D. 1882, the following Petition was filed with the Clerk of said Court:

Petition
4002

J. D. Case Thrusting Machine Co. Plaintiff
vs
Andrew J. Heath, Emma E. Heath and Mrs. M. Ford, Defts.

Court of Common Pleas
Waynes County Ohio
Petitioner

The plaintiff says, it is an incorporated Company created under the laws of the State of Wisconsin under said name. That on the 23rd day of August 1880, Mrs. M. Ford and Andrew J. Heath aforesaid executed and delivered to the plaintiff their joint and several promissory note for One hundred and fifty dollars payable to said Company on the first day of January A. D. 1882, with interest at six per cent from the first day of June 1881. That on same day the said Andrew J. Heath and his wife Emma E. Heath in order to secure the payment of said note of \$150.00 executed to said Company their mortgage deed for the following real estate in said County of Wayne, the State of Ohio and in the town of Newton, Being a part of Survey

No. 5777. Beginning at the South East corner of a lot of land conveyed by David Paul to Samuel Griffin thence with the line of said lot 39. E 8 poles, thence S 39 W 8 poles, thence S 51 E 10 poles, thence S 39 W 8 poles to the Mansfield road, thence with said road North 5 W 10 poles to the beginning, containing 1/2 an acre which was conveyed by Elias D. Hunt and wife to Andrew J. Hoar by deed dated January 6th 1876 and recorded in Vol. 45 page 336 of the Records of Deeds of said County and which mortgage was duly Recorded Aug. 27th 1880, in vol. 16 page 249 of said Records: That not any part of said \$150.⁰⁰ or interest have been paid and the same remains due the plaintiff and is a lien on said lot of 1/2 acre. The plaintiff further says that at the same time on the 23rd day of August 1880 the said Mrs. M. Bond executed to the plaintiff his chattel mortgage for the following personal property owned by him to secure said \$150.⁰⁰ note and two other notes of the same amount each and of the same date one due January 1st 1883 and one due January 1st 1884 with interest from June 1st 1881 and which last notes also are owned by the plaintiff said personal property is described in said chattel mortgage as follows viz

"One thirty six inch cylinder Belt Agitator Separator together with the trucks upon which it is mounted and one lighted foot printed stacker also double and single tree four belts one tally box, one elevator and one set of elevator springs and rods together with all the tools and wrenches and riddles to constitute a complete machine of agitator kind being the same agitator Separator sold to the said Mrs. M. Bond of Union County Ohio by John Ackerman Agent of the said J. I. Case Pumping Machine Company at Columbus Ohio, which chattel mortgage was duly filed with the Township Clerk of Liberty Township Union County Ohio where said Bond resides and was recorded by him Aug. 24th 1880 and on which property plaintiff has his lien to secure said three notes of \$150.⁰⁰ each. The plaintiff asks an account of same dueth an account of said notes and mortgages and that an order of sale of said real estate and said personal property may be had to satisfy said claims and for other proper relief.

Robinson & Piper Attorneys for Plaintiff

The State of Ohio

Union County ss. J. W. Robinson being duly sworn deposes and says he is one of the plaintiffs Attorneys in the above case and the plaintiff is not a resident of said County and he believes the allegations in the foregoing petition are all true.

J. W. Robinson

Sworn to before me and signed in my presence this 3rd day of April 1882

J. R. Burgess, Clerk.

J. I. Case Pumping Machine Co. Plaintiff

Court of Common Pleas Union Co. Ohio
Maysville April 3rd 1882

Andrew J. Hoar et al. Defendants

To the Clerk of said Court:-

Issue summonses in the above case to the Sheriff of Logan County for Mrs. M. Bond returnable according to law. Enforce foreclosure of mortgage on real estate and personal property.

Robinson & Piper Attorneys for Plaintiff

On the 3rd day of April A.D. 1882 a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons 4002 The State of Ohio Union County The court was convened by J. I. Case Plaintiff Union County 1882, the petition of said Court accordingly. April A.D.

[Seal]

In action

What returned

Shelf's Ret The State of Logan Co

M., case of Mrs. M. Bond under service Service 30, 1882

Præcipe J. I. Case Plaintiff

Andrew J. Hoar et al.

case to the Sheriff of Logan County to enforce mortgage on

On the 3rd day of April A.D. 1882 a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons 4002 The State of Ohio Union County

The court was convened by J. I. Case Plaintiff Union County 1882, the petition of said Court accordingly. April A.D.

[Seal]

In action

What returned

Summons

Summons
4002

The State of Ohio }
Union County, ss.

To the Sheriff of the County of Logan, Greeting:-
The command given to notify ^{Wm} M. Ford that he has been served by the
J. I. Carr Thrashing Machine Company in the Court of Common Pleas of
Union County, and that unless he answers by the 6th day of May A. D.
1882, the petition of the said Plaintiff 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 17th day of
April A. D. 1882.

Witness my hand and the seal of said Court, this 3rd
day of April A. D. 1882

J. Q. Bourgeois Clerk.
In action for foreclosure of mortgage on Real Estate and personal property
Robinson & Piper, Plaintiffs Attorneys.

Writ returned and filed April 8th 1882 Endorsed as follows, viz:-

Sheriff's Ret

The State of Ohio }
Logan County }

Sheriff's Return
Received this Writ April 5th 1882, at two o'clock P.

M., and pursuant to its command I served the within named
Wm M. Ford by leaving a certified copy of this Writ with the
endorsements hereon at his usual place of residence April 6th 1882.
Service 30, Mileage 1.92, Copy 16, Return 25, Postage .06, Total \$ 2.69
H. M. Olson Sheriff Logan Co. Ohio.

Receipt

J. I. Carr Thrashing Machine Company }
as } Court of Common Pleas, Union Co. Ohio
Andrew J. Heath et al, Defendants } Marysville April 3rd 1882

To the Clerk of said Court: I have served in the above
case to the Sheriff of Union County Ohio, for Andrew J. Heath and
Irene E. Heath, returnable according to law. Endorse foreclosure of
Mortgage on real estate and personal property
Robinson & Piper Plaintiffs Attorneys

On the 3rd day of April A. D. 1882, a Summons was issued by the
Clerk of said Court which reads as follows, to-wit
Summons

Summons
4002

The State of Ohio }
Union County, ss.

To the Sheriff of the County of Union, Greeting:-
The command given to notify Andrew J. Heath and Irene E. Heath that they have
been served by the J. I. Carr Thrashing Machine Co. 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 Plaintiff 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 17th day of April A. D. 1882.

Witness my hand and the seal of said Court, this 3rd day of April
A. D. 1882.
J. Q. Bourgeois Clerk

In action for foreclosure of mortgage on real estate and personal property
Robinson & Piper Plaintiffs Attorneys

Writ returned and filed April 12th 1882, Endorsed as follows:-

(over)

Shiffers
 The State of Ohio
 Union County ss. Sheriff Returns
 Received this 11th day of April A.D. 1882, at ten o'clock A.M., and
 pursuant to its command, on the 11th day of April A.D. 1882, I served the same by
 delivering a certified copy thereof with the endorsement thereon to the parties named
 Andrew J. Heath and Susan E. Heath defendants
 Service 45; Mileage 1.60, Copy 40, Total \$2.45
 John H. Oberacker Sheriff

Entered on the 24th day of May 1882 an Entry was made on the journal by
 the Clerk of said Court which reads as follows, to-wit:-
 J. C. Case Plumbing Machine Co. Plaintiff
 vs.
 Andrew J. Heath, et al. Defendants
 Entry

This day came the plaintiff and defend-
 ants came not but made default whereupon the Court being fully advised
 in the premises do find for plaintiff and against the defendants; and that
 there is due plaintiff on said mortgage in said petition described the sum of
 one hundred and fifty eight and ³⁷/₁₀₀ dollars. It is therefore ordered and decreed
 that if said defendants fail for ten days from the 25th of May 1882 to pay said
 sum of \$158 ³⁷/₁₀₀ with the interest thereon from date and the costs of this proceeding
 that an order of Sale issue for the sale of said premises in said petition des-
 cribed, commencing the Sheriff of this County to appraise, advertise and sell
 said premises according to law, to satisfy said plaintiff in said sum and
 for the purpose of such sale this case is continued.

J. C. Case Plumbing Machine Co. Plaintiff
 vs.
 Andrew J. Heath et al. Defendants
 Court of Common Pleas, Union County Ohio
 Marysville August 11th 1882
 To the Clerk of said Court:- Issue an Order of sale in the
 above case to the Sheriff of said County, returnable according to law.
 Robinson & Peiper Attorneys for Plaintiff,
 Order of Sale

Order of
 Sale
 4002
 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 24th day of May A.D. 1882, in the case of J. C. Case
 Plumbing Machine Company Plaintiff, and Andrew J. Heath and others
 Defendants, it was ordered, adjudged and decreed as follows, to-wit:-
 That if the said Defendants fail for ten days from the 25th day of May A.
 D. 1882, to pay said sum of One Hundred and fifty eight and ³⁷/₁₀₀ Dollars with
 interest thereon from this date and the costs of this proceeding that an Order
 of Sale issue for the sale of the following property described as follows: Situate
 in said County of Union and State of Ohio, being a part of Survey No. 5777
 beginning at the South East corner of a lot of land conveyed by David Paul
 to Samuel Griffin, thence with the line of said lot N. 39. E 8 poles, thence
 S. 39. N. 8 poles, thence S. 51 E 10 poles, thence S. 39 N. 8 poles to the Marysville
 road, thence with said road north 5 West 10 poles to the beginning, con-
 taining 1/2 acre, which was conveyed by Charles L. Stout and wife to
 Andrew J. Heath by deed dated Jan. 6th 1876 and recorded in Volume 45
 Page 336 of the Record of Deeds of said County and which mortgage

was duly reco
 We therefore co
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{Seal}

Shiffers
 The State of
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 John H. Ober
 said County
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 A certified c
 the Clerk of
 August 1882
 paper printed
 said lands
 Court House
 one o'clock
 Service 30, Copy
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 Appraisers 9

This writ
 Bank of
 Daniel
 Receipts
 3984
 J. C. Case
 On the
 by the Clerk of
 Order of Sale
 The State of
 Union Cou
 Whereas, a

was duly recorded August 27th 1880, in Vol. 16, Page 249 of said Records.
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 Court of Common Pleas, and the Seal of said Court, at Mayville, Ohio, this 11th day of August - A. D. 1882

{Seal}

J. D. Burgrave, Clerk.

Sheriff's Return

Sherriff's Retn The State of Ohio
Union County, ss. In obedience to the command of the Order of Sale hereto annexed I did, on the 12th day of August 1882, summon D. D. Dordick, John F. Moore, J. M. Mulford 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 12th day of August, 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 Seventy 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 16th day of August 1882 I caused to be advertised in the Mayville Tribune (a news-paper printed and published, and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court House of said County on the 16th day of September A. D. 1882, at one o'clock P. M. of said day.

Swice 30, Levy 30, Summoning and Swearing Appraisers 1.20, Writing Appraisal 30, Copy of Appraisal 30, Notice to Printer 30, Writing Notice 30, Mileage 1.60 Total \$4.60
Appraisers per 3.00, Printers per 11.00.

John H. Coburnack Sheriff.

This writ ordered returned by plaintiffs Attorneys, Robinson & Piper

Bank of North Lewisburg, Plaintiff }
vs. } Court of Common Pleas, Union County Ohio
Daniel Bond, et al. Defendants } Mayville March 24th 1883

Principals 3984 In the Clerk of said Court:-
I have an Order of Sale in the above case for sale of property in name of Andrew J. Heath in Newton, Ohio, returnable according to law.
Robinson & Piper, Attorneys for Plaintiff

On the 24th day of March A. D. 1883, an Alias Order of Sale was issued by the Clerk of said Court which reads as follows, to-wit:-

Order of Sale

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

in said County of Union upon the 24th day of May 1883 The J. I. Case Pushing Machine Company obtained a judgment or decree against Andrew J. Heath Anna Heath and William M. Wood for the sum of One Hundred and fifty eight and 3/4 Dollars and costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed that the said Andrew J. Heath et al within ten days from the 25th day of May A. D. 1882, pay unto the said J. I. Case Pushing Machine Co. the said sum of One Hundred and fifty eight and 3/4 Dollars with interest from the 24th day of May 1882 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 the plaintiffs petition, &c. And whereas, the ten days aforesaid, have fully expired and the said sum of \$158^{3/4} 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 11th day of August A. D. 1883, the following lands and tenements were appraised, advertised and offered for sale, to-wit: Situate in said County of Union and the state of Ohio, in the Town of Skrubbin being a part of survey No. 5777. Beginning at the South East corner of a lot of land conveyed by David Paul to Samuel Griffin, thence with the line of said lot N. 39 E. 8 poles, thence South 39 N. 8 poles, thence S. 61 E. 10 poles, thence S. 39 N. 8 poles to the Marysville road, thence with said road North 5. N. 10 poles to the beginning, containing 1/2 an acre, which was conveyed by Elias D. Stout and wife to Andrew J. Heath by deed dated January 6th 1878, recorded in Volume 45 page 236 of the Records of said County and which mortgage was duly recorded Aug 27th 1880 in Vol. 16, Page 249 in said Records.

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 aforesaid order had under the said former order of sale to-wit: \$75⁰⁰ 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 O this 24th day of March A. D. 1883
 J. D. Dargatz, Clerk
 Sheriff's Return

Sherriff's Return

The State of Ohio
 Union County, ss. In obedience to the command of the order of sale unto annexed, I did, on the 3rd day of April 1883 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 5th day of May A. D. 1883, 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 5th day of May A. D. 1883 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 there came Thomas Hatch who

bid for the same
 two thirds of the
 and best bidder
 and tenements
 Notice to Public
 June 10th 83

Proof of Publication

On the 4th
 with the Clerk
 The J. I. Case
 A. J. Heath,

directed from
 Public Sale
 day May 5th
 following day
 Union, State
 Survey No. 5
 by David Paul
 East 8 poles;
 South 39 N
 West 10 poles to
 ed by Charles
 and recorded
 and which is
 page 249 in

Robinson &
 The necessary
 notice was
 a newspaper
 time beginning

Sworn to and

The Bank of
 Daniel S. O.

3984

Issue an O
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 plaintiffs fee
 further order

On the
 Clerk of said

bid for the same the sum of Seventy five (75) Dollars, and said sum being more than
two thirds of the appraised value thereof, and said Thomas Hatch being the highest
and best bidder thereof, I then and there publicly sold and struck off said lands
and tenements to him for said sum of Seventy five Dollars.

Notice to Debtors 39, Writing Notice 39, Mileage 1.60, Postage 1.40, Total \$ 3.60, Printed
per 10.50
John H. Kobersack, Sheriff.

On the 4th day of April 1883, the following proof of publication was filed
with the Clerk of said Court, to-wit:-

Proof of
Publication

Sherriff's Sale
The J. Case Pumping Machine Co. Plaintiff
vs.
A. J. Heaste, et. al. Defendants
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 north door of the Court House, in Mansville, Ohio, on Satur-
day May 5th, 1883, 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 of Kenton, County of
Union, State of Ohio, and being known and described as being a part of
Survey No. 5777, beginning at the south east corner of a lot of land conveyed
by David Paul to Samuel Griffin: thence with the line of said lot West 39
East 8 poles; thence South 39 West 8 poles; thence South 57 East 10 poles; thence
South 39 West 8 poles to the Mansville road; thence with said road North 5
West 10 poles to the beginning; containing one half acre, which was convey-
ed by Charles L. Stout and wife to Andrew J. Heaste, dated January 6th 1871
and recorded in volume 45 page 338 of the records of deeds of said County
and which mortgage was duly recorded August 27th 1880, in volume 18,
page 249 in said record. Appraised at \$ 75.00. Terms of Sale - Cash

John Kobersack, Sheriff

Robinson & Piper, Attorneys.

The State of Ohio, Union County, s. s.

The undersigned, being duly sworn, says that a copy of the annexed
notice was published for five consecutive weeks in the Mansville Tribune
a newspaper of general circulation in the County of Union, the first publica-
tion beginning with April 7th 1883.

W. O. Shuman

Sworn to and subscribed before me, this 10 day of May 1883

J. Q. Burgess Clerk.

Receipt

The Bank of North Lewisburg Plaintiff
vs.
Daniel S. Paul et. al. Defendants
Court of Common Pleas, Union County, Ohio
Mansville, January 24th 1883

To the Clerk of said Court:-

3784

I issue an Order of Sale in the above case to Sheriff of Union County Ohio, com-
manding him to appraise, advertise and sell the premises described in
plaintiff's petition herein and bring the proceeds of said sale into Court for
further order herein. returnable according to law.

A. J. Carpenter vs John M. Dondrick, Attorney for Plaintiff

On the 26th day of January 1883, an Order of Sale was issued by the
Clerk of said Court which reads as follows, to-wit:-

Order of Sale

Order of Sale 3987

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 Mansville, in and for said County, on the 16th day of January A. D. 1883 in the case of The Bank of North Lewisburg Plaintiff and David S. Bond et al Defendants, it was ordered, adjudged and decreed as follows, to-wit: that unless the Defendants David S. Bond, shall within ten days from the reading of this decree, pay or cause to be paid to the Clerk of this Court the costs in this case, and to the said plaintiff the sum of One Thousand, Three hundred and twenty and 7/10 Dollars with int from the 8th day of January 1883 according to the said terms of said mortgage deed, the said defendants, equity of redemption be foreclosed and said premises shall be sold, and an order of sale shall issue therefor to the Sheriff of Union County, Ohio, directing him to sell said premises as upon execution, and bring the proceeds into Court for further order, commanding him to sell under said order and decree as above stated the following described property, Situate in the State of Ohio, County of Union and Township of Allen, Part of Virginia Military Survey No. 12282 and bounded and described as follows: Beginning at a stone in the center of the Middleburg and Newton road, and South East corner of D. Jigler's land and near the school house in Sub-district No. 5 Liberty township, Union County, Ohio; thence N. 87 1/2° E. along the center of said road 106 poles to a stone in the line of Richard Bonds land; thence S 56° N. 85 1/2° poles to a stone in the line of William Marshall's land; thence N. 36° 25' W. 61 poles to the place of beginning, containing sixteen and one half acres of land. 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 per 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 Mansville, Ohio, this 26th day of January A. D. 1883.

J. Q. Burgess Clerk

Sheriff's Return

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 5th day of February 1883, summon A. Warner, George Ream, Orion Benton 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 5th day of February, A. D. 1883 said appraisers returned to me under their hands and seals, that they did upon actual view of the premises estimate and appraise the real value in money of the same at Thirty-five Dollars 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 7th day of February 1883

I caused to be published and inserts to be sold the 9th day of advertised to the day of notice, I did above recited and three more of Twenty Three than heretofore being the and struck off Three and Five Service 39, King us 2.00, Whittier Notice 39, Price 20.16, Appraisers

On the 9th with the Clerk

Appraisal 3987

Ohio, the... of Union, Co... by John H. Cole appraisers, upon records, to-wit: ship of Allen described as and Court No. the School house thence N. 87 1/2° Richard Bonds Marshall's land six acres and the Court of North Lewisburg O forthwith, after same one of Given under

I hereby certify Appraised in

Afterward filed with the

I caused to be advertised in the Mayeville 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 9th day of March A.D. 1883, 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 9th day of March, A.D. 1883, at the time and place above recited, proceed to offer said lands and tenements at public sale and there and then came James W. Robinson, who bid for the same the sum of Twenty Three and ⁵⁰/₁₀₀ Dollars per acre and said sum being more than two-thirds of the appraised value thereof, and said James W. 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 Twenty Three and ⁵⁰/₁₀₀ Dollars per acre.

Service 39, Duty 39, Summoning and Serving Appraisers 1.29, Conveying Appraisers 2.00, Writing Appraisal 39, Copy of Appraisal 39, Notice to Order 39, Writing Notice 39, Mileage 2.40, Poundage 5.32 Total \$13.23 Taxes paid by Sheriff 30.16, Appraisers fees 3.00, Order's fee 10.00.

John Hoberack Sheriff

On the 9th day of March 1883, the following Land Appraisal was filed with the Clerk of said Court, to-wit: -

Shiff's Land Appraisal

Appraisal 3984

We, the undersigned, disinterested freeholders and residents of the County of Union, and State of Ohio, having been duly summoned and sworn by John Hoberack, Sheriff in and for said County, impartially to appear, upon actual view, the following described Lands and Tenements, to-wit: - Situate in the State of Ohio, County of Union and Township of Allen part of Virginia Military Survey No. 12282 and bounded and circled as follows: Beginning at a stone in the corner of the Middleburg and Newton road and with the East corner of D. Fidler's land and near the School house in subdivision No. 5 Liberty Township, Union County Ohio thence N. 87 1/2° E. along the centre of said road 106 poles to a stone in the line of Bridgell Parole land, thence S. 56° N. 85 3/4° E. poles to a stone in the line of William Marshall's land; thence N. 36° 25' W. 61 poles to the place of beginning, containing sixteen and one half acres of land to be sold on Order of Sale issued from the Court of Common Pleas of said County, in the action of Bank of North Lexington Ohio Plaintiff against Daniel S. Ford 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 Thirty Five Dollars per acre.

Given under our hands and seals, this 5th day of February, A.D. 1883.

A. Warner {Seal}
Geo. Recum {Seal}
O. Benton {Seal}

I hereby certify the within to be a true and correct copy of the original Appraisal in said case. A.D. 1883.

Attest John Hoberack Sheriff

Afterward on the 4th day of June 1883, the Proof of Publication was filed with the Clerk of said Court, which reads as follows, to-wit (over)

Shiuff's Sale

Recd of Publication 3984

Bank of North Lewisburg, Plaintiff
as
Daniel S. Ford, et al Defendants

Court of Common Pleas, Union County, O.
On Order of Sale

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, State of Ohio, I will offer at public sale at the north door of the court-house, in Marysville, Ohio, on Friday, March 9th 1883, 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, and being known and described as part of Virginia Military Survey of 12282, and bounded and described as follows, Beginning at a stone in the center of the Middleburg and Newton road and south east corner of D. Jiglus land and near the school house in sub-district No 5 Liberty Township Union County, Ohio; thence North 87 1/2° East along the center of said road 106 poles to a stone in the line of Edward Woods land; thence South 56° West 85 1/2 poles to a stone in the line of William Marshall's land; thence North 36° 25' West 61 poles to the place of beginning: containing sixteen and one-half acres of land more or less. Appraised at Thirty-five Dollars per acre

Terms of Sale - Cash

John W. Obermuck, Sheriff

John M. Brodick, Attorney
February 7th 1883

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 7th 1883.

W. O. Shearer

Knows to have subscribed before me, this 4th day of June 1883,

J. Q. Burger Clerk

On the 9th day of March A. D. 1883, an Entry was made on the Journal by the Clerk of said Court, which reads as follows, to-wit: -

Entry 3984

The Bank of North Lewisburg, Plaintiff
as
Daniel Ford et al. Defendants

Entry

This day came on this cause to be heard on the motion to confirm the sale herein before made of the 16 1/2 acres of land ordered to be sold. Whereupon the Court being fully advised in the premises finds said sale in all respects regular and lawful and do hereby confirm the same and authorize and direct the Sheriff making said sale to execute and deliver to said purchaser a deed for said land conveying to him the interest of all the parties in said cause to said land.

And the Court order that out of the proceeds of said sale the costs herein be first paid and the taxes which are a lien thereon be second paid and that the remainder be paid according to the order of the liens herein before ordered: and as to other property this cause is continued.

Receipt 3984

J. S. Crow, Sheriff
Andrew J. ...

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which it is
single trees, be
and rods, be
therewith.

Order of Sale 3984

The State of
Union County
Whereas, at a
for said Court
Shocking W
Defendants
That if the sa
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described pro
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and that goo
regulating Sa
is satisfied
specified thro
our Court of
bring this orde

Seal

Shiuff's Rn

The State of
Union County
the Marysville
circulation in
in said case
said day, C
previous to th
to said not
place above
Marysville; a
same the s

J. A. Crane, Thrushing Machine Co. Plaintiff
 Andrew J. Heath et al. Defendants

Judgment and Order of Sale.

Issue an Order of Sale in this case for "One thirty-six inch cylinder belt-Agitator Separator together with the trucks upon which it is mounted, and one eighteen foot pointed stacker, also double and single trees, belts, one tally box, one elevator and one set of elevator springs and rods, together with all the tools and wrenches and riddles connected therewith."

Robinson & Piper Atty's for Plaintiff

On the 20th day of April A.D. 1883, 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 24th day of May A.D. 1882, in the case of J. A. Crane Thrushing Machine Company Plaintiff and Andrew J. Heath and others Defendants, it was ordered, adjudged and decreed as follows, to-wit: That if the said defendant fail for ten days from the 20th day of May A.D. 1882 to pay to the plaintiff the sum of \$158⁷⁰ with interest thereon from this date and the costs of this proceeding that an Order of Sale issue for the following described property. To-wit:- One 36 inch Cylinder, Belt-Agitator Separator together with the trucks upon which it is mounted, and one 18 foot pointed Stacker, also double and single trees, belts, one tally box, one elevator and one set of elevator Springs and rods; together with all the tools and wrenches connected therewith. We therefore command you, that you proceed to carry said order, judgment and decree into execution agreeable to the tenor thereof and that you expose to sale the above described Real Estate under the statute regulating Sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your 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 this 20th day of April A.D. 1883

{Seal}

J. C. Burgher, Clerk

By W. M. Wright, Deputy Clerk.

Sheriff's Return

The State of Ohio
 Union County, ss.

On the 24th day of April 1883, I caused to be advertised in the Marysville Tribune (a newspaper printed and published, and of general circulation in Union County), said property to be sold at public sale at Marysville in said county, on the 5th day of May A.D. 1883, at ten o'clock P. M. of said day. And having advertised the said property for more than ten days previous to the day of sale, to-wit: ten consecutive weeks; and in pursuance to said notice, I did on said 5th day of May A.D. 1883, at the time and place above mentioned, proceed to offer said property at public sale at Marysville; and then and there came A. O. Mitchell who bid for the same the sum of Twenty five dollars and said A. O. Mitchell

bring the highest and best bidder thereof, and then and there publicly sold and
 struck off said property to him for said sum of Twenty-five Dollars
 Service 39, Printer Fees 2.59, Notice to Court 20, Writing Notice 30, Mileage 1.60, Bondage
 37, Total \$6.37
 John Kobersack, Sheriff

On the 10th day of May A. D. 1883, a Proof of Publication was filed with the
 Clerk of said Court, which reads as follows, to-wit:-

Sheriff's Sale

Order of Sale

Proof of
 Publication
 3987

J. I. Case Thrashing Machine Co. Plaintiff
 vs.
 Andrew J. Heath, et al. Defendants

By virtue of the above stated writ to me di-
 rected from the Court of Common Pleas, Union County, Ohio, I will offer at public
 sale in Mansfield, Ohio, on Saturday, May 5th 1883, at or about the hour of
 two o'clock P. M. the following described property, to-wit: One 35 inch cylinder belt
 agitator separator, together with the truck upon which it is mounted, and
 one 18 foot jointed stacker. Also double and single tow, belts and bally box
 one elevator and one set of elevator springs and rods, together with all the
 tools and machinery connected therewith. Terms of Sale, Cash

John Kobersack, Sheriff

Robinson & Piper, Attorneys.

The State of Ohio, Union County, ss.

The undersigned being duly sworn, says that a copy of the annexed notice
 was published for two consecutive weeks in the Mansfield Tribune a news-
 paper of general circulation in the County of Union, the first publication
 beginning with April 25th 1883

W. O. Shuman

Sworn to and subscribed before me, this 10th day of May 1883.

J. D. Burgrum, Clerk.

Attended on the 9th day of May 1883, an Entry was made on the
 Journal by the Clerk of said Court, which reads as follows, to-wit:-

Entry
 3987

The Bank of North Lewisburg, Plaintiff

Entry

D. A. Bond, et al. Defendants

This day came on this cause on con-
 solidated with the case of J. I. Case Thrashing Machine Co. against A. J.
 Heath et al. and the Court being fully advised in the premises do confirm
 said sale of the A. J. Heath lot and the personal property consisting of
 an old thrashing machine etc. And the Sheriff is ordered to execute to
 A. O. Mitchell the purchaser thereof as deed for same and to his assigns;
 and the Court orders that the proceeds of said sale be applied first in
 satisfaction of the costs of this cause and taxes and the balance ac-
 cording to the decree herein before made

Attest J. D. Burgrum, Clerk

By A. R. Burgrum, Deputy.

That by
 begun and to
 County of Union
 of Ohio, on
 Wanda
 On the 26th
 of November
 Sarah Goff
 vs.
 Martin Goff
 Ira Goff
 Willow Goff
 Abella Goff
 Willoby Goff
 and for cause
 she is seized
 of the one
 Willoby Goff
 Situate in
 described
 south eastern
 of said
 land area
 Rebecca J.
 63^{7/8} poles
 87^{8/9} poles
 with said
 one half ac.
 The said
 Spring; the
 Ira Goff
 a minor,
 represent
 the said W.
 one minor
 who was
 said; that
 eighteen gra
 six teen year
 Henry Goff
 Goldberg
 boy or now
 this plaintiff
 part of the
 Lewisburg
 his widow
 the above
 premises

Now before His Honor John A. Price, Judge of a Court of Common Pleas
begun and hold at the Court House in the town of Mansfield, within and for the
County of Union, of the Third Sub-division of the Southern District of the State
of Ohio, on the 16th day of April in the year of our Lord One Thousand Eight
Hundred and Eighty Three. Whosefore to wit:-

On the 26th day of June 1882, the following petition was filed, and on the 30th
of November 1882, said petition was referred with the Clerk of said Court:-

Petition
4035

Sarah Goff Plaintiff

vs.

Martin Goldsberry, Elizabeth Poling, Allen Donkline,
Ada Donkline, Wesley Seibet
Willow Seibet, Ursinda Goldsberry, Frank Goldsberry,
Isabella Goldsberry, Charles Goldsberry, Mary Goldsberry,
Willoby Goldsberry, Defendants.

Court of Common Pleas
Union County, Ohio
Petition.

And now comes the said Sarah Goff
and for cause of action herein against the said defendant says:- That
she is seized in fee simple as one of the heirs at law of Willoby Goldsberry
of the One Eleventh part of the following described premises, of which the said
Willoby Goldsberry on or about the 1st of October A. D. 1879 died, seized
situate in the County of Union and State of Ohio and bounded and
described as follows, Beginning at a stone in the place of two elms
south easterly corner to Survey No. 3156; Thence with the southerly line
of said Survey S. 53° N. 75 poles to a stone corner of George Poling's
land and corner to a lot of land conveyed by James C. Rowy to
Rebecca J. Conner; Thence with the Easterly line of said lot N. 37 1/4°
W. 63 7/8 poles to a stone North Easterly corner to said lot; Thence N. 53°
E. 75 8/9 poles to a stone in the Easterly line of said Survey No. 3156; Thence
with said line S. 36 1/2° E. 63 6/8 poles to the beginning, Excepting five and
one half acres, containing 24 1/2 acres more or less, Survey No. 3156.
The said plaintiff further says that the said Martin Goldsberry; Elizabeth
Poling; Allen Donkline is minor of about the age of fourteen years,
Ada Donkline is minor of about the age of twelve years, Ursinda
is minor of about the age of ten years are the only heirs and legal
representatives of Mary Donkline deceased, who was an heir at law of
the said Willoby Goldsberry deceased; that Wesley Seibet, Willoby Seibet
are minors and the only heirs and legal representatives of Emily Seibet
who was an heir at law of the Willoby Goldsberry now deceased as aforesaid;
that Ursinda Goldsberry, Frank Goldsberry is minor of about the
eighteen years of age; Isabella Goldsberry is minor of about the age of
sixteen years; Charles Goldsberry is minor of about the age of 13 years;
Mary Goldsberry is minor of about the age of nine years; Berta
Goldsberry is minor of about the age of four years; and Willoby Goldsberry
is minor of the age of two years are tenants in common with
the plaintiff. And the plaintiff desiring to hold her said One Eleventh
part of the said premises in severalty, subject to the dower of the said
Ursinda Goldsberry who still survives the said Willoby Goldsberry as
his widow and is entitled to dower in said premises, prays that
the dower of the said Ursinda Goldsberry may be assigned and said
premises may be partitioned as follows:-

In Sarah Hoff, an undivided Eleventh part; In Martin Goldsberry an undivided Eleventh part; In Elizabeth Poling an undivided Eleventh part; In Allen Conkline an undivided Thirtieth Third part; In Isaac Conkline an undivided Thirtieth Third part; In Ada Conkline an undivided Thirtieth Third part; In Wesley Sibel an undivided Twenty-second part; In Willoby Sibel an undivided Twenty-second part; In Frank Goldsberry an undivided Eleventh part; In Isabella Goldsberry an undivided Eleventh part; In Charles Goldsberry an undivided Eleventh part; In Mary Goldsberry an undivided Eleventh part; In Berta Goldsberry an undivided Eleventh part; In Willoby Goldsberry an undivided Eleventh part. And if the same can not be done without manifest injury that this such proceedings may be had, in the premises, as are authorized by law

D. W. Ayres, Attorney for Plaintiff

State of Ohio

Remov County ss. Sarah Hoff being by me first duly sworn, says that the facts stated and allegations made in her foregoing petition are, as she believes, true.

Sarah Hoff

Sworn to before me and signed in my presence by Sarah Hoff this 26th day of June A.D. 1882

J. P. Duganer, Clerk

Sarah Hoff, Plaintiff

Remov

Martin Goldsberry, Defendant

Court of Common Pleas, Remov County, ss.

Marionville, Ohio, Aug 21st 1882

In the Clerk of said Court:

Issue summons to the Sheriff of Remov County Ohio for Martin Goldsberry, Elizabeth Poling, Allen Conkline, Isaac Conkline, Ada Conkline, Lucinda Goldsberry, Frank Goldsberry, Isabella Goldsberry, Charles Goldsberry, Mary Goldsberry, Berta Goldsberry, Willoby Goldsberry, returnable according to law. Enclose advice for partition

D. W. Ayres, Atty for Plaintiff

On the 21st day of August A.D. 1882, an Affidavit was filed with the Clerk of said Court which reads as follows: -

State of Ohio, Remov County ss.

Affidavit 4055

Sarah Hoff, Plaintiff

Martin Goldsberry, et al. Defendants

Court of Common Pleas, Remov Co. Ohio Affidavit

D. W. Ayres being duly sworn, says he is the Attorney of the above named plaintiffs duly authorized in the premises, that Affidavit is subscribed and believes the same to be true, service by summons can not be made in the State of Ohio upon the following named defendants in the above case to-wit: - Wesley Sibel and Willoby Sibel: that they reside in the town of Wintertberg in the State of Illinois, that the above action is for the partition of Real property.

D. W. Ayres

Sworn to before me and signed by D. W. Ayres in my presence this 21st day of August A.D. 1882

Nabe Randall, Deputy Clerk

Afterwards on the 16th day of January 1883 the following Proof of Legal Notice was filed with the Clerk of said Court

Legal Notice Sarah Hoff, Martin Goldsberry, et al. vs. Martin Goldsberry, Elizabeth Poling, Allen Conkline, Isaac Conkline, Ada Conkline, Lucinda Goldsberry, Frank Goldsberry, Isabella Goldsberry, Charles Goldsberry, Mary Goldsberry, Berta Goldsberry, Willoby Goldsberry. The object and purpose of this partition is to divide the land of the above parties. Issued this 10th day of October of the above year.

B. D. W. Ayres

The notice was published in a newspaper of this county beginning on the 10th day of October of the above year.

On the 21st day of August of said year

Summons 4055 The State of Ohio vs. Martin Goldsberry, et al. The summons was served by the Sheriff of Remov County Ohio on the 21st day of August 1882 and filed in the Court and judge this business

Seal

Issued this 10th day of October of the above year

Legal notice
4055

Sarah Goff, Plaintiff
vs.
Martin Goldsberry et al. Defs

Legal Notice

Court of Common Pleas, Union County Ohio

Wmly Tipton and Willoby Tipton, who reside in Kirtland
Town, County of Meigs and State of Illinois will take notice that on the 21st day
of June A.D. 1882 the plaintiff Sarah Goff filed her petition in said Court that
the object and prayer of said petition is for partition of the following described real
property; Situate in the County of Union, State of Ohio beginning at a stone in
the place of two stones, south-westerly corner to survey No. 3156; thence with the
southerly line of said survey south 33° N. 75 poles to a stone corner of George Pro-
ling's land and corner to a lot of land conveyed by James M. Brown to
Rebecca J. Conner; thence with the easterly line of said lot N. 75° E. 15 poles
to a stone north-easterly of said lot; thence N. 53° E. 75 poles to a
stone in the easterly line of Survey No. 3156; thence with said line S. 36° E.
63 poles to the beginning, containing thirty acres more or less and
being part of Survey No. 3156. And that unless they answer by the 4th day
of October A.D. 1882, an order will be taken in said Court for the partition
of the above described real estate as prayed for in said petition.

Sarah Goff

B. O. W. Ayer her Attorney

The State of Ohio Union County, I.S.

The undersigned, being duly sworn, says that a copy of the annexed
notice was published for six consecutive weeks in the Mansfield Tribune
a newspaper of general circulation in the County of Union, the first publi-
cation beginning with August 23rd 1882.

W. O. Shuman

Subscribed before me, this 16th day of January 1883
J. D. Burgher, Clerk

On the 21st day of August A.D. 1882, a summons was issued by the
Clerk of said Court which reads, as follows, to-wit:-
Summons

Summons
4055

The State of Ohio,
Union County, ss.

To the Sheriff of the County of Union, Greeting
The command given to notify Martin Goldsberry, Elizabeth Poling, Allen
Cranklin, Isaac Cranklin, Adia Cranklin, Lencia Goldsberry, Frank Goldsberry,
Abella Goldsberry, Charles Goldsberry, Harry Goldsberry, Dista Goldsberry and
Willoby Goldsberry that they have been sued by Sarah Goff in the Court of
Common Pleas of Union County, and that unless they answer by the 23rd
day of September A.D. 1882, the petition of said Sarah Goff 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 September A.D. 1882.

Witness my hand and the seal of said Court, this 21st day of
August A.D. 1882
J. D. Burgher Clerk
By Sabe Randall Deputy Clerk

Seal

An action for Partition. - B. O. W. Ayer Plaintiff's Attorney
This returned and filed September 4th 1882. Endorsed as follows

Sherriff's Return

The State of Ohio
Union County, ss. Received this writ August 21st A. D. 1882, at ten o'clock P. M. and pursuant to its command, on the 24th day of August A. D. 1882, I served the same by delivering a true copy thereof with the endorsement thereto to Martin Goldsberry, Elizabeth Odling, Priscilla Goldsberry, Sarah Goldsberry, Isabella Goldsberry, Charles Goldsberry, Mary Goldsberry, Bertha Goldsberry and Willaby Goldsberry the within named defendants. Allen Conkline, Isaac Conkline and Ada Conkline are not found in any County.
Service 1.50, Mileage 5.80, Copy 1.80, Total \$9.10

John Kobrawack, Sheriff.

Sarah Goff Plaintiff

No. 4055

Receipt

Martin Goldsberry et al. Defendants

Court of Common Pleas of Union County Ohio
Marysville November 24th 1882

To the Clerk of said Court:-

Issue Summons to Sheriff of Logan County, returnable according to law for Allen Conkline, Isaac Conkline and Ada Conkline.

D. W. Ayres, Attorney for Plaintiff.

On the 24th day of November A. D. 1882, a Summons was issued by the Clerk of said Court which reads as follows, viz

Summons

Summons
4055

The State of Ohio
Union County, ss. To the Sheriff of the County of Logan, Acting:-
You are commanded to notify Allen Conkline, Isaac Conkline and Ada Conkline, - near West Mansfield - that they and, others have been sued by Sarah Goff in the Court of Common Pleas of Union County, and that unless they answer by the 23rd day of December A. D. 1882, the petition of the said Sarah Goff 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 December A. D. 1882.
Witness my hand and the seal of said Court, this 24th day of November A. D. 1882

J. Q. Dargatz, Clerk

D. W. Ayres Plaintiff's Attorney

An Action for partition.

Writ returned and filed December 5th 1882. Endorsed as follows:-

Sherriff's Retn.

The State of Ohio
Logan County, ss. Received this writ Nov. 30th A. D. 1882, at ten o'clock P. M. The within named Allen Conkline, Isaac Conkline and Ada Conkline not found in any County and this writ not served.
Mileage 2.50, Copies 48, Return 25. Total \$3.29

W. W. Olive, Sheriff Logan Co. Ohio

Sarah Goff, Plaintiff

Court of Common Pleas of Union County Ohio
Marysville. December 5th 1882

Receipt

Martin Goldsberry, et al. Defendants

To the Clerk of said Court:-

Issue Summons to the Sheriff of Logan County for Allen Conkline (a minor under fourteen years of age), Isaac Conkline and Ada Conkline (minors under fourteen years of age), returnable according to law. Endorse in actions for partition

D. W. Ayres Attorney for Plaintiff

On the 5th day of December 1882

The State of Ohio
Union County
Issued according to law
Allen Conkline, Isaac Conkline and Ada Conkline
Union County
1883, the petition
said Court,
accordingly
of December

Summons
4055

Seal

Sherriff's Return

An action
West
The State of
Union County
at 5 o'clock A. M.
A. D. 1882,
endorsement
copy to Isaac
of age
Service 75,

Entry
4055

Witness
on the 24th
Sarah Goff
Martin
Attorneys
the answer
Isabella
Willaby
Litem; and
the said
described
Goff is seized
estate described
said
plaintiff in
subject to
being seized
To Elizabeth
undivided

On the 5th day of December A.D. 1882, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons

Summons
4055

The State of Ohio
Union County, ss. To the Sheriff of the County of Union, Ohio:-
We command you to notify Allen Doukline (minor, over fourteen years of age) Ada Doukline and Ada Doukline (minors under fourteen years of age) that they and others have been sued by Sarah Goff in the Court of Common Pleas of Union County, and that unless they appear by the 6th day of January A.D. 1883, the petition of said Sarah Goff 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 18th day of December A.D. 1882.

Seal

Witness my hand and the seal of said Court, this 5th day of December A.D. 1882.

J. O. Burgner, Clerk.

In action for Partition - D. W. Ayers Plaintiff's Attorney.

Writ returned and filed December 1882, Endorsed as follows:-

Sheriff's
Return

The State of Ohio
Union County, ss. Sheriff's Return
Received this Writ December the 5th A.D. 1882, at eight o'clock A.M., and pursuant to its command, on the 6th day of December A.D. 1882, I served the same by delivering a true copy thereof with the endorsement thereon to each of the within named defendants, and one copy to David Doukline with whom the two minors under fourteen years of age reside.

Service 75, Mileage 3.20, Copy 1.80, Total \$ 4.75.

John Kobrusack Sheriff

Afterward an Entry was made on the Journal by the Clerk of said Court, on the 27th day of January, 1883 - Said Entry reads as follows, viz:-

Entry
4055

Sarah Goff, Plaintiff
vs.
Maudie Goldsberry, et al. Defendants

Case No. 4055

Entry

Now come the parties herein by their attorneys and therefore this cause comes on to be heard, upon the petition and the answer of Allen Doukline, Ada Doukline, Maudie Goldsberry, Charles Goldsberry, Harry Goldsberry, Berta Goldsberry and William Goldsberry, minor defendants by J. B. Benton their Jurisdiction Act taken; and the Evidence on consideration whereof the Court find that this said Lucinda Goldsberry widow is entitled to dower in the premises described in the petition and that subject thereto this said plaintiff Sarah Goff is seized of and has a legal right to the undivided Eleventh 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 subject to such dower of the said Lucinda Goldsberry, the said Maudie Goldsberry is seized of and has a legal right to the undivided eleventh part thereof, to Elizabeth Poling the undivided Eleventh Part, to Allen Doukline the undivided thirty-third part, to Ada Doukline the undivided thirty-third part

As Ada Franklin the undivided thirty third part; As Wesley Tubet the undivided twenty second part; As Willoby Tubet the undivided twenty second part; As Frank Goldberry the undivided Eleventh part; As Isabella the undivided tenth part; As Charles Goldberry the undivided Eleventh part; As Mary Goldberry the undivided eleventh part; As Betta Goldberry the undivided eleventh part; As Willoby Goldberry the undivided Eleventh part and no reason appearing why partition should not be made It is therefore ordered, adjudged and decreed that Lucinda Goldberry be enclosed of one full equal third part of said premises and that subject unto partition of said estate be made and that an order issue to the Sheriff of the said County of Wayne commanding him that by the order of Charles Lee, John Brown and George Markin their judicious and disinterested free holders of the vicinity who are not of kin to either party and who are hereby appointed commissioners for that purpose, he set off and assign such dower to the said Lucinda Goldberry according to law and that by the like order 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 portion 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 dower of the said Lucinda Goldberry. And of his proceedings herein the said Sheriff is ordered to make due return without unnecessary delay.

Sarah Hoff, Plaintiff

Court of Common Pleas, Wayne County, O.
Wayneville, February 5th. 1883

vs.
Lucinda Goldberry et al. Defendants

In the Clerk of said Court:

Issue a Writ of Partition and Dower in the above case to the Sheriff of said County, returnable according to law.

D. W. Ryan Atty for Plaintiff.

On the 5th day of February A. D. 1883 a writ of Partition and Dower was issued by the Clerk of said Court which reads as follows, to wit:-

Writ of Partition and Dower.

Writ of Partition 4255

The State of Ohio
Wayne County, ss.

In the Sheriff of said County Meeting:-

The commissioners now, that without delay, by the order of Charles Lee, John Brown and George Markin and Geo. P. Davis, now cause to be set off and assigned to Lucinda Goldberry widow of Willoby Goldberry late of said County, deceased one full equal third part of the Real Estate, herein after described; and that in like manner by the like order of the same men, you cause partition to be made of the following real estate, situate in the County of Wayne and State of Ohio and bounded and described as follows, Beginning at a stone in the place of two lines South Easterly corner to Survey No. 3156, thence with the Southwesterly line of said Survey S. 53° W. 75 poles to a stone corner of George Volinga land and corner to a lot of land conveyed by James Roney to Rebecca J. Brown; thence with the Easterly line of said lot N. 37 1/4° W. 63 7/100 poles to a stone North Easterly corner to said lot; thence N. 53 E 75 5/100 poles to a stone in the Easterly line of said Survey No. 3156, thence with said line S 31 1/2 E. 63 7/100 poles to the beginning excepting five and one half acres, containing twenty four and one half acres, more or less.

Subject to said proportions, to wit: As Elizabeth As Ada Franklin As Wesley Tubet As Isabella Goldberry one tenth part As Charles Goldberry one eleventh part As Mary Goldberry one eleventh part As Betta Goldberry one eleventh part As Willoby Goldberry one eleventh part and no reason appearing why partition should not be made It is therefore ordered, adjudged and decreed that Lucinda Goldberry be enclosed of one full equal third part of said premises and that subject unto partition of said estate be made and that an order issue to the Sheriff of the said County of Wayne commanding him that by the order of Charles Lee, John Brown and George Markin their judicious and disinterested free holders of the vicinity who are not of kin to either party and who are hereby appointed commissioners for that purpose, he set off and assign such dower to the said Lucinda Goldberry according to law and that by the like order 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 portion 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 dower of the said Lucinda Goldberry. And of his proceedings herein the said Sheriff is ordered to make due return without unnecessary delay.

Seal

Sheriff's Ret

As counsel executed the and Sarah Hoff widow of Charles Lee deceased and appeared in person and in my presence I have appraised by reference to the above mentioned Real Estate \$778.00

Clerk of Court

Sarah Hoff
According to the case served, Commission the previous without, and subject to be amount of \$986.66 2/100. Dues \$1.00, Total \$10.00
Given

Subject to said dower estate, among the premises named herein, and in the following proportions, to-wit: To Sarah Goff one eleventh part; To Martin Goldsberg one eleventh part; To Elizabeth Poling one Eleventh part; To Allen Dorklin one twenty third part; To Ada Dorklin one thirty third part; To Ruby Ribbet one twenty second part; To Willoby Ribbet one twenty second part; To Frank Goldsberg one Eleventh part; To Elizabeth Goldsberg one Eleventh part; To Charles Goldsberg one Eleventh part; To Mary Goldsberg one eleventh part; To Peter Goldsberg one Eleventh part; To Willoby Goldsberg one eleventh part. In pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Wayne, in a certain Petition for Partition and Dower, wherein the said Sarah Goff is petitioner, and Martin Goldsberg et al. are respondents; and that your proceedings in the premises you distinctly certify under your hand to our said Court forthwith.

Seal

Witness our hands and the seal of the Court of Common Pleas, at the Court House in Marysville this fifth day of Feb. A.D. 1883.
J. Q. Burgher, Clerk
By W. M. Winget, Deputy Clerk.

Writ returned and filed February 13th 1883
Sheriff's Return

Sheriff's Ret

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the sales of Geo. Cross, Griffith Thomas, Geo Worline and Chas. S. Lee causing Dower to be assigned to Berninda Goldsberg widow of Willoby Goldsberg 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 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 30, Mileage 1.25, Executing Writ and Swearing Ours 1.25, Report of Cross 2.00 Total \$7.75, Commissioners \$ 10.00

Given under my hand this 13th day of February A.D. 1883.
John W. Cobensack, Sheriff.

Commissioners Report

Com. Rpt.

Sarah Goff Plaintiff
Against
Martin Goldsberg et al. Defendants
Wayne County ss. Court of Common Pleas
In Partition and Dower
According to the command of the Writ of Partition and Dower in this case served, and our call of the Sheriff of said County, we the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, we are of opinion that the said lands can not be divided without manifest injury, and we do estimate the value of the same subject to said Dower estate, at the value of Thirty Dollars per acre. Amount of land by Survey twenty four and two-thirds acres. Total amount \$ 986. ⁶⁶/₁₀₀. Geo. P. Cross Com. \$ 1.00 Geo. Worline Com. \$ 1.00 Griffith Thomas Com. \$ 1.00, C. S. Lee, Surveyor \$ 5.00, Geo. P. Cross Chain Law \$ 1.00 Geo. Worline Chain Law \$ 1.00 Total \$ 10.00
Given under our hands this 13th day of February A.D. 1883
George P. Cross
G. Worline
G. Thomas
Commissioners

During the January Term, A. D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry
4055
Sarah Hoff, Plaintiff
vs.
Martin Goldsberry, et al. Defendants

Entry

This day this cause came on for hearing upon the Return of the Sheriff, and the Report of the Commissioners heretofore appointed herein and on the motions to confirm the same. And it appearing that said estate cannot be divided by writ and would without manifest injury to the value thereof, and that said Commissioners have made and returned their appraisal of said premises, to-wit: in the sum of \$786 ⁶⁶/₁₀₀. The Court find the said return and proceedings in all respects correct and in conformity to law and do therefore approve and confirm the same. And thereupon motion 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 that said Sheriff return his proceedings to this Court without unnecessary delay.

Sarah Hoff, Plaintiff

Receipt

Martin Goldsberry, Defendant

Court of Common Pleas, Union County, O
Marysville, March, 13th 1883

In the Clerk of said Court:-

Issue an order of sale in the above case to the Sheriff of Union County Ohio, returnable according to law.

D. W. Ayers, Plaintiffs Attorneys.

On the 13th day of March, A. D. 1883, an Order of Sale, was issued by the Clerk of said Court which reads as follows, to-wit:-

Order of Sale in Partition

Order of Sale
4055
The State of Ohio
Union County, ss.

In pursuance of the order of our Court of Common Pleas within said for the County of Union, at the January Term, A. D. 1883, in a certain Petition for Partition, now pending in said Court, wherein Sarah Hoff petitioner and Martin Goldsberry et al. 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, and State of Ohio, and bounded and described as follows: Beginning at a stone in the place of two lines South Easterly course to Survey Nos. 3156, thence with the South Easterly line of said survey S 53° W 75 poles to a stone corner of George Poling's land and corner to a lot of land conveyed by James H. Boring to Rebecca J. Conners; thence with the Easterly line of said lot N 37 1/4° W 63 1/2 poles to a stone north easterly corner to said lot, thence N 53° 7 1/2 poles to a stone in the easterly line of said Survey Nos. 3156 thence with said line South - 36 1/2 & 63 1/2 poles to the beginning, excepting five and one half acres, containing 24 1/2 acres more or less out of land by survey 24 3/4 acres @ \$45 per acre Appraised at \$786 66 2/3; And that your proceedings in the premises you

you make here have you this

[Redacted]

Shuffl. etc

An conveyance in described sale, in the circulation at One pick said County records since the success of more than best bidder Service 30, Mortgage 2.

On with the

Proof of Publication
4055

Sarah Hoff
Martin Gold

to see since I will offer an Saturday day, the following and State, of stone in the with the four corner of A H. Boring is 37 1/4" West 6 North 53° 7 1/2 thence with ing five ac Appraised a was great a paymets

The mixed part Marysville of Union, Sum to

you make known to our said Court of Common Pleas at their next term: and have you there and there this writ:-

Witness my hand and the Seal of the said Court, at Mansfield Ohio this 13th day of March A. D. 1883.

Recd

Sherriff's Sale J. Q. Burgess, Clerk

Sherriff's Sale

As commanded by this writ, I have caused the lands and tenements, here as described, to be duly advertised for thirty days next preceding the day of sale, in the Mansfield Tribune a newspaper printed and in general circulation in Union County, Ohio: and on the 14th day of April A. D. 1883 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: There came William H. Robinson who bid the sum of \$1210.⁰⁰ Twelve Hundred and Ten Dollars, 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 1.60, Copy to Deed 30, Poundage 9.00, Dnd 3.00, Recording Mortgage 2.00, Printer's Fee 11.50, Total \$26.75.

John Kobersack Sheriff Union Co. O.

On the 30th day of April A. D. 1883, a Proof of Publications was filed with the Clerk of said Court, which reads as follows, to wit:-

Sherriff's Sale

Proof of Publication 40555

Sarah Goff, Plaintiff }
vs. }
Martin Goldsbury, et. al. Defendants }
Court of Common Pleas, Union County, O.
Order of Sale, in Partition.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio I will offer a public sale at the public door of the Court house, in Mansfield on Saturday, April 14th, 1883, at or about the hour of one o'clock P. M. on said day, the following described real estate, to-wit:- Situate in the County of Union and State of Ohio, and bounded and described as follows: Beginning at a stone in the place of two stone southe-westerly corner to Survey No. 3156; thence with the south-easterly line of said Survey south 53° west 75 poles to a stone corner of Geo. Polings land and corner to a lot of land conveyed by James H. Rossy to Rebecca J. Rossy; thence with the easterly line of said lot North 37 1/4° West 63 3/4 poles to a stone north-easterly corner to said lot; thence North 53° 75 3/4 poles to a stone in the easterly line of said Survey No. 3156 thence with said line South 36 1/2 East 63 poles to the beginning, excepting five and one half acres, containing 24 1/2 acres more or less.

Appraised at \$986.66 2/3. Terms of Sale - One-third cash, one third in one year and one third in two years, with interest on deferred payments.

John Kobersack Sheriff

D. W. Ayer Attorney, March 14th, 1883.

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 Mansfield Tribune a newspaper of general circulation in the County of Union, the first publication beginning with March 14th, 1883.

W. O. Shuman

Sworn to and subscribed before me, this 23rd day of Apr. 1883. J. Q. Burgess, Clerk

Motion *Afterward on the 11th day of April A. D. 1883, a Motion was filed in the Office of the Clerk of said Court, which reads as follows, to-wit:-*

4055

Sarah Hoff Plaintiff
vs.
Martin Goldsbery, et al. Defendants

In Union County Common Pleas Court.
Motion

Now comes Darcinda Goldsbery widow of Willoby Goldsbery deceased, and defendant herein and moves the court to set aside the report of the Commissioner appointed to set off her dower and appraise said land in this case. For grounds thereof she says: Said Commissioner have not set off her dower either in land or rents, issues and profits. Said Commissioner have not complied with the order of the Court in this viz: they have not appraised said lands free of dower. Said report is erroneous in stating that said land is not divisible without manifest injury. Said tract of land is nearly square in form, and without improvements rendering it difficult to divide and could easily be divided with loss; and she desires to have her dower set off to her in land.

P. B. Cole & Son Attys for the widow Darcinda Goldsbery

Afterward on the 12th day of April, A. D. 1883, a motion was filed with the Clerk of said Court which reads as follows, to-wit:-

Motion *Sarah Hoff, Plaintiff*

4055

vs.
Martin Goldsbery, et al. Defendants

In Common Pleas Court, Union County Ohio
Motion

Now comes A. H. Bighler, Administrator of the estate of Willoby Goldsbery deceased, and moves the Court to order the amount named in the annexed certificate of the Probate Court of said County as necessary, in addition to the assets of the estate of said deceased, to pay the indebtedness of said estate and expenses of administration, to be paid over to him out of the proceeds of the sale of the premises hereafter to be sold in this case. And he says the said premises described in the petition and req^d to be sold in this case, belong to and are part of the estate of said Willoby Goldsbery deceased.

P. B. Cole & Son, Attorneys for the Administrator

In the Probate Court of
Union County, Ohio *In the Matter of Administration on the estate of*
Willoby Goldsbery deceased.

This day came the Administrator of said estate, and reported to the Court, that proceedings for the partition of the lands of said deceased, have been commenced, and are pending in the Common Pleas Court of said Union County, Ohio, and that the assets in his hands are insufficient to pay the indebtedness of said estate and the expenses of administration; and filed a written statement in the Probate Court of the said assets and indebtedness and expenses of administration: Whereupon the Court proceeding to ascertain the amount necessary, in addition to said assets to pay said indebtedness and expenses, finds and hereby certifies, that the sum of Seven Hundred and Sixty two and ²/₁₀₀ - is necessary for said payments in addition to said assets.

Seal

In testimony whereof I have hereunto set my hand

and affixed

Afterward
was filed with
Sarah Hoff

Motion

4055

Martin Goldsbery, et al.

Goldsbery to set aside. she says. The journal of the the Commissioner any appraisement not filed, and of dower. at the sale, herself person perfected in claimed land and

Afterward
with the Clerk
Sarah Hoff

Motion

4055

Martin Goldsbery, et al.

for her and deceased, and to dower in. And she for to be allowed dower by sold free of a out of the value of her

State of Ohio
Union County
facts stated
are as she

Known to

Afterward
on the journal

and affixed the seal of said Court - at Maumville, this 11th day of April 1883

John B. Coats Probate Judge

Afterward, on the 17th day of April A. D. 1883, a Motion to set aside sale was filed with the Clerk of said Court, viz:-

Motion

Sarah Hoff, Plaintiff

4055

vs
Maurice Goldsberry et al. Defendants

In Opinions, County Courthouse Plain Court
Motion

Now comes the defendant Lucinda Goldsberry widow of Willoby Goldsberry deceased and prays the Court to set aside the sale heretofore made in this case; and for grounds thereof says: The order for said sale was issued without any entry on the Journal of the Court authorizing the same, or confirming the Report of the Commissioners. The said sale was made free of dower, without any appraisement of the land free of dower: The said widow had not filed any answer waiving dower, or consenting to a sale free of dower. The said widow was compelled to give verbal notice at the sale, of her claims for dower in the land, in order to protect herself from danger of loss of her dower, and thereby the sale was prejudiced. The said widow claims and demands and has ever claimed and demanded that her dower be set off to her in land and that the same case and right to be done

P. B. Cole & Son, Attorneys for L. Goldsberry Deft

Afterward, on the 30th day of April A. D. 1883, an Answer was filed with the Clerk of said Court which reads as follows, viz

Answer

Sarah Hoff, Plaintiff

4055

vs
Maurice Goldsberry, et al. Defts.

Court of Common Pleas, Opium County Ohio
Answer.

Now comes Lucinda Goldsberry and for her answer prays, says; She is the widow of Willoby Goldsberry deceased, owner of the land described in the petition, and is entitled to dower in said premises and is a party defendant to said suit. And she further says that she desires the value of her said dower interest to be allowed to her in money. And she hereby waives the assignment of dower by meter and bonds, and asks the Court to have the estate sold free of dower, and to allow her in lieu thereof such sum of money out of the proceeds of the sale, as the Court deems the just and reasonable value of her dower interest therein.

P. B. Cole & Son, Attys for Lucinda Goldsberry

State of Ohio

Opium County, ss.

Lucinda Goldsberry being sworn says that the facts stated and allegations contained in her foregoing answer are as she believes true.

Lucinda Goldsberry

Sworn to and subscribed before me this 25th day of March A. D. 1883

W. M. Midget J. P.

Afterward, on the 3rd day of May A. D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:

Entry
4055

Sarah Hoff, Plaintiff
Maudie Goldsberry et al. Defendants

Case No 4055
Court of Common Pleas Union County, Ohio
Entry

On motion of the plaintiff, and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court, and the Court being satisfied, on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed. And the said Sheriff is ordered, by deed duly executed, to convey said premises to the purchaser, Wm. H. Robinson in fee simple, free from dovers.

And the said Dorothea Goldsberry having asked that, in lieu of her dower, its value be paid her in money the Court find the just and reasonable value of her dower interest to be Two hundred and eighty seven and two dollars. It is further ordered that out of the proceeds of said sale the Sheriff pay, first to the Treasurer of Union County \$ being the tax and penalty due on said premises. Secondly, to the Clerk of this Court the costs of this action, including a Counsel fee of thirty seven dollars to D. W. Ayers Esq. for his services herein, taxed at One hundred and twenty five and no dollars. Thirdly, to the said Dorothea Goldsberry widow the said sum of Two hundred and eighty seven and two dollars as and for her full dower interest in said premises. Fourthly, and it being shown to the Court by the certificate of the Probate Court of Union County on file in this case, and on motion of A. W. Brighter, Administrator of Willoby Goldsberry deceased, the Court find that the sum of \$762.72 is necessary for the payment of the debts of said Willoby Goldsberry's estate, in addition to the assets of said estate and the Court therefore order that the said amount be by the said Sheriff paid over to the said administrator out of the proceeds of the sale of the premises in money and note for the deferred payments. Fifthly, and of the residue of the proceeds of said sale to the plaintiff Sarah Hoff one eleventh of the remaining notes for the deferred payments. And to the said defendants Maudie Goldsberry Elizabeth Poling Frank Goldsberry, Charles Goldsberry, Orange Goldsberry, Berta Goldsberry Willoby Goldsberry and Arabella Goldsberry each one eleventh of the said residue of the notes for the deferred payments, and to the defendants Wesley Sibert and Willoby Sibert each one twenty second part of said residue of notes for deferred payments; and to the defendants Allen Crublin, Eva Crublin, Ada Crublin each one thirty third part of said residue of notes for deferred payments.

And it is further ordered by the Court that the heirs who have been in the occupancy of said lands (the heirs of the widow afore said) pay rent for the term of three and one-half years amounting to \$37.72 to the following four heirs. Sarah Hoff, Elizabeth Poling, the Siberts and Crublins afore said

Attest J. Q. Burgess Clerk
By A. R. Burgess, Deputy

Pleas be
before and in
County of Union
of Ohio, on the
hundred and
ten A. D. 1887.
Petition J. P. Krittlin
vs.
Alex. Snodgrass

3947

1. that this
following is
" \$100.⁰⁰
" One
" Outline
" next ten
" Interest pa
" Record
" within \$4.
2. There is
the sum of
at 10 per cent
ackn judge

The State of
Union County
Attorney of the
inc; that the
instrument
recision of the
petition of J.

Sworn to before
this 10th day

Receipt

J. P. Krittlin
vs.
Alex. Snodgrass

James S
Franklin W
law. Endo
April 2nd 1887

By the Clerk

3947

The State of
Union County

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 Mansville within and for the County of Union of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 10th day of April in the year of our Lord, one thousand, eight hundred and eighty-three. Know all men to whom these presents shall come, that on the 10th day of December A.D. 1881 the following Petition was filed with the Clerk of said Court:

Petition 3947

J. P. Christine, Plaintiff
vs.
Alex Snodgrass, E. Mitchell, Defs.

Court of Common Pleas, Union County Ohio
Petition

Plaintiff says:

1. that this his action is founded upon a promissory note of which the following is a copy with the credits thereon

" \$100. ⁰⁰	Unionville, April 2 nd 1874
" One year after date we or either of us promise to pay to J. P. Christine or bearer One Hundred Dollars for value received, int-"	
" west ten per cent from date."	Alex. Snodgrass "
"	E. Mitchell "
" Interest paid up to this date April 2 nd 1875. January 22 nd 1876 "	
" Received on the within note \$10 ²⁵ . October 26 th 1877 Received on the "	
" within \$4.00. November 22 nd 1878, Received \$2. ¹⁰ / ₁₀₀	

2. There is due from the defendants to the plaintiff on said note the sum of One Hundred Dollars, which he claims with interest at 10 per cent from the 2nd day of April 1875 and for which he asks judgment

D. W. Ayres, Attorney for Plaintiff

The State of Ohio }
Union County, ss. } D. W. Ayres being first duly sworn, says he is the Attorney of the above named J. P. Christine, duly authorized, in the premises; that the above pleading of J. P. Christine is founded upon a written instrument for the payment of money only and is now in the possession of this affiant; that the facts stated and allegations in the foregoing petition of J. P. Christine are as affiant believes true.

D. W. Ayres

Sworn to before me and signed in my presence by the said D. W. Ayres this 10th day of January 1881.

W. M. Kinget, Clerk.

Peaceful

J. P. Christine, Plaintiff
vs.
Alex. Snodgrass, et al. Defendants

Court of Common Pleas, Union County, Ohio
December 10th 1881

To the Clerk of said Court:-

Issue Summons upon the petition in the above case to the Sheriff of Franklin County Ohio for Alex Snodgrass as returnable according to law. Endorse, Amount claimed \$100. with interest at 10 per cent from April 2nd 1875-

D. W. Ayres Attorney for Plaintiff

On the 10th day of Dec. 1881 a summons was issued by the Clerk of said Court which reads as follows to wit
Summons In Action for Money Only

Summons 3947

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

The command you to satisfy Alex Snodgrass that he and another have been served by J. P. Crallie 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 said J. P. Crallie 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 A. D. 1881.

Witness my hand and the seal of said Court, this 10th day of December A. D. 1881



W. M. Minger, Clerk

Amount Claimed, \$100.⁰⁰, and interest as follows: 10% on \$100.⁰⁰ from April 2nd 1875.
D. W. Ayers, Plaintiff's Attorney

Writ returned and filed, December 21st 1881, endorsed as follows, viz:-

Shriffs Retn

The State of Ohio }
Franklin County, ss. } Received this Writ December 12th 1881, at two o'clock P. M. and pursuant to its command, on the 15th day of December A. D. 1881, I served Alex Snodgrass by delivering to him personally a certified copy of this writ, with all the endorsements thereon.
Fees: Service 33, Mileage 48, Copy 20, Doc. 35, Stamps 6, Total \$112.
John H. Pickenbacher Sheriff Franklin County Ohio
By George Jurgert, Deputy

J. P. Kittlin, Plaintiff

Plaintiff

Court of Common Pleas, Union County Ohio
Mansfield, December 10th 1881

To the Clerk of said Court
Issue Summons upon the petition in the above case to the Sheriff of Union County for E. Mitchell, returnable according to law. Endorse: Amount Claimed \$100.⁰⁰ with interest at 10 per cent from April 2nd 1875.
D. W. Ayers, Plaintiff's Attorney

On the 10th day of December A. D. 1881 a summons was issued by the Clerk of said Court, which reads as follows, to-wit:-

Summons

Summons
3947

The State of Ohio }
Union County, ss. } To the Sheriff of the County of Union, Greeting:-
The command you to satisfy E. Mitchell that he and another have been served by J. P. Crallie 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 J. P. Crallie 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 A. D. 1881.

Witness my hand and the seal of said Court, this 10th day of December A. D. 1881



W. M. Minger, Clerk

In action for Amount Claimed \$100.⁰⁰ with 10% interest from April 2nd 1875.
D. W. Ayers, Plaintiff's Attorney

Shriffs Retn

The State of Ohio }
Union County, ss. } Received this Writ December 10th A. D. 1881, at two o'clock A. M. and pursuant to its command, I served the same by

by delivering a
named Ely
Service, 30, Dec

Afterward
the Clerk of
J. P. Crallie

Answer
3947

Alex Snodgrass

Answer to
every allegation
and asks to

The State of
Union County
Statement of

Summons to be
served to



Answer upon
J. P. Kittlin

Answer
3947

Alex Snodgrass

for his
petition was
answer to

now says
if this defect
Snodgrass

received by
note said
merely and

after said
of April 1875
financially

law and to
upon this
defendant

grass where
should pay
the time of
that said
the interest
payment of

by delivering a certified copy thereof with the endorsement thereon to the within named Elijah Mitchell defendant, on the 14th day of December 1881 Service, 30, Mileage 1.60, Cop. 20, Total \$2.10.

John H. Cobensack, Sheriff.

Afterward on the 16th day of December A. D. 1881, an answer was filed with the Clerk of said Court, which reads as follows, viz:-

Answers 3947

J. P. Drastine, Plaintiff vs. The State of Ohio, Union County ss. In the Court of Common Pleas Answer

Alex Snodgrass & E. Mitchell Defts. The defendant - E. Mitchell for his separate answer to the petition of the said plaintiff says: - He denies each and every allegation and averment therein contained. Wherefore this defendant asks to go hence without day and secure his costs

Cameon & Beecher Attys for Defendants

The State of Ohio } Union County, ss. } E. Mitchell defendant being sworn says the fact and statement contained in his foregoing answer are true as he believes

Elijah Mitchell

Sworn to before me by said E. Mitchell and by him signed in my presence this 16th day of December 1881.

Seal

John B. Krato Probate Judge

Afterward on the 3rd day of May A. D. 1882, the following amended answer was filed with the Clerk of said Court.

Amended Answer 3947

J. P. Drastine, Plaintiff vs. State of Ohio, Union County ss. In the Court of Common Pleas Amended Answer

Alex Snodgrass & E. Mitchell, Defendants The said defendant E. Mitchell for his amended answer says: That the note copied in plaintiffs petition was executed so long ago that at the time of filing his original answer he had no recollection of signing the same. This defendant now says that he does not deny the execution of said note but that if this defendant did sign it it was done as the surety for said Alex Snodgrass merely and that no part of the consideration therefor was received by or intended for this defendant that at the making of said note said plaintiff well knew this defendant was surety on said note merely and received no consideration therefor. This defendant says that after said note was executed and delivered, to-wit, about the 2nd day of April 1875, said Alex Snodgrass was then in prosperous circumstances financially and said note could easily have been collected of him by law and that said plaintiff well knowing that fact and not relying upon this defendant and without the knowledge or consent of this defendant entered into a new verbal agreement with said Alex Snodgrass whereby it was agreed in consideration that said Alex Snodgrass should pay the interest on said note for one year at 10 per cent, that the time of payment of said note should be extended for one year that said Alex Snodgrass therefor in pursuance of said agreement paid the interest on said note for one year at 10 per cent and the time for payment of said note was extended by said plaintiff for one year

not following. That again in the year A.D. 1876, said plaintiff made a like agreement with said Alexander Snodgrass whereby said Alex. Snodgrass paid the interest for another year and said plaintiff in consideration thereof extended the time of payment of said note for one year more. That said note drew two per cent interest and said plaintiff in order to get said large rate of interest and believing said Alex. Snodgrass to be responsible extended the time of payment of said note without the knowledge or consent of this defendant. This defendant says that he had no notice or knowledge of the extension of time for payment of said note and surprised to learn was long since paid. That said Alex. Snodgrass lived in the neighborhood of plaintiff and defendant for several years after said note was made and finally met with failure in business and is now in such financial condition that no part of said note can be collected from him. That said plaintiff has never spoken to this defendant about said note from the day it was signed till the present and the fact that this defendant knew of said note being paid was the common knowledge in this suit.

This defendant by reason of the premises says that he is discharged from all liability upon said note and he says that to permit said plaintiff to thus extend the time for payment of said note to permit said Alex. Snodgrass to become insolvent would be a fraud upon this defendant if he was compelled to pay said note or any part thereof. Wherefore this defendant asks that he may go hence without day and recover his costs.

J. B. Cannon Atty for E. Mitchell, Defendant.

State of Ohio }
 Union County ss } E. Mitchell defendant being first duly sworn says the facts stated and allegations made in his foregoing answer are true as he believes.
 E. Mitchell

Sworn to before me by said E. Mitchell and by him signed in my presence this 28th day of April 1882.

J. Q. Burgess Clerk

Attendants on the 22 day of May 1882, a Reply was filed with the Clerk of said Court which reads as follows, viz:-

Reply 3947

J. P. Kristine, Plaintiff
 vs.
 Alex. Snodgrass & E. Mitchell Defendants
 Court of Common Pleas, Union Co. O.
 Reply.

The defendant now comes out for Reply to the amended answer of the defendant E. Mitchell says that he denies each and every allegation therein contained.

D. W. Ayers Attorney for Plaintiff

The State of Ohio }
 Union County ss } J. P. Kristine being first duly sworn says that the facts stated and allegations made in his foregoing Reply are as he believes true.
 J. P. Kristine

Sworn to before me and signed in my presence by the said J. P. Kristine this 22nd day of May 1882

J. Q. Burgess, Clerk

Attendants on the 19th of September A.D. 1882 an Entry was made on the Journal by the Clerk of said Court which reads as follows, viz:

Entry 3947

J. P. Kristine vs. Alex. Snodgrass

This cause came on for trial at the Court house in Union County Ohio on the 19th day of September 1882. The Court was composed of the Hon. J. P. Kristine, Judge of the Court and the Hon. J. B. Cannon, Clerk of the Court. The case was argued by the Hon. J. B. Cannon for the plaintiff and the Hon. J. P. Kristine for the defendant. The Court rendered its verdict in favor of the plaintiff and awarded him the sum of \$1000 with interest thereon from the date of the making of the note to the date of the rendering of the verdict. The Court also awarded the plaintiff his costs and disbursements. The Court then adjourned.

Verdict

The State of Ohio }
 Union County ss } J. P. Kristine

Entry 3947

J. P. Kristine vs. Alex. Snodgrass

On the 19th day of September 1882 the Court rendered its verdict in favor of the plaintiff and awarded him the sum of \$1000 with interest thereon from the date of the making of the note to the date of the rendering of the verdict. The Court also awarded the plaintiff his costs and disbursements. The Court then adjourned.

Entry 3947

J. P. Kristine vs. Alex. Snodgrass

On the 19th day of September 1882 the Court rendered its verdict in favor of the plaintiff and awarded him the sum of \$1000 with interest thereon from the date of the making of the note to the date of the rendering of the verdict. The Court also awarded the plaintiff his costs and disbursements. The Court then adjourned.

Entry 3947

J. P. Kristine vs. Alex. Snodgrass

Entry
3947

J. P. Krittine, Plaintiff
vs.
Alex. Snodgrass et. al. Defendants

Entry

This day came the parties by their attorneys, and this cause came on to be tried; and the jury came as jury, to-wit:-
D. R. Tharnton, Saml. W. Adams, David Shidmore, Isaac Mahill, James Croley, Wilbur De Groot, H. Thompson, Robert Hill, John Dams, John E. Harrison, John A. Morrow, J. P. Freeman also, being duly empanelled, and sworn to well and truly try the issue, joined between the parties in this cause, and to give verdict according to the evidence, unless with excuse by consent of parties or discharged by the Court, and after hearing the testimony, arguments of counsel, and charge of the Court, the said jurors, retired to their room to deliberate upon their verdict, and after due deliberations returned into open Court and presented their verdict in writing, in the words and figures following, to-wit: Civil Action Verdict

Verdict

The State of Ohio, Union County Sd. September Term A.D. 1882, to-wit:
September 19th 1882
J. P. Krittine Plaintiff vs. Alex. Snodgrass et. al. Defendants
We, the jury in this case, being duly empanelled and sworn do find and say that we find for the defendant E. Mitchell
Robert Hill Foreman.

Motion for
New Trial
3947

Afterward on the 21st day of September a Motion for New Trial was filed with the Clerk of said Court, which reads as follows, to-wit:-
J. P. Krittine, Plaintiff
vs.
Alex. Snodgrass and E. Mitchell Defendants
Court of Common Pleas, Union County Ohio
Motion for New Trial

The plaintiff herein now comes and asks the Court to set aside the verdict here to fore rendered by the jury in the above case and grant the plaintiff a new trial for the following reasons to-wit:
1st That the verdict is not sustained by sufficient evidence and that the same is contrary to law; 2nd Newly discovered evidence material for this plaintiff which he could not with reasonable diligence have discovered and produced at the trial.

Entry
3947

O. W. Ayer, Attorney for Plaintiff
On the day of September 1882, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-
J. P. Krittine Plaintiff
vs.
A. Snodgrass et. al. Defendants
Entry

This day this cause came on to be heard on the motion of Plaintiff J. P. Krittine to set aside the verdict and for a new trial herein, On consideration whereof the Court being fully advised in the premises sustained said Motion.

Entry
3947

On the day of 1882 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-
J. P. Krittine Plaintiff
vs.
Alex. Snodgrass and E. Mitchell Defendants
Entry
This day this cause came on for

trial and upon the motion and showing of the defendant E. Mitchell delay was granted to E. Mitchell until the 22nd of January 1883, and at the cost of E. Mitchell. It is therefore considered, ordered, and adjudged by the Court that the said defendant pay the cost up to and including January 10th 1883 and that execution issue therefor.

Afterward on the 23rd day of January 1883 an Entry was made, via the Journal by the Clerk of said Court, which reads as follows, viz:-

Entry
3947

J. P. Kestice, Plaintiff

vs.

Entry

Alex. Snodgrass, et al. Defendants

This day came the parties by their attorneys and this cause came on to be tried: and thereupon came a jury, to-wit: Brunck Cahill, W. O. Ward, H. S. Starnes, D. S. Snell, E. M. Gray, Geo. W. Robinson, Chas. W. Campbell, Ben. James O. Mannott, Jasper King, Geo. Mitchell and Willard Winger who being duly impaneled and sworn to well and truly try the issue, joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties, or discharged by the Court, and after hearing the testimony, arguments of counsel, and charge of the Court, the said jurors, 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. January Term A. D. 1883, To-wit: January 23rd 1883

J. P. Kestice Plaintiff vs. Alex. Snodgrass, et al. Defendants

That the jury in this case being duly impaneled and sworn do find and say we find for the Defendant - Elijah Mitchell

John W. Robinson, Foreman

Afterward on the 24 day 1883, a Motion, was filed with the Clerk of the Court which reads as follows, to-wit:-

Motion
for
New Trial
3947

J. P. Kestice, Plaintiff

vs.

Alex. Snodgrass vs. Elijah Mitchell Defendants

Court of Common Pleas, Union County Ohio

Motion for New Trial

The plaintiff herein now comes and asks the Court for an order setting aside the verdict heretofore rendered against him in the above entitled case and in favor of the defendant - Elijah Mitchell and to grant the plaintiff herein a new trial for the following reasons, to-wit: 1st Accident and surprise which ordinary prudence could not have guarded against. 2nd That the verdict is not supported by sufficient evidence, and is contrary to the law. 3rd Newly discovered evidence material for this plaintiff which he could not with reasonable diligence have discovered and produced at the trial

D. W. Ayres Attorney for Plaintiff

Afterward on the 2nd of February A. D. 1883. an Affidavit was filed with the Clerk of said Court, which reads as follows.

Affidavit

J. P. Kestice, Plaintiff

vs.

Alex. Snodgrass, vs. E. Mitchell, Defendants

State of Ohio Union County, ss.

Court of Common Pleas, Union County ss.

J. P. Kestice being first duly sworn

depose and say by a jury at the evidence for the before said trial learned of the This affidavit E. Kestice the above case September 10 at the time he read on his grand, that the permitting for the payment said in case plaintiff and stated case, introduced, Monday. The said witness success of of the said said first the cross Alex. Snodgrass an extension sent or period custody and found called when it was previous now of the above said defendant State of Ohio Union County present in the

Entry
3947

Afterward on the Journal J. P. Kestice vs. Alex. Snodgrass heard separate and several witnesses

deposes and says: He is the plaintiff in the above entitled case, that since the trial by a jury at the present January Term of this Court 1883, he has discovered material evidence for him on the trial of the above entitled case which he did not know of before said trial and could not with reasonable diligence have ascertained, or known of the same in time to have produced the same at the time of said trial. This affiant is informed and believes the same to be true that Robert Hill, John E. Wainman, W. C. Thompson, Isaac Oakill and J. R. Thompson will testify in the above case as follows, That on the former trial of this case, to-wit: in the September Term 1882, that the plaintiff said upon his cross examination that at the time the one year interest was paid on the note in question and paid on in the above case that there would be no more interest due for one year. That this plaintiff in that connection said nothing about allowing permitting or agreeing that the note might run along that the time for the payment of the same might be extended for the payment of the same in any way or manner either in words or substance, that this plaintiff was not aware that evidence of the nature kind as above stated was to be used against him on said trial until the defendant introduced on this said trial the witness James Woolley and John A. Morrow. This plaintiff hopes and expects to produce the evidence of said witnesses at the next term of this Court. That some time in the summer of 1882, this plaintiff took the deposition of Alex. Swadgrass one of the said defendants, in the City of Columbus, Ohio, and on the said first trial of said case the same were read in evidence, that on the cross examination in said deposition the said defendant Alex. Swadgrass testified that there was never anything said about an extension of time for the payment of said note. That by accident or mistake the said deposition was misplaced or lost from the custody and possession of the Clerk of this Court and could not be found although diligent search was made for the same in places where it would be most likely to be found and inquiry made of persons most likely to have possession of the same, that on the last trial of the above case this plaintiff was deprived of the use and profit of said deposition - and further this Affiant -

State of Ohio
 Republic County, ss. J. P. Kittle being duly sworn says the statement in the foregoing Affidavit are as he believes true.
 J. P. Kittle

Sworn to before me and signed by J. P. Kittle in my presence
 this 2nd day of February A. D. 1883
 J. Q. Burgess, Clerk

Afterwards on the 2nd day of February, A. D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows, viz:-

Entry
 3947

J. P. Kittle, Plaintiff
 vs.
 Alex Swadgrass & O. Mitchell, Defendants

This day this cause came on to be heard upon the motion of Plaintiff for a new trial, was argued by counsel and submitted to the Court upon consideration whereof the Court sustains said motion, and the verdict heretofore returned is set aside and

a new trial granted, and it is further ordered and adjudged by the Court that the plaintiff and the defendant E. Mitchell pay their own costs since January 11th 1883.

In all which the Defendant E. Mitchell excepts.

Afterwards on the 17th day of April 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to wit:-

Entry 3097

J. P. Whittier, Plaintiff

vs

Alex. Snodgrass & E. Mitchell, Defendants

Entry

This day this cause came on for trial and a jury was duly empaneled and sworn and thereupon by the agreement of the above named parties a ~~jury~~ was withdrawn and this cause settled as follows: The defendant E. Mitchell to pay to the said plaintiff the sum of eighty-five dollars in full satisfaction of the note made on herein, and the plaintiff to pay what costs have been made in the case by him and the defendants to pay what costs have been made by them. It is therefore considered, ordered, and adjudged that the plaintiff recover from the defendants Alex Snodgrass and E. Mitchell the sum of Eighty-five Dollars and that each party pay the costs made by them taxed to \$

Attest J. P. Bugner Clerk.

By A. R. Bugner Deputy

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 Mansfield within and for the County of Union of the 3rd Subdivision of the 1st Judicial District of the State of Ohio on the 16th day of April in the year of our Lord One Thousand Eight Hundred and Eighty-Three.

And for to wit: On the 13th day of June A. D. 1882, the following Petition was filed with the Clerk of said Court:

Petition 4046

Margaret C. Hamilton, Plaintiff

vs
R. W. Wertz, Defendant.

Court of Common Pleas, Union County, Ohio.
Petition

The plaintiff says, that the defendant R. W. Wertz is indebted to her on a promissory note of which she is the legal owner and holder and of which the following is a copy with the endorsements thereon:

" \$500.00

Richwood June 25th 1874

" One year after date I promise to pay to Michael Oranier or order Five Hundred Dollars for value received

R. W. Wertz

" Indorsement "May 1st 1882, I assign the within note to Margaret C. Hamilton"

Michael Oranier

There are no credits thereon. On which note there is due plaintiff from defendant the sum of Five Hundred Dollars which she claims with interest from June 25th 1875. Whereon plaintiff asks judgment against defendant in the sum of Five Hundred Dollars with interest at 6% per annum from June 25th 1875.

E & Cole, Atty. for Plaintiff

State of Ohio
Union County
says that she
to be true

Seal
\$500.00

"
" Five Hundred
" Indorsement
"

Margaret C.
Issue seven
law, indors
\$500.00 with

On the
of said Court

The State of
Union County
The corner
Margaret C.
and that
of said plea
such petition
You will recd

Seal

Amend
What returned
The State of
Union County
A. M. And
day of June
month of Dec
Service 30, Ma

Afterwards
the Clerk of
Margaret C.
R. W. Wertz

Answer 4046

State of Ohio
Union County, ss. Margaret C. Hamilton, plaintiff being first duly sworn says that she believes the facts stated and allegations in the foregoing petition to be true.

Margaret C. Hamilton
Sworn to before me and signed in my presence this 12th day of June 1882

Seal

J. S. Mc Campbell, Notary Public
Richwood, June 25th 1874

Note \$500.00

" One year after date I promise to pay to Michael Weaver or order
" Five Hundred Dollars for value Received.

" Witness - " Given 12th day of June 1882 R. W. Weisz

" Enclosed " May 1st 1882, I assign the within note to Margaret C. Hamilton
" Michael Weaver "

Margaret C. Hamilton Plaintiff

Receipt

vs

R. W. Weisz, Defendant

Court of Common Pleas of Union County, Ohio
Marysville June 15th 1882

Is the Clerk of Common Pleas Court:

Issue summons to Sheriff of Union County returnable according to law, undorsed. Action for the recovery of money only, amount claimed \$500.00 with interest at 6% from June 25th 1875.

E. E. Cole Attorney for plaintiff

On the 15th day of June A. D. 1882, a summons was issued by the Clerk of said Court which reads as follows:

Summons

Summons in Action for Money Only

The State of Ohio
Union County, ss.

To the Sheriff of the County of Union, I writing:-

The command you to notify R. W. Weisz that he has been sued by Margaret C. Hamilton in the Court of Common Pleas of Union County and that unless he answers by the 15th day of July A. D. 1882 the petition of said plaintiff 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 26th day of June A. D. 1882

Witness my hand and the seal of said Court this 15th day of

Seal

June A. D. 1882

J. J. Buggan, Clerk

Amount Claimed, \$500.00 and interest as follows: On \$500.00 from June 25th 1875

E. E. Cole, Offs Atty.

Not returned and filed June 21st 1881, enclosed as follows

Sherriff Ret

The State of Ohio
Union County, ss.

Sherriff's Return

Received this writ June 15th A. D. 1882, at 11 o'clock A. M. and pursuant to its command, I served the same on the 17th day of June 1882, by delivering a certified copy thereof with the undorsed return thereon to the within named R. W. Weisz

Service 30, Mileage 2.56, Copy 20, Total \$3.06

John H. Hoberack, Sheriff.

Afterward on the 14 day of September 1882 an answer was filed with the Clerk of the Court which reads as follows, to-wit:

Answer

Margaret C. Hamilton, Plaintiff

Court of Common Pleas, Union County Ohio
Answer

4046

R. W. Weisz, Defendant.

The defendant for answer to said

petition says that at the time said note was executed, June 25th 1874, there was due to this defendant from the said Michael O'Connell the sum of \$2283.00 on the account book attached marked "A" and there was also due to said O'Connell from this defendant for borrowed money about \$500.00 and as an evidence of said borrowed money and part was settlement the defendant gave said note and that after that date and up to the 1st of December 1875, this said O'Connell made his horse with defendant and after said December 1875 up to the time said petition was filed the said O'Connell made his horse with defendant at various times and there is due defendant for the care and nursing of said O'Connell's horse for the board and care of said O'Connell's horse as set forth in the account book attached marked "B" the sum of three hundred and fifty three and 40/100 Dollars and that on or about the day of April 1880, said O'Connell (being still kindly disposed towards defendant) and knowing that the said claim of defendant against him was a full compensation for the amount of said note promised defendant to give up to defendant said note that it might be cancelled in consideration of the cancelling of said account against him and afterward when defendant asked said O'Connell for said note the said O'Connell declared to defendant that he had lost or misplaced said note but it should be regarded settled and delivered up to defendant and thereupon defendant relying upon the fact of the settlement of said note did not present his said account and until a short time before the said petition was filed supposed from said representations that said note was destroyed. The plaintiff is the daughter of said O'Connell and received said note as a gift without consideration about the time the said petition was filed and is therefore not entitled to recover as an innocent purchaser for value. Therefore defendant prays that this his plea of payment and settlement may be held as a defence to said note and that so much of said account as may be equal to said note may be offset against said note and this defendant go hence without day

Robinson & O'Pea & S. S. Handover Attorneys for Defendant.

The State of Ohio
 Union County, ss. R. W. Weisz defendant being duly sworn deposes and says the allegations of the foregoing account are true as he believes.

R. W. Weisz
 Sworn to before me and signed in my presence this 11th day of Sept. 1882
 W. M. Hill Justice of the Peace

"A"
 Michael O'Connell in & with R. W. Weisz.
 Dr. to Board, Lodging, Washing, Mending and attendance and feed and attendance of horse and Cask paid as follows:-
 Jan. 22nd 1863 to fall of 1866, 3 years board etc. at \$3.00 per week \$468.00
 About Nov. 1865 to about Nov. 1866 1 year feed etc. of horse at \$1.50 per week 78.00
 Feb. 1867 to March 18th 1874, 7 years board etc. 1092.00
 Feb. 1867 to March 18th 1874, 7 years feed etc. of horse 546.00
 April 1st 1874 to June 25th 1874, 2 months and 25 days - board etc 83.00
 April 1st 1874 to June 25th 1874, 2 months and 25 days - horse etc 16.00
 March 18th 1874, To Cask 50
 \$2283.00

Michl
 Dr. to Board, Lodging, Washing, Mending and attendance and feed and attendance of horse
 June 25th 1874 to
 Apr. 25th 1876 to
 July 12th 1876 to
 Aug 24, 1876 to
 Dec. 6, 1876 to
 Apr. 21, 1877 to
 June 29, " to
 Oct. 10 " to
 Apr. 4, 1878 to
 July 23, " to
 Aug. 27 " to
 Sept. 17, " to
 Oct. 21, " to
 Apr. 8, 1879 to
 June 16, " to
 Aug. 12, " to
 Sept. 18 " to
 Oct. 15, " to
 Apr. 1, 1880 to
 Apr. 18, " to
 May 18 " to
 July 23 " to
 Oct. 16, " to
 May 3, 1881 to
 Aug. 11, " to
 Sept. 15, " to
 May 20, 1882 to
 Feb. 1 - 1875, to
 Michael O'Connell
 Indebted per ac

3: Afternoon
 the Journal by
 Emig Margaret C. H
 4046
 R. W. Weisz,
 on the notation
 in the previous
 marked "A" as
 defendant" and
 willed by the
 O'Connell with
 cause is cov

"B"

Michael Oranier Account with R. W. Whiz

Acc. to Board, Lodging, washing, mending and attendance of self and feed and care of horse as follows:

June 25 th 1874 to Dec. 1875	12 years, 6 months	self and horse at \$4 ⁵⁰ per week	\$224.00
Apr. 25 th 1876 to May 21, 1876	26 days	self and horse at \$1. ⁰⁰ per day	26.00
July 12 th 1876 to Aug. 16, 1876	33 days	self and horse at \$1. ⁰⁰ per day	33.00
Aug 24, 1876 to Aug. 31, 1876	7 "	" " " " " " " "	7.00
Dec. 6, 1876 to Dec. 28, 1876	22 "	" " " " " " " "	22.00
Apr. 21, 1877 to May 15, 1877	24 "	" " " " " " " "	24.00
June 29, " to Aug. 15 " 15 "	" "	" " " " " " " "	15.00
Oct. 10 " to Oct. 24 " 14 "	" "	" " " " " " " "	14.00
Apr. 4, 1878 to May 23, 1878	49 "	" " " " " " " "	49.00
July 23, " to Aug. 5, " 12 "	" "	" " " " " " " "	12.00
Aug. 27 " to Sept 5, " 9 "	" "	" " " " " " " "	9.00
Sept. 17, " to Sept. 23, " 6 "	" "	" " " " " " " "	6.00
Oct. 21, " to Nov. 16, " 26 "	" "	" " " " " " " "	26.00
Apr. 8, 1879 to Apr. 22, 1879	14 "	" " " " " " " "	14.00
June 16, " to June 26, " 10 "	" "	" " " " " " " "	10.00
Aug. 12, " to Aug 18 " 6 "	" "	" " " " " " " "	6.00
Sept. 18 " to Sept. 28 " 10 "	" "	" " " " " " " "	10.00
Oct. 15, " to Oct. 21 " 6 "	" "	" " " " " " " "	6.00
Apr. 1, 1880 to Apr. 10, 1880	9 "	" " " " " " " "	9.00
Apr. 18, " to May 6, " 18 "	" "	" " " " " " " "	18.00
May 18 " to buying horse			2.00
July 22 " to July 28 1880	6 days board	at 60 cts per day	3.60
Oct. 16, " to Oct. 23, " 7 "	" "	" " " " " " " "	4.20
May 3, 1881 to May 10, 1881	7 "	" " " " " " " "	4.20
Aug. 11, " to Aug 18, " 7 "	" "	" " " " " " " "	4.20
Sept. 15, " to Sept 22, " 7 "	" "	" " " " " " " "	4.20
May 20, 1882 to May 25, 1882	5 "	" " " " " " " "	3.00
Feb. 1-1875 to May 10, 1875	to minding and taking care of said Michael Oranier during severe sickness		140.00
Interest on above account to date			140.00
Total			\$ 955.40

Afterward, on the 3rd day of October 1882, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry 4076	Margaret C. Hamilton, Plaintiff	vs.	R. W. Whiz, Defendants	Entry
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This day came on this cause to be heard on the motion to strike out and therefore the Court being fully advised in the premises do sustain said motion as to the account in the petition marked "A" and as to the words "being still kindly disposed toward defendant" and as to all other parts of said motion, the same is overruled by the Court whereupon leave is given plaintiff to plead to the answer within thirty days from the rising of the Court and this cause is continued

Afterward, on the 19th day of September A.D. 1882, an Motion was filed with the Clerk of said Court, which reads, as follows, viz:-

Motion
4046

Margaret O. Hamilton, Plaintiff
vs.
R. W. Weisz, Defendant
Court of Common Pleas, Union County, O.
Motions

Plaintiff moves the Court for an order requiring the defendant 1st to separately state and number his pretended grounds of defense by stating separately his pretended grounds of defense of set off settlement and the plaintiff being holder of note paid, on without consideration. 2nd To make his answer more definite and certain by stating whether said answer was agreed in writing to pay the alleged account against him attached to the answer marked "A" and those items of the account marked "B" which bear date prior to Sept. 14th 1876. 3rd To strike out of his answer the following matter on the first page "being still kindly disposed toward defendant and" on the second page "and, paid a short time before the said petition was filed, supposed from said representation that said note was destroyed" as irrelevant and redundant, and the following matter on the second page as containing a legal conclusion, "left relying upon the fact of the settlement of said note"

Afterward, on the 3rd of October 1882, an Entry was made, on the journal by the Clerk of said Court, which reads, as follows, viz:-

Entry
4046

Margaret O. Hamilton Plaintiff
vs.
R. W. Weisz Defendant
Entry

This cause being heard upon Motion of the plaintiff to require the defendant to separate, state and number the grounds of defense set up in the answer and to make his answer more definite and certain by stating whether said answer was agreed in writing to pay the account there attached marked "A" and those items of the account marked "B" which bear date prior to September 14th 1876 and to strike out certain matter, on consideration the Court ordered that the account marked "A" attached to the answer be struck out, and the following clause "being still kindly disposed toward defendant" be struck out and overruled the balance of said motion to which plaintiff excepts and this cause is continued with leave to plaintiff to plead within thirty days from the rising of the Court

Afterward, on the 19th day of December A.D. 1882, an Deemer was filed with the Clerk of the Court, which reads, as follows, viz:-

Deemer
4046

Margaret O. Hamilton Plaintiff
vs.
R. W. Weisz, Defendants
Court of Common Pleas, Union County, O.
Deemer to Answer

Plaintiff demurs to all that part of the answer contained in the items of the account there attached marked "B" which bear date prior to June 13th 1876 and a proportionate part of the item of interest more than six years having elapsed before the filing of said ^{Petition} June 13th 1882 since a cause of action never accrues, because it does not state facts sufficient to constitute a ground of defense. Plaintiff demurs to all that part of

The answer being
correct because...

Afterward
Clerk of said Court
Margaret O. H.
R. W. Weisz,

Reply
4046

that she admits
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Margaret O. H.
R. W. Weisz,

Affidavit
for
continuance
4046.

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the Answer between the 20th line of the first page and the 11th line of the second page in-
clusive became sufficient facts are not therein stated to constitute a ground of defence

E. E. Cole, Atty. to Plaintiff

Afternoon, on the 17th day of January A. D. 1883, a Reply was filed with the
Clerk of said Court, which reads as follows, viz:

Reply
4046

Margaret C. Hamilton, Plaintiff

against

R. W. Weisz, Defendant

Court of Common Pleas, Union County, Ohio
Reply

Plaintiff for reply to defendant's answer says:
that she admits that she is the daughter of Michael Crames but denies
each and every other allegation therein. Plaintiff further says as to
\$640.- of the account marked "B", attached to defendant's answer more
than six years had elapsed before the filing of the petition herein since a
course of action arose thereon and is therefore bound by the statute of
limitations said \$640.⁰⁰ being the first two items of said account and
the item dated July 1st 1875 for nursing during sickness and the item of
interest. Plaintiff further says that the board, lodging etc. set up in
defendant's answer in account marked "B" was furnished said Michael
Crames in the way of hospitality without any agreement, on his part
to pay for the same or request therefor, that said defendant was in the
habit of urging said Crames to visit him and said Crames accepted
the invitations and became his guest without suspecting that he was
secretly charging for the entertainment and had no knowledge of
the fact until the filing of said answer, and that said Crames worked
as a farm hand and otherwise for said defendant while at his resi-
dence sufficient to compensate him for all accommodations furnished.

E. E. Cole and Powell, Rutton & Hopkins Atty's for Plaintiff

State of Ohio

Union County, ss. Margaret C. Hamilton, Plaintiff being first duly
sworn says the facts stated and allegations in her foregoing reply are
as she truly believes, true. Mrs M. C. Hamilton

Sworn to and subscribed before me by the said Margaret C. Hamilton
this 17th of January 1883.

Andrew S. Mowry, Notary Public, Union Co, Ohio

On the 23rd day of January A. D. 1883, an Affidavit for Continuance
was filed with the Clerk of said Court which reads as follows, viz: -

Affidavit
for
Continuance
4046.

Margaret C. Hamilton, Plaintiff

vs

R. W. Weisz, Defendant

Court of Common Pleas, Union County, Ohio
Affidavit for Continuance

The said defendant being duly sworn deposes
and says he is the defendant in this case; that he prepared to file
yesterday he was ready for the trial of this cause, when he first learned
that Dr. P. H. Bauer was sick unable to attend Court at this time
and after he had subpoenaed his witnesses; He says said Dr. Bauer
is a material witness for defendant in said cause without whose
testimony defendant cannot safely go to trial; that said Dr. Bauer
resides at Richmond of this County and has been in health until within
two or three days so as to be able to be present in Court but is now by
reason of sickness unable to be present and is not present and is under

subpoena to be present this day. This defendant hopes and believes said witness will be able to be present at the next term of this Court, or if not that his deposition will be taken by him. This application for continuance is not for delay merely but for the purpose of justice. The certificate of physicians is hereto attached.

R. W. Mierz

Sworn to before me and signed in my presence this 23rd of January 1883

J. Q. Bruggins, Clerk.

Margaret C. Hamilton Plaintiff

vs
R. W. Mierz Defendant

Court of Common Pleas, Union County, Ohio
Affidavit of B. P. Hall.

B. P. Hall being duly sworn upon his oath says that he is a regular practicing physician in the County of Union; that he has been acquainted with P. H. Bauer for the past year and for several months last past has been his medical adviser, that he visited said P. H. Bauer this 22 day of January 1883, and found him suffering from a severe cold together with other complications and unable to leave the house. That judging from his present condition said Bauer will not be able to travel to Mansfield for at least several days, and could not do so without endangering his life. Said affiant further says that to his knowledge said P. H. Bauer was able to be up and attending to his business and was so attending to his business during the whole of last week up until Saturday last, since which time he has been confined to the house.

B. P. Hall M. D.

Sworn to and subscribed before me this 22 day of January 1883.

Wm. W. Hill, Justice of the Peace

Afterward on the 27th day of April A. D. 1883, an Entry was made in the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry
4046

Margaret C. Hamilton Plaintiff

vs
R. W. Mierz, Defendant

Entry

This day came the parties by their attorneys, and this cause came on to be tried; and there upon came a jury, to-wit:-
Elias Phoenix, D. W. Balmbaugh, Aaron Sney, John Moore, A. S. Chapman, A. A. Johnson, J. S. Rice, James Orley, Joseph Ruff, J. O. Lockwood, Benjamin James, H. W. Daughen who, being duly impeached and sworn to, well and truly by the issue, joined between the parties in this cause and a true verdict render according to the evidence, unless withed cause by consent of parties or discharged by the Court, and after hearing the testimony, arguments of counsel and charge of the Court, the said jurors retired to their rooms 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:-

The State of Ohio Union County, ss. April Term A. D. 1883, To-wit:-

April 27th 1883

Margaret C. Hamilton Plaintiff vs R. W. Mierz, Defendant.

That the jury in this case being duly impeached and sworn do find and say that we find for the Plaintiff in the sum of \$735⁰⁰/₁₀₀

Elias Phoenix Foreman

4128

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On the 30th day of April A.D. 1883, a motion for a new Trial was filed with the Clerk of said Court which reads as follows, to-wit:-

Margaret W. Hamilton Plaintiff
 vs.
 R. W. Weisz, Defendant

Court of Common Pleas, Adams County Ohio
 Motions for New Trial

The defendant moves the Court to grant him a new trial in this cause for the following causes: 1st The said verdict for plaintiff was against the evidence and contrary to the evidence. 2nd The said verdict was for too large a sum. 3rd The jury contrary to the evidence and the weight thereof found against the defendant and for the plaintiff on all the issues. 4th The Court used in the charge to the jury as to the settlement between the Weisz and Michael Braun. 5th The said verdict was for the plaintiff while it should have been for the defendant.

Robinson & Pease and S. J. Sandino Attys for Deft.

After and on the 10th day of May A.D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Margaret W. Hamilton, Plaintiff
 vs.
 R. W. Weisz Defendant

Entry
 4046

This day this cause came on to be heard on the motion of defendant to set aside the verdict and grant a new trial herein: and the Court being fully advised in the premises do over rule said motion to which overruling of said motion defendant excepts. It is therefore considered, ordered and adjudged by the Court that the plaintiff recover of the defendant the sum of \$735.^{00/100} the amount of the verdict heretofore rendered and her costs herein expended taxed to #

Alfred J. O. Burgher, Clerk.
 By A. R. Burgher, Deputy.

Held before His Honor John A. Rice Judge of a Court of Common Pleas begun and held at the Court House in the town of Mansfield of Adams County of the Third Subdivision of the Sixth Judicial District of the State of Ohio in the year of our Lord One Thousand Eight Hundred and Eighty-Three. Wherefore to-wit:-

On the 17th of October A.D. 1882, the following Transcript was filed with the Clerk of said Court:-

Transcript
 The State of Ohio }
 Adams County, ss. }
 P. R. Rice, Plaintiff
 vs.
 James Mulvaine Defendant

Landing Township
 Civil Action before O. B. Martin J. P.
 September 4th 1882

The plaintiff filed his bill of Particulars against the defendant as follows, to-wit: Plaintiff claims judgment against the defendant for the sum of One Thousand and Three Dollars on the following account, to-wit:- For services as the ^{Attorney for the defendant} Mr. Carey and other cases. September 4th 1882, Summons issued by me and delivered to constable for the appearance of defendant at my Office September 14th 1882.

at ten o'clock A.M. September 14th 1882, Summons returned, indorsed by leaving a certified copy with defendant.

John Fleming Sr. Constable

September 14th 1882, Time set for trial. Plaintiff failed to appear at the time named in the Summons or for one hour thereafter. Therefore it is considered by me that the plaintiff pay the costs of this action herein taxed at \$1.²⁵ The case is therefore dismissed without prejudice to future action. costs paid in full.

O. B. Martin, J. P.

The State of Ohio, Union County ss. Deersburg Township

P. R. Kew, Plaintiff

Civil Action before O. B. Martin, J. P.

vs
James Mulvane, Defendant

September 14th 1882

The Plaintiff filed his bill of particulars against the defendant as follows to wit: Plaintiff claims judgment against the defendant for the sum of One Hundred and Thirty Dollars in the following account to wit: for legal services as Attorney in the M^r Canny and other cases.

September 14th 1882, Bill of Particulars filed by the Plaintiff and Summons issued by me and delivered to John Fleming Constable for the appearance of the defendant at my office on September 22nd A. D. 1882 at ten o'clock A. M.

O. B. Martin J. P.

September 22nd 1882, Summons returned, indorsed by leaving a certified copy with the defendant.

John Fleming Sr. Const.

September 22nd 1882, Time set for trial. Parties met and by agreement adjourned to Saturday September 30th at ten o'clock.

O. B. Martin J. P.

September 29th 1882, Issued Subpoenas for the following named persons to appear at my office on the 30th day of September A. D. 1882, at ten o'clock A. M. S. S. Gardiner, M. W. Hill, T. B. Benton, J. M. Kennedy Cornelius Mulvane and John Henderson said witnesses for the Plaintiff.

O. B. Martin J. P.

September 30th 1882 - Time set for trial. Parties met; the defendant demands a jury trial and the following named jurors were selected Mr. B. Newhouse, James W. Reide, R. White, St. D. De Good, M. F. Wangstaff and A. J. Smith.

By agreement of both parties time of trial was postponed to October 2nd 1882 at ten o'clock A. M. - September 30th 1882, Subpoenas returned indorsed: served by reaching to J. M. Kennedy who demanded his fee and by leaving a copy at the house of T. B. Benton and by leaving certified copies at S. S. Gardiner and M. W. Hill's places of business. Also by reaching to John Henderson and Cornelius Mulvane.

John Fleming Const.

September 30th 1882, Subpoenas returned, indorsed and the following named witnesses were present for the plaintiff - S. S. Gardiner, M. W. Hill and John Henderson. Depositions of S. S. Gardiner taken by order of Plaintiff.

O. B. Martin J. P.

September 3rd Summons issued and delivered to John Fleming Constable for the above named jury to appear Oct. 2nd 1882 at ten o'clock A. M.

O. B. Martin J. P.

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October 2nd 1882, Summons for jury returned in favor of the above named jurors. The following jurors appeared M. B. Spewhouse, James DeWitt, A. D. DeGard, M. F. Langstaff and A. J. Smith, who were duly impaneled and sworn. The same day plaintiff amended his Bill of Particulars in which he claimed 164 Dollars instead of 104 Dollars, claimed in his original bill. The same day defendant filed his Bill of Particulars denying all claims of Plaintiff and asking that judgment be rendered in his favor against plaintiff for \$17.⁰⁰ Trial had; the plaintiffs witness Mr. W. Hill, John H. Hudson, S. B. Benton and J. M. Kennedy were sworn and examined. The defendant was sworn and examined, The jury having heard the proofs and allegations of both parties agreed upon and returned a verdict as follows, We the jury do find and assess the plaintiffs claim herein against the defendant to the sum of \$20.⁰⁰. We do further find and assess the defendants set-off herein against the plaintiff to the sum of eight Dollars leaving the amount of the recovery of plaintiff herein twelve Dollars.

Therefrom and on said day it is considered by me that the plaintiff recover of the defendant the sum of Twelve Dollars, debt and cost herein taxed at Eighteen and 7/10 Dollars as follows, to-wit:- Justice fees 5.⁰⁰, Constable 5.⁰⁰, Witness fees for the following named witnesses John Hudson, 1.⁰⁰, Mr. W. Hill 1.⁵⁰, S. B. Benton 1.⁵⁰, J. M. Kennedy 1.⁵⁰, Tax for judgment 2.⁵⁰, Total \$18 ⁷⁰/₁₀₀.

The State of Ohio, Union County, Lyuburg Township 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.
Docket No. 951 page 290
O. B. Martin J. P. of the aforesaid Township

Afterward on the 17th day of October A. D. 1882, an Appeal Bond was filed with the Clerk of said Court which reads as follows; viz-
Appeal Bond 4128
P. R. Kew Plaintiff vs. James Mulvaney, Defendant
Judgment before O. B. Martin J. P.

Whereas on the 2nd day of October 1882, the said P. R. Kew obtained a judgment against the said James Mulvaney on the Docket of said Justice for Twelve Dollars and costs taxed at \$ and the said P. R. Kew intends to appeal therefrom to the Court of Common Pleas of Union County; Now therefore I, W. C. Hamilton of Richmond do hereby pursuant to the Statute in such cases made and provided, promise and undertake in the sum of Fifty Dollars that the said appellant will, if judgment be rendered against him on the appeal, satisfy such judgment and costs and also that the said appellant will prosecute his appeal to effect without unnecessary delay

W. C. Hamilton.
Executed and acknowledged before me and duly approved this 10th day of October 1882.
O. B. Martin J. P.

On the 17th day of October A.D. 1882, the following petition was filed with the Clerk of said Court.

Petition
4128

P. R. Howe, Plaintiff
vs
James Mulvaney, Defendant
Court of Common Pleas, Union County Ohio
Petition

The Plaintiff says the Defendant is indebted to him in the sum of \$159⁴⁴ on an account for legal services rendered for the benefit of the Defendant, and at his request of which the following is a copy:

	James Mulvaney in account with P. R. Howe.	Dec. 1878.	April 7 th	To fee in attending to his suit with L. L. McCaughey as follows: In examinations of records and motions to dissolve attachment	\$ 10.00
		May 4 th	To trial fee of same case on merits before W. J. Woods J. P.	10.00	
		June Term	To filing answer in same case on appeal to Court of Common Pleas	10.00	
			Total of same in Court	15.00	
		Sept Term	To fee in the case of James Mulvaney vs Margaret Phillips before W. W. Hill in attachment	8.00	
			To Return Fee in the case of Richard M. Long vs James Mulvaney Court of Common Pleas for Steamer	20.00	
			To fee on Motion for continuance	5.00	
			To fee in assisting at the trial of said case	20.00	
		Feb. 1 st 1879	To fee in suit of James Mulvaney against L. L. McCaughey before W. J. Woods J. P. in attachment		
			To drawing affidavits, and Motion for dissolution of attachment	3.00	
			Total fees same case	10.00	
			Total	\$ 131.00	
			To four years interest	31.44	
			In all	162.44	
		1881	Mr. By Case	3.00	
				\$ 159.44	

Plaintiff says the above account is just and true and that no payments have been made thereon except as above credited and there is now due the plaintiff the sum of \$159⁴⁴ for which he prays judgment against the defendant and for costs.

P. R. Howe in Personam
State of Ohio }
Union County ss. } P. R. Howe being sworn says the statements in the foregoing petition are true
Sworn to before me and subscribed in my presence this 16th day of October 1882.
J. A. Crangover, Clerk

Afterward on the 8th day of January A.D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows, viz:-

Entry
4128

P. R. Howe, Plaintiff
vs
James Mulvaney Defendant
This day this cause came on to be heard on the petition and exhibits of the plaintiff and the Defendant having failed to answer or demur to said petition, and the Court being fully advised in

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P. R. Howe
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The premises and having heard the testimony of the plaintiff find there was due the plaintiff from the defendant as alleged in plaintiffs petition the sum of \$157.⁷⁵/₁₀₀ Whereupon it is ordered and adjudged by the Court that the plaintiff receive of the defendant the said sum of \$157.⁷⁵/₁₀₀ with interest from the filing of the said petition to-wit: Oct. 17th 1882, and the cost accruing herein in this Court; also all the cost made at the trial of this case before the Justice of the Peace.

Afterward a Motion was filed with the Clerk of said Court, on the 9th day of January A. D. 1883, which reads as follows, to-wit:-

Motion
4128

P. R. Kew, Plaintiff
vs
James Mullrain, Defendant

Court of Common Pleas, Union County, ss.
Motion

Now comes the said defendant, and moves the Court to vacate and set aside the judgment in this case rendered at this Term for grounds of said Motion defendant says:

1st Said judgment was rendered before the action regularly stood for trial.
2nd The defendant was ignorant that the plaintiff had filed or intended to file papers or take an appeal in the case until about a week before the Term, he learned that plaintiff had taken a transcript from the Justice's Docket in the case, but understood that before any proceedings could be had against him in Court he would have to have some notice - wherefore he intended to and would have been present in Court on the first day of the term, to see what was to be done, but was prevented from then being present by unavoidable casualty and misfortune, viz: while working on his farm he was hurt and in consequence thereof was unable to travel from his home eight miles to the Court on the first day of the term. Defendant has a good defense to said suit, and was prevented by said unavoidable casualty and misfortune from presenting the same on the day said judgment was taken

P. B. Cole & Son Attorneys for Defendant.

Affidavit

P. R. Kew, Plaintiff
vs
Jas. Mullrain, Defendant

Court of Common Pleas
State of Ohio, Union County, ss.

James Mullrain personally appeared and being sworn says: That the cases mentioned in the plaintiffs petition as tried before W. J. Woods J. P. all fees in said cases were settled between him and the plaintiff, and he paid the plaintiff in accordance with said settlement in full for his services in these cases. The defendant never had any case against Margaret Phillips, there was a case of that title but defendant never authorized it. And all plaintiffs fees in the Mr. Dancy Slender Suit mentioned in plaintiffs petition have been paid in full by defendant. Plaintiff gave no notice of intention to appeal.

James Mullrain

Sworn to, subscribed before me this 9 day of January 1883
A. H. Rightler Notary Public Seal

Afterward, on the 12th day of January A. D. 1883, an Affidavit was filed with the Clerk of said Court which reads as follows, viz:

Affidavit
4128
P. R. New, Plaintiff
vs.

The State of Ohio, Union County Court of Common Pleas

James Mullvain, Defendant

James Mullvain being first duly sworn says that there is error in the affidavit filed herein by affiant on the 9th day of January 1883 in this, to-wit: that in said affidavit as prepared by James B. Cole he is made to say that he had paid plaintiff all his fees in the M^r. Barney Slender Suit mentioned in plaintiffs petition. Affiant says that he did not understand that the above was in said affidavit when he signed it, and that the same is untrue. That affiant says he never employed said plaintiff in said M^r. Barney Slender Suit mentioned in said petition and is not indebted to said plaintiff in any sum by reason of said suit and further affiant saith not:

James Mullvain

Sworn to before me and subscribed in my presence by said James Mullvain this 12th day of January 1883.

J. Q. Bourque, Clerk
By W. W. Wright, Deputy.

Afterward on the 13th day of January A. D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry
4128
P. R. New, Plaintiff,
vs.
James Mullvain Defendant

Entry

This day this cause came on to be heard on Motion of defendant to set aside the judgment entered in this case and grant a new trial herein, was argued by counsel, and the Court being fully advised in the premises and by and with the consent of plaintiff, the said judgment is hereby set aside and a new trial granted in the premises upon the condition that the defendant pay the cost of this term and that the lien obtained by this judgment be continued in force until the final decision and judgment in this case, and the defendant have leave to answer in thirty days from this date and cause continued.

Afterward on the 16th day of April A. D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows, viz:-

Entry
4128
P. R. New, Plaintiff
vs.
James Mullvain, Defendant

Entry

This day on motion defendant was given leave to file an answer herein instantly, and therefore came the said defendant and filed his answer.

On the 16th day of April A. D. 1883, an Answer was filed with the Clerk of said Court which reads as follows, viz:

Answer
4128
P. R. New, Plaintiff
vs.
James Mullvain, Defendant

The State of Ohio, Union County Court of Comm. Pleas
Answer.

And now comes the defendant James Mullvain and for Answer herein says that he denies that he is indebted to the said plaintiff in the sum of \$159⁴⁴ or any other sum. That he has fully paid and settled with the said plaintiff for any services he

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Reply
4128
P. R. New,
vs.
James Mullvain

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Defendant
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rendered to this defendant. That as to the charge of James Mullavin vs. Margaret Phillips defendant, says he never employed the plaintiff in said action. That as to the slander suit of Richard Mrs. Dancy vs. ^{his} defendant he says the plaintiff was never employed in said action by this defendant, but on the contrary defendant notified plaintiff that he did not desire his services in said action. That as to all the other items mentioned in plaintiff's petition defendant has fully settled with the plaintiff therefor. Defendant asks to be dismissed with his costs.

Powell & Tullam for Defendant.

The State of Ohio }
 Union County vs. } James Mullavin being duly sworn says the facts stated and allegations in his answer are true.

James Mullavin

Sworn to before me and subscribed in my presence by said James Mullavin this 16th day of April 1883.

J. O. Burgher, Clerk.

Afterward on the 3rd day of May A. D. 1883, a Reply was filed with the Clerk of said Court, which reads as follows, to-wit:-

Reply
4128

P. R. Kern, Plaintiff
 vs.
 Court of Common Pleas, Union County, Ohio
 James Mullavin Defendant

Reply

The plaintiff for reply to the defendant's answer says he denies the several allegations of the said answer setting up a new matter and therefore prays judgment as he has done in his original petition.

P. R. Kern.

The State of Ohio }
 Union County vs. } P. R. Kern being duly sworn deposes and says the allegations of the foregoing Reply are as he believes true.

P. R. Kern.

Sworn to before me and signed in my presence this 3rd of May, 1883

J. O. Burgher, Clerk.

On the 3rd day of May A. D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry
4128

P. R. Kern, Plaintiff
 vs.
 Journal Entry
 James Mullavin Defendants
 April Term 1883.

This day came the parties by their attorneys and this cause came on to be tried; and thereupon came a jury, to-wit- Elias Thomas, J. R. Gooding, L. W. Polenbaugh, Aaron Tossy, John Moore, A. S. Chapman, J. S. Rice, James Cooley, J. F. Bennett, Isaac Francis, J. B. Stues, Morgan Young, who, being duly sworn and sworn to well and truly try the issue joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties, or discharged by the Court, and after hearing the testimony, arguments of counsel and charge of the Court, the said jurors, 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

The State of Ohio, Union County, vs. April Term A. D. 1883, to-wit:-

Verdict

May 3rd 1883

P. B. New, Plaintiff vs. James Mullivan Defendant
 The Jury in this case being duly empanelled and sworn do find and say
 that we find for the plaintiff in the sum of \$102.⁰⁰

A. S. Chapman, Forreman.

Motion for
 New Trial
 4128

Afterward, on the 7th day of May A. D. 1883, a Motion for New Trial was
 filed with the Clerk of said Court which reads as follows, viz:—

P. B. New, Plaintiff
 vs.
 James Mullivan, Defendant
 The State of Ohio
 Union County Court of Common Pleas
 Motion for New Trial.

And now come the defendant and asks
 the Court to grant a New Trial herein for the following reasons,
 1st That the Verdict is not sustained by sufficient evidence and is contrary
 to law. 2nd Newly discovered evidence, material for the party applying
 which he could not with reasonable diligence have discovered and produced
 at the trial, 3rd Error of law occurring at the trial and excepted to by
 the party making the application. 4th Because the Court had no
 jurisdiction
 Powell & Trullon Attorneys for Defendant

Entry
 4128

Afterward, on the 10th day of May A. D. 1883, an Entry was made on
 the Journal by the Clerk of said Court, which reads as follows, to-wit:—

P. B. New, Plaintiff
 vs.
 James Mullivan, Defendant
 Entry
 This cause came on for hearing on the
 Motion of defendant to set aside the verdict and for a new trial herein.
 The Court on consideration whereof overruled the same.

It is therefor considered by the Court that the said plaintiff recover from the
 the said defendant the said sum of \$102.⁰⁰ as heretofore found due him
 by the verdict of the Jury with interest from the first day of this term together
 with his costs herein expended

Attest J. P. Burgees Clerk
 By A. R. Burgees, Deputy

Held 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 Adams, of the Third Subdivision of the Tenth Judicial District of the
 State of Ohio; on the 16th day of April in the year of our Lord One Thousand
 Eight Hundred and Eighty-Three, Hereofore, to-wit:—

Petition
 4089

On the 19th day of August, A. D. 1882 the following petition was filed
 with the Clerk of said Court:—
 William Bealer, Plaintiff
 vs.
 Henry Sheridan, Defendant
 State of Ohio
 Adams County Court of Common Pleas
 Petition

The said Plaintiff William Bealer says
 that on the 25th day of June A. D. 1877, he became a boarder of the said
 defendant Henry Sheridan at which were known as the Continental Hotel
 in the village of Marysville, Ohio. That at that time and up to the 4th
 day of April A. D. 1882, said plaintiff was held under an order of the Probate

Court of Adams
 said plaintiff
 1870, by an order
 that during
 April 1882,
 the plaintiff
 of (\$6.⁰⁰) Five
 paid in late
 the 25th day
 plaintiff fees
 said Court
 his request
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State of Ohio
 Adams County
 facts and

Sworn to
 the 19th day

William B.
 Henry Sheri

receivable
 claimed

To the Clerk
 On the
 of said Court

Summons
 4089
 The State of
 Adams County
 The comers
 William Be
 that unless
 said Miller
 Court; serv
 cordingly. J.
 August A.
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Court of Union County Ohio, declaring said plaintiff a lunatic and placing him the said plaintiff under a Guardianship. said Court on the 25th day of December A.D. 1870, by an order of said Court appointing Henry J. King, a guardian of said plaintiff that during all of this time from said 25th day of June A.D. 1877 up to the 4th day of April 1882 said guardian by contract with said Henry Shuidan and in behalf of the plaintiff paid said defendant Henry Shuidan board for said plaintiff at the rate of (\$5.00) Five Dollars per week during all of this time no part of which was to be paid in labor by the plaintiff. That during all of this time beginning on the 25th day of June A.D. 1877 up to the 4th day of April A.D. 1882 said plaintiff performed labor for the defendant Henry Shuidan in and about said Continental Hotel by contract and agreement with said Shuidan and his request to the value of Five Hundred Dollars (\$500.00) all of which is due the plaintiff and remains unpaid. Plaintiff further says that said defendant by complicity and fraud with one T. B. Fulton and without any contact with this plaintiff, got possession and control of and appropriated of the plaintiffs money Fifty-Five Dollars all of which remains unpaid and due this plaintiff from said defendant. Plaintiff therefore prays that he recover of the defendant said sum of five hundred and fifty-five dollars with interest thereon from the 22nd day of July A.D. 1882 and for all proper relief.

J. W. Kennedy, Attorney for Plaintiff

State of Ohio
 Union County ss. William Bealer being first duly sworn says the facts and allegations of the foregoing petition are as he believes true
 William Bealer.

Sworn to and subscribed by the said William Bealer before me this the 19th day of August A.D. 1882

Tabor Randall Deputy Clerk.

William Bealer, Plaintiff
 vs.
 Henry Shuidan, Defendant.

Court of Common Pleas of Union County
 Marysville August 19th 1882

Inve Summons to Sheriff of Union County returnable according to law for the above named Henry Shuidan amount claimed Five Hundred and Fifty-Five Dollars - \$555.00 for work and labor
 J. W. Kennedy Attorney for Plaintiff.

In the Clerk of Court of Common Pleas.
 On the 19th day of August A.D. 1882 a summons was issued by the Clerk of said Court which reads as follows to wit:-
 Summons

Summons
 4089
 The State of Ohio
 Union County, ss. To the Sheriff of the County of Union, Meeting:
 The command given to notify Henry Shuidan that he has been sued by William Bealer in the Court of Common Pleas of Union County, and that unless he answers by the 15th day of September A.D. 1882, the petition of said William Bealer against him filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment entered accordingly. You will make due return of this summons on the 28th day of August A.D. 1882. Witness my hand and the Seal of said Court this 19th day of Aug.
 A.D. 1882. J. D. Buggie, Clerk by Tabor Randall, Deputy.

Seal

An action for damages. Amount claimed

J. M. Kennedy

Writ returned and filed August 17th 1882, Indorsed as follows:-

Shuff's No

The State of Ohio } Sheriff's Return

Union County, ss. Received this writ August 17th 1882, at ten o'clock A.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 all the endorsements thereon to the within named defendant Henry Shurclaw Service 30, Mileage 16, Copy 20, Total 66

John Hobensack Sheriff.

Afterward, on the 27th day of September A.D. 1882, a Motion was filed with the Clerk of said Court which reads as follows:-

Motion

William Beale, Plaintiff

Motion

4089

vs. Henry Shurclaw Defendant

Now comes the defendant by his attorney and moves the Court to require the plaintiff to make his petition more definite and certain in this to-wit: - By giving an itemized account by day and date of the work and labor claimed to be performed in said petition

R. L. Woodburn Attorney for Defendant.

Afterward, on the 22nd day of January A.D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows, viz:-

Entry

William Beale Plaintiff

Entry

4089

vs. Henry Shurclaw Defendant

This day this cause came on to be heard upon the motion of defendant to make petition more definite and certain by giving day and date to the times of labor done by plaintiff for defendant. And the Court being fully advised in the premises do overrule said motion and the defendant took thirty days from this date to answer to said petition and this cause stands continued.

Afterward, on the 16th day of April A.D. 1883, an Answer was filed with the Clerk of said Court which reads as follows:-

Answer

William Beale, Plaintiff

Court of Common Pleas, Union County Ohio.

4089

vs. Henry Shurclaw, Defendant

Now comes the defendant Henry Shurclaw and answers to the plaintiff's petition says: That on the 25th day of December 1870, the said William Beale was declared by the Probate Court of Union County, Ohio to be of an unwound mind, - and appointed Henry J. King his Guardian, to take charge of his person and of all of his real and personal property and effects of every kind belonging to the said William Beale. The defendant further says that on the 23rd day of June he entered into a contract with Henry J. King Guardian to board and serve his ward said William Beale for five Dollars per week, and that the said William Beale continued to board with the said defendant under said contract from June 23rd 1877 till April 4th 1882, all of which was paid by Henry J. King.

and on first day of April 1882 P. J. Sullivan a that J. J. Bond furnished to per week, amount of August 1882, and paid here to that and settled for the same, date. The the plaintiff's action against equity of the The State of Pickaway N facts and believes

Sum of April 1881

After on the journal

Entry

William Be

4089

vs Henry Shurclaw

and this case Eliza Pharr Money, John son, J. L. who, being joined betwe according to discharged counsel, and to deliberate into open figures follow

The State of Union Cou

William The the ju that we find

and no part to be paid in labor. The defendant further says that on the 4th day of April 1882 the said Henry J. King was released as guardian and that T. J. Purlton, who was then the attorney or agent for said William Bealer and that T. J. Purlton as attorney and agent did enter into a contract with said defendant to board him the said William Bealer for three weeks and three Dollars per week, and continued to board with him till the last of July or about the 1st of August 1882, for which time the said T. J. Purlton settled with the defendant and paid him the sum of Fifty Five Dollars being the amount then due for board to that date. That afterwards the plaintiff remained about four weeks and settled himself with J. G. Ziske Clerk for the same in full and accepted for the same, being a final settlement of all demands between them to that date. The defendant denies each and every allegation that is set forth in the plaintiff's petition. The defendant prays judgment for his costs in this action against the plaintiff and for such other and further relief as the equity of the case may demand.

The State of Ohio } A. L. Woodburn Attorney for Defendant.
Pickaway Co. ss. } Henry Shindan being first duly sworn says that the facts and allegations stated in his foregoing answer are true as he verily believes
Henry Shindan

Sworn to and subscribed before me by Henry Shindan this 9th day of April 1882

Seal

D. E. Morris Notary Public

Afterward on the 21st day of April A. D. 1883, an Entry was made on the journal by the Clerk of said Court which reads as follows, viz: -

Entry

April Term
William Bealer, Plaintiff
vs
Henry Shindan, Defendant
Journal Entry

This day came the parties by their attorneys and their cause came on to be tried; and thereupon came a jury, to-wit: Elias Thomas, J. N. Rodgers, J. R. Mordring, L. W. Bolembaugh, Baron Disney, John Moore, A. S. Chapman, N. Freeman, R. Hill, A. A. Johnson, J. S. Rice, James Crowley.

who, being duly impaneled and sworn to well and truly try the issue joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties or discharged by the Court, and after hearing the testimony, arguments of counsel, and charge of the Court, the said jurors, 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 } April Term, A. D. 1883
Pickaway County, ss. } To-wit: April 21st 1883.

William Bealer Plaintiff vs. Henry Shindan Defendant.
The jury in this case, being duly impaneled and sworn do find and say that we find for the defendant

J. S. Rice Foreman.

Entry
4087
William Beale, Plaintiff
vs
Henry Steindan, Defendant

Entry

The jury in this case having rendered a verdict in favor of the Defendant and no motion for a new trial having been made, it is therefore considered and adjudged by the Court that the Defendant recover of the Plaintiff his costs herein taxed at \$

Attest J. D. Burgeon Clerk.
By A. R. Burgeon Deputy.

Plas before His Honor John A. Rice Judge of a Court of Common Pleas begun and held at the Court House in the Town of Mansville within and for the County of Union of the Third Subdivision of the State Judicial District of the State of Ohio, on the 16th day of April in the year of our Lord One Thousand Eight Hundred and Eighty Three. Wherefore, to wit: On the 7th day of August A. D. 1882, the following Petition was filed with the Clerk of said Court which reads as follows: -

Petition
4097
David Mearns Plaintiff
vs.

William H. Tincey, Alfred Titus
Clinton W. Case, Valasco J. Case
Dorothea Hunt and Elmore Hunt
her husbands, Electa Wilcox and
Charles Wilcox her husbands
Rachel Joslin and William Joslin
her husband, Olimna Jenkins
and Neil W. Case, Defendants

Court of Common Pleas
Union County Ohio
Petition

The plaintiff says that about the month of September 1858, he saw the owner in fee simple of the whole of Survey Number 5386, and the said Alfred Titus was at said date, the owner of Fifty acres of land in Survey Number 3671, the north line of said Survey Number 3671 being the north line of Survey Number 5386, so that said fifty acres belonging to said Titus, adjoined said Survey of the plaintiff. Both tracts of land are in Taylor Township, Union County, Ohio. That a certain road leading from Broadway to Pharisburg, formerly called the Old Bellefontaine Road, crosses said Survey line at an acute angle near the center of the south line of the Fifty acres of Titus, so that said road cut off four acres and 107 square poles off the north side of said Survey of plaintiff and immediately south of said Fifty acres of Titus and said road also cut off three acres and eighty-eight square poles from the south side of said fifty acre tract of Titus and immediately north of said survey of plaintiff. The plaintiff further says, that at said date Sept 1858 said plaintiff and said Titus, at the request of said Titus, mutually agreed to exchange and trade said tracts so respectively cut off by said road so that Titus should have the said two acres and 107 square poles cut off by said road on the north side of plaintiff's survey and that plaintiff should have the four acres and eighty-eight square poles so cut off by said road from said Fifty acres of Titus. said exchange was to be even, one price

for the other, and in accordance respectively of the woodland survey by plaintiff and with other of his possessions ever held possession about April 7 now deceased 107 square poles 1874, unless he and said Case wife said Mearns being to said Mearns Case to said took possession 107 square poles same. That the said Mearns said Oliver Wilcox, Rachel Jenkins, his co of tracts below deeds should survey, was then plaintiff ran title made by said deed said deed of four acres and interest and possession of Mearns Case knew that acres and in the name of the said Tincey when the request in full proceeded to review of the plaintiff's survey and 1882, execute the legal to

for the other, and so that said road would be the line between plaintiff and Titus. In accordance with this exchange, plaintiff and said Titus, each took possession respectively of the tract so obtained. The tract obtained by Titus, being at that time woodland was fenced, cleared off and cultivated by said Titus. The tract obtained by plaintiff was very soon after taken possession of by him, and put under fence with other of his lands and he has since been improved. That he has had possession ever since and still holds possession. That said Titus continued to hold possession and cultivate said tract of two acres and 107 poles, until about April 7th 1862, when he sold said original fifty acre tract to Newton Case now deceased. That said Newton Case took possession of said two acres and 107 square poles, and used and cultivated the same until about April 1st 1874, when he deeded said original fifty acres to the said Mrs. Dean and said Mrs. Dean took possession and continued to possess and cultivate said two acres and 107 poles until about July 2nd 1881, and said Mrs. Dean being unable to pay for said Fifty acres, surrendered the same to said Newton Case, and deeded the same at the instance of said Newton Case to said William H. Tenny. That said William H. Tenny, then took possession and cultivated and raised crops upon said two acres and 107 square poles and still continues to hold possession and cultivate the same. That said Newton Case died on the 13th day of August 1881, leaving the said Olimon W. Case, Orlasco J. Case, Dorcesta, who intermarried said Orlasco Case, said Orlasco, who intermarried with said Charles Wilcox, Rachel who intermarried with said William Joslin, and Olimona Guckin, his children and heirs-at-law. That at the time of said exchange of tracts between plaintiff and said Titus it was agreed between them that deeds should be exchanged when a tax title which was upon plaintiff's survey, was removed by plaintiff, and when said tax title was removed then plaintiff and said Titus were to exchange deeds, but before said tax title was removed, the deed from Titus to Case was made consequent by said deeds were never exchanged. When said Newton Case obtained said deed from Titus, he knew that plaintiff was in full possession of said four acres and eighty-eight square poles, and he knew the extent of plaintiff's interest and his rights, and with this knowledge, took immediate possession as aforesaid of said two acres and 107 square poles; and when Mrs. Dean obtained his deed from said Case, said Mrs. Dean well knew that said plaintiff was in full possession of said tract of four acres and eighty-eight poles, and he knew the full extent of the plaintiff in the same, and with that knowledge took full possession as aforesaid of the said Two acres and one hundred and seven poles; and said Tenny when he obtained his deed from Mrs. Dean in accordance with the request of said Newton Case as aforesaid, knew that plaintiff was in full possession of said four acres and eighty-eight poles and he with that knowledge took possession of said two acres and 107 poles and proceeded to cultivate and improve the same, and now holds possession of the same. Said tax title has long since been removed and plaintiff enabled to make a full and complete title for said two acres and 107 square poles. And plaintiff did on the 8th day of August 1882, execute and tender to said William H. Tenny (who now has the legal title to said fifty acre tract as it was before exchanged.)

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a good and sufficient warranty deed for said two acres and 107 poles and demanded of him a deed for said four acres and eighty-eight poles, but said Tummy refused to accept said deed, so tendered and refused to execute a deed to plaintiff for said four acres and eighty-eight poles. And plaintiff now brings said deed into Court for his acceptance. Plaintiff has contracted to sell said four acres and eighty-eight poles to Dora D. Ford and Willie Amine, who are in possession of the same under plaintiff and living on the same. Said Tummy is threatening to tear down and remove plaintiff's fence and injure plaintiff and those occupying under him in the enjoyment and use of said four acres and eighty-eight square poles. The plaintiff therefore prays that said agreement between plaintiff and said Alfred Titus to exchange said lands be specifically enforced, that said William H. Tummy be ordered and decreed to convey said four acres and eighty-eight poles by a good sufficient deed to plaintiff, in a day to be fixed by the Court, and in default of said conveyance, that the decree of the Court operate as such conveyance. That in the meantime said Tummy be restrained and enjoined from meddling or interfering with in any manner the possession of plaintiff or of those occupying under him and that the plaintiff may have such other and further relief as in equity he is entitled to.

Porter & Porter, Attys for Plaintiff.

State of Ohio

Union County ss

David Mulford, the plaintiff in this action, being first duly sworn, according to law makes oath that the facts stated in the foregoing petition are true as he believes.

David Mulford.

Sworn to and subscribed by David Mulford, the plaintiff, in my presence this 9th day of August A. D. 1882

J. D. Brangman, Clerk.

To the Clerk:

Principals

In case of some returns to the Sheriff of Union County, Ohio for William H. Tummy, Delano J. Carr, Clinton W. Carr, Clemente Youngkin and Neil W. Dean.

In the Sheriff of Logan County, Ohio, for Rachel Joslin and William Joslin her husband.

In the Sheriff of DeWitt County, Ohio, for Electa Wilcox and Charles Wilcox her husband.

In the Sheriff of Sangamon County, state of Illinois for Frederick Kent and Eleanor Kent her husband.

Indorse

"Writ for Specific performance of Real Contract and Injunction"

Porter & Porter Attys for Plaintiff

I hereby enter my appearance in this case, receive the returning and service of process, and waive all questions as to time

Dec. 26th 1882

Alfred Titus

On the 9th day of August A. D. 1882, a summons was issued by the Clerk of said Court which reads as follows:

Summons
417

The State of
Union County
The common
Law, Oliver
David Mulford
they answer by
Ford against
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of this summons
W
eral A.

In action

Shelf Ret

Writ return
The State of
Union County
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A. D. 1882, I
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Service 90, Mil

On the
Clerk of said

Summons
4077

The State of
Union County
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Commissioner
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Writ

In action of

Writ return
The State of
Logan County
and pursue
copies of this
Joslin and
Service 45, Pa

Summons

Summons
4075

The State of Ohio }
Union County, ss. } To The Sheriff of The County of Union, Acting:-
The command goes to notify William H. Turvey, Rebecca J. Cox, Clinton W. Cox, Minniea Quaker and Neil M. Bean that they have been sued by David Wolford in the Court of Common Pleas of Union County, and that unless they answer by the 9th day of September A. D. 1882, the petition of said David Wolford against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 21st day of August A. D. 1882.

Witness my hand and the seal of said Court, this 9th day of August
A. D. 1882

J. D. Bingham Clerk.
In action for Specific performance of real contract and injunction
Porter & Porter Plaintiff's Attorneys.

Sheriff's Return

Writ returned and filed August 11th 1882, endorsed as follows:
The State of Ohio }
Union County, ss. } Received this Writ August 9th A. D. 1882, at 9 o'clock P. M., and pursuant to its command, on the 11th day of August A. D. 1882, I served the same by delivering a certified copy thereof with the enclosures therein to each of the within named defendants
Service 90, Mileage 3.20, Copy 1.00, Total \$5.40

John H. Brownack Sheriff
On the 9th day of August A. D. 1882, a summons was issued by the Clerk of said Court which reads as follows:-
Summons

Summons
4077

The State of Ohio }
Union County, ss. } To The Sheriff of The County of Logan, Acting:-
The command goes to notify Rachel Joslin and William Joslin her husband that they have been sued by David Wolford in the Court of Common Pleas of Union County, and that unless they answer by the 9th day of September A. D. 1882, the petition of the said David Wolford against them filed in the Clerk's office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 21st day of August A. D. 1882.

Witness my hand and the seal of said Court, this 9th day
of August A. D. 1882.

J. D. Bingham, Clerk
In action for specific performance of real contract and injunction
Porter & Porter Plaintiff's Attorneys

Sheriff's Return

Writ returned and filed August 23rd 1882, endorsed as follows:-
The State of Ohio }
Logan County, ss. } Received this Writ August 12th A. D. 1882, at 9 o'clock A. M. and pursuant to its command I served the same by delivering certified copies of this writ with the enclosures therein to the within named Rachel Joslin and William Joslin her husband, Aug. 17th 1882.
Service 45, Mileage 1.60, Copies 32, Return 25, Postage .06, Total \$ 2.68
H. M. Olive Sheriff, Logan County,
Ohio

On the 9th day of August A. D. 1882, a Summons was issued by the Clerk of said Court which reads as follows: -

Summons

Summons
4077

The State of Ohio }
Union County, ss. } To the Sheriff of the County of Delaware, Ohio;
The command you to notify Electa Wilcox and Charles Wilcox her husband that they have been sued by David Woodford in the Court of Common Pleas of Union County, and that unless they answer by the 9th day of September A. D. 1882 the petition of the said David Woodford against them filed in the Clerk's office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 21st day of August A. D. 1882

Witness my hand and the seal of said Court, this 9th day of August A. D. 1882

J. Q. Bugger, Clerk

In action for specific performance of real contract and injunctive relief
Parties & Parties Plaintiffs Attorneys.

Writ returned and filed August 15th 1882, Endorsed as follows: -

Sherriff's Ret

The State of Ohio }
Delaware County, ss. } Sheriff's Return
Received this Writ on the 11th day of Aug. A. D. 1882, at 10 o'clock A. M., and pursuant to its command on the 17th day of August 1882 I served the within named defendants Electa Wilcox and Charles Wilcox her husband by delivering to each of them a true copy of this writ with the indorsement thereon.
Fees 45, Mileage 2.00, Copy 50, Return 25. Total \$3.20

W. H. Conlin Sheriff, Delaware County, Ohio.

On the 9th day of August A. D. 1882, a Summons was issued by the Clerk of said Court which reads as follows

Summons
4077

The State of Ohio }
Union County, ss. } To the Sheriff of the County of Sangamon, Ill. A. D. 1882;
The command you to notify Decatur Kent and Elmore Kent her husband that they have been sued by David Woodford in the Court of Common Pleas of Union County, and that unless they answer by the 9th day of September A. D. 1882 the petition of the said David Woodford against them filed in the Clerk's office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 21st day of August A. D. 1882

Witness my hand and the seal of said Court - this 9th day of August A. D. 1882

J. Q. Bugger Clerk

In action for specific performance of real contract and injunctive relief
Parties & Parties Plaintiffs Attorneys

Writ returned and filed September 1st 1882, Endorsed as follows;

Sherriff's Ret

The State of Illinois }
Sangamon County, ss. } Sheriff's Return
Received this Writ August 12th A. D. 1882, at 9 o'clock A. M. and pursuant to its command, I, this 29th day of Aug. A. D. 1882, executed the same by reaching to each of the within named Decatur Kent and Elmore Kent

Fees 1.50, Mileage 3.00, Copy 10, Return 10, Postage 10 Total \$4.50

Chambers Gibson, Sheriff of Sangamon County, Illinois.

Afterward

Clerk of said Court

Summons
4077

David Woodford

William H. Conlin

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petition does
the defendant.

Afterward

Summons
4077

Clerk of said Court

David Woodford

W. H. Conlin

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Union County

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Afterward

Summons
4077

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David Woodford

William H. Conlin

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Afterward on the 25th day of August A.D. 1882, a Petition was filed with the Clerk of said Court which reads as follows:-

Plaintiff
David Mulford
vs.
Defendants
William H. Tenny et al

In Union County Court of Common Pleas
Ohio

The said William H. Tenny specially defending says he demurs to the petition of said plaintiff and for grounds of demurrer says said petition does not state facts sufficient to constitute a cause of action against the defendant.

J. L. Cameron, Atty. for William H. Tenny, Defendant.

Afterward on the 8th day of September, 1882, an Answer was filed with the Clerk of said Court which reads as follows:

Plaintiff
David Mulford
vs.
Defendants
W. H. Tenny et al

Court of Common Pleas, Union County, Ohio
Answer

The defendants Clinton W. Case for answer to plaintiff's petition says that they admit the contract of exchange of land between said plaintiff and said Titus as alleged in said petition and that the said several parties defendant all had knowledge of the same and they say that the defendant W. H. Tenny whom he bought from said Mr. Dean his interest in said lands he also bought the 2 acres and 107 poles which said Mulford agreed to convey to said Titus but he did not buy of said Mr. Dean the 4 acres and 88 poles of said 50 acre tract lying north of said pond, but the description of the land in said deed of conveyance included the said 4 acres and 88 poles but omitted said 2 acres and 107 poles and the same was so described so that the said Tenny would stand in the place and stead of said Titus and be able to execute to said Mulford a deed for said 4 acres and 88 poles and demand as deed for said 2 acres and 107 poles and for no other purpose. These defendants do not recognize themselves as being interested in said controversy although said deed contained covenants of warranty for the reason that they say said Tenny well knew that he was not receiving a title for his own use for said 4 acres and 88 poles but instead the equity for said 2 acres and 107 poles as above said. They pray that the Court will decree the completion of said contract of exchange and that these defendants go hence and recover their costs.

Robinson & Piper Attys. for Defendants.

The State of Ohio }
Union County, ss. } Clinton W. Case being duly sworn says he believes the allegations of the foregoing answer are true.

W. W. Case.

Sworn to before me and signed in my presence this 8th day of Sept. 1882
J. O. Burgess Clerk.

Afterward on the 21st day of December A.D. 1882, an Order was made on the Journal by the Clerk of said Court, which reads as follows:-

Plaintiff
David Mulford
vs.
Defendants
William H. Tenny et al

Order

This day this cause came on to be heard upon the demurrer of the said William H. Tenny, and the Court

being fully advised in the premises do over- and said demurrer. To which
answering said decision of the Court the said Tenny then and there excepted. And
the said defendant has leave to answer to the petition of plaintiff by the
day of 18

Afterwards on the day of April 1883, an answer was filed with
the Clerk of said Court which reads as follows, viz

Answers
4077

David Woodford, Plaintiff } The State of Ohio, Union County
vs } In the Court of Common Pleas
William H. Tenny et al. Defts. } Answer

The said Defendant now comes and for his
answer to the petition of said David Woodford says that he denies each and
every allegation and averment therein contained, and not herein specially
admitted. For compensation the said W. H. Tenny says that he is the
owner of the fifty acres of land mentioned in the petition that he purchased
and obtained a deed for the same from one Abel M^r Laine who made this
defendant a deed of general warranty for said fifty acres. That about 4^{3/4} ac
acres of said land lie across the public road adjoining lands claimed by the
plaintiff. That the fences have been built along the highway for some convenience
but neither party was claiming any right by reason of said fences not being
on the line. That shortly after the defendant bought said fifty acre lot said
plaintiff came to him and offered to exchange a small strip of land being
a little over two acres for the said 4^{3/4} ac of this defendant but this defend-
ant refused to exchange unless the plaintiff would pay him the dif-
ference in their values which he refused to do. Whereupon the defendant
began to set his fence out on the line of said fifty acre lot as he lawfully
ought when he was restrained by order of this Court. This defendant says
he has always paid the taxes on said 50 acre lot and that he never made
any claim to plaintiff's land and never knew that plaintiff made any
claim to this defendant's land until shortly before this suit was brought.

Wherefore this defendant asks that said injunction may be dissolved
and that his title to said fifty acres of land including the said 4^{3/4} ac
may be quieted and put at rest and the plaintiff required to give up the
the possession of the same to this defendant and for all proper relief

J. D. Cannon Atty for W. H. Tenny, Defendant.

State of Ohio }
Union County, ss. } W. H. Tenny being first duly sworn deposes and says
the facts stated and allegations made in the foregoing answers are
true as he believes.

Sworn to before me and subscribed in my presence this day of
April 1883

On the 8th day of September A. D. 1882, Abel M^r Laine filed his answer
with the Clerk of said Court which reads as follows:

Answers
4077

David Woodford, Plaintiff } State of Ohio, Union County, ss.
vs } In the Court of Common Pleas
William H. Tenny et al. Defts. } Answer of Abel M^r Laine

The defendant Abel M^r Laine for his separate
answer to the petition of the said plaintiff says: That he denies that the said
plaintiff ever took possession of the said 4 acres and 88 poles of land named

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herein stated,
State of Ohio
Union County
stated and
he believes

in the petition and denies that he ever exchanged land with said Titus and denies that this defendant ever had any notice or knowledge of any sale or exchange of land by and between said Mumford and said Titus, and denies this said plaintiff was ever in law or equity the owner or entitled to the possession of said land to-wit: of said 4 acres and 88 poles. This defendant says that about the year 1874 he bought the fifty acre tract of land, mentioned in the petition, of one Newton Case that at that time there was no fence on the line nor any claim to any fence on the line. But the said Newton Case pointed out the line to the defendant and informed him that a small three cornered strip of said 50 acres land across the said road and that a small three cornered strip of said Mumford's land laid on the same side of the said road as said 50 acre lot that the fences had been placed along the said road by mutual consent for mutual convenience, but neither party claimed any title by reason of said fence along said road and that probably this defendant could make a trade with said Mumford. That afterward said Mumford came to this defendant about the beginning of the year 1875 and wanted to trade land with him and drew up a deed for this defendant to sign in which deed it was covenanted that this defendant was the rightful owner of said 4 ⁸⁸/₁₀₀ acres of land and said Mumford made no claim whatever of ever having traded with said Titus and made no claim to said 4 acre lot but on the contrary acknowledged this defendant's full and complete title thereto, and that he the said Mumford merely had his fence along the road for convenience and not for any claim to said land, and said Mumford then offered to pay this defendant the difference between said lands if this defendant would exchange. But finally said trade was abandoned and by mutual suffrence said fence was permitted to remain along the said road with no claim by either party to the land enclosed thereby and without any question or dispute as to the line. This defendant still has the deed so made out and presented to him to be signed, and never had any notice or knowledge that said Mumford had made or claimed to have made any trade with said Titus, until long after this defendant had made his deed to said Tenney. This defendant did not make payment for said land but turned the same over to said Tenney who was to pay out for the same to said Newton Case. And this defendant executed a deed of general warranty for said land to said Tenney which deed included said 50 acre lot in full including the said 4 acres and 88 poles. That if said Mumford had ever claimed said 4 acre tract, or claimed that he had made said trade with Titus, or made any equitable claims to said 4 acres and 88 pole tract this defendant would not have made said deed of general warranty, until said claim had been settled. Wherefore this defendant claims said Mumford should be stopped from doing said pretended verbal agreement with said Titus and the relief demanded in his petition should be denied for the reasons herein stated; and this defendant asks to go hence and recover his cost.

J. L. Cannon Attorney for said M^r Lean Defendant.

State of Ohio
Union County, ss.

Chil M^r Lean being first duly sworn says the facts stated and allegations recited in his foregoing answer are true as he believes
Chil M^r Lean.

Sworn to before me by said said Mr. Dean and by him signed in my presence this 8th day of September 1882.

J. D. Bingham, Clerk.

On the 27th day of December A. D. 1882, a motion was filed with the Clerk of said Court, which reads as follows:-

Motion
4077

David Mulford Plaintiff

vs.

William H. Tenney, et al. Deft.

Court of Common Pleas, Wayne County, Ohio.

Motion

And now comes the plaintiff and swears the Court to strike the pretended answer of said Mr. Dean from the file, and dismiss said Mr. Dean from the case, said Mr. Dean not being necessary party defendant in this action and having no interest in the same

Porter & Porter, Attys for Plaintiff

Afterward on the 23rd day of April A. D. 1883, a Reply was filed with the Clerk of said Court which reads as follows:-

Reply
4077

David Mulford Plaintiff

against

William H. Tenney, et al. Deft.

Court of Common Pleas Wayne County Ohio

Answers

The plaintiff replies to the answer of said William H. Tenney, and admits that the deed of said Tenney covers the fifty acres of land, and that the deed was executed to said defendant by said Mr. Dean, and that said 4th acre lies across said road, but that said Tenney has paid the taxes on the original 55 acre tract plaintiff does know, and therefore denies their allegation, and plaintiff denies each and every other allegation of said answer.

Porter & Porter, Attys for Plaintiff

David Mulford the plaintiff being sworn swears that the facts stated in the foregoing reply are true as he believes this 23 day of April 1883.

Sworn to by said David Mulford before me, and signed by him in my presence this 23rd day of April 1883

J. D. Bingham, Clerk.

Afterward on the 4th day of May A. D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows.

Entry
4077

David Mulford, Plaintiff

vs.

William H. Tenney et al. Deft.

Entry.

This day this cause came on to be heard upon the issues joined between the parties, and was argued by counsel and the Court being fully advised in the premises, do find the equities of the case to be with the plaintiff. That the contract of exchange of lands was made between plaintiff and said Alfred Tetow, as the plaintiff in his petition hath alleged and that the said William H. Tenney holds the legal title of said four acres and eighty-eight poles so cut off by said road from the south side of said fifty acre tract, in trust for said Mulford. And the Court further find that said David Mulford before the commencement of this action duly executed and tendered

to said Mulford and 107 poles and that since the hearing of

It is the duty of the Court to give judgment and for said A. D. 1883, and judgment and said four acres

It is further the duty of the Court to appeal this of the appeal

Please befor Please befor and for the District of the Court. On filed with the Court, "Omit

Petition 4237 J. M. Denny, T. B. Bunker

and incorporated of "East Ohio" that this action is a copy:-

" \$ 147 00
" On
" order of A. C.
" four and 7/8
" & free cost for
" liability above
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to said William H. Tenney, a good and sufficient deed for said two acres and 107 poles so cut off by said road, on the north side of plaintiffs survey and that said Woodford has placed the same with the papers in the case in the hands of the Clerk of said Court for the use and acceptance of said Tenney.

It is therefore ordered, adjudged and decreed, that the said William H. Tenney execute and deliver to said David Woodford, a good and sufficient deed for said four acres and 88 square poles, on or before the first day of July A. D. 1883, and in default of such conveyance, it is ordered that this judgment and decree operate as such conveyance, so as to vest the title in said four acres and 88 square poles in said David Woodford in fee simple.

It is further considered that said plaintiff recover of said William H. Tenney his costs herein expended taxed at \$

And thereupon said William H. Tenney gave notice of his intention to appeal this cause to the District Court; and the Court fix the amount of the appeal bond at One Hundred Dollars (\$100.00)

Attest J. P. Burgeon Clerk
By A. R. Burgeon, Deputy.

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 Marion, of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 16th day of April in the year of our Lord One Thousand Eight Hundred and Eighty Three. To-wit: On the 31st day of March A. D. 1883, the following Petition was filed with the Clerk of said Court:—

Petition
4237
Wm. Dumas, George Rogee and
T. B. Benton Defendants
Court of Common Pleas Marion County, Ohio
Petition

Plaintiff says, It is an incorporated company duly incorporated under the Statutes of the State of Illinois under style of East Chickcock and Company with principal office at Peoria Illinois that this action is founded upon a promissory note of which the following is a copy:—

" \$144 ⁰⁰/₁₀₀ Peoria, Ill. Jan. 1st 1882
" One or before Sept. 1st after date we promise to pay to the
" order of S. B. Hunt & Co. Peoria, Illinois; One Hundred and Forty
" four and ⁰⁰/₁₀₀ Dollars, with interest from October 1st 1881 at the rate of
" 8 per cent per annum. Value received and in consideration of the
" liability above expressed we waive all right to claim exemption of
" any property from executions or attachments and without any relief what
" ever from valuation or appraisement laws for the whole or any part of
" of the amount hereby secured; and two per cent additional as attorneys
" fee if collected by suit. Payable at the office of Dumas & Rogee, Marysville, O.
" I own — acres of land in my own name in Sec. — No. —
" Town of — County of — and State of — which is worth at fair
" valuation \$ — It is not encumbered by mortgage or otherwise except
" the amount of \$ — and the title is perfect in me in all respects. I "

" have stock and personal property to the amount of \$ 1000.00
 " above any debts and liabilities
 " Post-Office Mansfield O. } Dumas & Berger
 " S. B. Wood & Co's } J. B. Benton.
 On the back of said note appears the following endorsement
 "S. B. Wood & Co"

There is due and remaining unpaid upon the said note from the
 defendants to the plaintiff the sum of One Hundred and Forty-four
 and Two Dollars which the plaintiff claims with interest at eight per
 cent per annum from October 1st 1881 and for which Plaintiff prays
 judgment

Robinson & Piper Atty. for Plaintiff.

State of Ohio }
 Union County ss. } D. Piper being duly sworn according to law says he
 is one of the attorneys of the said plaintiff Wood, Hitchcock and Co. duly
 authorized in the premises and that said plaintiff is not a resident of said
 County of Union and is now absent therefrom and that the facts stated
 and allegations are as aforesaid believed true

D. Piper

Sworn to before me by D. Piper and by him subscribed in my presence
 this 31st day of March A. D. 1883.

J. Q. Bingham, Clerk.

We hereby receive the issuing and service of process in the foregoing case
 of Wood, Hitchcock & Co. vs. J. M. Dumas, et. al. and enter our appearance to
 the same. April 7th 1883.

J. B. Benton, Atty for Defendants

J. M. Dumas, George Berger & J. B. Benton By (J. B. Benton)
 Their Atty.

Afterward on the 4th day of May A. D. 1883, an Entry was made
 in the Journal by the Clerk of said Court which reads as follows: -

Entry
4237

Wood, Hitchcock & Co, Plaintiff }
 vs. } Money Only
 J. M. Dumas et. al. Defendants }

In our course the plaintiffs by their Attorneys
 Robinson & Piper since the defendants being in default for answers
 and demurrer the Court find that the defendants J. M. Dumas,
 George Berger and J. B. Benton are indebted to the plaintiff as
 said administrators in the sum of One Hundred, Sixty-four and
 Two Dollars. It is therefore concluded that the said Wood, Hitchcock & Co
 recover from the defendants the said sum of \$ 164²²/₁₀₀ with interest
 at the rate of eight per cent per annum from April 30th 1883, and
 their costs herein expended taxed to \$

Attest J. Q. Bingham Clerk
 By A. R. Bingham Deputy

Plas before
 Plas, before
 and for the Court
 District of the
 One Thawing
 On the 25th day
 with the Clerk

Petition
4271

Dr. D. May,
 as
 Mary D. May

County of
 Ohio for the
 the County of
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Your petition
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State of Ohio
 Union County
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 that the facts
 are true as he

Sworn to by
 25th day of

Proof of
 Publication cannot be found among

Plas before His Honor John A. Price, Judge of a Court of Common Pleas, transacted held at the Court House in the town of Mansfield within and for the County of Union of the Third Subdivision of the Sixth Judicial District of the State of Ohio on the 16th day of April in the year of our Lord One Thousand Eight Hundred and Eighty Three. And therefore, To-wit: On the 25th day of August A. D. 1882, the following Petition was filed with the Clerk of said Court:

Petition D. B. May, Plaintiff } In the Court of Common Pleas of
4091 as } Union County, Ohio.
Mary D. May Defendant } Petitioner

Yours Petitioner D. B. May of the said County of Union represents that he has been a resident of the State of Ohio for the year last past and in all present as bona fide resident of the County of Union. Yours Petitioner further represents on or about the month of July 1874, at the County of Union and State of Ohio he was married to one Mary D. May (whom he prays may be made a party defendant to this petition) and that he has ever since conducted himself toward the said Mary D. May as a faithful and kind husband yet the said petitioner avers that the said defendant disregarding her duties as a wife toward your petitioner has been willfully absent from said petitioner for the last eight years last past without any cause or justification on the part of said petitioner.

2nd That she is guilty of gross neglect of duty. Yours petitioner therefore prays that a writ of subpoena may issue against defendant and that due service thereof may be made upon him that she may be compelled to answer all and singular the premises and that on the final hearing of this cause the said petitioner may be divorced from the defendant and for such other relief as equity and good conscience demands.

J. B. Benton, Atty. for Plaintiff

State of Ohio }
Union County ss. } D. B. May, who being first duly sworn according to law deposes and says that he is the plaintiff in this action that the facts stated and allegations made in the foregoing petition are true as he verily believes

D. B. May

Sworn to by D. B. May and signed by him in my presence this 25th day of August A. D. 1882.
E. E. Cole, Notary Public

Proof of Publication cannot be found among the newspaper files in this County. J. B. Bingham Clerk.

Afterwards, on the 30th of April A. D. 1882, an Entry was made on the journal by the Clerk of said Court which reads as follows:-

Entry
4071

David B. May Plaintiff
vs.
Mary D. May, Defendant

Entry

This day this cause came on to be heard upon the petition of the plaintiff and the Court hearing the testimony and the defendant failing to answer or demur to the said petition and the Court being fully advised in the premises do find that due service of this petition had been given the defendant by publication according to law; and the Court do further find that the defendant had been willfully absent from the said petition for more than three years prior to the filing of this petition. It is therefore adjudged and decreed that the marriage relations heretofore existing between the parties be and the same is hereby dissolved, set aside and overruled and the said parties wholly released from the obligations of the same and it is further ordered that the plaintiff pay the costs of this suit taxed at \$ or in default thereof execution hereinafter

Attest J. Q. Burgess, Clerk.
By A. A. Burgess, Deputy.

Then Before His Honor John A. Peice, Judge of a Court of Common Pleas began and held at the Court House in the town of Mansfield, within and for the County of Union of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 16th day of April in the year of our Lord One Thousand Eight Hundred and Eighty Three, Hereofore, to-wit:-
On the 27th day of July A. D. 1882, the following Petition was filed with the Clerk of said Court:-

Petition
4067

William Roberts, Plaintiff
against
William M. Biggett and William
L. Curry Defendants

Court of Common Pleas
Union County, Ohio
Petition

The plaintiff says that the said defendant William M. Biggett is the Treasurer of Union County, Ohio, and that the said William L. Curry is the Auditor of said County, each duly elected and qualified as such. The plaintiff says that he is the owner of and seized in fee simple of lands and tenements, to-wit:- one tract of 66 acres and one tract of about 15 acres adjacent to the road

commonly called
in the County of
Survey No. 2998
Blues Creek, 29
near to said
at the South
The plaintiff
other parcels
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13th of July 188
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the plaintiff
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The plaintiff
wills and Deeds
Dale Road
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and the impro
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served in
be derived from
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within the
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said proceeding
sum total price

commonly called the Spring Dale gravel road, described as follows: Beginning in the center of the Dover and Perkins Gravel Road, and in the East line of Survey No. 2498; Thence South 7° East; passing through the center of the bridge over Blue Creek, 290¹/₂ poles to an Oak, Elm and 2 Bass Oaks at the South East corner to said Survey; Thence South 11° East 1 mile and 120¹/₂ poles to a stone at the South West corner of Survey 3007, whole distance 2 miles and 91 poles.

The plaintiff says that on the 28th of January 1882, James Pattenhouse and others presented their petition to the Commissioners of Adams County asking for the improvement of said road by grading, graveling etc. under Acts & 11 Chapter 8 of the Revised Statutes of Ohio and the amendments thereto; that on the same day three assessors and an engineer were appointed by the Commissioners to view and survey the proposed improvement Feb. 25th 1882 and make report of their proceedings pursuant to law. that on the 25th day of Feb. 1882 the said assessors reported that said improvement was a public necessity, the estimated cost thereof to be \$5000.⁰⁰ and the lots and lands that should be benefited thereby and ought to be assessed for the expense of the same, including the said lands of plaintiff; That upon the 13th of March 1882 said report came on for hearing before the Commissioners and was approved and confirmed, and it was ordered that said improvement be made in accordance therewith.

Thereupon the Commissioners appointed a committee of three to appraise the estimated expense of said improvement upon the real property embraced in the order according to the benefits to be derived therefrom and make report to the County Auditor, and on the 16th day of June 1882, said committee returned their Report, which assessed upon plaintiff's 66 acres least \$170.⁰⁰ and upon the said 16 acre tract \$18.⁰⁰ and the 13th of July 1882, at 11 o'clock A.M. was fixed as the time for the hearing thereof. The cause came on to be heard at the said time fixed and the plaintiff having previously on said day filed his exceptions in writing to the assessments contained in said report upon his said lands and asked that they be reduced to a reasonable and equitable amount the Commissioners proceeded to hear said exceptions and reduced his assessments \$20.⁰⁰ and afterward confirmed the report as changed.

The plaintiff further says that his lands are situated on the Marysville and Delaware Pike distant about one mile west from said Spring Dale Road and are not benefited by said proposed improvement in the way of drainage, facilities of access or otherwise; that it is a by road and its improvement will only benefit abutting lands. He says that the committee in appraising the tax as aforesaid and the Commissioners in approving their proceedings ignored the matter of benefits to be derived from said improvement, contrary to the statute in such case provided, and considered only the amount of special assessments for other road improvements that had been theretofore levied upon lands within the sections of this road, with a view of making each acre thereof equal in the amount of tax paid for constructing pikes; but that that principle was not fully and equitably applied in this case and that in fact, as the papers on file in the County Auditor's Office in said proceeding and the records will show, his lands have paid a larger sum total per acre for other road improvements and is assessed

much higher for this than lands which, about on the Spring Dale Road, and are directly benefited thereby, in some instances; whereas if the laws had been complied with by said committee and the expense of said improvement apportioned according to benefit that would accrue therefrom giving other considerations their due weight his part of said tax would not have been over one dollar per acre on the smaller tract and one dollar per acre on the larger at the most. He says that if said assessments are permitted to stand, as now he will be damaged \$100.⁰⁰

The plaintiff says that the said defendant William D. Doney, County Auditor has placed the said assessment upon the gravel road duplicate and is about to deliver a duplicate thereof to the said defendant William M. Biggett to be collected and the said Treasurer William M. Biggett is about to receive and accept the same for that purpose. Wherefore the plaintiff asks that said apportionment be set aside and held for naught and declared void so far as the same affects his said lands and that the said auditor William D. Doney be restrained by the order and injunction of this Court from delivering to the said Treasurer William M. Biggett the said duplicate for collection so far as the same affects his said lands and that said Treasurer be restrained from collecting his said assessment or receiving or accepting the said duplicate for that purpose, and that the said defendants be perpetually enjoined from all further proceedings to charge against or collect from him any tax on his said lands for the purpose of aiding in the construction of said Spring Dale Gravel Road improvement and that the Court upon final hearing make such order in the premises as may be just and for all other and further relief as law and equity may require.

E. E. Nole, Atty for Plaintiff.

State of Ohio,

Waynes County, ss.

Personally appeared before me the undersigned authority William M. Roberts, plaintiff, who being first duly sworn says that he believes the facts stated in his foregoing petition to be true.

William Roberts.

Subscribed in my presence and sworn to before me this 27th day of July 1882.

J. D. Brugnau, Clerk.

Recapit 4067 William Roberts, Plaintiff

vs

William D. Doney, Defendant

Court of Common Pleas of Wayne County Ohio

Waynesville July 29th 1882

To the Clerk of Said Court:

Issue Summons to Sheriff of Wayne County returnable according to law Prayers for injunctions and equitable relief

E. E. Nole Attorney for Plaintiff

On the 29th day of July A. D. 1882, a summons was issued by the Clerk of said Court which reads as follows:-

Summons

Summons 4067 The State of Ohio

Waynes County, ss.

To the Sheriff of the County of Wayne, Greeting: We command you to notify William D. Doney and Wm. M. Biggett that they have been served by William Roberts in the Court of Common Pleas of Wayne County, and that unless they answer by the 26th day of August A. D. 1882

the petition of said Court; such petition you will make a return thereon to the Court.

Witness my hand and seal of said Court at Waynesville this 29th day of July 1882.

John D. Brugnau, Clerk of Court.

Attest and certify that the foregoing is a true and correct copy of the original as the same appears in the records of said Court.

William M. Roberts, Plaintiff

Attest and certify that the foregoing is a true and correct copy of the original as the same appears in the records of said Court.

William M. Roberts, Plaintiff

Attest and certify that the foregoing is a true and correct copy of the original as the same appears in the records of said Court.

William M. Roberts, Plaintiff

his petition of said William Roberts against them filed in the Clerk's Office of said Court; such petitions will be taken as true, and adjudged accordingly. You will make due return of this summons on the 7th day of August A. D. 1852.

Witness my hand and the seal of said Court; this 27th day of July A. D. 1852.
J. R. Burgess, Clerk

In action for injunction and equitable relief

E. E. Noy Plaintiff Atty

What returned and filed July 27th A. D. 1852, and reads as follows:-

The State of Ohio

Sheriff's Return

Whereas Court ss. Received this writ 27th day of July A. D. 1852, at ten o'clock A. M. and proceeded to its commencement on the 27th day of July A. D. 1852, I went to same by delivering a true copy thereof with the endorsements thereon to each of the within named defendants.

Service 35, Mileage 32, Costs 40, Total \$ 107

John M. Prossack Sheriff

Afterward on the 2nd day of August A. D. 1852, a Docket was filed with the Clerk of said Court which reads as follows:-

William Roberts Plaintiff

Against

Court of Common Pleas of Wmms County Ohio

William W. Diggitt and
William D. Oney Defendants

And now come the said defendants by their attorney and demur to the petition of plaintiff herein filed, and for ground hereof say: That said petition does not contain facts sufficient to constitute a cause of action against these defendants.

John M. Prossack Atty for Defs.

Afterward on the 3rd day of August A. D. 1852, an Entry was made in the Journal of said Court which reads as follows:-

William Roberts Plaintiff

vs.

Entry

W. D. Oney et al Defendants

This day this cause came on to be heard upon the demur of defendants to plaintiff's petition; whereupon the Court being fully advised in the premises doth sustain said demur. And the plaintiff not desiring to further plead the petition is dismissed at his costs. It is therefore considered, ordered and adjudged by the Court that the Defendants recover of the plaintiff their costs herein taxed to \$
In all of which ruling and judgment the plaintiff by his Attorney excepts.

Attest J. R. Burgess Clerk.

By A. R. Burgess, Deputy

Plas before His Honor John A. Price, 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, of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 16th day of April in the year of our Lord One Thousand Eight Hundred and Eighty Three. To-wit:-

On the 7th day of June A. D. 1883, the following Petitions were filed with the Clerk of said Court:-

Writin
4258

A. J. Whitney, Plaintiff

Against

Wm. A. Gugg, Justin Gugg,
The Peoples Bank, F. W. Sanders
and Peggy Price, Defendants

Court of Common Pleas, Union County, Ohio.
Petitions

The Plaintiff says:- On the 29th day of July A. D. 1881, the defendant Wm. A. Gugg made and delivered to John D. Mathis his own promissory note of that date, and thereby promised to pay to said John D. Mathis, or order, the sum of \$500⁰⁰ April 1st 1882 - \$493⁰⁰ April 1st 1883 - \$433⁰⁰ April 1st 1884 and \$433⁰⁰ April 1st 1885, all of said note bearing interest @ 6% after April 1st 1882. The first note above described for \$500⁰⁰ has been paid (Copies of the last three notes are hereto attached marked "A", "B" and "C" respectively).

2nd The defendants Wm. A. Gugg and Justin Gugg, his wife, on said 29th day of July A. D. 1881, to secure the payment of said note executed and delivered to said John D. Mathis their mortgage deed of that date and thereby conveyed to the said John D. Mathis his heirs or assigns the following lands and tenements situate in the Township of Jackson, County of Union and State of Ohio, and being part of D. M. Sweeney Trs. 9941 and 9921 and bounded and described as follows: Beginning at a stake (2 maples witness) at the out-let of a large beaver dam north West corner of George Meidmores Sweeney Trs. 9921, thence with the North line of said survey N 81° E. 15 poles to a stake at the Southeast corner of D. M. Mathis land; thence with the East line of said land N. 87 1/2° W. 29 1/2 poles to a stake and maple in the corner of a road; thence with the center of said road N. 81° E. 64 1/2 poles to a stake corner to F. W. Sanders lot; thence with the west line of said lot S. 10° E. 81 1/2 poles to a stone South West corner of said lot; thence with the south line of said lot N. 80° E. 37 1/2 poles to stake South East corner of said lot in the West line of H. A. Robertsons land; thence with said line S. 10° E. 80 poles to a stake; thence S 80° W. 112 poles to a stake in the West line of said Sweeney Trs. 9921; thence with the said line N. 10° W. 60 poles to the beginning containing 4 1/2 Acres of land more or less. The conditions of said deed were in substance that if said Wm. A. Gugg should well and truly pay the above described promissory note together with the interest thereon when the same came due then their promise should be void otherwise to be and remain in full force and virtue in law.

3rd On the 1st day of August A. D. 1881 at 2 1/2 o'clock P. M. the said mortgage was delivered to the Recorder of said County of Union to be by him entered, was record and was recovered on the 15th day of August A. D. 1881 in Record of Mortgages Vol. 18. Page 161 4th Afterwards for a full and valuable consideration said John D. Mathis sold, assigned and transferred to the plaintiff the note for \$433⁰⁰ due April 1st 1883, and plaintiff is now the legal owner and holder

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Note
"B"
\$433
of John
interest
Note
"C"
\$434
of John
interest
A. J. Whitney
Wm. A.

...and the Peoples Bank, a copartnership formed for the purpose of doing business within the County of Union and State of Ohio is the legal owner and holder of the last two notes of \$433.⁰⁰ due April 1st 1884 and \$434.⁰⁰ due April 1st 1885.

And the defendants J. M. Sanders and Peggy Price claim some interest in or lien upon said land but plaintiff is not advised of the nature or extent thereof and asks that they be required to answer and if any equitable claim they may have, 5th The said deed has become absolute. There is due and remaining unpaid upon said indebtedness to plaintiff the sum of Four Hundred and Thirty Three Dollars with interest at 6% from April 1st 1882.

6th The said plaintiff therefore asks judgment against said Wm. A. Gugg for said sum of Four Hundred and Thirty Three Dollars with 6% int. from April 1st 1882 - And that said mortgage may be foreclosed, the said premises ordered to be sold and the proceeds applied to the payment of said debt and for all proper relief.

A. J. Carpenter Atty for Plaintiff

The State of Ohio }
Union County, S. C. }

A. J. Whitney the above named plaintiff being sworn says that the facts stated and allegations contained in his foregoing petition are true as he verily believes

A. J. Whitney

Sworn to by A. J. Whitney before me and signed by him in my presence this 6th day of June A. D. 1883.

J. O. Burman Clerk.

By Taber Randall Deputy.

Office of Notes.

Note "A" \$433.⁰⁰ Rush Creek, O. July 29th 1881
" April 1st A. D. 1883 after date I promise to pay to the order of John D. Mathew Four Hundred and Thirty Three Dollars at 6% interest after April 1, A. D. 1882, value received
W. A. Gugg
Indorsed on back "J. D. Mathew"

Note "B" \$433.⁰⁰ Rush Creek, O. July 29th 1881
" April 1st A. D. 1884, after date I promise to pay to the order of John D. Mathew Four Hundred and Thirty Three Dollars at 6% interest after April 1st A. D. 1882, value received
W. A. Gugg
Indorsed on back "John D. Mathew"

Note "C" \$434.⁰⁰ Rush Creek, O. July 29th 1881
" April 1st A. D. 1885, after date I promise to pay to the order of John D. Mathew Four Hundred and Thirty four Dollars at 6% interest after April 1st A. D. 1882, value received
W. A. Gugg
Indorsed on back "John D. Mathew"

A. J. Whitney Plaintiff

vs. Wm. A. Gugg, et al. Defs.

Court of Common Pleas, Union County Ohio

Mayville, June 9th 1883

In the Clerk of said Court: -

Some Summons to the Sheriff of Marion County, Ohio, for the defendants
 Wm A. Gugg and Fustie Gugg returnable according to law - Indorse:
 Amount claimed \$433.⁰⁰ with 6% int. from April 1, 1882 and foreclosure
 of Mortgage. A. J. Carpenter, Atty for Plaintiff

On the 9th day of June a Summons was issued by the Clerk of
 said Court which reads as follows:-
 Summons

Summons 4258 The State of Ohio }
 Marion County, ss. } In the Sheriff of the County of Marion, Meeting;
 We command you to notify Wm A. Gugg and that they and others
 have been served by A. J. Whitney in the Court of Common Pleas of Marion
 County, and that unless they answer by the 7th day of July A. D. 1883, the
 petition of said A. J. Whitney against them filed in the Clerk's Office of said
 Court such petition will be taken as true and judgment rendered according
 ly. You will make due return of this Summons on the 18th day of June A. D. 1883
 Witness my hand and the seal of said Court this 9th day of June
 Seal A. D. 1883.

J. O. Rengue, Clerk

An action for enclosing mortgage. Amount claimed \$433.⁰⁰ with 6% int.
 from April 1st 1882. A. J. Carpenter, Plaintiff's Atty.

Writ return and filed June 19th 1883. Indorsed as follows:-

Shriff's Return The State of Ohio }
 Marion County, ss. } Received this writ June 11th A. D. 1883, at 2 o'clock
 P. M. and pursuant to its command, on the 18th day of June A. D. 1883,
 I served the same by delivering a true and certified copy of this writ with
 the endorsement thereon to the within named Wm A. Gugg and Fustie
 Gugg - each personally.
 Service 45 Mileage 2.55, Copy 32, Return and postage 10, Total \$3.75
 J. W. Harrison Sheriff.

Pracise A. J. Whitney Plaintiff }
 vs. } Wm A. Gugg et al. Defs. } Court of Common Pleas, Marion County Ohio
 Mansville June 9th 1883

In the Clerk of said Court:-
 Some Summons to the Sheriff of Marion County, Ohio, for the defendants
 F. M. Sanders and Peggy Price, returnable according to law - Indorse
 amount claimed \$433.⁰⁰ with 6% int. from April 1st 1882, and foreclosure
 of mortgage. A. J. Carpenter Atty for Plaintiff.

On the 9th day of June A. D. 1883, a Summons was issued by the
 Clerk of said Court which reads as follows, viz:-
 Summons

Summons 4258 The State of Ohio }
 Marion County, ss. } In the Sheriff of the County of Marion, Meeting;
 We command you to notify F. M. Sanders and Peggy Price,
 (impleaded with Wm A. Gugg and Fustie Gugg) that they have been
 served by A. J. Whitney in the Court of Common Pleas of Marion County
 and that unless they answer by the 7th day of July A. D. 1883, the petition
 of said A. J. Whitney against them filed in the Clerk's Office of said Court
 such petition will be taken as true, and judgment rendered according
 ly. You will make due return of this summons on the 18th day of June A. D. 1883.

Whitney
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 April 1st 1883
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 Journal by
 A. J. Whit
 4258
 Wm A. G
 his Atty
 The People
 Gugg and
 thereupon

Witness my hand and the seal of said Court, this 9th day of June A.D. 1883
J. D. Burgess, Clerk

An action for Foreclosing Mortgage, Amount Claimed \$433⁰⁰ with 6% int from April 1st 1882
A. T. Casper's Plaintiff's Attorney.

Writ returned and filed June 14th 1883. Endorsed as follows:-
The State of Ohio }
Union County, ss } Sheriff's Return

Received this Writ June 9th A.D. 1883, at one o'clock P.M. and pursuant to its command, on the 11th day of June A.D. 1883, I served the same by delivering a true copy of this Writ with endorsements thereon to each of the within named F. W. Sanders and Peggy Price. Sum 45, Exp 40, Mileage 4.00, Total \$4.85.
John McPherson, Sheriff, Union Co. O.

On the 7th day of June A.D. 1883, the answer of The Peoples Bank was filed with the Clerk of said Court, which reads as follows:-
A. J. Whitney, Plaintiff
4258

Against } Court of Common Pleas, Union County, Ohio.
Mrs. A. Gugg, et al. Defts } Answer

And now comes the defendant The Peoples Bank and availing the issuing and service of Summons enters its appearance herein and says: That it is a copartnership formed for the purpose of doing business within the State of Ohio and not incorporated that it is the legal owner and holder for a full fair and valuable consideration of the last two notes of \$433. and \$434. due respectively April 1st 1884 and April 1st 1885 at 6% from April 1, 1882. That there is owing therefrom said Mrs. A. Gugg to this defendant the sum of Eight Hundred and Sixty Seven Dollars with 6% interest thereon from the 1st day of April A.D. 1882.

This defendant asks the protection of the Court herein and that in case of a sale of said premises to satisfy plaintiff's claim that after the payment of such plaintiff's claim this defendant's claims may be ordered to be paid off and for all proper relief
A. T. Casper's Atty for Defendant.

The State of Ohio }
Union County, ss } O. S. Chapman being sworn says he is a stockholder, or partner in The Peoples Bank, defendant herein, and is the cashier of said Bank, Affiant further says that the facts stated and allegations contained in the foregoing answer of The Peoples Bank are true, as affiant verily believes.
O. S. Chapman

Sworn to by O. S. Chapman before me and signed by him in my presence this 9th day of June A.D. 1883.
J. D. Burgess, Clerk
By Taber Randall, Deputy

Attended on the 9th day of July A.D. 1883, and Entry was made on the Journal by the Clerk of said Court which reads as follows:-

A. J. Whitney Plaintiff }
vs. } Entry
Mrs. A. Gugg, et al. Defendant }

And now comes the said A. J. Whitney by his Attorney and the defendants F. W. Sanders and Peggy Price and The Peoples Bank each by their respective Attorneys, the defendants Mrs. A. Gugg and Fannie Gugg being in default for answer, or demurrer and thereupon this cause came on for hearing upon the petition, answer of The

Peoples Bank, F. M. Sanders and Peggy Price and the evidence, whereupon 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 said plaintiff on this the 9th day of July A. D. 1883, on the note and mortgage in said petition described the sum of Four Hundred and Fifty Nine and Two Dollars. It is therefore considered by the Court that said plaintiff recover of the defendant - Vera A. Hugg the said sum of Four Hundred and Fifty Nine and Two Dollars the sum so found due, and also his costs taxed to \$

And it is further ordered and adjudged that 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 said sale into Court subject to the further order of the Court as to the distribution thereof.

A. J. Whitney Plaintiff

vs.

Vera A. Hugg, et al. Defs

Court of Common Pleas, Union County, Ohio.

Marysville July 9th 1883

To the Clerk of said Court:-

Know all men of sale in the above case returnable according to law

A. J. Carpenter, Atty for Plaintiff.

On the 10th day of July A. D. 1883, an Order of Sale was issued by the Clerk of said Court which reads as follows:-

Order of Sale

Order of Sale
The State of Ohio
Union County, ss.

4258

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 July A. D. 1883, in the cause of A. J. Whitney Plaintiff, and Vera A. Hugg, Julia Hugg, The Peoples Bank, F. M. Sanders and Peggy Price Defendants, it was ordered, adjudged and decreed as follows, to-wit: That an order of sale issue to the Sheriff of said County commanding him to appraise, advertise and sell according to law the following described lands and tenements, to-wit:- Situate in the township of Jackson, County of DeWitt and State of Ohio, and being part of D. W. Sweeney Trs. 9941 and 9921 and bounded and described as follows: Beginning at a stake (2 maple witnesses) at the east lot of a large Beaver Dam North West corner of George Wickers Survey Trs. 9921; thence with the N. line of said Survey N. 80° E 10 poles to a stake at the South East corner of D. D. Washers land; thence with the east line of said land N. 8 1/4° W. 29 1/2 poles to a stake and maple in the center of a road; thence with the center of said road N. 81° E. 64 1/2 poles to a stake corner to F. M. Sanders lot; thence with the west line of said lot south 10° E. 81 1/2 poles to a stone South West corner of said lot; thence with the South line of said lot N. 80° E. 37 1/2 poles to a stake South East corner of said lot in the West line of G. S. Robinsons land; thence with said line South 10° E. 8 1/2 poles to a stake; thence S 80° W. 112 poles to a stake in the West line of said survey Trs. 9921; thence with line N. 10° W. 60 poles to the beginning, containing 42 1/2 acres of land more or less. The Sheriff is commanded you, that you proceed to carry said order, judgment and decree into execution agreeably

to the tenor of
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Seal

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to the tenor thereof, and that you expose to sale the above described Real Estate under the Statute regulating sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest; as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof and bring this order with you.

Seal

Witness my signature as Clerk of said Court of Common Pleas and the Seal of said Court; at Mansfield, Ohio, this 10th day of July A. D. 1883

J. Q. Bingham, Clerk

Shiriff's Return

The State of Ohio }
Union County, ss. }

Shiriff's Return

In obedience to the command of the Order of Sale hereto annexed I did on the 17th day of July 1883, Summon Milton Mark, James A. Haggart and D. R. White, 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 17th day of July A. D. 1883, 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 \$2315.⁷⁵/₁₀₀ Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 17th day of July 1883, I caused to be advertised in the Richmond 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 North door of the Court House of said County on the 18th day of August A. D. 1883, at ten o'clock P. M. of said day. And on the 3rd day of August 1883 I recd. from Wm. A. Hugg the sum of \$496.⁵¹/₁₀₀ Sufficient to satisfy the judgment and costs in this case except printer's fees

Service 30, Levy 30, Summoning and Swearing Appraisers 1.20, Conveying Appraisals 1.00, Writing Appraisal 30, Copy Appraisal 30, Note to Printer 30, Writing Sale 30, Mileage 3.68, Prorogage 7.50, Total \$15.18, Appraisers Fee 3.00, Printer's fees 14.10

John H. Henssack, Shiriff

Attest J. Q. Bingham, Clerk,
By A. R. Bingham, Deputy

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 Mansfield within and for the County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the 10 day of September in the year of our Lord One Thousand Eight Hundred and Eighty Three, to-wit: On the 23rd day of August A. D. 1883, the following Petition was filed with the Clerk of said Court:-

Petition
4300

Joseph Russell, Plaintiff
Against
Isabella J. Hawkins and
A. B. Robinson Defendants

Court of Common Pleas, Union County Ohio
Petition

The Plaintiff says: That this his action is founded upon a promissory note of which the following is a copy with all the credits thereon, to-wit:-

" Mansfield O, May 3rd 1878 "

" Six months after date I promise to pay to Joseph Russell or bearer "

" One Hundred Dollars with interest at ten per cent. "

" Isabella J. Hawkins "

" A. B. Robinson "

There are the following credits thereon:- " Mansfield Nov. 5th Received \$15.⁰⁰ on the within of this note " " June 26th 1883, Recd. on the within note by check on Deposit Bank of Delaware, One Hundred and Seventy-five Dollars There are no other credits thereon. There is now due from the defendants to the plaintiff on said note the sum of Two Hundred and Sixty-four and 5/100 Dollars with interest thereon at 10% from June 26th 1883, and for which plaintiff asks judgment:-

A. T. Carpenter Atty for Plaintiff

The State of Ohio }
Union County, SS. }

A. T. Carpenter being 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 a written instrument for the unconditional payment of money only which is now in possession of affiant; Affiant further says that the facts stated and allegations contained in the foregoing petition of plaintiff are true as he truly believes

A. T. Carpenter,

Sworn to by A. T. Carpenter before me and signed by him in my presence this 22nd day of August A. D. 1883.

J. Q. Ingwers, Clerk.

Receipt

Joseph Russell, Plaintiff
vs.
Isabella J. Hawkins et. al. Defs.

Court of Common Pleas Union County Ohio
August 23rd 1883

In the Clerk of said Court:-
Issue summonses for defendants in this action returnable according to law. Indorse "Cost Claimed \$264.⁵⁰ at 10% interest from June 26th 1883.
A. T. Carpenter, Plaintiffs Attorney.

On the 23rd day of August 1883, a summons was issued by the Clerk of said Court which reads as follows, viz:

Summons
4300

The State of
Union County
The court
has been
County and
the petition
said Court,
accordingly
September

Seal

In action
Writ return
The State of
Union Co.
o'clock P. M.
A. D. 1883, I
endorsement
J. J. Hawkins
Service 20,

Receipt
Joseph Russell
Isabella J.

Amos success
Isabella J. H
Act of Gov 43
On the
Clerk of said

Summons
4300

The State of
Union County
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3rd day of

Seal

In action
26th 1883.
Writ

Summons

Summons
4300

The State of Ohio }
Union County, ss. } To the Sheriff of the County of Union, Greeting:
The command goes to notify Isabella J. Hawkins and A. B. Robinson that they
have been served by Joseph Russell in the Court of Common Pleas of Union
County and that unless they answer by the 22nd day of September A.D. 1883
the petitions of said Joseph Russell against them filed in the Clerk's Office of
said Court, such petitions will be taken as true and judgment rendered
accordingly. You will make due return of this summons on the 1st day of
September A.D. 1883

Witness my hand and the seal of said Court, this 23rd day of
August A.D. 1883.

J. D. Bingham, Clerk
In action for Amt. Claimed \$264.⁵⁰ with 10% int. from June 25th 1883
A. T. Carpenter Plaintiff Attorney

Writ returned and filed August 27th 1883, Indorsed as follows:-

Sherriff's Ret.

The State of Ohio }
Union County, ss. } Received this Writ August 23rd A.D. 1883 at two
o'clock P. M., and pursuant to its command, on the 25th day of August
A.D. 1883, I served the same by delivering a true copy of this writ with
endorsements thereon to the within named A. B. Robinson.

A. J. Hawkins not found in any County.
Service 30, Mileage 40, Exp. 20, Total 90
John H. Crossack Sheriff

Receipt

Joseph Russell Plaintiff }
vs. } Court of Common Pleas, Union County O.
Isabella J. Hawkins et al. Defs } Marietta August 25th 1883

To the Clerk of said Court:-
I was summoned in the above case to Sheriff of Delaware County for
Isabella J. Hawkins returnable according to law.

No. of Case 4300. A. T. Carpenter, Attorney for Plaintiff
On the 25th day of August A.D. 1883, a summons was served by the
Clerk of said Court which reads as follows:-

Summons
4300

The State of Ohio }
Union County, ss. } To the Sheriff of the County of Delaware, Greeting:-
The command goes to notify Isabella J. Hawkins that she has been
served by Joseph Russell in the Court of Common Pleas of Union County
and that unless she answers by the 22nd day of September A.D. 1883,
the petitions of said Joseph Russell against her filed in the Clerk's Office of
said Court, such petitions will be taken as true, and judgment rendered
accordingly. You will make due return of this summons on the
3rd day of September A.D. 1883.

Witness my hand and the seal of said Court, this 26th day of
August A.D. 1883.

J. D. Bingham Clerk
In action for Money Only, Amt. Claimed, \$264.⁵⁰, at 10% int. from June
26th 1883. A. T. Carpenter Plaintiff Attorney

Writ returned and filed August 27th A.D. 1883, Indorsed as follows:-

Shriff Return

The State of Ohio }
 DeLaware County, ss. }
 Sheriff's Return
 Received this writ on the 27th day of August A. D. 1883,
 at nine o'clock A. M. and pursuant to its command, on the 27th day
 of August A. D. 1883, I served the same by delivering to the within named
 defendant-Isabella J. Hawkins a true and certified copy of the within
 summons with the endorsements thereon. Since 30, mileage 16, Costs 25. Docket 25-
 Postage, 03, Total \$ 70

James E. White Sheriff
 DeLaware County, Ohio.

Entry 4300

Afterward on the 26th day of September A. D. 1883, an Entry was made
 on the journal by the Clerk of said Court which reads as follows:-
 Joseph Russell Plaintiff
 vs.
 Isabella J. Hawkins and
 A. B. Robinson Defendants

Entry

And now comes the said Joseph Russell and
 the said Isabella J. Hawkins and A. B. Robinson having failed to demur
 or answer to the petition of the said Joseph Russell it is considered that the
 said Joseph Russell ought to recover of the defendant Isabella J. Hawkins
 as principal and of the defendant A. B. Robinson as her surety the
 said sum of Two Hundred and Sixty four and ²²/₁₀₀ Dollars (\$264 ²²/₁₀₀) so
 demanded in his petition together with the sum of Two and ⁴³/₁₀₀ Dollars
 (\$2 ⁴³/₁₀₀) which the Court finds due as the interest thereon as prayed for
 in said petition. It is therefore considered that the said Joseph Russell
 recover against the said Isabella J. Hawkins as principal and of the
 said A. B. Robinson as her surety the said sum of Two Hundred
 and Sixty four and ²²/₁₀₀ Dollars (\$264 ²²/₁₀₀) with interest thereon from
 September 10th 1883 together with his costs in and about his writ in that
 behalf expended taxed to \$

Attest J. P. Burghen Clerk
 By A. R. Burghen Deputy

Then 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 DeLaware of the Third Subdivision of the North Judicial
 District of the State of Ohio on the 12 day of September in the year
 of our Lord One Thousand Eight Hundred and Eighty Three. Between to wit

Petition 4317

On the 1st day of September A. D. 1883, the following petition was filed
 with the Clerk of said Court:-
 John Roberts, William G. Sellen,
 William T. Young & Samuel S. McConaha, }
 partners in business, under firm name and }
 style of Roberts, Sellen & Co., Plaintiffs }
 vs. }
 Seth Gates, Defendant }
 Court of Common Pleas
 DeLaware County Ohio
 Petition

Plaintiffs say they are a firm doing
 business in the state of Ohio under the style of Roberts, Sellen & Co. and
 that their first cause of action is founded upon an account of which
 the following is a copy:-

S. G.

Wholesale Dr
 Race Street

1675 - 1/4 -
231 - 1/2 -
2217 - 1/2 -
2445 - 1/2 -
2404 - 1/2 -
3007 - 1/2 -
3191 - 1/2 -
3190 - 1/2 -
3180 - 1/2 -
3121 - 1/2 -
1440 - 1/2 -
There are no said account which they cl H. Plaintiff of which the f S. Gates, in Gate, C
4174 - 1/2 -
4143 - 1/2 -
4141 - 1/2 -
4140 - 1/2 -
4188 - 1/2 -
4154 - 1/2 -
4183 - 1/2 -
4190 - 1/2 -
4535 - 1 -
4623 - 1/2 -
4576 - 1/2 -
4564 - 1/2 -
4600 - 1/2 -
4016 - 1/2 -
4617 - 1/2 -
4636 - 1/2 -
4613 - 1/2 -
4593 - 1/2 -
4083 - 1 -
4103 - 1 -
4064 - 1 -
4048 - 1 -
4042 - 1 -
4041 - 1/2 -
4458 - 1/2 -
3404 - 1/4 -

Cincinnati, Nov. 11th 1882
 S. Gates, Broadway Ohio, Bought of Roberts, Sellers & Co.
 Wholesale Dealer in Hats, Caps, Gloves, Fur and Straw Goods, 131 & 133
 Race Street. Invoice: 7 months.

1675 - 1/4 -	dy. mens Sport Seal Collage	22.50	5.63
231 - 1/2 -	Boys Caps " Sport Caps	12.	6.00
2217 - 1/2 -	Whites Beaver Wash Dodge	9.	4.50
2445 - 1/2 -	Boys Blue " S 50c	9.	4.50
2408 - 1/2 -	" Blk. " Captain	6.	2.00
3007 - 1/2 -	Mens " Cass.	12.	6.00
3191 - 1/2 -	" " " Saloon	18.	9.00
3190 - 1/2 -	" " " Sanctee	18.	9.00
3180 - 1/2 -	" " " Bench Halt	24.	12.00
3121 - 1/2 -	" " " Cass S 125	24.	12.00
1440 - 1/2 -	Boys Bro Glassa Sktg	9.	4.50

\$ 76.13

There are no credits to or upon said account. There is due the plaintiffs on said account from the defendant the sum of seventy-six and 1/2 dollars (\$76.13) which they claim with interest from the 11th day of March A.D. 1883.

Plaintiff says: This second cause of action is founded upon an account of which the following is a copy: Cincinnati, March 25th 1883.

S. Gates, Broadway, O. bought of Roberts, Sellers & Co. Wholesale Dealer in Hats, Caps, Gloves, Fur, & Straw Goods, 131 & 133 Race Street - Invoice 7 months.

Date: April 15th

4144 - 1/2 -	dy. Mens Navy Blue Mack	9.	4.50
4143 - 1/2 -	" White "	9.	4.50
4141 - 1/2 -	" Cardinal "	12.	6.00
4140 - 1/2 -	" White "	12.	6.00
4188 - 1/2 -	Whites Grown Canton	4.50	2.25
4187 - 1/2 -	" Blue "	4.50	2.25
4183 - 1/2 -	" White "	4.50	2.25
4190 - 1/2 -	" Mex'd Red R. Okama	9.	4.50
4535 - 1 -	Mens Wht. Capton 118	7.50	7.50
4623 - 1/2 -	" Boys Mack 250	12.	6.00
4576 - 1/2 -	" Mex'd Capton 90	6.	3.00
4564 - 1/2 -	" " " 672	12.	6.00
4600 - 1/2 -	" Omacoras	9.	4.50
4016 - 1/2 -	" Wht. Capton \$10.	4.	2.00
4617 - 1/2 -	" " Mack 442	12.	6.00
4636 - 1/2 -	" " Capton 50c	9.	4.50
4613 - 1/2 -	" " " Prospect	9.	4.50
4593 - 1/2 -	" Benzage " 90	10.50	5.25
4083 - 1 -	Boys Icey Palm Leaf	1.50	1.50
4103 - 1 -	Mens " Do. Andy	1.75	1.75
4064 - 1 -	Boys Malaga Polo	2.	2.00
4048 - 1 -	Mens Wht. Palm Leaf	1.50	1.50
4042 - 1 -	" Do. "	2.25	2.25
4041 - 1/2 -	" 10. Do. "	2.25	1.12
4453 - 1/2 -	" Wht. Panama	30.	2.50
3404 - 1/4 -	" Blk Cass Flex	24.	6.00

\$ 100.12

Amount forwarded \$100.12
 April 2nd 1883
 2404 - 12 - by Union Mt. Case. Tex. 24. 12.00
 112.12
 On Apl 2nd by Union 22.00
 \$ 79.12

Sum in due said plaintiff on said account from the defendant the sum of Seventy Nine and 1/2 Dollars (\$79.12) which they claim with interest from August 15th 1883. The plaintiff therefore asks judgment for the sum of one hundred fifty five and 2/3 dollars with interest on seventy six & 2/3 dollars from March 11th 1883 and interest on seventy nine and 1/2 dollars from August 15th 1883.

Roberts Sellen & Co. by
 Robinson & Piper their Attorneys.

State of Ohio
 Union County ss } D. Piper being duly sworn according to law says he is one of the attorneys of the said Roberts, Sellen & Co. duly authorized in the premises and that plaintiffs are all now residents of the said County of Union and are now absent therefrom and that the facts stated and allegations in the foregoing petition of the said Roberts, Sellen & Co are, as this affiant believes, true.

D. Piper

Sworn to before me by D. Piper and by him subscribed in my presence this 1st day of September A. D. 1883.

J. D. Buegner Clerk

Roberts, Sellen & Co. Plaintiff }
 vs. } Court of Common Pleas, Union County Ohio
 Seth Hatis, Defendants } Mansfield, September 1st 1883

To the Clerk of said Court:-

Issue Summons upon the petition in the foregoing petition directed to the Sheriff of Union County Ohio for the defendant Seth Hatis returnable according to law. Amount claimed \$155.20 with interest on \$79.12 from August 15th 1883 and interest on \$76.20 from March 11th 1883

Roberts, Sellen & Co. by
 Robinson & Piper their Attorneys.

On the 1st day of Sept. A. D. 1883, a Summons was issued by the Clerk of said Court which reads as follows:

Summons in Actions for Money Only.

Summons 4217
 The State of Ohio }
 Union County, ss } To the Sheriff of the County of Union Meeting:
 The command you to notify Seth Hatis that he has been sued by Roberts Sellen & Co. in the Court of Common Pleas of Union County, and that unless he answer by the 29th day of September A. D. 1883 the petition of said Roberts Sellen & Co. against him filed in the Clerk's Office of said Court such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 10th day of September A. D. 1883. Witness my hand and the seal of said Court, this 1st day of September A. D. 1883
 J. D. Buegner, Clerk

Summit
 March 11th
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Amount Claimed, \$156²⁴ and interest as follows: on \$76¹² from March 11th 1853: on \$79¹² from August 15th 1853.

Robinson & Puffer Plffs. Atty.

Writ returned and filed Sept. 4th 1853: Indorsed as follows:-

Shiff's Return

The State of Ohio }
Union County, ss. } Received this Writ September A. D. 1853, at one o'clock P. M. and pursuant to its command, on the 4th day of September 1853 I served the same by delivery at the usual place of residence of the within named defendant a true copy of this writ with the inclosures thereon. Service 30, Mileage 1.60, Cop. 20.

John Holcomb, Sheriff

Afterwards on the 1st day of October A. D. 1853, an Entry was made on the journal by the Clerk of said Court, which reads as follows:-

Entry 4317

Roberts, Silliman & Co. Plaintiff }
vs. }
Seth Gates, Defendant } Entry Money Only

And now comes the Plaintiff by their Attorney and the defendant being in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true and that the defendant is indebted to the plaintiff in the sum of one hundred and fifty-eight and ³³/₁₀₀ dollars (\$158³³/₁₀₀)

It is therefore considered by the Court that said plaintiff recover from the said defendant Seth Gates the said sum of One Hundred, Fifty-Eight and ³³/₁₀₀ Dollars (\$158³³/₁₀₀) with interest from Oct. 1st 1853 at six per cent, and their costs herein expended, taxed to \$.

Attest J. D. Burghess Clerk.
By A. R. Burghess, Deputy

Held before His Honor John A. Price, Judge of a Court of Common Pleas begun and held in the town of Marysville within and for the County of Union of the Third Subdivision of the Sixth Judicial District of the State of Ohio on the 10th day of September in the year of our Lord One Thousand Eight Hundred and Eighty-Three. Therefore to-wit:-

On the 27th day of November A. D. 1852, the following Petition was filed with the Clerk of said Court:-

Petition 4136

Ida W. Brooks, Plaintiff }
vs. }
Ellis F. Brooks, Defendant } The State of Ohio, Union County ss. In the Court of Common Pleas Petition for Divorce.

The plaintiff Ida W. Brooks for her petition against the said defendant says:- That she has been a resident of the State of Ohio for more than ten years past and she is now a bona fide resident of said County of Union. That on the 16th day of March 1852 she was married to the said defendant. That she has always concluded herself toward the said defendant as a faithful and consistent wife.

The said defendant regardless of his marital duties has been guilty of gross neglect of duty. That he being physically able to perform labor and support the plaintiff neglected to do so and from the time

of said marriage until about the last of July last - when he absolutely refused to longer live with the plaintiff, or to cohabit with her, or do any thing whatever toward her support. That he refused to provide the necessaries of life and, since July has refused to speak to the plaintiff or have any intercourse with her whatever. The defendant has also been guilty of extreme cruelty and abandonment of the plaintiff. The plaintiff says her maiden name was Ada V. Mc. Allister and she prays that she may be divorced from said defendant, and restored to her maiden name and for all proper relief.

J. L. Cannon Atty. for Plaintiff

Ada V. Brooks Plaintiff

vs

Ellis F. Brooks, Defendant

Court of Common Pleas, Union County, Ohio
Marysville, November 24th 1882

To the Clerk of said Court:-

I was a Sheriff in the above case to the Sheriff of Franklin County for the defendant Ellis F. Brooks, returnable according to law.

J. L. Cannon Atty. for Plaintiff.

On the 24th day of November A. D. 1882, a summons in divorce was issued by the Clerk of said Court which reads as follows:-

Summons in Divorce.

Summons

The State of Ohio

To the Sheriff of Franklin County:

4136

Union County ss.

You are commanded to notify Ellis F. Brooks that Ada V. Brooks 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 gross neglect of duty etc., 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 4th day of December A. D. 1882.

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville this 24th day of November A. D. 1882.

Seal

J. Q. Burgner, Clerk.

Summons in Action for Divorce and all other proper relief.

J. L. Cannon, Plaintiffs Atty.

Sheriff Return

Writ returned and filed December 4th 1882, Indorsed as follows:-
Received on the 27th day of November A. D. 1882; and up to the 2nd day of December I have searched for said man, unable to find the within named defendant, Ellis F. Brooks, in my bailiwick

Service - Copy 20, Mileage 80, Docket 25, Return 25, Postage 6, Total \$ 1.56

Lewis Hamilton Sheriff
By J. J. Sullivan Deputy

Affidavit

4136

Afterward on the 19th day of December A. D. 1882, an Affidavit was filed with the Clerk of said Court which reads as follows:-
Ada V. Brooks, Plaintiff

vs
Ellis F. Brooks, Defendant

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

Ada V. Brooks
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Ellis F. Brooks
by J. L. Cannon
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Ada W. Brooks Plaintiff being first duly sworn, says that she commenced in said Court this action by filing a petition in the Clerk's office on the 24th day of November 1882, that she understood the defendant was a resident of Franklin County and caused a process to issue to said county for said defendant, that the summons was returned, not found, she then caused personal search to be made for said defendant for the purpose of learning his whereabouts and she made inquiries in regard to the same. That all she has been able to learn from the utmost diligence is that defendant has gone to the State of Kansas but she is unable to learn his post office address or place of residence. That the post office address and residence of defendant are unknown to her and with reasonable diligence she is unable to have the same, that service of summons cannot be made upon said defendant in this State and to defendant to sue for divorce, and the plaintiff wishes to make service by publication.

Ada W. Brooks.

Sworn to before me by said Ada W. Brooks and by her signed in my presence this 19th day of December 1882.

James B. Cole, Notary Public

Afterwards on the 25th day of January A. D. 1883, a Copy of Publication was filed with the Clerk of said Court which reads as follows:

Divorce Notice

Proof of Publication 4136
 Ellis F. Brooks, whose place of residence is unknown, will take notice that on the 24th day of November, 1882, Ada W. Brooks filed her petition in the Court of Common Pleas of Union County, Ohio, being case No. 4136, praying a divorce from said Ellis F. Brooks, on the ground of gross neglect of duty and extreme cruelty, and asking also to be restored to her maiden name. Said case will be for hearing at the next term of said Court
 Ada W. Brooks.

By J. L. Cameron her Attorney.

The State of Ohio, Union County, S. S.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the Maupsville Tribune a newspaper of general circulation in the County of Union, the first publication beginning with December 20th 1882

W. O. Shuman

Sworn to and subscribed before me, this 25th day of Jan. 1883.

J. P. Burgner Clerk

Afterwards on the _____ day of _____ 1883 an Entry was made on the Journal by the Clerk of said Court which reads as follows:-

Entry 4136
 Ada W. Brooks, Plaintiff }
 vs }
 Ellis F. Brooks, Defendant } Entry

And now comes the said Ada W. Brooks by J. L. Cameron her attorney and thereupon this cause came on for hearing upon the petition and testimony and was argued by counsel On consideration whereof the Court do find that due and legal 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 plaintiffs residence has been as stated in her petition and that the defendant has been guilty of gross neglect of duty and extreme cruelty as alleged in said petition. It is therefore adjudged and decreed that the marriage relation heretofore existing between the said parties be and the same is hereby annulled and wholly annulled and the said parties entirely released from the obligations of the same; and it is further ordered that the said plaintiff be restored to her maiden name of Ida P. M^{rs}. Allister and that she pay the costs of this suit to be taxed.

Attest J. D. Burgess Clerk
By A. R. Burgess Deputy

Hear before his Honor John A. Rice Judge of said Court of Common Pleas being and held at the Court House in the Town of Mansville within and for the County of Wayne of the Third Subdivision of the Sixth Judicial District of the State of Ohio on the 10th day of September in the year of our Lord One Thousand Eight Hundred and Eighty Three. Heretofore to wit: On the 14th day of July A. D. 1853, the following Petition was filed with the Clerk of said Court:-

Petition Blackburn M. Johnsons Plaintiff

4276

Margaret Davis, Thomas Davis her husband
William A. Johnson, Mary Malin, Emory F. Malin her husband, Lemira D. Wall, James H. Wall her husband, Nancy J. Shipley, Joseph A. Shipley her husband & Keller M. Smith, Defendants

Court of Common Pleas
Wayne County,
Ohio.

See Paction
Petition

Plaintiff says:- On or about the 31st day of July A. D. 1873, one John Johnson late of Wayne County, Ohio did intestate seized of an estate in fee simple in the following described real estate, to wit:- Situate in the County of Wayne and State of Ohio, part of survey No. 3468. Beginning at the corner of the cross streets in the town plat of the town of Summerville as at present recorded - Thence N. 83° 5' West 224 poles to a red oak, sugar tree and beech, center of the State Road leading to East Liberty North West corner of J. R. Smiths land. Thence S. 7° E. seventy one (71) poles to a sugar tree and beech corner of Miners; Thence South eighty three (83) degrees and fifty minutes (83° 50') East two hundred and twenty four poles to a stone center of the State Road to Kenton and County road leading to Miller and Cahills Mill, corner of Washington Davis land bought from Sigler in the line of Amoson Davis land thence S. 7° West ninety one (91) poles to place of beginning. Containing one hundred twenty seven and one half (127 1/2) acres. Excepting therefrom several tracts and lots sold off said premises by said John Johnson leaving forty nine and one fourth (49 1/4) acres as now belonging to said estate. The said John Johnson left Mary H. Johnson his widow who died on the 20th day of June A. D. 1882. The said premises decreed to the following persons only heirs and legal representatives of the said John Johnson deceased.

- I. Your petitioner was a son of
- II. Margaret
- Johnson deceased
- III. William
- Michigan born
- IV. Mary
- Emory F.
- V. Amoson
- James H. O.
- VI. Nancy
- Joseph A.
- VII. Keller
- deceased wife

The parties

- First;
- Second;
- Third;
- Fourth;
- Fifth;
- Sixth;
- Seventh;

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William A.
H. Wall, Esq.
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Clerk:- See
of Wayne C.

- I. You petitioner the plaintiff who is a daughter of Thomas D. Johnson deceased and her son a son of the said John Johnson deceased.
- II. Margaret Davis, intermarried with one Thomas Davis, a daughter of the said John Johnson deceased - they reside at Prescott in the County of Pierce in the State of Wisconsin.
- III. William S. Johnson a son of said John Johnson deceased, and who resides at Wisconsinburg, Montgomery County, Ohio.
- IV. Mary Malin a daughter of the said John Johnson deceased and wife of one Emory F. Malin. They reside in Springfield, Clark County, Ohio.
- V. Almira D. Wall a daughter of the said John Johnson deceased and wife of James H. Wall. They reside in Marysville, Union County, Ohio.
- VI. Nancy J. Shipley a daughter of the said John Johnson deceased and wife of Joseph A. Shipley. They live in Union County, Ohio.
- VII. Helen M. Smith a daughter of the said John Johnson deceased intermarried with one Albert Smith now deceased. She lives in Union County Ohio.

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

- First; You petitioner one undivided seventh part in fee.
- Second; Margaret Davis one undivided seventh in fee
- Third; William S. Johnson one undivided seventh in fee
- Fourth; Mary Malin one undivided seventh in fee
- Fifth; Almira D. Wall one undivided seventh in fee
- Sixth; Nancy J. Shipley one undivided seventh in fee
- Seventh; Helen M. Smith one undivided seventh in fee.

The plaintiff prays that the said Margaret Davis, Thomas Davis, William S. Johnson, Mary Malin, Emory F. Malin, Almira D. Wall, James H. Wall, Nancy J. Shipley, Joseph A. Shipley and Helen M. Smith be made parties defendant to this petition and the plaintiff desiring to hold her said interest in severally prays that partitions may be made or if partition can not be made without manifest injury, that the premises may be sold, or such other order taken as may be required.

Robinsons & Pipes Plaintiffs Attorneys.

State of Ohio }
 Union County ss. } Blackburn M. Johnson being duly sworn according to law says the facts stated and allegations in her foregoing petition are as she truly believes true - She further says that the said Margaret Davis and Thomas Davis are residents of Prescott in the County of Pierce in the State of Wisconsin and that the service of Summons cannot be made on the said Margaret Davis and Thomas Davis or either of them within their state and the said plaintiff wishes to obtain a service on the said Margaret Davis and Thomas Davis by publication

Sworn to before me by Blackburn M. Johnson and by her subscribed in my presence this 14 day of July A. D. 1883.
 J. Q. Burgess, Clerk.

Blackburn M. Johnson Plaintiff }
 vs } County of Union Ohio Union Co. Ohio
 Margaret Davis, Thomas Davis, et al. Defs. } Marysville, July 14th 1883.
 Clerk:- I have summoned upon the petition in the above case to the Sheriff of Union County Ohio.
 Robinsons & Pipes, Plaintiffs Attys

Receipt

Wherby receive the meaning and service of process and enter your appearance in this case

W. S. Johnson, Emory F. Malin
Mary J. Malin, Joseph S. Shipley, Isabella Shipley,
William M. Smith, J. W. Wall, Almira D. Wall

Approved on the 8th day of September A. D. 1882, our Exclty. was made on the Journal by the Clerk of said Court which reads as follows:-

Entry 4276

Blackburn W. Johnson, Plaintiff
vs.
Margaret Davis et al. Defendants

In Partition

Now came the plaintiff herein by her attorneys Robinson & Piper and her petition coming on to be heard the Court find that all of the defendants have had due legal notice of the pendency and demand of said petition and that they are in default for answer and demurrer and that said petition is hereby confessed by them to be true. Whereupon the Court find that the said Blackburn W. Johnson, the said plaintiff is seized and has a legal right to the undivided one seventh part of the estate in the petition described and is entitled to have partition made of said premises. The defendants are tenants in common with the plaintiff in said premises in the following proportion, to-wit:-

- Margaret Davis the undivided one seventh part;
- William S. Johnson the undivided one seventh part;
- Mary Malin the undivided one seventh part;
- Almira D. Wall the undivided one seventh part;
- Nancy S. Shipley the undivided one seventh part;
- William M. Smith the undivided one seventh part.

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 sales of A. S. Maury, Washington Davis and Sylvanus Taylor, their judicious and disinterested, freeholders of the vicinity, he cause to be set off and divided to the said plaintiff and to each of said defendants the part and proportion of said estate to which they are herein before 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, they appraise the same. And of his proceedings herein the Sheriff is ordered to make due return without unnecessary delay.

Précise

Blackburn W. Johnson Plaintiff
vs.
Margaret Davis, et al., Defendants

Court of Common Pleas Union Co. Ohio
Marysville September 8th 1882

To the Clerk of said Court:-

Issue a Writ of Partition in the above case to the Sheriff of Union County, returnable according to law.

Robinson & Piper Attorneys for Plaintiff

On the 8th day of September A. D. 1882, a Writ of Partition was issued by the Clerk of said Court which reads as follows:

Writ of Partition

The State of Ohio
The Court of Common Pleas
Union County
The following docket
said, to-wit:
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Writ of Partition

Writ of Partition

The State of Ohio
Union County, ss.

To the Sheriff of said County - Greeting:

We command you, that without delay, by the acts of A. S. Money, Washington Davis and Sylvanus Taylor you cause partition to be made of the following described premises, situate in the County of Union and State aforesaid, to-wit: - Part of Virginia Military Survey No. 2485. Beginning at the center of the cross streets of the town of Summersville, an old parcel recorded Thence N. 83° 5' West 224 poles to a red oak, sugar tree and beech, corner of the State road leading to East Liberty, North West corner of J. R. Smith's land, Thence N. 7° E. Ninety-one (91) poles to a sugar tree and beech corner of Winters - Thence South Eighty-three (83°) degrees and fifty minutes (50') East Two hundred and twenty four poles to a stone corner of the State road to London and County road leading to Millen and Cahill's Mills - corner of Washington Davis land bought from Higley in the line of Amoson Davis land. Thence South 7° West ninety one (91) poles to the place of beginning - containing One Hundred and Twenty Seven and one half (127 1/2) acres excepting steepness wood lands and lots sold off said premises by John Johnson leaving Forty nine and one fourth (49 1/4) acres as now belonging to said estate, among the persons named herein, and in the following proportions, to-wit: - To Blackburn M. Johnson one seventh part, to Margaret Davis one seventh part, to William S. Johnson one seventh part, to Mary Malin one seventh part, to Almira L. Wall one seventh part, to Nancy S. Shipley one seventh part, to Helen M. Smith one seventh part in pursuance of an order lately made in and out of Common Pleas within and for the said County of Union in a certain Petition for Partition, wherein the said Blackburn M. Johnson is petitioner and the said Margaret Davis et al. are respondents; and that your proceedings in the premises you distinctly certify, under your hand, to one said Court forthwith.

Witness my hand and the seal of said Court of Common Pleas at the Court House in Marysville, Ohio, this 5th day of Sept. A. D. 1883. J. D. Burgame, Clerk.

Sheriff's Return

Sheriff's Retn.

As commanded by the foregoing Writ of Partition, I have executed the same by the acts of A. S. Money, Sylvanus Taylor and Washington Davis causing partition to be made, as will appear by the report of the Commissioners, herewith returned.

Service 60, Mileage 2.40, Executing Writ and Surveying Com. 1.20, Report of Com. 2.00 Com. Fee, Total \$18.00

Given under my Hand, This 2nd day of October A. D. 1883. John H. Hobensack Sheriff.

Commissioner's Report

Com. Rept.

D. M. Johnson, Plaintiff
Against
Margaret Davis, et al. Defendants
In Partition

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 Court, we, the undersigned Commissioners, after being first duly sworn we measured and surveyed said premises and hereunto attach a plat and description of the same. 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 Lots Nos. 37 and 40 at \$50.⁰⁰ each and the balance of said premises including the house and other improvements at sixty dollars (\$60.⁰⁰) per acre.

Plat And Description

Plat



Description

Beginning at a stake in the center of cross street in the town of Summersville (the South East corner of lot No. 33 in said town bears N. 8° E. 2 poles) thence with the East line of said lot No. 33 N. 8° E. 12 poles to a stake at the North East corner of said lot ^{meets with North line of said lot} N. 82° W. 2 poles to a stake, thence with the west line of an alley N. 8° E. 28 poles to a stake in the South line of a lot containing one acre owned by Mary E. Howland, thence with said line N. 82° W. 3 poles to a stake South West corner to said lot; thence with the West line of said lot and the West line of a lot containing one acre owned by G. W. Whittaker N. 8° E. 20 poles to a stake North West corner to said last mentioned lot in the South line of a lot formerly owned by A. I. Somerville, thence with a line of said lot N. 82° W. 16 poles to a stake corner to said lot, thence with the West line of said lot N. 8° E. 34 poles to a stake corner to said lot in the North line of the John Johnsons farm, thence with said line N. 81 1/2° W. 140 poles to a stake corner to a tract of land conveyed by John Johnsons to George Davis, Oct 5th 1871, thence with the line of said tract of land as follows N. 11° E. 12 1/2 poles to a stake, thence S 30 1/2° E 7 1/2 poles to a stake, thence S 56° E 7 3/4 poles to a stake, thence S 83 1/2° E 7 1/2 poles to a stake, thence S 62 1/2° E 3 25/100 poles to a stake, thence S 24° E 7 1/2 poles to a stake, thence S 4 1/2° E 9 1/2 poles to a stake, thence S 8 1/4° W. 11 3/20 poles to a stake

thence S 9° E. 11 1/2 poles to a stake, thence N. 8° E. 2 poles to a stake, thence N. 82° W. 2 poles to a stake, thence N. 8° E. 28 poles to a stake, thence N. 82° W. 3 poles to a stake, thence N. 8° E. 20 poles to a stake, thence N. 82° W. 16 poles to a stake, thence N. 8° E. 34 poles to a stake, thence N. 81 1/2° W. 140 poles to a stake, thence N. 11° E. 12 1/2 poles to a stake, thence N. 30 1/2° E 7 1/2 poles to a stake, thence N. 56° E 7 3/4 poles to a stake, thence N. 83 1/2° E 7 1/2 poles to a stake, thence N. 62 1/2° E 3 25/100 poles to a stake, thence N. 24° E 7 1/2 poles to a stake, thence N. 4 1/2° E 9 1/2 poles to a stake, thence N. 8 1/4° W. 11 3/20 poles to a stake

Legal Notice 4276

On the 8th day of May 1871 with the consent of the Court of Summersville the 14th day of May 1871 Margaret A. Malin, Co. of Summersville as at Summersville as at Summersville and back to the center of the Oakhill cross the line of of beginning sold off said premises, now owned by John Johnson, Wm. Hall, legal representative

Thence $S 9^{\circ} E 13 \frac{7}{100}$ poles to a stake, Thence $S 7^{\circ} E 2 \frac{3}{100}$ poles to a stake, Thence $S 44 \frac{1}{2}^{\circ} W 8 \frac{2}{100}$ poles to a stake (A black walnut-beaver $S 33^{\circ} E 5$ links) Thence $S 3 \frac{1}{2}^{\circ} E 18 \frac{3}{100}$ poles to a stone in the center of the Richmond, Summersville and York Gravel Road, Thence with the center of said road $S 82^{\circ} E 109$ poles to the beginning, containing 64 acres. (The above descriptions and quantity included lots Nos. 35-34-33- and 36 in the town of Summersville) excepting therefrom all the rights and privileges the public may or ought to have in the Richmond, Summersville and York Gravel Road and in cross street and all alleys in the town of Summersville, included in the above described premises.

Costs and Expenses: - W. H. Davis Commissioner and Chain Carrier one day \$ 1.50; S. Taylor, Commissioner and Chain Carrier, one day 1.50; Martin Piquin, Marker one day 1.00; A. S. Mowry Commissioner one day 1.00; A. S. Mowry Surveyor, making surveys 2.50; A. S. Mowry for calculation and description and making plat and Examining title, one day 4.00 - Total \$ 11.50.

Given under our hands, this 17th day of September A. D. 1883.

W. H. Davis }
S. Taylor } Commissioners
A. S. Mowry }

On the 8th day of September the following legal notice, was filed with the Clerk of said Court: -

Legal
Notice
4276

Legal Notice

Margaret Davis and Thomas Davis her husband, of Precott, County of Price, in the State of Wisconsin, will take notice that Black-burn W. Johnson, of the County of Union, in the State of Ohio, did, on the 14th day of July, A. D. 1883, file his petition, in the Court of Common Pleas within and for the County of Union, in said State of Ohio, against Margaret Davis, Thomas Davis her husband, William S. Johnson, Mary Malin, Emory Malin her husband, Almira L. Wall, James H. Wall her husband; Nancy S. Shipley, Joseph A. Shipley her husband and Helen M. Smith, defendants, setting forth that John Johnson, late of Union County Ohio on or about July 31, 1873 died intestate, seized of an estate in fee simple, in the following described premises, to wit: Situate in the County of Union and State of Ohio, part of Survey No. 34 18. Beginning at the center of the cross streets of the town plat of the town of Summersville as at present recorded, thence north 83° south west 224 poles to a red oak sugar tree and beech, center of State road leading to East Liberty, north west corner to J. R. Smith's land; thence north 7° east 91 poles to a sycamore tree and back corner of Winters - ; thence south $63^{\circ} 50'$ east 224 poles to a stone center of the State road to New-ton and County road leading to Willow and Oakville mill, corner to Washington Davis land, bought from Sigler on the line of Amos Davis land; thence south 7° west 91 poles to the place of beginning, containing 127 $\frac{1}{2}$ acres, excepting therefrom several lots and tracts sold off said premises by said John Johnson during his lifetime, leaving 49 $\frac{1}{2}$ acres now belonging to said estate. That the said plaintiff Black-burn W. Johnson, Margaret Davis, William S. Johnson, Mary Malin, Almira L. Wall, Nancy S. Shipley and Helen M. Smith are the only heirs and legal representatives of the said John Johnson, deceased, and praying

that said premises be made parties defendant to said petition filed in the said case and the plaintiff desiring to hold her interest in severalty says that partition may be made of said premises or if partition can not be made without manifest injury that the premises may be sold or such other order taken as may be required. And the said Margaret Davis and Thomas Davis are notified that they are required to appear and answer said petition on or before the third Saturday after the 27th day of August - A. D. 1883.

July 15th 1883

Blackburn W. Johnson
By Robinson & Piper, her Attorneys

The State of Ohio Union County S.S.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the "Waynesville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with July 15th 1883.

W. O. Shearer

Sworn to and subscribed before me, this 8th day of September 1883
J. D. Burgeon Clerk

Afterward on the 3rd day of October A. D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows:-

Entry 4276

Blackburn W. Johnson, Plaintiff
vs.
Margaret Davis et al Defendants
An Partition

Entry confirming Election to take at appraisement.

This day this cause came on to be heard upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein and on motion to confirm the same. And it appearing that said estate can not be divided by metes and bounds without manifest injury to the value thereof and that said Commissioners have made and returned their appraisement of said premises to-wit: in the sum of \$3940.⁰⁰ The Court find the said return and proceedings in all respects correct and in conformity to law and do thereupon approve and confirm the same. And it appearing to the Court that the said W. S. Johnson, Orlin W. Smith and Almira L. Wall have elected to take the said premises at their appraised value the same are upon the payment by the said W. S. Johnson, Orlin W. Smith and Almira L. Wall of the said sum of \$3940.⁰⁰ hereby adjudged to them and the Sheriff in order to convey said premises to them accordingly by deed in fee simple. It is further ordered that the Sheriff out of the proceeds of said sale, pay First to the Treasurer of Union County Seventy seven and 1/2 dollars being the taxes due on said premises. Secondly to the Clerk of the Court the costs of this action, including a counsel fee of \$50.⁰⁰ to Robinson & Piper for their services herein, taxed to \$112.⁰⁰ Thirdly, Out of the residue of proceeds of said sale to the plaintiff Blackburn W. Johnson and to the defendants Margaret Davis W. S. Johnson, Mary Malin, Almira L. Wall, Nancy J. Shopley and Orlin W. Smith each an equal seventh part and also to each an equal seventh part of residue for deferred payments.

Attest J. D. Burgeon Clerk By A. R. Burgeon Deputy.

Pleas before and held at the Union of the Court on the 11th day of August and the following Benjamin

Union 4262

Margaret E. resident of the field residence 1858 at Union The defendant from said premises has also been that he may

Benjamin

Receipt

Margaret E. Issue Sum returnable at

On the Clerk of said

Summons 4262

The State of Union County You are commanded to appear before the Court of the County of Union on the 11th day of August next at 10 o'clock in the forenoon of said day to answer the petition of the plaintiff in the above entitled cause. And you are warned that if you fail to appear on the day so specified you will stand condemned to pay the costs of this action. Witness my hand and seal of the Court this 11th day of August 1883.

Wait return Received 12 day of June 1883 Give copy the Service by Copy on service of a

Pleas before His Honor John A. Rice, 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 Third Subdivision of the South Judicial District of the State of Ohio on the 11th day of September in the year of our Lord One Thousand Eight Hundred and Eighty Three. Wherefore to wit: On the 23rd day of June A. D. 1883 the following petition was filed with the Clerk of said Court:

Advised
4262

Benjamin S. Sanders, Plaintiff
vs.
Margaret E. Sanders, Defendant

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

The said plaintiff says, that he has been a resident of the State of Ohio for more than the year last past and has a bona fide residence in the County of Union. On or about the 25th day of March 1858 at Athens County Ohio he was lawfully married to the defendant. The defendant regardless of her duties as a wife has been willfully absent from said plaintiff for more than three years last past. The said defendant has also been guilty of gross neglect of duty. Wherefore plaintiff prays that he may be divorced from said defendant and have all proper relief.

By J. L. Cameron his Attorney.

Benjamin S. Sanders, Plaintiff.

Receipt

Margaret E. Sanders, Defendant

Court of Common Pleas of Union County Ohio
Marysville June 23rd 1883
To the Clerk of Said Court:

I have summoned and copy of petition to Sheriff of Athens County Ohio returnable according to law:

J. L. Cameron Atty. for Plaintiff

On the 23rd day of June A. D. 1883, a summons was issued by the Clerk of said Court which reads as follows:—

Summons

The State of Ohio
Union County ss.

Summons in Divorce

To the Sheriff of Athens County:

You are commanded to testify Margaret E. Sanders that Ben. S. Sanders 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 sealed on her) charging her with willful absence, and asking that he be divorced from her and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons, on the 2nd day of July A. D. 1883.

Witness my signature as Clerk of said Court of Common Pleas and the Seal of said Court, at Marysville this 23rd day of June A. D. 1883.

Seal

J. O. Burgener Clerk

Writ returned and filed July 3rd 1883, enclosed as follows:—
Received 12 o'clock P.M., on the 25th day of June A. D. 1883, and on the 28th day of June A. D. 1883, served the same by delivering to the defendant; a true copy thereof, also a copy of the petition in this case.

Service 60, Copy 25, Mileage 2.72, Docket 10, Return 10, Postage & Incider 13, fee on service of depositions 1.70, Total \$10.50.
Jimm B. Wharton, Sheriff.
By J. W. Sanders, Deputy.

Afterward, on the 24th day of September A. D. 1882, said Entry was made on the Journal by the Clerk of said Court which reads as follows:-

Entry
4262

Benjamin E. Sanders Plaintiff }
as }
Margaret E. Sanders, Defendant }

Entry

This day came the plaintiff by J. B. Brown his Attorney and thereupon 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 due and legal notice has been given to the defendant of the filing and pendency of this petition. The Court do further find that the plaintiff has been a resident of the State of Ohio for more than the year past and he was at the filing of the petition and ever since has been a bona fide resident of said County of Marion.

The Court finds that the defendant has been guilty of willful absence as stated in said petition for more than three years prior to the filing of said petition and that she has also been guilty of gross neglect as there in stated. It is therefore considered, adjudged and decreed by the Court that the marriage relation heretofore existing between said parties be and the same is hereby set aside and wholly annulled and both parties relieved from the obligations of the same and that the plaintiff pay the cost of this proceeding to be taxed at \$

Attest J. P. Burghen Clerk.

By A. R. Burghen, Deputy

Held 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 Marion of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 16th day of September in the year of our Lord One Thousand Eight Hundred and Eighty Three Hereafter, to-wit, on the 17th day of June A. D. 1882, the following petition was filed with the Clerk of said Court:-

Petition
4048

Newton Price, Plaintiff }
vs. }
Hugh J. Perry, Defendant }

State of Ohio, Marion County, ss
To the Court of Common Pleas.
Petition

The said plaintiff Newton Price of the County of Marion aforesaid, complains of the said Hugh J. Perry defendant for that on or about the 7th day of May A. D. 1882, the said plaintiff was lawfully and peaceably in the public highway adjoining his premises in said County, that the said defendant then and there without any cause or provocation on the part of the plaintiff unlawfully and feloniously assaulted the said plaintiff and then and there with a certain piece of wood of the height of four feet and of the width of three inches and of the thickness of two and one half inches, which he the said defendant then and there in both his hands held and held, did him the said plaintiff upon the right side of his head then and there unlawfully and feloniously strike and beat giving to the said plaintiff then and thereby a dangerous wound of the length of three and one half inches and of the depth of one half inch, which said blow and wound caused the said

plaintiff to fall out then and lying connected with the piece, did him the causing and inches by which did instead further says to wounding the love love and tiff however health of the plaintiff were attend upon and now come for two weeks his ordinary and roughness the effect of the which said damages in plaintiff piece of Ten Thous

State of Ohio
Marion County
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Sworn to before
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Newton Price

Hugh J. Perry

John Sumner
to Sheriff of

On the 17th
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The State of
Marion County
The common
Newton Price

Principles

Summers
4048

plaintiff to fall to the earth wounded and unconscious and the said defendant then and there unlawfully and feloniously while the said plaintiff was lying wounded and unconscious caused by the blow and wound aforesaid with the piece of timber aforesaid which the said defendant held as aforesaid did him the said plaintiff strike upon the left side of the said plaintiff's head causing another wound of the depth of one half inch and the length of three inches by which said blow and wounds the said defendant then and there did intend the said plaintiff to kill and murder. The said plaintiff further says that by reason of said unlawful and felonious assault and wounding the said plaintiff's head was greatly lacerated and the scalp torn loose and the tissues of the brain pierced and injured, and the plaintiff's nervous system generally injured and damaged and the general health of the plaintiff greatly impaired and by reason of which the plaintiff was compelled to and did employ a physician and nurses to attend upon him and to pay out large sums of money for costly medicines and was confined to his bed for the space of eight days and to his house for two weeks and has been during all that time unable to attend to his ordinary business and ever since and still is suffering great pain and anguish on account of said wounds, and is liable to suffer from the effect of the same during the remainder of his life. By means of which said several grievances the said plaintiff hath sustained damages in the sum of Ten Thousand Dollars. Wherefore the said plaintiff prays judgment against the said defendant for said sum of Ten Thousand Dollars his damages, so as aforesaid sustained.

J. L. Cannon Esq.
West, Walker and West, Attorneys for Plaintiff.

State of Ohio,
Waynes County, ss. } Newton Pierce plaintiff being first duly sworn deposes and says that that the facts stated and allegations made in his foregoing petition are true as he verily believes.

Newton Pierce
Sworn to before me by said Newton Pierce and by him signed in my presence this 16th day of June 1882
J. D. Burgeon, Clerk.

Newton Pierce, Plaintiff }
vs } Court of Common Pleas, Wayne County, Ohio
George J. Perry, Defendant } Maysville, June 17th A. D. 1882

In the Clerk of said Court:-
I have summoned upon the within petition returnable according to law, Direct to Sheriff of Wayne County, Amount claimed \$10,000⁰⁰
J. L. Cannon
West, Walker & West - Atty. for Plff.

On the 17th of June A. D. 1882, a summons was issued by the Clerk of said Court which reads as follows:-
Summons

The State of Ohio }
Waynes County s.s. } To the Sheriff of the County of Wayne, Greeting:
We command you to notify George J. Perry that he has been served by Newton Pierce in the Court of Common Pleas of Wayne County

Summons
4048

and that unless he answers by the 15th day of July A. D. 1882 the petitions of said Newton Pierce 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 25th day of June A. D. 1882. Witness my hand and the seal of said Court this 17th day of June A. D. 1882.

[Seal]

J. D. Burgeser, Clerk.

An action for damages, Amount claimed \$10,000.⁰⁰

J. C. Cameron and West, Walker & West Plaintiffs Attorneys.

Writ returned and filed June 21st 1882, Endorsed as follows:—

Sheriff's Return

The State of Ohio }
Union County, ss.

Sheriff's Return

Received this Writ June 17th A. D. 1882, at ten o'clock A. M., and pursuant to its command, on the 17th day of June A. D. 1882 I served the same by delivering a certified copy thereof with the endorsement thereon to the writtine named Hugh J. Perry.

Service 39, Mileage 2.88, Copy 20. Total \$3.⁵⁵

John W. Oberacker, Sheriff.

Afterward on the 13th day of July A. D. 1882, an Answer was filed with the Clerk of said Court which reads as follows:—

Answer 4048

Newton Pierce, Plaintiff

vs.

Hugh J. Perry, Defendant

Court of Common Pleas, Union County, Ohio.

Answer

The defendant for answer to the plaintiff's petition says he denies the allegations of said petition and says they are not true except as admitted in the record defence herein— Second The defendant further answering says the plaintiff first assaulted defendant with a dangerous weapon, to wit:— a large bladed knife opened making violent threats against the life of the defendant who temporarily necessarily committed the assault and battery in his own defence, the defendant then being upon his own premises and the plaintiff seeking to do him bodily harm with said weapon.

J. S. Gardner, Robinson & Piper Attys for Defendant.

The State of Ohio }
Union County, ss.

The defendant Hugh J. Perry being duly sworn says the allegations of the foregoing answer are as he believes true

H. J. Perry.

Sworn to before me and signed in my presence this 13th day of July 1882

J. D. Burgeser Clerk

Afterward on the 29th day of July A. D. 1882, a Reply was filed with the Clerk of said Court which reads as follows:—

Reply 4048

Newton Pierce Plaintiff

vs.

Hugh J. Perry, Defendant

State of Ohio Union County, ss.

In the Court of Common Pleas

Reply

The said plaintiff for reply to the answer of the defendant says: He denies that he assaulted the defendant and denies that the said defendant necessarily committed the assault and battery mentioned in the said petition in his own defence, and denies that he was on his own premises when he committed said assault.

Wherefore the...
which in his...

State of Ohio
Union County
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Answer to before
this 29th day

Afterward
on the 13th day

Entry 4048

Newton Pierce
vs.
Hugh J. Perry

Showing of
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Afterward
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Entry 4048

Newton Pierce
vs.
Hugh J. Perry

defendant in
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Afterward
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Entry 4048

Newton Pierce
vs.
Hugh J. Perry

and this case
W. H. Miller
Devi Sheriff
Elbert Tobey

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drawn by
the testimony
retired to the
deliberation
writing, in the

Wherefore the said plaintiff prays as he has always prayed for judgment - as asked in his petition

J. L. Hancock, West-Walker's West-Attorneys for Plaintiff
State of Ohio }
Deputy County, s.s. } Newton Pierce plaintiff being sworn, says the statements and allegations in his foregoing reply are true as he believes

Sworn to before me by said Newton Pierce, and by him signed in my presence this 29th day of July 1882

J. Q. Burger, Clerk.

Afterward on the 20th day of January A. D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows:-

Entry 4048

Newton Pierce Plaintiff }
vs. } Entry
Hugh J. Perry Defendant }

This cause is continued on motion and showing of the defendant and at his cost. It is therefore considered and adjudged by the Court that the defendant pay the cost of this term of Court taxed to \$

Afterward on the - day of April A. D. 1883, an Entry was made on the Journal by the Clerk of said Court, which reads as follows:-

Entry 4048

Newton Pierce Plaintiff }
vs. } Entry
Hugh J. Perry Defendant }

It being made to appear to the Court that the defendant is sick and unable to attend Court at this time and on the motion and showing of the defendant this cause is continued at the cost of defendant. It is therefore considered and adjudged by the Court that the defendant pay the cost of this term taxed to \$ and execution is awarded.

Afterward on the 13th day of September A. D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows:-

Entry 4048

Newton Pierce Plaintiff }
vs. } Entry
Hugh J. Perry Defendant }

This day came the parties by their attorneys and this cause came on to be tried, and thereupon came a jury, to-wit: W. H. Miller, W. B. Robinson, James Mitchell, George Cross, John Connor Jr. Lewis Snuffin, Walter Dale, Lewis Figley, W. H. Jordon, James Poling Jr. Elbert Tobey and Lewis Brown who, being duly empaneled 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 with drawn by consent of parties, or discharged by the Court and after hearing the testimony, arguments of counsel and charge of the Court, the said jurors retired to their rooms 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:-

Verdict

Verdict The State of Ohio }
 Union County, ss. }
 4048 *Newton Pierce Plaintiff vs. Hugh J. Perry Defendant.*
 And the jury in this case, being duly impanelled and sworn do find and say that we find for the plaintiff and assess his damages at \$ 562 ²⁰/₁₀₀

J. C. Fry Foreman.

Afterward on the 14th day of September A. D. 1883, a motion for new trial was filed with the Clerk of said Court, which reads as follows:-

Motion Newton Pierce, Plaintiff }
 4048 vs. }
 Hugh J. Perry, Defendant }

Motion for New Trial.

The defendant moves the Court for a new trial in this cause for the following causes:- First, The Court erred in excluding evidence offered by defendant. Second, The Court erred in receiving evidence to which defendant objected and excepted. Third, The Court erred in the charge of the law to the jury. Fourth, The jury erred in forming their verdict in this that each juror gave his amount of damages which he would award to plaintiff and the aggregate sum they divided by 12 and by prior agreement adopted that quotient as their aggregate verdict. Fifth, Said verdict is against the weight of the evidence and was for plaintiff when it should have been for defendant. Sixth, The damages allowed is excessive and against the weight of the evidence. Seventh, The jury otherwise erred in its deliberations.

Robinson & Piper, J. C. Powell Attys. for Defendant.

Afterward on the 27th day of September A. D. 1883, an entry was made on the Journal by the Clerk of said Court which reads as follows:-

Entry Newton Pierce Plaintiff }
 4048 vs. }
 Hugh J. Perry Defendant }

Entry

This cause coming on for hearing on the motion of the said Hugh J. Perry to set aside the verdict and for a new trial being the Court on consideration thereof overruled the same to which ruling of the Court the said defendant then and there excepted. It is therefore considered by the Court that the said plaintiff recover from the said defendant the sum of Five Hundred, sixty-two and 20/100 Dollars heretofore by the verdict of the jury found due with interest from the 10th day of September 1883, together with his cost herein expended: and thereupon the defendant asked the Court to allow sign and seal his Bill of exceptions which is accordingly done and the same is ordered to be recorded as a part of the records of this cause.

Attest J. C. Burgees Clerk,
 By A. R. Burgees Deputy

View before
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 ing petition
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 4247
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 G. B. White
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Then before His Honor John A. Price, 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 of the said Subdivision of the South Judicial District of the State of Ohio, on the 10th day of September in the year of our Lord One Thousand Eight Hundred and Eighty Three: Hereafter, to-wit: On the 26th day of April A.D. 1883 the following petition was filed with the Clerk of said Court:-

Petition
1883
Grace H. Graham, Plaintiff
vs
Cynthia Ann White, Robert White,
Jacob S. Lowe, John W. Lowe,
G. R. White, Sara A. Lowe,
Kate S. Lowe, Willie C. Lowe
and John W. Craven, Defendants

Court of Common Pleas
Union County Ohio
Petition

The plaintiff says: That he has a legal right to land is seized in fee simple of the undivided one eighth (1/8) part of the following premises situate in the township of Clair county, County of Union and State of Ohio, being a part of D. M. Sweeney No 6809, and bounded and described as follows:- Being part of Lots Number Ten (10) and Number Eleven (11) of said survey according to a subdivision made by A. F. Watkins for Thomas Sweeney - Beginning at a stake N. W. corner of Albert O. Lewis land and in the center of a road along the West line of said lot No 11, thence with the line of Albert O. Lewis, George Milligan and West Kinney N. 73° 27' E. 174 poles to a stake N. E. corner of a 29 acre lot conveyed by J. H. Graham to Great Kinney; thence with said Kinneys line N. 16° 39' W. 64 ^{3/100} poles to a stake in Kinneys line; thence S 73° 27' W. 174 poles to the center of a road; thence S. 16° 39' E. 64 ^{3/100} poles to the beginning containing seventy (70) acres more or less. The defendants Cynthia Ann White, Jacob S. Lowe, John W. Lowe, G. R. White, Sara A. Lowe, Kate S. Lowe and Willie C. Lowe are tenants in common in said premises with the plaintiff in the following proportions:- One Eighth (1/8) belongs to the defendant Cynthia Ann White, who is the wife of Robert White and resides with her husband in Ohio County in the State of West Virginia. One Eighth (1/8) to Jacob S. Lowe who resides in Brooke County in the State of West Virginia. One Eighth (1/8) to John W. Lowe, who resides in Wayne County in the State of Ohio. Two Eighths (2/8) to G. R. White, who resides in Ohio County in the State of West Virginia. One Seventy fourth (1/29) each to Sara A. Lowe, Kate S. Lowe and Willie C. Lowe who reside in Kansas City in the State of Missouri. Willie C. Lowe is a minor and the defendant John W. Craven is his legal guardian. Plaintiff desires to have his interest set off to him in severalty, or if that can not be done without manifest injury that such proceedings may be had as are authorized by law

A. J. Cooper Attorney for Plaintiff

The State of Ohio }
Union County, ss. } Grace H. Graham the above named plaintiff being sworn says that the facts stated and allegations contained in his foregoing petition are true as he verily believes

J. H. Graham

Sworn to by Grace H. Graham before me and signed by him in my presence this 26th day of April A.D. 1883
J. P. Burgess, Clerk

Afterward on the 30th day of April A. D. 1853 a Waiver of Service was filed with the Clerk of said Court which reads as follows:-

Waiver of Service
4247 Isaac H. Abraham Plaintiff
vs.
Cynthia Ann White et al. Defs.
Court of Common Pleas, Union County, Ohio.
Action for Partition

I hereby waive the issuing and service of Summons for me in the above entitled case and enter my appearance herein. And also waive time and consent that an order of partition be granted immediately.
April 28th 1853.

J. W. Howe

Afterward on the 3rd day of May A. D. 1853, a Waiver of Service was filed with the Clerk of said Court which reads as follows:-

Waiver of Service
4247 Isaac H. Abraham Plaintiff
vs.
Cynthia Ann White et al. Defs.
Court of Common Pleas, Union County, Ohio.
Action for Partition

I hereby waive the issuing and service of Summons for me in the above entitled case and enter my appearance herein. And I also waive time and consent that an order of partition be granted immediately.

April 28th 1853.

Jacob S. Lowe

Afterward on the 5th day of May A. D. 1853, a Waiver of Service was filed with the Clerk of said Court which reads as follows:-

Waiver of Service
4247 Isaac H. Abraham Plaintiff
vs.
Cynthia Ann White et al. Defs.
Court of Common Pleas, Union County, Ohio.
Action for Partition

We hereby waive the issuing and service of Summons for us in the above entitled case and severally enter our appearance herein. And we also waive time and consent that an order of partition be granted immediately.

April 28th 1853

Robert White. Cynthia Ann White. H. R. White

Afterward on the 15th day of May A. D. 1853, a Waiver of Service was filed with the Clerk of said Court which reads as follows:-

Waiver of Service
4247 Isaac H. Abraham Plaintiff
vs.
Cynthia Ann White et al. Defs.
Court of Common Pleas, Union County, Ohio.
Action for Partition

We hereby waive the issuing and service of Summons for us in the above entitled case and severally enter our appearance herein. And we also waive time and consent that an order of partition be granted immediately.

April 28th 1853.

Carroll A. Lowe. Kate S. Lowe. Willie O. Howe
John H. Coopers, Admr. Est. W. O. Lowe.

Afterward on the 9th day of July A. D. 1853, an Entry was made on the Journal by the Clerk of said Court which reads as follows:-

Entry
4247 Isaac H. Abraham, Plaintiff
vs.
Cynthia Ann White et al. Defs.
Entry

And now came the said Isaac H. Abraham by A. F. Casper his attorney, and thereupon this cause came to be heard upon

the petition and do find that... and all of the... the issuing and... find that the... principle of the... the said Cynthia... Drove, that... premises with... that the said... Jacob S. Lowe... part thereof... A. Lowe, H... twenty-four... in to the... A. S. Young... lands in the... eighth part... Drove and... H. R. White... to the said... one twenty-f... proceedings... Isaac H. Ab...

Participo
Cynthia Ann...
Issue a Writ...
Writon, return

On the 9th... of said Court...
Writ of Partition
4247 The State of... Union Co...
The command... staff and for... premises, site... and State ap... ed and also... Elosson (No. 1... Wilkins for... Lewis Land... No. 11. Chanc... Henry Ch. 73... by J. W. How... W. 64³⁷/₁₀₀ poles... center of a ro... seventy acres.

the petition and evidence and was argued by counsel: no consideration being of the Court do find that due notice of the pendency of this action has been given and that each and all of the defendants have entered their appearance herein in writing waiving the issuing and service of summons and waiving time: and the Court do further find that the said Isaac H. Graham has a legal right to and is seized in fee simple of the one eighth part of the said premises. And the Court do further find that the said Cynthia Ann White, Jacob S. Lowe, John W. Lowe, G. R. White, Cassie A. Lowe, Kate S. Lowe and Willie C. Lowe are tenants in common in said premises with the said Isaac H. Graham in the following proportions, to-wit: that the said Cynthia Ann White is seized of one eighth part thereof, the said Jacob S. Lowe of one eighth part thereof, the said John W. Lowe of one eighth part thereof, the said G. R. White of one eighth part thereof and the said Cassie A. Lowe, Kate S. Lowe and Willie C. Lowe are each seized of one twenty-fourth part thereof. It is therefore ordered that a Writ of Partition issue to the Sheriff of said County commanding him that by the parties of A. S. Mowry, Asa Langstaff and John Blair partition be made of said lands in the following proportions to-wit: To the said Isaac H. Graham one eighth part, To the said Cynthia A. White one eighth part, To the said Jacob S. Lowe one eighth part. To the said John W. Lowe one eighth part, To the said G. R. White one eighth part. To the said Cassie A. Lowe one twenty-fourth part To the said Kate S. Lowe one twenty-fourth part and to the said Willie C. Lowe one twenty-fourth part. And it is further ordered that the sheriff return his proceedings in the premises forthwith

Isaac H. Graham Plaintiff
 vs
 Cynthia Ann White et al. Defts.
 Court of Common Pleas, Marion County Ohio
 Marysville July 9th 1883.
 To the Clerk of said Court:
 Issue a Writ of Partition in the above case to the Sheriff of said County of Marion, returnable according to law.
 A. F. Carpenter Plaintiff's Attorney.

On the 9th day of July A. D. 1883, a Writ of Partition was issued by the Clerk of said Court which reads as follows:-

Writ of Partition
 4247
 The State of Ohio
 Marion County, ss. To the Sheriff of said County, Greeting:-
 We command you, that without delay, by the calls of A. S. Mowry, Asa Langstaff and John Blair your cause partition to be made of the following described premises, situate in the Township of Claiborne and the County of Marion and State aforesaid, to-wit:- Being a part of W. M. Sweeney No. 5809 and bounded and described as follows: being part of lots Number ten (10) and Number Eleven (11) of said Survey according to a sub-division made by H. F. Wilkins for Thomas Sweeney - Beginning at a stake N. W. corner of Albert O. Lewis land and in the center of a road along the west line of said lot No. 11. Thence with the line of Albert O. Lewis, George Milligan and Israel Kinney N. 73° 27' E 174 poles to a stake N. E. corner of a 29 acre lot conveyed by I. H. Graham to Israel Kinney: Thence with said Kinney's line N. 16° 39' W. 64 3/4 poles to a stake in Kinney's line: Thence S. 73° 27' West 174 poles to the center of a road: Thence S 16° 39' E 64 3/4 poles to the beginning, containing seventy acres more or less among the persons named herein, according to the following

proportions, to-wit: To Isaac H. Graham, one eighth part, to Cynthia Ann White, one eighth part, to Jacob S. Gray, one eighth part, to John W. Doves, one eighth part, to G. R. White, one eighth part, to Cassie A. Doves, one twenty-fourth part, to Kate S. Doves, one twenty-fourth part, to Willie D. Doves, one twenty-fourth part; in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union in a certain Petition for Partition wherein the said I. H. Graham is petitioner, and the said Cynthia Ann White et al. 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 9th day of July A. D. 1853.
J. D. Angerer, Clerk.

Sherriff's Return

Sherriff's Rtn. As commanded by the foregoing Writ of Partition, I have executed the same by the paths of A. S. Mowry, Asa Langstaff and John Blair, causing said partition to be made, as will appear by the report of the Commissioners herewith returned. Service 1.60, Mileage 2.40, Executing Writ and Swearing Over 1.20, Report of Comm. 3.00, Com. Fee 6.00 Total \$13.20

Given under my hand, this 11th day of July A. D. 1853.
John H. Obernack, Sherriff

Writ returned and filed July 11th A. D. 1853.

Commissioners' Report

Com. Rpt. Isaac H. Graham Plaintiff

4247

vs. Cynthia Ann White et al. Defs. Union County ss. Court of Common Pleas In Partition

According to the commands of the Writ of Partition in this case issued and on the call of the Sherriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises we are of the opinion that the said lands cannot be divided without manifest injury; and we do estimate the value of the same at Forty Five Dollars per acre amounting to (\$3150⁰⁰), Thirty-one Hundred, and Fifty Dollars.

Asa Langstaff Commissioner one day \$1.00, John Blair Commissioner one day 1.00
A. S. Mowry Commissioner one day 1.00, A. S. Mowry Surveyor one day 3.00
Total \$6.00 Given under our hands, this 10th day of July A. D. 1853

A. S. Mowry
Asa Langstaff Commissioners
John Blair

Afterward, on the 14th day of July 1853, an Order was made on the ground by the Clerk of said Court which reads as follows:-

Order Isaac H. Graham Plaintiff

4247

vs. Cynthia Ann White et al. Defs. In Union County Common Pleas Court Order

On motion of A. J. Casper, counsel for said petitioner, and upon producing the return of the Sherriff 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; it is hereby ordered that the said proceedings and report be and the same is hereby approved and confirmed. And it appearing from said

report that said... to the value... at the value... sale by the... return here... this action... Isaac H. Graham

Waive

4247

Issue Order Law.

On the... by the Clerk of

Order of Sale

4247

The State of Union Co

In pursuance and for the... Petition for... Graham vs...

command of... lands and...

Township of... being a part...

follows: Being... according to...

at a stake... the west line...

George Melling... Order corner...

with said... Thence South...

64³² poles to... Appointed...

your proceeding... Court of Common Pleas

Writ re...

As comm... herein described... the Marysville... Union County...

on said day... at public... That...

report that said estate could not be divided by metes and bounds without injury to the value thereof, and, neither of said parties electing to take the said premises at the valuation thereof, 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.

Isaac H. Graham Plaintiff

4247

Cynthia Ann White et al. Defts

Court of Common Pleas Union County, Ohio
Waynesville, July 17th 1883

In the Clerk of said Court:-

Issue Order of Sale in Partition in the above case, returnable according to law.

A. T. Macpeter, Atty. for Petitioner

On the 14th day of July A. D. 1883, an Order of Sale in Partition was issued by the Clerk of said Court which reads as follows:

Order of Sale in Partition

4247

The State of Ohio
Union County, ss.

In the Sheriff of said County, I writing:

In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the April Term, A. D. 1883, in a certain Petition for Partition, now pending in said Court, wherein Isaac H. Graham was petitioner, and Cynthia Ann White et al. 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 Claiborne and in the County of Union and State of Ohio, being a part of W. M. Survey No. 5809 and bounded and described as follows: Being part of Lot Nos. Ten (10) and eleven (11) of said survey according to a subdivision made by A. J. Wilkins for Thomas Survey. Beginning at a stake N. W. Corner of Abert C. Davis land and in the center of a road along the west line of said lot No. Eleven (11). Thence with the line of Abert C. Davis, George Milligan and Israel Kinney North 73° East 174 poles to a stake South West corner to a 29 acre lot owned by I. H. Graham to Israel Kinney; thence with said Kinney's line North 16° 39' W. 64³² poles to a stake, in Kinney's line thence South 73° 27' West 174 poles to the center of a road; thence S 16° 39' E. 64³² poles to the beginning, containing severally acres more or less. Appraised at Fifty-five Dollars per acre amounting to \$3150⁰⁰; and that you proceedings in the premises you make known to our said Court of Common Pleas at their next term; and have you them and this writ.

Witness my hand and the Seal of the said Court, at Waynesville

[Seal]

Ohio, this 14th day of July A. D. 1883.

J. D. Burgher, Clerk

Writ returned and filed August 26th A. D. 1883. Endorsed as follows:-

Sheriff's Return

As commanded by this writ, I have caused the lands and tenements herein described to be advertised for thirty days next preceding the day of sale, in the Waynesville Tribune or newspapers printed and in general circulation in Union County, Ohio, and on the 18th day of August A. D. 1883, 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:-

Not sold for want of bidders.

Service 30, Mileage 2.16, Copy to Printer 30, Total \$ 2.76 Printed for \$ 12.76
John H. Coburnack Sheriff
Union County, Ohio.

Principals
4247
Isaac H. Graham Plaintiff
vs.
Cynthia Ann White, et al. Defts.
Court of Common Pleas, Union County, Ohio.
Maysville O. August 20th 1883
In the Clerk of said Court:-

Issue Order of Sale in the above case returnable according to law.

A. J. Carpenter, Atty. for Plaintiff

On the 20th day of August A. D. 1883, an Order of Sale in Partition was issued by the Clerk of said Court which reads as follows:-

Order of Sale in Partition

Order of Sale
4247
The State of Ohio
Union County vs.
In pursuance of the Order of said Court of Common Pleas, within and for the County of Union, at the April Term A. D. 1883, in a certain petition for Partition, now pending in said Court, wherein Isaac H. Graham is petitioner and Cynthia Ann White, 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 Township of Blairtown County of Union and State of Ohio, being a part of Virginia Military Survey No. 5819 and bounded and described as follows: Being part of Lot 11 (number 11) and Thomas Edwards (No 11) of said survey according to a sub-division made by A. H. Williams for Thomas Sawyer, beginning at a stake North West corner of Albert E. Davis land and in the center of a road along the West line of said lot No 11; thence with the line of Albert E. Davis, George Walligan and Sarah Kinney N. 73° 27' E 174 poles to a stake N. E. corner of a 29 acre lot owned by J. H. Graham to Sarah M. Kinney; thence with said Kinneys line N. 16° 37' W. 64 ³/₄ poles to a stake in Kinneys line; thence S. 75° 27' W. 174 poles to the center of a road; thence S. 16° 37' E. 64 ³/₄ poles to the beginning, containing seventy (70) acres, more or less. Appraised at \$45. per acre amounting to \$3150.00 and that you proceed in the pursuance you make known to said said Court of Common Pleas at their next term; and have you return this writ.

Witness my hand, and the Seal of the said Court, at Maysville O. this 20th day of August A. D. 1883

J. Q. Rengas, Clerk

That returned and filed August 27th A. D. 1883, Endorsed as follows:-
Sherriff's Return

Sherriff's Ret.
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 Maysville Tribune, a newspaper printed and in general circulation in Union County, Ohio and on the 22nd day of September A. D. 1883 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. Was sold to Morris Hill for the sum of Two Thousand & One Hundred Dollars (\$2100.00) said sum being more than the appraised value and he being the highest and best bidder was declared the purchaser.

Service 30, Mileage 2.55, Copy to Printer 30 Postage 15, 25 Dues 2.00 Court fees 2.00

Recording

Afterward filed with the

Book of

4247

Cynthia Ann

By virtue

Thas of Union

Court House

about the

state, to wit:

Ohio and

Survey No. 5

lots, number

sub-division

stake, north

along the

Davis, George

north east

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line; thence

39' east 64 ³/₄

Appraised at

Terms of Sale

year, with

The State of

Union County

of the

Tribune, a

first public

Sworn to

Afterward

Journal by the

Isaac H. G

Cynthia Ann

action of the

and the

had in all

approved and

executed to

Recording 1.00, Justice Fee 12.75, Total \$36.⁷⁵

John H. Coburnack Sheriff, Union County Ohio

Afterward, on the 3rd day of October A.D. 1883, the following Book of Publication was filed with the Clerk of said Court:-

Sheriff's Sale

Book of Publications 4247

Isaac H. Graham Plaintiff

Debt of Common Pleas, Union County, Ohio On Order of Sale in Partition

vs. Cynthia Ann White et al. Defts.

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 north door of the Court House in Mansfield, Ohio on the 22nd day of September A.D. 1883, 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 Chatham, County of Union, State of Ohio and being known and described as being a part of Virginia Military Survey No. 5809 and bounded and described as follows: - Being part of lot number ten (10) and number eleven (11) of said survey according to a sub-division made by A. F. Wilkins for Thomas Leverage, beginning at a stake north west corner of Albert C. Davis land and in the center of a road along the west line of said lot No. eleven (11); thence with the line of Albert C. Davis, George Mulligan and Isaac H. Dimmy north 73° east 174 poles to a stake north east corner to a 29 acre lot conveyed by O. H. Perkins to Isaac Dimmy; thence with said Dimmy's line north 16° 39' east 64 3/4 poles to a stake in Union line; thence south 73° 27' west 174 poles to the center of a road; thence south 16° 39' east 64 3/4 poles to the beginning, containing seventy acres, more or less.

Appraised at (45) Forty-five Dollars per acre, amounting to \$3,150.⁰⁰

Terms of Sale - One-third in cash, one third in six year, one third in two years, with interest on deferred payments, secured by mortgage.

John H. Coburnack, Sheriff

A. T. Carpenter Attorney.

The State of Ohio

Union County, S.S.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the Mansfield Tribune, a newspaper of general circulation in the County of Union the first publication beginning with - - 1883

W. O. Shaver

Sworn to and subscribed before me, this 3rd day of October 1883

J. D. Burgess Clerk.

Afterward on the 3rd day of October A.D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows:-

Entry 4247

Isaac H. Graham Plaintiff

Entry

vs. Cynthia Ann White et al. Defts.

On motion of plaintiff and upon producing the return of the sheriff of his proceedings and sale under the foreclosures of this Court and the Court being satisfied, and 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 said Court duly executed to convey said premises to Morris W. Will, the purchaser in fee simple.

It is further ordered that the sheriff, out of the proceeds of said sale pay:
 First: That he credit Marion W. Hill, the purchaser, with the sum of Five Hundred and Seventy and ⁴⁴/₁₀₀ Dollars, said sum being the taxes and penalty due on said premises together with the grand road assessment thereon and now in lieu thereon, and said purchaser being willing and proposing to assume and pay the same.
 Second: That said sheriff pay to the Clerk of this Court the costs of this action, including a counsel fee of \$35.⁰⁰ to A. J. Carpenter for his services herein, all taxed at \$107.⁰²
 Third: And of the residue of the proceeds of said sale to the plaintiff, Isaac W. Graham one eighth of the balance of the cash proceeds, to wit: the sum of \$40.31; and also one note due in one year for \$87.50; and one note due in two years for \$87.50
 Fourth: To defendant Oquitha Ann White in cash \$40.31; and also one note due in one year for \$87.50; and one note due in two years for \$87.50
 Fifth: To defendant Jacob S. Dowe in cash \$40.31; and also one note due in one year for \$87.50; and one note due in two years for \$87.50
 Sixth: To defendant John W. Dowe in cash \$40.31; and also one note due in one year for \$87.50; and one note due in two years for \$87.50
 Seventh: To defendant G. R. White in cash \$125.92 and also one note due in one year for \$262.50; and one note due in two years for \$262.50
 Eighth: To defendant Vera A. Dowe in cash \$13.47; and also one note due in one year for \$29.16; and one note due in two years for \$29.16
 Ninth: To defendant Kate S. Dowe in cash \$13.47; and also one note due in one year for \$29.16; and one note due in two years for \$29.16
 Tenth: To defendant Willis O. Dowe in cash \$13.47; and also one note due in one year for \$29.16; and one note due in two years for \$29.16.

Recapitulation:-

Taxes, penalty and police assessments	\$ 270.44
Court costs and Attorney's fee	107.02
Isaac W. Graham cash and notes (1/8)	215.31
Oquitha Ann White cash and notes (1/8)	215.31
Jacob S. Dowe cash and notes (1/8)	215.31
John W. Dowe cash and notes (1/8)	215.31
G. R. White, cash and notes (3/8)	645.92
Vera A. Dowe, cash and notes (1/4)	71.79
Kate S. Dowe, cash and notes (1/4)	71.79
Willis O. Dowe, cash and notes (1/4)	71.79
Total Proceeds of Sale:-	\$ 2100.00

Attest J. L. Buzner, Clerk.
 By A. R. Buzner, Deputy

Then before
 and held in the
 presence of the
 on the 10th day
 and Eighty
 following
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 S. J. Thomson
 B. A. F. J. J. J.
 Josiah J. J. J.
 asking for a
 Josiah J. J. J.
 March 1876, 19
 at 1.⁰⁰, \$3.75
 \$75.00 Total
 said acct. was
 rejected by
 Amended sum
 on the 23rd day
 to W. J. J. J.
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 On the
 Clerk of said
 Samuel J. J.
 Edward H. J.
 said E. A. J.
 on the 10th

Transcript
 397

Appel Bond
 397

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 Mansfield within and for the County of Wayne of the Third Subdivision of the Sixth Judicial District of the State of Ohio on the 16th day of September in the year of our Lord One Thousand Eight Hundred and Eighty Two: Wherefore to wit: On the 23rd day of March A.D. 1882 the following Transcript was filed with the Clerk of said Court:-

Transcript
3991

of S. S. Gardiner Justice of the Peace of Clairbourne Twp. Wayne Co. Ohio.
S. J. Thomas, Plaintiff

Transcript from the Docket
of S. S. Gardiner Justice of the Peace of Clairbourne Twp. Wayne Co. Ohio.

E. A. Friesrock Adm^r of Josiah Lewis, deceased, Def^t

vs.
No. 129
Before S. S. Gardiner Justice of the Peace of Clairbourne Township, Wayne County, Ohio.

Feb 18th 1882, Plaintiff filed a bill of particulars asking for a judgment upon an acct. which is in substance as follows: Josiah Lewis Deb. to S. J. Thomas - Feb. 1876 to 12 days work at 1.25 per day \$15.00 March 1876, 19 days work at 1.25 per day, \$23.75, April 1876 to three days work at 1.25, \$3.75. 5 months board from April 1st 1876 to August 31st 1876 at 15.00 \$75.00 Total \$117.75. Five years interest - \$35.25 - whole amount due \$153.00 said acct. was sworn to by the said plaintiff and indorsed - statement of rejection by said defendant as Adm^r aforesaid and signed by him.

Served summonses on the above requiring defendant to appear and answer on the 23rd day of February 1882, at ten o'clock A.M. and deliver the same to W. T. Jones, Constable, February 23rd 1882, 10 o'clock A.M. Summonses returned, indorsed, recd. this writ February 18th 1882, and served the same on the same day by copy on defendant personally - Costs - Service 30, mileage 20, Copy 25, Total 75. W. T. Jones Const. Parties appeared at time required, trial had, Samuel Myers sworn and examined for plaintiff, and after hearing the evidence in the cause I do find in favor of said defendant - It is therefore by me considered that the said defendant E. A. Friesrock Adm^r as aforesaid recover of said plaintiff S. J. Thomas his costs herein taxed at \$

S. S. Gardiner Justice of the Peace
February 27th 1882, Appeal bond filed by plaintiff in the sum of \$50.00
State of Ohio, Wayne County,
Clairbourne Township, s. s. I hereby certify that the above is a true and correct copy of the proceedings had by and before me at my office in said Township in the above entitled case.

S. S. Gardiner Justice of the Peace.
Cost Bill:- Index 10, Summons 25, papers filed 20, judg. 40, Docket ret. 50, Sorecaring Wit. 15, Satisfaction 20, Appeal Bond 40, Transcript and copy 1.25, mileage fee - Samuel Myers 50 Court Costs 70, Total Cost \$4. 55

Appeal Bond
3991

On the 23rd day of March A.D. 1882, an Appeal Bond was filed with the Clerk of said Court which reads as follows:-

Samuel J. Thomas, Plaintiff
vs.
Edward A. Friesrock Defendant

Judgment
Before S. S. Gardiner J. P.

Whereas on the 23rd day of February 1882, the said E. A. Friesrock obtained a judgment against the said Samuel Thomas on the Docket of S. S. Gardiner Justice of the Peace for \$ costs taxed in said

can and the said Samuel Thomas intends to appeal therefrom to the Court of Common Pleas of Marion County, Ohio therefore I Samuel Myers of said County do hereby pursuant to the Statute in such cases made and provided, promise and undertake in the sum of fifty dollars that the said Samuel Thomas the appellant, if judgment be adjudged against him on appeal, will satisfy such judgment and costs and also that he will prosecute his appeal to effect without unnecessary delay.

S. Myers.

Executed and acknowledged before me and my wife approved this 27th day of February 1882

J. S. Gardner J. P.

Afternoon on the 29th day of March A.D. 1882 the following petition was filed with the Clerk of said Court:-

Petition S. J. Thomas Plaintiff

3991

vs.

E. A. Finispeck, Administrator of Jonah Finis, Defendant

Court of Common Pleas, Marion County, Ohio

Petition

The plaintiff says the defendant E. A. Finispeck is the legally appointed and qualified Administrator of the estate of Jonah Finis, late of Marion County Ohio, deceased, and that there is due to him the said plaintiff on the following acct. against the said Finis the sum of \$152.75 with interest from the 19th day of April 1881, as follows, to-wit:-

February 1876, to 12 days work at 1.25 per day -	\$ 15.00
March " " 17 " " " 1.25 " "	23.75
April " " 3 " " " 1.25 " "	3.75
Five months board for said Finis, from April 1st 1876 to August 31st 1876, at 15.00 per month	75.00
	<u>\$ 117.50</u>

Interest on above to April 19th 1881

35.25

Total amount then due \$152.75

Plaintiff says he presented the above claim, duly verified according to law and that the same was rejected by the said defendant February 10th 1882. Wherefore plaintiff prays judgment against the defendant, E. A. Finispeck Administrator of the Estate of Jonah Finis for the sum of \$152.75 with interest thereon from April 19th 1881.

P. R. Howe Attorney for Plaintiff.

State of Ohio

Marion County ss.

P. R. Howe being sworn says he is the attorney for the plaintiff in the above action and that said plaintiff is a poor resident of the County of Marion and now absent therefrom, and that he believes the statements and allegations in the foregoing petition to be true.

P. R. Howe

Sworn to before me and subscribed by said Howe in my presence this 29 day of March 1882.

J. Q. Bourgeois Clerk

Afternoon on the 12th day of April 1882 the following answer was filed with the Clerk of said Court:-

Answer S. J. Thomas Plaintiff

3991

vs.

E. A. Finispeck Adm. of the estate of Jonah Finis, dec'd. Def.

State of Ohio Marion Co. ss.

I do hereby certify that the Court of Common Pleas

How come
Jonah Finis
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petition of
which

The State of
Marion County
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Afternoon

Jonah Finis
S. J. Thomas

A. E. Finis

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S. J. Thomas

3991
E. A. Finis

of Jonah Finis

of the estate of

Answer

Now comes the defendant E. A. Finckh administrator of the estate of Josiah Tunis decd. and answering the petition of plaintiff says that he admits that he is the administrator of the estate of Josiah Tunis decd. as alleged in the petition, but denies each and all the other allegations in said petition contained. Wherefore this defendant prays that having fully answered the petition of plaintiff he may be dismissed with his costs and for all proper relief

Wm. Neal & Hoffman Attys for Defendant.

The State of Ohio

Marion County ss.

E. A. Finckh being sworn says he is the duly appointed and qualified administrator of the estate of Josiah Tunis decd. and that the allegations in his answer contained are as he believes true

E. A. Finckh

Sworn to before me by E. A. Finckh and by him subscribed in my presence this day of April 1882.

J. E. Davis, Notary Public

Afterward on the 19th day of April A. D. 1883 an Entry was made on the Journal by the Clerk of said Court which reads as follows:-

Entry 3991

S. J. Thomas, Plaintiff

vs

A. E. Finckh, Defendant

This day this case came on to be heard on the petition of the plaintiff and answer of defendant and the case was submitted to the Court by consent of the parties; and the Court having heard the allegations and proofs of the parties, plaintiff and defendant, upon consideration find for the defendant and against the plaintiff.

Wherefore it is ordered and adjudged by the Court that the defendant recover of the plaintiff his costs herein taxed at \$

Afterward on the 1st day of May A. D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows.

Entry 3991

S. J. Thomas, Plaintiff

vs

A. E. Finckh, Defendant

This day this case came on to be heard upon the motion of plaintiff to set aside the judgment heretofore rendered against him and grant a new trial, was argued by counsel and the Court being fully advised in the premises and upon due consideration thereof do sustain said motion. Wherefore it is ordered that said judgment be and the same is hereby set aside and this case is again set down for trial and the defendant have leave to file an amended answer by forty 1st 1883 and this case continued.

Afterward on the 14th day of May 1883, an Amended Answer was filed with the Clerk of said Court which reads as follows, viz:-

Amended Answer 3991

S. J. Thomas, Plaintiff

against

E. A. Finckh, Administrator of the estate of Josiah Tunis deceased, Defendant

Court of Common Pleas, Marion County, Ohio

Amended Answer

The defendant E. A. Finckh administrator of the estate of Josiah Tunis deceased; by leave of the Court files this his Amended Answer

and says: First, That he denies all the allegations of the petition except that he is the administrator of the estate of Josiah Farris deceased, and that he rejected the claim of plaintiff. Second, That on or near the first day of September 1876, the plaintiff and the deceased Josiah Farris made, settled and of all dealings and accounts then and then of or existing between them, including the account owed upon him and the said deceased Josiah Farris paid the said plaintiff in full all balance due him on all claims and accounts whatever including that owed upon. Wherefore defendant prays that he may go hence without day and recover his costs.

Wm. Neal & Wolford Attorneys for Defendant.

The State of Ohio

Winn County, ss. E. A. Finspock being sworn, says the statements and allegations of his foregoing answer as the administrator of the estate of Josiah Farris deceased, are as he believes true.

E. A. Finspock, Adm.

Sworn to before me and subscribed in my presence by said E. A. Finspock this 12th day of May A. D. 1883.

J. H. Morrison J. P.

Afterward on the 6th day of September 1883, a Reply was filed with the Clerk of said Court which reads as follows:

Reply 3991

S. J. Thomas Plaintiff

Court of Common Pleas, Winn County, O.

A. E. Finspock, Adm. of the estate of Josiah Farris deceased, Defendant.

Reply.

And now comes the plaintiff S. J. Thomas and for Reply says that he denies each and every allegation in the answer of defense in defendant's amended answer filed herein, and prays judgment as in his petition.

P. R. New, Plaintiff's Attorney.

State of Ohio

Winn County, ss. S. J. Thomas the plaintiff being sworn says the allegations of the foregoing Reply are true.

S. J. Thomas.

Sworn to before me and subscribed in my presence this 6th day of Feb. 1883.

J. P. Burgess Clerk.

Afterward on the 10th day of September A. D. 1883, an Entry was made on the journal by the Clerk of said Court which reads as follows:-

Entry 3991

S. J. Thomas, Plaintiff

Entry

A. E. Finspock, Adm. etc. Defendant

This day came the parties by their attorneys and this cause came on to be tried; and thereupon came a jury, to-wit:- Wm. W. Beaman, Wm. H. Donkright, Oleno Hunt, David Burman, Albert Foley, James Odling Jr. W. H. Jordan, Lewis Fingley, Walter Baker, Levi Knouffice, John Conner Jr. and George Morris who being duly sworn and sworn to well and truly try the issue, joined between the parties in this case and a true verdict made according to the evidence, unless with course by consent of parties, or discharged by the Court, and after hearing the testimony arguments of counsel and charge of the Court, the said jurors retired to their

room to deliberate into open Court figures followed

Verdict The State of Ohio Winn County S.

On the jury we find for the plaintiff five Cents (\$166.25)

It is therefore sum of \$166.25

Afterward motion for filed with the Court Trial S. J. Thomas vs. E. A. Finspock

over trial for weight of evidence in admitting the deceased

Afterward on the journal S. J. Thomas vs. E. A. Finspock

motion of defense and the Court It is therefore recover of the costs sum of

came to deliberate upon their verdict, and after due deliberation returned into open Court and pronounced their verdict in writing in the words and figures following, to-wit: - Verdict

Verdict The State of Ohio }
Union County, ss. } September Term, A.D. 1883, To-wit September 10th 1883.
S. J. Thomas, Plaintiff vs E. A. Finckel, Defendant.
We the jury in this case, being duly impeached and sworn do find and say that we find for the plaintiff in the sum of One Hundred Sixty-six Dollars and Eighty-five Cents (\$166.⁸⁵)

W. H. Conkright, Foreman.
It is therefore considered that Plaintiff recover of the Defendant the said sum of \$166.⁸⁵, One Hundred and Sixty six and ⁸⁵/₁₀₀ Dollars.

W. H. Conkright, Foreman.
Afterwards on the 13th day of September 1883, a Motion for New Trial, was filed with the Clerk of said Court, which reads as follows: -

Motion for New Trial
3991 S. J. Thomas Plaintiff
vs.
E. A. Finckel adm^r, Deft. } Court of Common Pleas, Union County Ohio
Motion for New Trial.

And now comes the defendant and moves for a new trial for the following reasons, to-wit: - 1st The verdict is against the weight of evidence and the law. 2nd The Court erred in the trial of said case in admitting the evidence of the plaintiff as to conversations he had with the deceased Mr Finnis against the objections of the defendant.

W. H. Neal & W. H. Wolford Attys for Defendant.

Afterward on the 15th day of September A. D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows; viz: -

Entry 3991 S. J. Thomas, Plaintiff
vs.
E. A. Finckel, Adm^r, Deft. } Entry.

This day this cause came on to be heard on motion of defendant to set aside the verdict and for a new trial being and the Court being fully advised in the premises over rules said motion. It is therefore considered, ordered and adjudged by the Court that the plff recover of the defendant E. A. Finckel as Adm^r. of Wright Finnis decd. the sum of \$166.⁸⁵ with interest from September 10th 1883, and his costs herein expended.

Attest J. D. Burgner Clerk.
By A. R. Burgner, Deputy

Plas before His Honor John A. Price, Judge of a Court of Common Pleas
traverse and held at the Court House in the town of Mansfield within and for the
County of Mercer of the State of Ohio, Subdivision of the Fourth Judicial District of the
State of Ohio, on the 10th day of September, in the year of our Lord, One Thousand
Eight Hundred and Eighty Three. Wherefore to-wit:-

On the 1st day of June A.D. 1882, the following Petition was filed with the Clerk
of said Court, which reads as follows:-

Petition
4040

John A. Price Plaintiff
vs
George J. Price Defendant

Court of Common Pleas, Mercer County, Ohio
Petitioner

Plaintiff says: that on the 5th day of November 1881 the
plaintiff and defendant entered into an agreement in writing (a copy of which
is hereto attached) in substance, as follows: In consideration of the payment of
Four Thousand Dollars (\$4000⁰⁰) by plaintiff to defendant in the purchase
herein after stated, the defendant sold and agreed to convey in fee simple to the
plaintiff, by a good and sufficient deed, on or before the 1st day of April 1882
the following described land, Situate in York Township, Mercer County, Ohio,
and part of W. M. Sweeney 32 35. Beginning at a stone in the East line of George
W. Sweeney land and N. W. corner to John H. Sweeney land; thence S 79° E. 57¹/₂
poles to a stone S. W. corner to Samuel H. Sweeney land; thence N. 72° E. 106 poles
to a stone S. E. corner to Rachel A. Sweeney land; thence N. 77° W. 57¹/₂ poles
with said Rachel A. Sweeney land to a stone in the East line of J. E. Sweeney
land; thence S 75° W. 106 poles to the place of beginning, containing thirty acres.
Being the same premises conveyed by Adeline H. Sweeney to Wm. Sweeney
deed dated Jan 25th 1878, Recorded in B 48 page 7 Mercer County Records.
Also the following described premises being situate on the north of John Cook
beginning at a stone in the North land line and N. E. corner to land owned
by Joseph H. Sweeney; thence N. 75° E. 49¹/₂ poles with said J. H. Sweeney land line to a
stone, N. W. corner to land owned by Nathaniel Brooks; thence South 74° W. 123¹/₂
poles to a stone in the center of the road leading from East Liberty to Richwood.
thence with the center of said road S. 49° W. 40 poles to a stone in John H. Sweeney
North land line; to a stone; thence N. 82° E. 148¹/₂ poles crossing John Cook to
the place of beginning, containing 6¹/₂ acres of land. Said contract further
provides that plaintiff was to have one third of the wheat cut now growing in
the land in the bush and to have full possession of the premises on or before April
1st 1882. The said plaintiff agreed to pay the said sum of \$4000⁰⁰ the consideration
money for said farm, as follows: - by twenty six acres of land in Hardin County,
or the value thereof as said Perry should elect, valued at \$1100⁰⁰ in hand,
(said note to draw 6% annual interest) assuming as mortgage to W. E. Baxter
for \$600⁰⁰ and the balance in nine equal annual payments with 6% interest
payable annually, except year Baxter claims due no payment to be made,
and interest on said claims to be cut to 6%. The defendant, soon after Nov. 5th
1881, decided to take note secured by mortgage on the Hardin County land
instead of the land itself. On the 28th day of January 1882, and again on the
1st day of April 1882 the plaintiff made due tender to the defendant of note
and mortgage calling for \$1100⁰⁰ secured on the said twenty six acres of land
in Hardin County, as he had agreed, and was willing and offered to perform
all the conditions of said contract on his part to be performed, but the plaintiff
says that the defendant refused to allow him to perform his part of said agreement

or accept the same
not performed
and neglect to
plaintiff says
15th day of
for fifteen

State of Ohio
Mercer County
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Contract. This Agreement
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to cut to 6%
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Signed on

or accept the said tender or offer of performance of the same, And the said defendant has not performed his part of said agreement but on the contrary did and does still refuse and neglect to do so, to the damage of said plaintiff fifteen hundred dollars. The plaintiff says that the defendant sold the said land to one Thomas Hill about the 15th day of February 1852 wherefore the plaintiff asks judgment against the defendant for fifteen hundred dollars.

P. D. Cole and E. C. Cole Attys for plaintiff.

State of Ohio,
Mission County Joshua James, the plaintiff herein being first duly sworn, says that the facts stated and allegations in his foregoing petition are true

Known to before me and signed in my presence this 27th day of May 1852.

Joshua James
J. D. Sawyer, Clerk.

Contract. This Agreement, made and entered into at Richmond this 5th day of Nov. 1851, by and between H. J. Perry of Mission County, Ohio, party of the first part and Joshua James, of Mission County, Ohio, party of the second part, witnesseth: That the said party of the first part hath this day sold and doth agree to convey in fee simple, unto the said party of the second part, his heirs and assigns forever, by a good and sufficient deed, on or before the 1st day of April, 1852 upon the punctual payment, by said party of the second part of the consideration money herein after mentioned, the following premises, situate in York Township, Mission County, Ohio, and bounded as follows: - Being his farm of about 100 acres bought by him of Mrs. Horner, together with all the buildings and appurtenances to the same belonging. And the said party of the second part doth hereby agree to pay for said premises the sum of \$4000⁰⁰, being \$70⁰⁰ per acre, in the manner following: by 26 acres of land in Hardin Co. or its value thereof as Perry may accept, valued at \$1100⁰⁰ in hand said, notes to draw 6% annual interest and the balance as follows: to assume a mortgage to W. C. Baxter for \$3000⁰⁰ and the balance in nine equal annual payments with 6% interest payable annually. The said party of the first part hereby agrees to pay the taxes and assessments on said premises up to and including June 1852, and the party of the second part agrees to assume and pay all taxes and assessments becoming due thereafter.

The party of the first part agrees to give the party of the second part possession of said premises on or before the 1st day of April 1852, and if the party of the second part shall fail to pay the consideration money, taxes &c. as above stipulated then this agreement shall be void, at the option of said party of the first part, and the party of the first part agrees that if upon examination the title to said premises shall prove defective, then this contract shall be void, at the option of the party of the second part, unless said party of the first part shall perfect the same within a reasonable time. The said James is to have 1/3 of the wheat now on said land in the bush - the year the Baxter claim comes due no payment is to be made to said Perry and the interest on said claim to be cut to 6%. In testimony whereof said parties hereunto set their hands and seals, this 5th day of Nov. 1851

Signed in presence of
S. S. Gardner
H. J. Perry
Joshua James

Seal
Seal

Principals Joshua James, Plaintiff
 vs.
 Hugh J. Perry, Defendant
 Court of Common Pleas, Union County, Ohio.
 Mansfield, June 1st 1882.

In the Clerk of said Court:
 Now summons in the above case to the Sheriff of said County. Underseal amount claimed \$1500.⁰⁰ returnable according to law.
 P. B. Cole and E. E. Cole Plaintiffs Attorneys

On the 1st day of June A. D. 1882 a summons was issued by the Clerk of said Court which reads as follows:

Summons

Summons The State of Ohio
 4040 Union County, ss. To the Sheriff of the County of Union, Greeting:-
 We command you to notify H. J. Perry that he has been sued by Joshua James in the Court of Common Pleas of Union County, and that unless he answer by the 1st day of July A. D. 1882, the petition of said Joshua James 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 12th day of June A. D. 1882.

Witness my hand and the seal of said Court, this 1st day of June A. D. 1882.
 J. C. Bangs, Clerk.

In action for Damages, Amount claimed \$1500.⁰⁰
 P. B. Cole and E. E. Cole, Plaintiffs Attorneys.

Writ returned and filed June 3rd 1882. Endorsed as follows:-

Sheriff's Return The State of Ohio
 Union County, ss. Received this writ June 1st A. D. 1882, at 1 1/2 o'clock P. M. and pursuant to its command, on the 1st day of June A. D. 1882 I served the same by delivering a true copy thereof with the endorsements thereon to the within named defendant.
 Service 39, Mileage 2.40, Exp. 20, Total \$2.90
 John Kobersack Sheriff

Afterward on the 27th day of June A. D. 1882, a summons was filed with the Clerk of said Court which reads as follows:-

Summons Joshua James, Plaintiff
 4040 vs.
 Hugh J. Perry, Defendant
 Court of Common Pleas, Union County, Ohio

Now cause the said Defendant Hugh J. Perry and answers to the petition herein filed for the reason that it does not state facts sufficient to constitute a cause of action against said defendant.
 S. S. Hardison, Defendants Attorney

Afterward on the 4th day of October A. D. 1882, an Entry was made on the journal by the Clerk of said Court which reads as follows:-

Entry Joshua James Plaintiff
 4040 vs.
 Hugh J. Perry Defendant
 Entry.

This cause being heard on answers to the petition the Court does on consideration over rule the same, and the defendant is allowed thirty days from the rising of the Court to answer and this cause is continued.

Afterward on the 1st day of July 1882 by the Clerk of said Court
 Entry 4040
 Joshua James vs.
 Hugh J. Perry

On the 8th day of July 1882 which reads as follows:
 Joshua James vs.
 Hugh J. Perry
 Answer to the petition entered into as a petition in a law returned by answer heard and said plaintiff

State of Ohio
 Union County
 and allegations

Sworn to and signed
 September 1882

Seal
 Afterward on the 27th day of June A. D. 1882, a summons was filed with the Clerk of said Court which reads as follows:-
 Entry 4040
 Joshua James vs.
 Hugh J. Perry

this cause cause Benjamin, A. Figley, Walter Mitchell and J. and hereby by verdict under a or discharged of counsel, and upon their verdict presented their verdict. The Union
 On the 1st day of July 1882 the jury in say that we find

Afterward on the 8th day of January A.D. 1883, an Entry was made on the journal by the Clerk of said Court which reads as follows:-

Entry
4040

Joshua James, Plaintiff
vs.
Hugh J. Pugh, Defendant

Entry

Defendant filed answer by leave of the Court this day.

On the 8th day of January A.D. 1883, an Answer was filed with the Clerk of said Court which reads as follows:-

Answer
4040

Joshua James, Plaintiff
vs.
Hugh J. Pugh, Defendant

Court of Common Pleas, Union County Ohio
Answer

Now comes the said Defendant Hugh J. Pugh and for answer to the petition of the said plaintiff herein says: That he admits, that he entered into a certain contract with said plaintiff and that the copy attached to petition is a true copy thereof and that he elected to take the \$100.⁰⁰ in notes secured by mortgage on the said land in Hardin County - instead of the land itself. But he denies each and every other allegation contained in said plaintiffs petition.

Robinson & Piper and S. Hardins Defendants Attorneys

State of Ohio

Union County S.S. } Hugh J. Pugh being duly sworn says that the facts and allegations in the foregoing answer are true as he verily believes.

H. J. Pugh

Sworn to and subscribed by said Hugh J. Pugh before me this 19th day of September 1882

Seal

S. W. Ham Winkler Notary Public

Afterward on the 14th day of September 1883 an Entry was made on the journal by the Clerk of said Court which reads as follows:-

Entry
4040

Joshua James Plaintiff
vs.
Hugh J. Pugh Defendant

Entry

This day came the parties by their attorneys, and this came on to be tried, and thereupon came a jury, to-wit: M. W. Benjamin, Cicero Hunt, Lewis Brown, W. H. Jordan, Eric Schuffler, Lewis Figley, Walter Bales, James Corcoran Jr. W. H. Miller James Poling Jr. James Mitchell and James Dupre who being duly sworn to well and truly try the issue joined between the parties in this cause and a true verdict under according to the evidence, unless withdrawn by consent of parties or discharged by the Court, and after hearing the testimony, arguments of counsel, and charge of the Court, the said jurors, 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: Verdict. The State of Ohio

Union County ss. } September Term A.D. 1883, To-wit: September 14th 1883

Joshua James Plaintiff vs. Hugh J. Pugh Defendant.

On the jury in this case being duly sworn do find and say that we find for the plaintiff and assess his damages at \$500.⁰⁰

W. H. Jordan Foreman

The Plaintiff says: That on the 26th day of August A.D. 1852, the defendant falsely and maliciously and without reasonable or probable cause charged plaintiff before one J. H. Winbade a Justice of the Peace within and for the Township of Paris, County of Union Ohio, with having committed the offense of "By false pretense with intent to defraud obtaining from the London Clothing Company of Mayville O. of which Company defendant is a member, goods to the value of fourteen and 1/2 dollars. And procured said Justice to issue a warrant for the arrest of plaintiff on said charge, and thereupon plaintiff was arrested under said warrant and imprisoned for about ten hours and compelled to give bail. On the 27th day of August A.D. 1852 at the trial of said cause plaintiff was acquitted of said cause and said persecution is wholly ended and discontinued. By reason of the previous plaintiff has been greatly injured in his credit and reputation to his damages Ten Thousand Dollars for which he asks judgment and for all proper relief.

J. H. Cannon, Attorney for Plaintiff

State of Ohio,
 Union County ss. James Jolliff being first duly sworn says he is the plaintiff in the above petition and that the facts stated and allegations made in his foregoing petition are true as he verily believes.

James Jolliff.

Sworn to before me by said James Jolliff and by him signed, on any person this 16th day of December 1852.

Seal

John B. Woots Probate Judge

James Jolliff Plaintiff

Court of Common Pleas, Union County Ohio
 Mayville, December 16th 1852

vs
 Jacob Schwartz, Defendant

In the Clerk of said Court:

Issue Summons to Sheriff of Union County, Indiana suit for Damages
 Amt. Claimed \$10,000.

J. H. Cannon, Plaintiffs Attorney.

On the 16th day of December A.D. 1852, a summons was issued by the Clerk of said Court which reads as follows:

Summons

The State of Ohio
 Union County ss. To the Sheriff of the County of Union, Acting:-
 We command you to notify Jacob Schwartz that he has been sued by James Jolliff in the Court of Common Pleas of Union County, and that unless he answers by the thirtieth day of January A.D. 1853 the petition of said James Jolliff 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 twenty fifth day of December A.D. 1852.

Witness my hand and the seal of said Court this 16th day of Dec. A.D. 1852.

Seal

J. D. Burgess, Clerk.

An Action for Damages, Amount Claimed \$10,000. J. H. Cannon Plffs. Atty.

Writ returned and filed December 18th 1852, Indorsed as follows:-

The State of Ohio
 Union County ss. Sheriff's Return
 Received this Writ Dec. 16th A.D. 1852 at 4 o'clock P.M., and pursuant to its command, on the 18th day of December A.D. 1852 served the same by delivering a true copy of this writ with all the

undersigned shew to the within named Jacob Schwartz, sworn to before me, this 20th day of January 1858, John H. Oberacker Sheriff.

Attended on the 25th day of January A.D. 1858, an answer was filed with the Clerk of said Court which reads as follows;

Answer 4158

James Jolliff, Plaintiff vs. Court of Common Pleas, Marion County, Ohio Jacob Schwartz, Defendant Answer

1st. The defendant now comes and for his first ground of defense to the petition of the plaintiff says: He denies that the defendant falsely and maliciously and without reasonable or probable cause charged plaintiff before J. H. Oberacker a Justice of the Peace within and for the Township of Paris of Marion County Ohio of having committed the offense of by false pretense with intent defraud and obtaining from the Wadon Clothing Company of Marysville Ohio goods to the value of Ten and 2/10 Dollars and procured said Justice to issue a warrant for the arrest of the plaintiff on said charge: And the defendant denies that by reason of the premises the said plaintiff has been greatly injured in his credit and reputation in the sum of Ten Thousand Dollars or any sum whatever.

2nd. The defendant for a second ground of defense to the petition of the plaintiff herein says: that on or about the 12th day of August - A.D. 1852 the plaintiff did represent to the defendant at the store room of the Wadon Clothing Company at Marysville Marion County Ohio, in which store the defendant then and there had an interest and then and there was acting as salesman that he the plaintiff had money with and that there was due and coming to him from one Samuel M. & Allister the sum of about seven hundred Dollars; and the said plaintiff there and there gave to the said Wadon Clothing Company for value received, to-wit: for goods then and there purchased of said Wadon Clothing Company an order on said Samuel M. & Allister for the sum of Ten and 2/10 Dollars that thereafter and before said Wadon Clothing Company had an opportunity to present, and before said Wadon Clothing Company did present said order given by said plaintiff to said Samuel M. & Allister for payment of said sum of Ten and 2/10 Dollars the said plaintiff had drawn and received from said M. & Allister all the money that there was due and coming to him from said M. & Allister, to-wit: about the sum of seven hundred Dollars, and that said M. & Allister when said order was presented to him for payment refused to pay and did not pay the same. And this defendant says that by reason of the premises he had just and reasonable cause to charge on he did charge said plaintiff before said J. H. Oberacker a Justice of the Peace aforesaid, (and who was also an attorney at law) with having committed the offense of "By false pretense, with intent to defraud, and obtaining from the said Wadon Clothing Company aforesaid goods to the value of Ten and 2/10 Dollars, and of procuring said Justice of the Peace to issue a warrant for the arrest of said plaintiff on said charge, Wherefore this defendant asks that he may recover his costs herein.

W. L. Cooper & D. M. Cyus, Defendants Attys.

State of Ohio Marion County, ss. Jacob Schwartz being first duly sworn say he is the defendant in the above entitled case, and that the facts stated and allegations made in his foregoing answer are, or he believes, true. Jacob Schwartz

Sworn to before me, this 20th day of January 1858

Attended on the 25th day of January A.D. 1858, an answer was filed with the Clerk of said Court which reads as follows; James Jolliff, Plaintiff vs. Court of Common Pleas, Marion County, Ohio Jacob Schwartz, Defendant Answer

Answer 4158

Answer of the defendant to the petition of the plaintiff

Afterward, filed with the Clerk of said Court James Jolliff, Plaintiff vs. Court of Common Pleas, Marion County, Ohio Jacob Schwartz, Defendant Answer

Answer 4158

answer says that the defendant then and there had an interest and there and there was acting as salesman that he the plaintiff had money with and that there was due and coming to him from one Samuel M. & Allister the sum of about seven hundred Dollars; and the said plaintiff there and there gave to the said Wadon Clothing Company for value received, to-wit: for goods then and there purchased of said Wadon Clothing Company an order on said Samuel M. & Allister for the sum of Ten and 2/10 Dollars that thereafter and before said Wadon Clothing Company had an opportunity to present, and before said Wadon Clothing Company did present said order given by said plaintiff to said Samuel M. & Allister for payment of said sum of Ten and 2/10 Dollars the said plaintiff had drawn and received from said M. & Allister all the money that there was due and coming to him from said M. & Allister, to-wit: about the sum of seven hundred Dollars, and that said M. & Allister when said order was presented to him for payment refused to pay and did not pay the same. And this defendant says that by reason of the premises he had just and reasonable cause to charge on he did charge said plaintiff before said J. H. Oberacker a Justice of the Peace aforesaid, (and who was also an attorney at law) with having committed the offense of "By false pretense, with intent to defraud, and obtaining from the said Wadon Clothing Company aforesaid goods to the value of Ten and 2/10 Dollars, and of procuring said Justice of the Peace to issue a warrant for the arrest of said plaintiff on said charge, Wherefore this defendant asks that he may recover his costs herein.

State of Ohio Marion County, ss. Jacob Schwartz being first duly sworn say he is the defendant in the above entitled case, and that the facts stated and allegations made in his foregoing answer are, or he believes, true. Jacob Schwartz

Sworn to before me, this 20th day of January 1858

On the 25th day of January A.D. 1858, an answer was filed with the Clerk of said Court which reads as follows; James Jolliff, Plaintiff vs. Court of Common Pleas, Marion County, Ohio Jacob Schwartz, Defendant Answer

Answer 4158

require the defendant to show certain in the case, and that he states that he states that he states

Sworn to before me and signed in my presence by the said Jacob Schwartz this 25th day of January A. D. 1882.

J. O. Burgner Clerk

Afterward, on the 17th day of September A. D. 1883, a Demurrer was filed with the Clerk of said Court which reads as follows:-

Demurrer
4153
James Jolliff, Plaintiff
vs.
Jacob Schwartz, Defendant

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

Now comes the plaintiff and demurs to the answer of the said defendant and for grounds of demurrer says: that said answer does not state facts sufficient to constitute a defense to the petition of said plaintiff

J. L. Cannon Atty for Plaintiff.

Afterward, on the 21st day of September 1883, an Amended Answer was filed with the Clerk of said Court which reads as follows:-

Amended Answer
4154
James Jolliff, Plaintiff
vs.
Jacob Schwartz, Defendant

Court of Common Pleas, Union County Ohio
Amended Answer.

Now comes the defendant and for his amended answer says he denies that he falsely and maliciously and without warrant or probable cause, charged plaintiff before one J. C. Kirkade, a Justice of the Peace within and for the Township of Paris, County of Union, and State of Ohio of having committed the offence of by false pretense with intent to defraud obtaining from the London Clothing Company of Mansville Ohio goods to the value of fourteen and 2/10 dollars and procured said Justice to issue an warrant for the arrest of the plaintiff on said charge and the defendant denies that by reason of the premises that said plaintiff has been damaged in his credit and reputation in the sum of Ten Thousand Dollars or any other sum.

Agnes H. Hoops, Atty for Defendant

State of Ohio

Union County ss. Jacob Schwarz being duly sworn says he is the defendant in the above entitled case and that the facts there stated and allegations made in the foregoing answer are true as he really believes

Jacob Schwarz

Sworn to before me this 21st day of September 1883

J. O. Burgner, Clerk.

On the 21st day of September 1883, a Motion was filed with the Clerk of said Court which reads as follows:-

Motion
4158
James Jolliff Plaintiff
vs.
Jacob Schwartz Defendant

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

The plaintiff moves the Court for an order to require the defendant to make his amended answer more definite and certain in this: that he state in direct terms whether he denies that he caused the arrest of the plaintiff upon the charge alleged in the petition that he state whether he denies that the plaintiff was arrested on his charge that he state whether he denies the charge that the plaintiff was arrested.

That he state specifically and with cleanness what his alleged defense is
That he state specifically whether he denies procuring the warrant for the
arrest of the plaintiff. And for want of such averment that his said
averment answer be stricken from the files.

J. B. Carrison Plaintiff Attorney

On the 21st day of September A. D. 1883, an Entry was made on the
Journal by the Clerk of said Court which reads as follows:-

Entry
4138. James Jolliff, Plaintiff
vs.
Jacob Schwartz, Defendant

Entry

This day this cause came on to be heard on
motion to require defendant to make his averment more definite
and certain, on consideration whereof the Court do sustain said motion
and leave in power defendant to file amended answer, instant.

On the 21st day of September A. D. 1883, an Entry was made on the
Journal by the Clerk of said Court which reads as follows

Entry
4138. James Jolliff, Plaintiff
vs.
Jacob Schwartz, Defendant

Entry

This day came the parties and settled this cause
by agreement of defendant to pay plaintiff the sum of Twenty-Five Dollars
and his costs herein expended. It is therefore considered and adjudged
by the Court that the plaintiff recover of the defendant the said sum of
Twenty-Five Dollars and his costs herein expended.

Attest J. D. Buzgner Clerk,
By A. R. Buzgner, Deputy

Then 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 Judicial District of the State of Ohio, on the 15th
day of September in the year of our Lord One Thousand Eight Hundred
and Eighty Three. On the 19th day of September A. D. 1883 the following Petition
and Answer in Opposition were filed with the Clerk of said Court

Petition The State of Ohio }
Union County ss } In the Court of Common Pleas.
D. O. Frank, Plaintiff

4343 Dan Dr Witt & William Ranney }
doing business under the firm name of }
Dr Witt and Ranney. Defendants }
Petition
Civil Action for Money Only.

D. O. Frank the above named Plaintiff
says that there is due him from Dan Witt and Ranney Defendants, on a prom-
issory note made by the Defendants, Dan Dr Witt and William Ranney
dated the 15th day of Feb. A. D. 1882, which note with the warrant of Attorney
therein annexed, is hereto attached, the sum of Fifteen Hundred and
Seventy (1570⁰⁰) Dollars with interest thereon from the 15th day of September
A. D. 1883. The Plaintiff further says that he is the legal owner and

holder of said note,
asks judgment
Seventy (1570⁰⁰)

The State of Ohio
Union County
of Records of said
in the foregoing
an instrument in

Subscribed by
by him before

4343 \$1500⁰⁰

And signed by the said Plaintiff on the 15th day of 1883
" D. O. Frank
" rate of eight
" and as he
" appears in a
" law term of
" versus the
" against the
" due, together
" exceptions, etc

Answer D. O. Frank
4343 vs.

Dan Dr Witt,
doing business
Dr Witt and

the above named
Attorney and
sent that judg-
tiff, the holder
the above, said
Seventy Doll
on said note,
against Defen-
and Defunct
by virtue of an
herby received

Entry D. O. Frank
4343 vs.

Dan Dr Witt
doing business
Dr Witt and

holder of said note, that the same is due and unpaid. Whereupon, the Plaintiff asks judgment against said Defendants for the sum of Fifteen Hundred and Seventy (1570.⁰⁰) Dollars, with interest from the 15th day of September A. D. 1853.

Randolph Coleman Atty. for Plaintiff

The State of Ohio

Union County, ss. Randolph Coleman, who says that he is the Attorney of Record of said Plaintiff, being duly sworn, says that he believes the statement in the foregoing Petition to be true. He further says this action is brought on an instrument in writing for the payment of money only and that said instrument is now in his possession.

Randolph Coleman

Subscribed by the said Randolph Coleman in my presence, and sworn to by him before me, this 17th day of September A. D. 1853

J. Q. Bingham, Clerk.

Springfield Feb. 15th 1852.

60
\$1500.⁰⁰
Sixty days after date, we promise to pay to the order of C. C. Frank Fifteen Hundred Dollars payable with interest at the rate of eight per cent per annum. From date for value received, and we hereby authorize and empower any Attorney at Law to appear in any Court of Record in the United States, at any regular term of such Court, after the above obligation becomes due, and waive the issuing and service of process, and confess a judgment against us in favor of the holder hereof for the amount then appearing due, together with costs of suit, and also to release and waive all exceptions, errors, and right of appeal in the premises.

De Witt & Ramsey J. B. S.

Indorsed into roll to Feb 6th 1853

Answer C. C. Frank, Plaintiff

4343
vs.
Daw De Witt, William Ramsey
doing business under the name
De Witt and Ramsey, Defendants.

In Court of Common Pleas, Union County, ss.
Defendants Answer.

And now come De Witt and Ramsey, the above named Defendants, by the undersigned J. S. Mc Campbell Attorney and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's petition, and against the above named Defendants, for the sum of Fifteen Hundred and Seventy 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 Defendant's right to appeal, and to the appraisal of real estate limited by virtue of any execution issued on the judgment in this case, is hereby waived. September 17th A. D. 1853

J. S. Mc Campbell, Atty. for Def.

Entry C. C. Frank, Plaintiff

4343
vs.
Daw De Witt and William Ramsey
doing business under the name of
De Witt and Ramsey, Defendants.

Entry

This day came the Plaintiff by

Randolph Coleman his Attorney, and Thompson came J. S. Mc Campbell, one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney, duly executed, and more produced in open Court, and duly sworn, waived the issuing and service of process, and solicited 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 Plaintiff's petition, the sum of \$15.70⁰⁰ for. It is therefore considered that said Plaintiff do receive of said Defendants the said sum of \$15.70⁰⁰ 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. P. Bingham Clerk
By A. B. Bingham Deputy

Hear before His Honor John A. Rice, 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 Third Subdivision of the First Judicial District of the State of Ohio on the 10th day of September in the year of our Lord One Thousand Eight Hundred and Eighty three. On the 13th day of September A. D. 1883 the following Petition and Answer in Opposition thereto filed with the Clerk of said Court.

Petition The Peoples Bank (of Marysville O.) Plffs.
4337 J. F. Pickett, B. H. Pickett and Robert Norris, Defendants.

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

Civil Action for Money Only.

The plaintiffs say they are a copartnership formed for the purpose of carrying on business within the state of Ohio and not incorporated and they say that there is due to them from J. F. Pickett, B. H. Pickett and Robert Norris Defendants, on a promissory note made by the Defendants, J. F. Pickett, B. H. Pickett and Robert Norris dated the 13th day of December A. D. 1882, a copy of which note, with warrant of Attorney thereto annexed, is hereto attached, the sum of Two Hundred and Four Dollars, with interest thereon at 8% from the 13th day of February A. D. 1882. The Plaintiff further say that they are the legal owners and holders of said note, that the same is due and unpaid. Whereupon, the Plaintiff ask judgment against said Defendants for the sum of Two Hundred and Four Dollars with interest at 8% from the 13th day of February A. D. 1882.

A. S. Carpenter Atty. for Plaintiff

The State of Ohio }
Union County, ss. } A. S. Carpenter being sworn says that he is the attorney of the above named Plaintiff duly authorized herein. That this the Plaintiff's action is upon a written instrument for the payment of money and now in possession of affiant. Affiant further says the facts stated and allegations in plaintiff's foregoing petition are true as he verily believes.

A. S. Carpenter

Subscribed by
12th day of Sept
Attest
" \$204⁰⁰
" *Sworn*
" *sworn*
" *Hundred, Two*
" *with the de*
" *law to appra*
" *due, in any*
" *issuing and*
" *in favor of the*
" *eight per cent*
" *together with*
" *paid in this*

Answer The Peoples
4337 J. F. Pickett, B.

H. Pickett, and signed J. S. Mc Campbell, one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney, duly executed, and more produced in open Court, and duly sworn, waived the issuing and service of process, and solicited 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 Plaintiff's petition, the sum of \$15.70⁰⁰ for. It is therefore considered that said Plaintiff do receive of said Defendants the said sum of \$15.70⁰⁰ 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.

Entry The Peoples
4337 J. F. Pickett,

A. S. Carpenter
the Attorneys,
duly executed,
issuing and served
with the said
said Plaintiff a
that said Plaintiff
confessed to be
to be computed at
of said warrant
petition in error

Subscribed by A. J. Carpenter, in my presence, and sworn to by him before me, this 12th day of September A. D. 1883.

Date

" \$204⁰⁰"

J. Q. Bourque Clerk

Mayeville, Ohio, December 13th 1882

Sixty Days after date, as principal debtors, we jointly and severally promise to pay to the People Bank, or order, at their office in Mayeville, Ohio, Two Hundred, Two and Two Dollars, for value received. And we hereby dispoise with the demand of payment of this note, and authorize any Attorney at law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process, and confess judgment against us, or either of us in favor of the holder or holders of this Note, for the amount of said Note, with eight per cent. interest payable annually after the same shall become due together with costs of suit, and release all Errors, and waives all rights of appeal in this behalf. Witness our hands and seals, this 13th day of December 1882

J. F. Pickett Seal
B. H. Pickett Seal
Robert Norris Seal

Answer 4337

The People Bank (Mayeville O)

In Court of Common Pleas Union County, ss.

vs.
J. F. Pickett, B. H. Pickett and Robert Norris

Defendants Answer

And now even J. F. Pickett, B.

H. Pickett, and Robert Norris the above named Defendants, by the undersigned J. S. Mc Campbell Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiffs, the holder of the note, described in Plaintiffs petition, and against the above named Defendants, for the sum of Two Hundred and Fifteen Dollars and Fifty two Cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendants for costs of this action, and all errors are hereby released, and Defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived. September 13th

J. S. Mc Campbell, Atty for Def.

Entry 4337

The Peoples Bank (of Mayeville, O)

County

vs.
J. F. Pickett, B. H. Pickett & Robert Norris

This day came the Plaintiffs by

A. J. Carpenter Attorney, and thereupon came J. S. Mc Campbell 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, confessed that there is due from said Defendant to said Plaintiff as is alleged in Plaintiffs petition the sum of \$213⁵². It is therefore considered that said Plaintiffs do recover of said Defendants the said sum of \$213⁵², 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. Q. Bourque Clerk By A. R. Burgess Deputy

Then 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 said subdivision of the South Judicial District of the
State of Ohio on the 10th day of September in the year of our Lord One Thousand
Eight Hundred and Eighty Three. On the 11th day of September A. D. 1883, the
following Petition and Cause in Ognorant were filed with the Clerk of said Court:

Petition

Henry Miller, James S. Miller,
Samuel Huston and William Huston
Plaintiffs

The State of Ohio, Union County, ss.
In the Court of Common Pleas.
Petition
Civil Action for Money Only.

4333

vs.
Frank Evans, Defendant.

Henry Miller, James S. Miller, Samuel Huston
and William Huston plaintiffs under the firm name of Miller and Huston
the above named Plaintiffs say that they are partners doing business under the
firm name of Miller & Huston, that there is due to them from Frank Evans Defend-
ant, on a promissory note made by the Defendant, - Frank Evans dated the 6th
day of September A. D. 1883, a copy, which note, with the endorsement of Attorney
John Richards, annexed, is hereto attached, the sum of Four Hundred and Eleven Dollars
and Ninety Cents, with interest thereon at the rate of 6% from the 6th day of
September A. D. 1883. The Plaintiffs further say that they are legal owners
and holders of said note, that the same is due and unpaid. Wherefore, the
Plaintiffs ask judgment against said Defendant for the sum of Four Hun-
dred and Eleven Dollars and Ninety Cents, with interest, at the rate of 6%
from the 6th day of September A. D. 1883.

J. D. Richards, Atty. for P. Pts.

The State of Ohio,
Union County, ss. Henry Miller, a member of the firm of Miller and Huston
the above named Plaintiffs being duly sworn, says that he believes the state-
ments in the foregoing Petition to be true, that he saw the defendant sign
the said note and knows his signature thereto to be genuine.

Henry Miller.

Subscribed by Henry Miller in my presence, and sworn to by him before me
this 10th day of September A. D. 1883.

J. D. Burgner Clerk.

Note

\$ 411 ⁹⁰/₁₀₀

Ohio, September 6th 1883

One day after date, for value received, we jointly and severally
promise to pay Miller and Huston or order, at their office in Columbus Ohio
Four Hundred and Eleven and ⁹⁰/₁₀₀ Dollars with interest from date at the
rate of six per cent per annum, payable annually. And I hereby authorize
any Money at Law to appear for me in any action on the above note, at
any time after the same becomes due, in any court of Record in or of the State
of Ohio, receive the issuing and service of process against me, and confess judg-
ment 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
- D. C. Mackey, George S. Rescoe. -

Frank Evans Seal

Henry Miller,
Samuel Huston,
Plaintiffs in this
Miller and H.

4333

Frank Evans

named Defen-
dant, and se-
veral other
note described,
and for the sum
the amount of
also consent to
and for costs of
right to appeal
execution, made
September 10th

Henry Miller,
Samuel Huston,
Plaintiffs under
Miller and H.

Frank Evans

their Attorney
of this Court, and
produced in
of process, and
the same in
and to said
\$ 411 ⁹⁰/₁₀₀. It is
and the said
costs of suit be-
6 per cent per
years are sel-
in error and a

Henry Miller, James T. Miller
Samuel Weston, and William Weston
Partners in business, under the firm name of
Miller and Weston, Plaintiffs

In Bond of Common Pleas
Union County, N.C.

vs.
Frank Evans, Defendant

Defendants Answer.

And now comes Frank Evans the above
named Defendant, by the undersigned his Attorney, and prives 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 Defend-
ant, for the sum of Four Hundred and Eleven Dollars and Ninety Cents,
the amount appearing due for principal, credit, interest on said note, and
also consent that judgment be entered in the same process against Defend-
ant for costs of this action, and all errors are hereby released, and Defendants
right to appeal, and to the appraisal of real estate herein, or by virtue of any
executions issued on the judgment in this case, is hereby waived.

September 10th A.D. 1883

J. D. Cannon Atty for Def't.

Henry Miller, James T. Miller
Samuel Weston, and William Weston
Partners under the firm name of
Miller and Weston, Plaintiff

Costs

vs.
Frank Evans, Defendant

This day came the Plaintiffs by J. C. Richards
their Attorney, and thereupon came J. D. Cannon one of the Attorneys of Record
of this Court, who, by virtue of a warrant of Attorney duly executed and duly
produced in open Court and duly served, received the issuing and service
of process, and personal appearance of said Defendant herein and by virtue of
the same warrant of Attorney, confessed that there is due from said Defend-
ant to said Plaintiffs as is alleged in said Plaintiffs petition, the sum of
\$411⁹⁰. It is therefore considered that said Plaintiff do accuse of said Defend-
ant the said sum of \$411⁹⁰ 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
6 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. P. Burquee, Clerk
By A. R. Burquee, Deputy

Then before His Honor John A. Rice 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 Third Sub-Division of the Tenth Judicial District of the State of Ohio on the 10th day of September in the year of our Lord One Thousand Eight Hundred and Eighty Three.

On the 13th day of September A.D. 1883 the following Petition and Answer in Opposition were filed with the Clerk of said Court.

Petition
4339

The Wooster Manufacturing Co. Plaintiff
vs.
John Day, D. A. Dindenberg
and James Scott, Defendants

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

Civil Action for Money Only

Plaintiff says it is an incorporated company duly organized under the laws of Ohio and the above named Plaintiff says that there is due to it from John Day, D. A. Dindenberg and James Scott Defendants, on a promissory note made by the Defendants dated the 10th day of July A.D. 1880, which note with the warrant of Attorney thereto annexed, is fully attached, the sum of Two Hundred and Fifty Dollars with interest thence from the 10th day of July A.D. 1880. The Plaintiff further says that it is the legal owner and holder of said note, that the same is due and unpaid. Whereupon, the Plaintiff asks judgment against said Defendants for the sum of Two Hundred and Fifty Dollars with interest at 8 per cent from the 10th day of July A.D. 1880. At 8 per cent less credit of \$15⁰⁰ amounting to the sum of \$298⁰⁰

James R. Dyer, Atty. for Pl. ff's.

The State of Ohio

Delaware County ss. James R. Dyer being sworn says he is one of the Attorneys for the above named Plaintiff and being duly sworn, says that he believes the statements in the foregoing Petition to be true. He further says that the said Plaintiff is a non resident and that this action is founded on a written instrument for the payment of money only which written instrument is in possession of affiant James R. Dyer.

Subscribed by James R. Dyer in my presence, and sworn to by him before me this 13th day of September A.D. 1883.

J. Q. Bunker Clerk.

Note " \$250⁰⁰ November 1st 1882 after date for value received, we jointly and severally
" promise to pay The Wooster Manufacturing Company or Order, at Farmers
" Bank Columbus, Ohio, Two Hundred and Fifty Dollars with interest at 8
" per cent per annum from date payable annually. And we hereby authorize
" you 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 confer a judgment
" for the said amount, interest and costs, in favor of the payee, legal holder,
" indorser, or assignee hereof, and release all claims which may accrue in
" the execution 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 we said attorney is hereby author-
" ized to enter such release in said judgment.
" Witness our hands and seals this 10th day of July A.D. 1880, Kingston Center P.O. Ohio
" Dear November 4 - 1882. - John Day, Recd. D. A. Dindenberg Recd. James Scott Recd.
" \$15⁰⁰ Paid on the within note the sum of Fifteen and 00/100 Dollars, April 17th 1883

Answer
4339

The Wooster Man
John Day, D. A.
James Scott

the above, we
waive the issue
judgment be
holder of the
recused Defen
Dollars and
interest, we
save, we
are hereby rele
final of each
the judgment
September 13th

The Wooster
John Day, D.
James Scott,

James and Dyer
of Record of this
and now pay
and service of
and by virtue
said Defende
the sum of \$2
of said Defen
process to be
with interest
sum. And
lessed, and a
our are waived

Answer
4337

The Huber Manufacturing Co. Plaintiff
vs.
John Day, D. A. Gindenberg and
James Scott Defendants.

In Court of Common Pleas
Union County ss.
Defendants Answer

And now come John Day, D. A. Gindenberg and James Scott the above named Defendants, by the undersigned D. Pipes Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's petition and against the above named Defendants for the sum of Two Hundred and Ninety Eight Dollars and Three 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 same 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.

September 13th A. D. 1880.

D. Pipes Attorney for Defendants.

The Huber Manufacturing Co. Plaintiff
vs.
John Day, D. A. Gindenberg and
James Scott, Defendants

Expiry

This day came the Plaintiff by force and title its Attorneys and thereupon came D. Pipes one of the Attorneys of Record of this Court, rules 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 solemn 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 \$298⁰³. It is therefore considered that said Plaintiff do receive of said Defendant the said sum of \$298⁰³ 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 excepted, and all right of appeal, and all right to file a petition in error are waived.

Attest J. D. Burquee Clerk,
By A. R. Burquee, Deputy

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 Third Subdivision of the Sixth judicial district in the State of Ohio on the 19th day of September in the year of our Lord One Thousand Eight Hundred and Eighty Three On the 24th day of September A. D. 1883, the following Petitions were presented in Court and were filed with the Clerk of said Court.

Petition
4350

Wm. Mack Bros. Plaintiffs
vs.
J. W. Chapman, Sarah Chapman and S. Davis, Defendants
The State of Ohio, Union County, ss.
In the Court of Common Pleas.
Petition
Civil Action for Money Only

Wm. Mack Bros, a firm doing business under that name in the State of Ohio, the above named Plaintiffs say that there is due to them from J. W. Chapman, Sarah Chapman and S. Davis Defendants, on a promissory note made by the Defendants J. W. Chapman Sarah Chapman and S. Davis dated the 24th day of January A. D. 1883, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of One Hundred and Thirty Dollars, with interest thereon at 8 per cent from the 24th day of January A. D. 1883. The Plaintiffs further say that they are the legal owner and holder of said note, that the same is due and unpaid whereupon the Plaintiff asks judgment against said Defendants for the sum of One Hundred and Thirty Dollars, with interest at 8 per cent from the 24th day of January A. D. 1883

James B. Cole Atty for Plaintiff.

The State of Ohio
Union County, ss. J. B. Cole Attorney at Law 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 non resident of and absent from the County of Union and said promissory note is now in his hands for collection

James B. Cole

Subscribed by James B. Cole in my presence, and sworn to by him before me, this 24th day of September A. D. 1883.

J. P. Burgess, Clerk.

Note \$130⁰⁰
Marysville, Ohio January 24th 1883
Six months after date, for value received, we or either of us promise to pay Wm. Mack Bros. or order, at Bank of Marysville, Ohio, One Hundred and Thirty Dollars, with 8 per cent interest after date and per cent after due. And we hereby dispense with demand of payment, protest and notice of non-payment of this Note, and authorize any Attorney at Law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and receiving the issuing and service of process, to confess judgment against us or either of us in favor of the holder, or holder of this Note, for the amount of said Note, and interest on the same at the rate of 8 per cent per annum after the same shall become due, together with costs of suit, and where all expense and Writs of Error and waive the stay of Execution and all right of appeal in this behalf.
Witness hand and Seal this day of 1883

P. O. By leave

Indorsed on back

4350

Wm. Mack Bros vs J. W. Chapman and S. Davis

Chapman and S. Davis... judgment... right to appeal... any execution... September 2

Entry
4350

Wm. Mack Bros vs J. W. Chapman and S. Davis

Cole Attorney... Record of this... and now pursuing and... card herein, and that there is... in said Note... ed that said... of \$136.²⁵ so... with herein, no... eight per cent... Attorney, all... file a petition

P. O. Byhalia, Ridgway & Audin County, Ohio
J. W. Chapman [L.S.] Sarah Chapman [L.S.]
S. Davis [L.S.]

Indorsed on back of note: - J. W. Chapman \$130⁰⁰ Oct. 24th 1883

4350 Mack Ross Plaintiff

vs.

J. W. Chapman, Sarah Chapman
and S. Davis, Defendants

Att. Genl of Greenway Pleas
Audin County, ss.
Defendants' Verore

And now come J. W. Chapman, Sarah Chapman and S. Davis the above named Defendants by the undersigned E. E. Cole Attorney, and since the issuing and serving 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 and Thirtly-Six and ⁹³/₁₀₀ Dollars, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendants for costs of this action, and all errors are hereby released, and Defendant's right to appeal and to the application of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived September 24th 1883.

E. E. Cole, Atty. for Defendants

Entry 4350 Mack Ross Plaintiff

vs.

J. W. Chapman, Sarah Chapman
and S. Davis Defendants

Entry

This day came the Plaintiff by J. B. Cole Attorney, and thereupon came E. E. Cole one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed and now produced in open Court and duly process, 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 Plaintiff's petition, the sum of \$136.93. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of \$136. ⁹³/₁₀₀ 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. Q. Burgner Clerk.
By A. R. Burgner, Deputy.

Now before His Honor John A. Rice, 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 Third Judicial Division of the Fourth Judicial
District of the State of Ohio, on the 10th day of September, in the year of
our Lord One Thousand Eight Hundred and Eighty Three.

On the 13th day of September A. D. 1883, the following Petitions and
Answers in Opposition were filed with the Clerk of said Court.

Petition
4336

The National Exchange Bank
of Tiffin, Ohio Plaintiff

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

P. J. Hyatt, Defendant

Petition

The said Plaintiff, the National Exchange
Bank of Tiffin, O. for cause of action against the Defendant, says
that it is a corporation, duly incorporated under the laws of the United
States entitled to provide a national currency secured by a pledge
of United States as to provide for the circulation and redemption thereof
Approved June 3rd 1864, that he it and to incorporate in the — day of March
1865 and has ever since continued to be and now is such a corporation and
doing business in Tiffin, Lucas County, Ohio, that the Defendant P. J. Hyatt
on or about the 11th day of May A. D. 1883, executed and delivered to said
Plaintiff his Promissory Note of that date, together with a warrant of Attorney
which Promissory Note and Warrant of Attorney or copies thereof are hereto at-
tached, marked "Exhibit A" and made a part of this Petition. Said
Plaintiff further says that said Promissory Note is due and unpaid, that
Plaintiff is the legal owner and holder thereof, and that there is due thereon
from said Defendant the sum of Five Hundred Dollars with interest
from the 12th day of August A. D. 1883, at eight percent. Wherefore the Plaintiff
asks judgment against said Defendant for the sum of Five Hundred
Dollars and — cts., with interest thereon from the 12th day of August A. D. 1883
at eight percent and for costs of suit.

N. L. Brewer, Plaintiff's Attorney

The State of Ohio

Affidavit.

Lucas County, ss. Nelson L. Brewer 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 well believes
the statements contained in the foregoing Petition are true, in substance
and in fact, and that said Plaintiff is a corporation.

N. L. Brewer

Known to by said N. L. Brewer before me, and by him subscribed in my
presence, this 12th day of September A. D. 1883.

Sub

A. J. Stackhouse Notary Public Lucas Co. O.

Tiffin, Ohio, May 11th 1883.

Note

Thirty Days after date, for value received, we jointly or severally
promise to pay the National Exchange Bank, or order, at its office
in Tiffin, Ohio, Five Hundred Dollars, with 8 per cent interest after
maturity. And hereby authorize N. L. Brewer, or any Attorney at Law
in the United States, or elsewhere to appear before any Court of Record
after the above obligations become due, and waive the issuing and

"issuing of process
" we in favor of
" due, together
" errors, and
" our behalf,
" Due Aug 12 1883

Answer
4336

The National
of Tiffin, Ohio
Aga
P. J. Hyatt

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Entry
4336

The National
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P. J. Hyatt

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"issuing of process, and confess a judgment against us, or any of us, or either of
 " us in favor of the holder of this instrument, for the amount therein appearing
 " due, together with costs of suit, and thereupon to release all errors and writs of
 " errors, and reserve all right to appeal, second trial, and stay of execution in
 " our behalf, or in behalf of either of us.
 " Done August 12.¹² P. J. Hyatt, Trial

Answer
 4336
 The National Exchange Bank
 of Tiffin Ohio, Plaintiff
 Against
 P. J. Hyatt, Defendant

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

By virtue of the Warrant of Attorney attached to the foregoing Petition, I, Dominicus Piper, 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 National Exchange Bank of Tiffin, Ohio, Plaintiff against said P. J. Hyatt Defendant and, under the issuing and service of process therein, and confess a judgment in favor of the said Plaintiff against said P. J. Hyatt Defendant for the sum of Five Hundred, Three Dollars and Thirty Three 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 reserve all right of appeal.

Dominicus Piper, Defendant's Attorney

Entry
 4336
 The National Exchange Bank
 of Tiffin, Ohio, Plaintiff
 vs
 P. J. Hyatt, Defendant

Entry

This day came the said Plaintiff, The National Exchange Bank of Tiffin Ohio, and filed its petition against the said Defendant P. J. Hyatt and thereupon D. Piper one of the Attorneys of this Court appeared in open Court, in behalf of the said P. J. Hyatt, and by virtue of a Warrant of Attorney for that purpose executed and now produced to the Court and duly served under the issuing and service of process upon said Defendant P. J. Hyatt, instead the appearance of the said Defendant herein and confessed that the said P. J. Hyatt owes due to the said Plaintiff the said sum of Five Hundred and Three and ³³/₁₀₀ Dollars (\$503 ³³/₁₀₀) as alleged in his Petition and that the same bear interest at the rate of Eight per cent. It is therefore considered and adjudged by the Court that the said Plaintiff, The National Exchange Bank of Tiffin Ohio recover of the said Defendant P. J. Hyatt the said sum of Five Hundred and Three and ³³/₁₀₀ Dollars (\$503 ³³/₁₀₀) said sum so confessed to be due, that the same bear interest at the rate of eight per cent. And also all costs herein expended taxed to ~~the~~ and in default of payment that execution issue and by virtue of said warrant of Attorney all error is hereby released.

Attest J. P. Burgess Clerk.
 By A. R. Burgess Deputy.

Now before His Honor John A. Price, 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 of the Third Subdivision of the Southern District of
the State of Ohio, on the 10th day of September in the year of our Lord One
Thousand Eight Hundred and Eighty Three.

On the 14th day of September A. D. 1883 the following Petition and
Answer in English were filed with the Clerk of said Court:—

Petition
4340

Francis W. Robinson and Henry E. Robinson
Plaintiffs vs Robinson & Co. Defendants
Madison Williams, Surviving Partner of
Isaac M. Williams, deceased, Defendant.

State of Ohio, Union County ss.
In the Court of Common Pleas
Civil Action
Petition

Answer
4340

The plaintiff Francis W. Robinson
and Henry E. Robinson say they are partners in business and the
name by which they are commonly known is Robinson & Co.
On the 6th February A. D. 1883, and before and since that date the defendants
Madison Williams and now Isaac M. Williams—now deceased—were partners
in the business of running and repairing or the making machines, Steam engines
and other machinery. And for a part of their said partnership machinery they
gave the note with power of Attorney to confess judgment. Copy of which is
is hereto attached marked "A." On said 6th of February A. D. 1883, the
said Isaac M. Williams and Madison Williams made and delivered
to plaintiff their said note and thereby for value received jointly and severally
promised to pay plaintiff or order the sum of One Hundred and Seventy
One and no Dollars on or before the 1st day of August 1883, with interest
thereon from date at eight per cent per annum. No part of said note or the
interest thereon has been paid and there is due said plaintiffs from said
Madison Williams, as surviving partner and on his joint and several
contract on said note the sum of One Hundred and seventy-one and
no Dollars, which they claim with interest at eight per cent per annum
from the 6th day of February A. D. 1883, and for which and costs herein the
plaintiffs ask judgment against said Madison Williams as surviving
partner and individually.

H. C. Sweet & Sweet, Attorneys for Plaintiff

State of Ohio

Union County ss. John O. Sweet being sworn says he is one of plaintiffs
attorneys in the foregoing action duly authorized in the premises and said
plaintiff are both now residents of and are now absent from said County
and the facts stated in the foregoing pleading are true as affiant believes
John O. Sweet

Signed in my presence and sworn to before me this 14th day of September 1883
J. D. Burger, Clerk.

Note. \$171.00

" On or before August 1st 1883, the Subscribers of Rushsylvania P. O. "
" Logan County, and State of Ohio, promise to pay to Robinson & Co. or "
" order One Hundred and Seventy One and ⁰⁰/₁₀₀ Dollars, payable at "
" the Bellefontaine National Bank, Bellefontaine, Ohio, for value received "
" with interest at 6 per cent from date and eight per cent after maturity, and "
" we hereby authorize any Attorney at law to appear for us in any action "

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"on this note at any time after maturity thereof in any Court of Record, in the State
 of Ohio, waive the issuing of service of process against us and confess judgment
 in favor of the holder hereof against us for the amount which may be due, with
 costs of suit and to waive and release all errors in said proceeding and petition
 no error.
 Witness John Kautzman,
 Isaac M. Williams
 Madison Williams "

Answer Francis W. Robinson and Henry E. Robinson
 Partners - Robinson and Co. Plaintiffs
 vs
 Madison Williams, Surviving partner of
 Isaac M. Williams, deceased, Defendant
 In Court of Common Pleas
 Wood County, ss.
 Defendant's Answer

And now comes Madison Williams
 the above named Defendant, by the undersigned his Attorney, and waives
 the issuing and service of process in this case, and consents that judgment
 be entered herein in favor of the above named Plaintiff, the holder of the
 note described in Plaintiffs petition and against the above named Defend-
 ant for the sum of One Hundred and Seventy-nine Dollars and Eighty-five
 Cents, the amount appearing due for principal and interest on said note
 and also consents that judgment be entered in the same manner against
 Defendant for costs of this action, and 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. September 14th A. D. 1883
 J. D. Cameron Atty for Def't.

Entry Francis W. Robinson, and Henry E. Robinson
 Partners as Robinson and Co. Plaintiffs
 vs
 Madison Williams, Surviving partner of
 Isaac M. Williams, deceased, Defendants
 Entry

This day came the Plaintiffs by
 K. Overstreet & Sonnet Attorneys, and thereon came J. D. 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 Plaintiff as is alleged in said Plaintiffs petition, the
 sum of \$179⁸⁵. It is therefore considered that said Plaintiffs do recover of
 said Defendants the said sum of \$179⁸⁵ so as aforesaid confessed to be
 due, together with costs of suit herein, to be taxed and with interest to be
 computed at the rate of eight per cent per annum. And by virtue of
 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. Cameron Clerk,
 By A. R. Buegan Deputy

Now before His Honor, John A. Rice Judge of a Court of Common Pleas begun and held at the Court House in the Town of Maumville within and for the County of Union of the Third Subdivision of the Fifth Judicial District of the State of Ohio on the 10th day of September in the year of our Lord One Thousand Eight Hundred and Eighty Three.

On the 10th day of September A. D. 1883 the following petition and answer were filed with the Clerk of said Court:-

Petition
4335

John C. Johnston Plaintiff
vs.
Francis Merchante, D. C. Merchante
and W. C. Merchante, Defendants

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

Answer
4335

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John C. Johnston Plaintiff says that the Defendants, Francis Merchante, D. C. Merchante and W. C. Merchante on or about the 15th day of February A. D. 1883 executed and delivered to the said Plaintiff, their Promissory Note, of that date, together with a Warrant of Attorney, which Promissory Note and Warrant of Attorney are hereto attached, marked Exhibit "A" and made a part of this Petition. Said Plaintiff further says that said Promissory Note is due and unpaid, that he is the legal owner and holder thereof and that there is still due him from said Defendant the sum of One Hundred and Forty-six Dollars and Fifty Two Cents, with interest at the rate of 8 per centum per annum, from the 15th day of February A. D. 1883. Wherefore the Plaintiff asks judgment against said Defendants for the sum of One Hundred and Forty-six Dollars and Fifty Two Cents, with interest thereon at the rate of 8 per centum per annum from the 15th day of February, A. D. 1883, and for Costs of Suit.

J. Johnston, Attorney for himself

The State of Ohio }
Union County, ss. }

Affidavit

J. C. Johnston being duly sworn says that he is the Plaintiff, and that he truly believes the statements contained in the foregoing Petition are true, in substance and in fact.

J. C. Johnston

Sworn to by said J. C. Johnston, before me, and by him subscribed, in my presence, this 10th day of September, A. D. 1883.

J. D. Baugher, Clerk.

Note \$ 146³² Six months after date, for value received, we jointly and severally promise to pay J. C. Johnston or Order, One Hundred and Forty Six and ³²/₁₀₀ Dollars with interest at 8 per cent per annum, after date until paid, interest to become due and payable on the first day of each and every year after date, and if the interest is not paid when due then the same is to draw interest, after due, at 8 per cent per annum, until paid. And we hereby authorize and empower any Attorney at Law of any Court of Record, at any time after the above note becomes due, to appear for us, or any of us, without process in any Court of Record in the State of Ohio, or elsewhere, and confess a judgment for the said amount, interest and costs, in favor of the payee, legal holder, donee or assignee hereof, and release all errors which may accrue in the execution of such judgment. And we also release the right of appeal, the right of execution, and the power and privilege to hold

Entry
4335

J. C. Johnston
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" exempt from execution, any personal or real property belonging to us, or either of us, at and after the date of such judgment; and we, said attorney in being authorized to enter such release in said judgment.

" Witness our hands and seals this 15th day of February A. D. 1883
" Done Aug. 15th 1883.

Isaiah E. Manchester Seal O. C. Manchester Seal
" W. C. Manchester Seal "

" Indorsed: - "Isaiah E. Manchester, Note # 146³², Done August 15th 1883 "

Answer J. C. Johnston, Plaintiff
4335- Against

Isaiah Manchester, O. C. Manchester
and W. C. Manchester, Defendants

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

By virtue of the Warrant of Attorney attached to the foregoing Petition, J. E. Cole, an Attorney at Law in the several Courts of Record in the State of Ohio, duly enters an appearance for the said Defendants, at the suit of J. C. Johnston, Plaintiff against said Isaiah Manchester, O. C. Manchester and W. C. Manchester Defendants and waives the issuing and service of process thereon, and confers a judgment in favor of the said J. C. Johnston against said Isaiah Manchester, O. C. Manchester and W. C. Manchester for the sum of One Hundred and Fifty Two Dollars and Ninety-six 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 reserve all right of appeal

E. E. Cole, Defendants' Atty.

Entry J. C. Johnston Plaintiff
4335- Against

Isaiah Manchester, O. C. Manchester
and W. C. Manchester, Defendants

Entry.

This day came the Plaintiff, Attorney for himself and Messrs. J. E. Cole, one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of Attorney, confers that there is due from said Defendant to said Plaintiff, as is alleged in said Plaintiff's petition, the sum of One Hundred and Fifty-two and ⁹⁶/₁₀₀ Dollars. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of One Hundred and Fifty-two and ⁹⁶/₁₀₀ 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. C. Burgess Clerk
By A. R. Burgess, Deputy

Then before His Honor John A. Price Judge of a Court of Common Pleas
begun and held at the Court House in the town of Maconville, within and
for the County of Wayne of the Third Subdivision of the Sixth Judicial District
of the State of Ohio on the tenth day of September in the year of our Lord
One Thousand Eight Hundred and Eighty Three.

On the 3rd day of October A. D. 1883, the following Petition and Answer
in Equity were filed with the Clerk of said Court:-

The State of Ohio }
Wayne County ss. } In the Court of Common Pleas.
T. L. Koon, Plaintiff

4358

Petition

J. O. Kitchener, Defendant. Civil Action for Money Only.
T. L. Koon, the above named Plaintiff says
there is due to him from J. O. Kitchener, Defendant, on a promissory note
made by the Defendant, a copy of which, subscribed "H" is hereto attached, dated
the 24th day of September, A. D. 1882 a copy of which note, with the amount of
Attorney's fees annexed, is hereto attached, the sum of Six Hundred Dollars
with interest thereon at seven per cent per annum from the 24th day of September 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 and no payment has ever been
made thereon except the interest \$42⁰⁰ for one year to Sept. 24th 1882. Whereupon
the Plaintiff asks judgment against said Defendant for the sum of Six
Hundred Dollars with interest at seven per cent per annum from the
24th day of September A. D. 1882.

Robertson & Seavey, Plaintiff's Attorney.

The State of Ohio }
Wayne County ss. } J. O. Sweet one of Plaintiff's attorneys duly authorized
in the premises being duly sworn says he believes the statement in the
foregoing petition to be true. He further says that the said Plaintiff is
a non-resident of said Wayne County and is now absent therefore

J. O. Sweet.

Subscribed by J. O. Sweet in my presence, and sworn to by him before me
the 3rd day of October A. D. 1883.

J. Q. Burgess Clerk of Courts

Note " \$600⁰⁰ One year after date, for value received, one jointly and
" severally promise to pay T. L. Koon of Bellefontaine Ohio, or order
" Six Hundred Dollars with interest at seven per cent per annum from
" date until paid, payable at The Peoples National Bank, of Bellefontaine
" town, Ohio. And we hereby authorize and empower any Attorney at
" Law of any Court of Record, at any time after the above note becomes
" due, to appear for us or any of us without process in any Court of
" Record in the State of Ohio or elsewhere, and confess a judgment for
" the said amount interest and cost, in favor of the legal holder indorsee
" or assignee hereof and release all errors which may accrue in the pro-
" cess of such judgment. And we also release the right to 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 said release in such judgment

" Witness
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Witness our hands and seals, this 24th day of September A. D. 1881.
" J. O. Kitchin, Seal
" September 1st 1882 Interest \$42.⁰⁰ paid on petition note for one year.

Case
4358

S. W. Koon Plaintiff
vs.
J. O. Kitchin, Defendant

In Court of Common Pleas
State of Ohio, Western District, ss.
Defendants Answer.

And now comes J. O. Kitchin the above named Defendant, by the undersigned P. B. Cole Attorney and since 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 Six Hundred and Thirty Three Dollars and 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 Defendant's right to appeal and to the approval of said state record, or by virtue of any execution issued on the judgment in this case, is hereby waived.
October 3rd A. D. 1883. P. B. Cole Atty. for Defendant.

Entry
4358

S. W. Koon, Plaintiff
vs.
J. O. Kitchin, Defendant

Entry

This day came the Plaintiff by Comstock and Sweet his Attorneys and thereupon came P. B. Cole one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly sworn, waived the issuing and service of process, and entered appearance of said Defendant herein and by virtue of the same warrant of Attorney confessed that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiff's petition, the sum of Six Hundred and Thirty Three and ⁰⁵/₁₀₀ Dollars. It is therefore considered that said Plaintiff do receive of said Defendant the said sum of Six Hundred and Thirty Three and ⁰⁵/₁₀₀ Dollars as above said, confessed to be due, together with costs of writ herein, to be taxed, and with interest to be computed at the rate of seven per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right to appeal, and all right to file a petition in error are waived.

Attest J. P. Burgess Clerk
By A. R. Burgess, Deputy

Then before His Honor John A. Rice, Judge of a Court of Common Pleas
trann and held at the Court House, in the Town of Marysville within and for
the County of Marion of the Third Sub-division of the First Judicial District
of the State of Ohio on the tenth day of September in the year of our Lord
One Thousand Eight Hundred and Eighty Three. On the 27th day of Sept-
A. D. 1883, the following Petition and Answer in Cognovit were filed with the
Clerk of said Court:-

Petition
4354
The State of Ohio
Marion County ss.
Bank of Richmond Plaintiff
vs.
J. D. Graham, John Davis and
J. H. Graham, Defendants.

In The Court of Common Pleas.

Petition

Civil Action for Money Only.

The Bank of Richmond the above named
plaintiff says it is a copartnership formed for the purpose of carrying on
business within the State of Ohio and not incorporated, and says that
there is due to it from J. D. Graham, John Davis and J. H. Graham De-
fendants, on a promissory note made by the Defendants J. D. Graham, John
Davis and J. H. Graham dated the 21st day of July A. D. 1883, which note, with
the amount of Attorney Fees annexed, is here attached, the sum of Five Hun-
dred and Sixty-three Dollars, with interest thereon, at 8 per cent from the 27th
day of September A. D. 1883. 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 judgment against said Defendants for the sum of Five
Hundred and Sixty Three Dollars, with interest at 8 per cent from the 27th
day of September A. D. 1883.

S. W. Van Winkle Attorney for Plaintiff.

The State of Ohio
Marion County ss. S. W. Van Winkle Attorney for Bank of Richmond, being
duly sworn says that he is a duly authorized Attorney for said Bank and
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 that said instrument is now in affiant's possession.

S. W. Van Winkle

Subscribed by S. Van Winkle in my presence, and sworn to by him before
me, this 27th day of September A. D. 1883

J. Q. Dugger, Clerk

Note
" \$ 600⁰⁰ One year after date, for value received, we jointly and severally"
" promise to pay Nancy Erskins or order, Six Hundred Dollars with interest"
" at the rate of 8 per cent per annum, on all unpaid principal and interest, until"
" paid; interest to be computed every year, with five per cent, attorney fee, if collected."
" And we, or either of us, do hereby authorize and empower any Attorney of "
" any Court of Record in the State of Ohio, or elsewhere, to waive the issuing "
" and service of process, and appear for us, or either of us, in any of said "
" Courts, at any time after the above note becomes due, and confess "
" judgment thereon, against us, or either of us, in favor of the payee or "
" endorser hereof, for the sum due on said note, with the interest and "
" costs of suit; said judgment to draw the note of interest specified in "
" note, after conclusion until paid. We do also hereby waive all right of "

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" 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 mine"
 " that may accrue in the rendition of said judgment and all right to sue, out"
 " any writ of error; and our said Attorney, is hereby authorized to enter such release"
 " in said judgment. Witness our hands and state this 31st day of July, 1882"
 " P. O. Address Richmond, " J. L. Graham, Seal" " John Lewis, Seal" "
 " " " " " J. H. Graham, Seal" "
 Indorsed on back of note: - " Nancy ^{the} Oakins" Witness " B. D. Talavage"
 " Received on the within \$87 ^{re} _{mark} January the 11th 1883

4354

The Bank of Richmond Plaintiff
 vs.
 J. L. Graham, John Lewis and
 J. H. Graham Defendants.

In Court of Common Pleas
 Union County, W. Va.
 Defendants Answer

And now comes J. L. Graham, John Lewis and J. H. Graham the above named Defendants by the undersigned T. B. Fultons Attorney, and receive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff the holder of the note described in Plaintiffs petition, and against the above named Defendant for the sum of Five Hundred and Sixty three 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 issues are hereby released, and Defendants right to appeal, and to the approval of real estate levied on by virtue of any execution issued on the judgment in this case, is hereby waived.

September 27th A. D. 1883.

T. B. Fultons, Atty. for Def. to
Attorney at Law

Entry
4354

Bank of Richmond Plaintiff
 vs.
 J. L. Graham, John Lewis and
 J. H. Graham, Defendants.

Entry

This day came the Plaintiff by S. W. Mann Winkle Attorney, and thereupon came T. B. Fultons one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendants herein and by virtue of the same warrant of Attorney, confesses that there is due from said Defendants to said Plaintiff as is alleged in said Plaintiffs petition the sum of \$563⁰⁰. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of \$563⁰⁰ 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 issues are released and all right of appeal and all right to file a petition in error are waived

Attest J. Q. Burgess Clerk
 By A. R. Burgess, Deputy

Plas before His Honor John A. Rice, 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 of the Third Subdivision of the South Judicial District of the State of Ohio on the first day of September in the year of our Lords One Thousand Eight Hundred and Eighty Three. On the 28th day of December A.D. 1883, the following Petition and Answer in Opposition were filed with the Clerk of said Court: The Peoples Bank of Mansfield O, Offt.

Petition 4307

vs. J. W. Mahaffey & H. S. Stamets, Defendants. The State of Ohio, Union County, ss. In the Court of Common Pleas. The plaintiffs say that they are a copartnership formed for the purpose of doing business within the State of Ohio and not incorporated. Plaintiffs further say that the Defendants J. W. Mahaffey and H. S. Stamets on or about the 28th day of August A.D. 1883, executed and delivered to the said Plaintiffs their Promissory Note of that date together with a Warrant of Attorney, a copy of 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 still due from said Defendants the sum of One Hundred Dollars with interest at the rate of Eight per centum per annum from the 27th day of September A.D. 1883. Wherefore, the Plaintiffs ask judgment against said Defendants for the sum of One Hundred Dollars with interest thereon at the rate of eight per centum per annum, from the 27th day of September A.D. 1883, and for Costs of Suit.

A. T. Carpenter Plaintiffs Attorney.

Affidavit

The State of Ohio Union County, ss. A. T. Carpenter 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.

A. T. Carpenter.

Sworn to by said A. T. Carpenter before me and by him subscribed in my presence, this 27th day of December A.D. 1883.

J. D. Rungner Clerk.

State

" \$ 100.⁰⁰ Mansfield Ohio, August 28th 1883 "

Exhibit A

" This Ours after date, our principal debtors, we jointly and severally promise to pay to The Peoples Bank, or order, at their office in Mansfield Ohio, One Hundred Dollars for value received, and we hereby dispense with the demand of payment of this note, and authorize any Attorney at Law to appear for us or either of us, at any time after the same shall become due in any Court of Record in the State of Ohio or elsewhere, and waive the joining 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 rights of appeal in this behalf. Witness our Hands and Seals, this 28th day of Aug. 1883.

J. W. Mahaffey Seal H. S. Stamets Seal

Answer 4307

The Peoples Bank of Mansfield Ohio

Entry 4307

The Peoples Bank of Mansfield Ohio

Attorney J. W. Mahaffey executed the instrument. There is a Plaintiff. It is the same as above, paid, paid, and are released in error.

1883
4307

The Peoples Bank (of Mansfield, O.) Plffs.
Against
J. W. Mahaffey and H. S. Starns Defs.

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

By virtue of the Warrant of Attorney attached to the foregoing Petition, J. S. B. Boston, an Attorney at Law in the several Courts of Record in the State of Ohio, hereby enters an Appearance for the said Defendants, at the suit of The Peoples Bank (of Mansfield, Ohio), Plaintiffs, against said J. W. Mahaffey and H. S. Starns, Defendants and Waives the issuing and service of process herein and Confers a Judgment in favor of the said The Peoples Bank against said J. W. Mahaffey and H. S. Starns for the sum of One Hundred and Two (\$102⁰⁰) Dollars @ 8 percent interest 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 receive all right of appeal.

J. S. B. Boston Defendant's Attorney

Entry
4307

The Peoples Bank (of Mansfield, O.) Plffs.
against
J. W. Mahaffey and H. S. Starns, Defs.

Entry

This day came the Plaintiff by their Attorney, A. J. Carpenter and thereupon came J. S. B. Boston, 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 process, waived the issuing and service of process and entered appearance of said Defendants herein, and by virtue of the same warrant of Attorney, confers that there is due from said Defendants to said Plaintiff as is alleged in said Plaintiff's petition, the sum of One Hundred and Two Dollars (\$102⁰⁰) It is therefore considered that said Plaintiff do recover of said Defendants the said sum of One Hundred and Two Dollars (\$102⁰⁰) so as aforesaid conferred 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. Q. Burgher, Clerk.
By A. R. Burgher, Deputy

Now before His Honor John A. Price, Judge of a Court of Common Pleas before and held at the Court House in the town of Marysville within and for the County of Wayne of the State of Ohio...

Petition 4404

S. M. & A. J. Blake Plaintiffs

Court of Common Pleas, Wayne County, Ohio

J. M. Hopkins & H. O. Hopkins, Defts

Petition

The Plaintiffs say that on the 25th day of May 1883, the said Defendants J. M. Hopkins and H. O. Hopkins executed and delivered to the plaintiffs their promissory note of that date, together with a warrant of attorney which note and warrant is hereto attached, marked "Exhibit A" and made a part of this petition...

P. R. Howe Attorney for Plaintiffs

The State of Ohio

Wayne County, ss. P. R. Howe being sworn says that he is the Atty for said Plaintiffs that action is brought on this petition...

Done before me and subscribed in my presence this 26th day of Dec. 1883.

J. C. Burgess, Clerk.

Note

\$367 2/3 Six months after date, for value received, we jointly and severally promise to pay S. M. & A. J. Blake, or order Three Hundred and sixty seven and 2/3 Dollars with interest at the rate of 8 per cent per annum...

Exhibit A

Witness... State... \$80 00... no to pay... per cent... attorney... any... the... said... must... the... to draw... also... privilege... ing to... duties of... Attorney... Witness... Indorsed... S. M. &... 4404... J. M. H... the Atto... hereto att... C. H. Worke... judgement... and H. O... Dollars (4... on paid p... and eight... Entry... S. M. A... 4404... J. M. & G... Attorney... who by vide... and de... of said... due from... of \$467 2/3... sum of \$467... paid and... by order of... all right... Cross-Bl... H. O. Ho...

Witness our hands and seals at Richmond Ohio, this 25th day of May 1853
 J. M. Hoskins Seal H. C. Hoskins Seal
 \$ 80⁰⁰ From moneys after date, for value received we jointly and severally promise
 to pay Hill & Coles and Co, or order Eighty Dollars with interest at the rate of 8
 per cent per annum until paid; interest to be computed every year, with 5 per cent
 attorney fee, if collected. And we, or either of us, do hereby authorize and empower
 any Attorney of any Court of Record, in the State of Ohio, or elsewhere, to receive
 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 confer judgment
 and decree, against us or either of us, in favor of the party or parties 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 condition until paid. We do
 also hereby waive all right of appeal, the stay of execution, the process and
 privilege to hold exempt from execution any personal or real property belong-
 ing to us, or either of us, and release all errors that may occur in the pro-
 ceedings of said judgment and all right to sue, put any suit of record; and our said
 Attorney is hereby authorized to enter such release in said judgment
 Witness our hands and seals at Richmond, Ohio this 16th day of July 1853
 J. M. Hoskins Seal H. C. Hoskins Seal

Indorsed: "Pay to S. M. & A. J. Blake or order, Hill & Coles & Co.
 S. M. & A. J. Blake, Plaintiffs
 4404

State of Ohio, Union County ss.
 Court of Common Pleas
 And now comes J. S. M^r: Campbell one of
 the Attorneys of Record of this Court, and by virtue of the warrant of Attorney
 hereto attached, enters the appearance herein of said Defendants, J. M. & H.
 C. Hoskins and receives the issuing of process and service therein and confers
 judgment in favor of said S. M. & A. J. Blake against the said J. M. Hoskins
 and H. C. Hoskins for the sum of Four Hundred and Sixty Seven, and 7/10
 Dollars (467^{7/10}) being the amount appearing to be due for principal and interest
 on said promissory notes, and also for costs of suit and all errors are released
 and right of appeal waived
 J. M. M^r: Campbell, Atty for Defendants

Entry
 S. M. & A. J. Blake Plaintiffs
 4404
 J. M. & H. C. Hoskins Defts. This day came the Plaintiffs by P. R. Blevins their
 Attorney and thereupon came J. S. M^r: Campbell 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 served, received the issuing and service of process and entered appearance
 of said Defendants herein, and by virtue of the same warrant of Attorney confers that there is
 due from said Defendants to said Plaintiffs as is alleged in said Plaintiffs petition, the sum
 of \$ 467^{7/10}. It is therefore concluded that said Plaintiff do receive of said Defendants the said
 sum of \$ 467^{7/10} so as aforesaid, confessed to be due, together with costs of suit herein to be
 paid 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. And it is further ordered by the
 Court that this judgment be entered against J. M. Hoskins as principal and
 H. C. Hoskins as surety.

Attest J. Q. Burgess Clerk, By A. R. Burgess Deputy

Plas before His Honor John A. Rice Judge of a Court of Common Pleas, Peace and held at the Court House in the town of Mansfield within and for the County of Union of the said Subdivision of the South Judicial District of the State of Ohio on the tenth day of September in the year of our Lord One Thousand Eight Hundred and Eighty Three. On the 28th day of December A. D. 1883, the following Petition and Answer were filed with the Clerk of said Court:-

Petition
4306

In the Court of Common Pleas of Union County, Ohio,
O. Aultman & Co., Plaintiffs
vs.
Joseph Rodgers, Defendant.

Petition

The said Plaintiffs, O. Aultman & Co. say that they are incorporated, duly incorporated under the Laws of Ohio and doing business in the State of Ohio under the incorporate name of O. Aultman & Co. That the defendant Joseph C. Rodgers on or about the 26th day of July A. D. 1882 executed and delivered to said Plaintiffs his promissory note of that date together with a warrant of Attorney which promissory note and warrant of Attorney or copies thereof are hereto attached, marked "Exhibit A" and made a part of this petition. Said 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 to them from said defendant the sum of One Hundred and Twenty Five Dollars with interest thereon from July 26th 1882. Therefore the plaintiffs ask judgment against said defendant for the sum of One Hundred and Twenty Five Dollars with interest thereon from July 26th 1882 at 8 per cent from date payable annually and for costs of suit.

J. B. Benton, Attorney for Plaintiff.

Affidavit

State of Ohio

Union County ss. J. B. Benton being duly sworn says that he is the Attorney of said Plaintiffs. That this action is brought upon an instrument in writing for the unconditional payment of money, to wit 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 fact.

J. B. Benton

Sworn to by said J. B. Benton before me and by him subscribed in my presence this 28th day of December A. D. 1883.

J. Q. Burgess Clerk

Notes

" #125.00

Mansfield Ohio July 26th 1882

" Exhibit A "

On or before the first day of November 1883, for value received in full of the undersigned, of Paris Township, County of Union State of Ohio, promise to pay to the order of O. Aultman & Co., (an incorporated company under the General Laws of the State of Ohio,) of Canton, Ohio, One Hundred and Twenty Five Dollars payable at the office of J. B. Benton with interest at eight percent per annum from date until maturity, and interest at eight percent per annum from maturity until paid. And I consent and agree that after this obligation shall become due, the time of payment thereof may be extended from time to time, by any one or more of us without the knowledge or consent of the other, or others of us, and in case of execution, we and each of us shall and will remain liable hereon, as if no such extension had been made, and I hereby authorize any attorney at law to appear in any Court of Record in the United States, after this obligation becomes due, and waive the issuing and service

Answer
4306

" of peace
" holder
" sheriff
" Mayor
" -Widow

10. Aultman
Joseph Rodgers

the foregoing
Record, at the
judgment
Rodgers
Wants, I
see said
release

Entry
4306

10. Aultman
Joseph Rodgers

Attorney
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" of process and confer a judgment against me, or either or any of me, in favor of the
 " holder hereof for the amount due, together with costs of suit, and
 " therefore he releases all errors and waives all right of appeal and exceptions
 " Mansfield, Union Co., State of Ohio
 " Witness T. B. Benton - Joseph M. Rodgers, (Seal)

Quincy
4306

D. Cullinan & Co. Plaintiffs
vs.
Joseph M. Rodgers, Defendant

In the Court of Common Pleas of Union County Ohio
Quincy

By virtue of the warrant of Attorney attached to the foregoing Petition I, W. F. Hoopes an Attorney at Law of the several Courts of Record in the State of Ohio hereby enter an appearance for the said defendant at the suit of D. Cullinan & Co. Plaintiffs against said Joseph M. Rodgers Defendant and receive the issuing and service of process therein and confer a judgment in favor of the said D. Cullinan & Co. against said Joseph M. Rodgers for the sum of One Hundred and Thirty-nine Dollars and fifteen Cents. Damages being the amount appearing due for principal and interest on said promissory note and also for the costs of suit and I do hereby release all errors and waive all right of appeal.

W. F. Hoopes Attorney for Defendant.

Quincy
4306

D. Cullinan & Co. Plaintiffs
vs.
Joseph M. Rodgers, Defendant

Quincy

This day came the Plaintiffs by T. B. Benton Attorney and therefrom came W. F. Hoopes 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 process, arrived the issuing and service of process, and entered appearance of said Defendant herein and by virtue of the same warrant of Attorney, confers that there is due from said Defendant to said Plaintiffs as is alleged in said Plaintiffs petition, the sum of One Hundred and Thirty-nine and ¹⁵/₁₀₀ Dollars (\$139.¹⁵/₁₀₀) It is therefore considered that said Plaintiff do recover of said Defendant the said sum of One Hundred and Thirty-nine and ¹⁵/₁₀₀ Dollars (\$139.¹⁵/₁₀₀) 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. Q. Bugner Clerk
By A. R. Bugner, Deputy

Then before Hon. Wm. John A. Rice, Judge of a Court of Common Pleas
trane and held at the Court House in the Town of Mansfield, within and for the
County of Union of the Third Subdivision of the Sixth Judicial District of the
State of Ohio on the tenth day of September in the year of our Lord One Thou-
sand Eight Hundred and Eighty Three. On the 15th day of December A. D.
1883, the following Petition and Answer in Legavit were filed with the Clerk of said Court-
which made as follows:-

Petition
4396 James B. Morris, Administrator of
Lewis Joliff, Decedent, Plaintiff
vs.
James N. Chapman & D. R. White Defs

The State of Ohio Union County, ss.
In the Court of Common Pleas.
Civil Action for Money Only.

Plaintiff says that on the day of 1883
he was duly appointed and qualified and letters were granted to him as ad-
ministrator of Lewis Joliff decedent by Probate Court of Union County Ohio, The
above named Plaintiff says that there is due to him as said Administrator from
James N. Chapman and D. R. White Defendants, on a promissory note, made
by the Defendants to said Lewis Joliff during his lifetime dated the 11th day of
October A. D. 1881, which note with warrant of Attorney thereto annexed, is hereto
attached, the sum of Three Hundred Dollars with interest thereon at eight percent
from the 11th of October A. D. 1881. The Plaintiff further says that as said Adminis-
trator he is the legal owner and holder of said note, that the same is due
and unpaid. Whereupon, the Plaintiff asks judgment against said Defendant
for the sum of Three Hundred Dollars, with interest at 8 per cent annum from
the 11th day of October A. D. 1881, payable annually.

Robinson and Piper Attorneys for Plaintiff

The State of Ohio
Union County, ss.

D. Piper being duly sworn, says he is one of the Attorneys
of the above named Plaintiff and says that he believes the statements in the
foregoing Petition to be true. He further says that the above petition is founded
upon a written instrument for payment of money duly made in the possession
of this affiant

D. Piper

Subscribed by D. Piper in my presence, and sworn to by him before me, this 15th
day of December A. D. 1883.

J. D. Bourgeois Clerk

Note
" \$300.⁰⁰ One year after date, for value received, we jointly and severally"
" promise to pay Lewis Joliff, or Heirs Three Hundred Dollars with interest"
" at the rate of 8 per cent per annum; interest to be computed every year, with 5"
" per cent attorney fee, if collected. And we, or either of us do hereby authorize any"
" Attorney of any Court of Record in the State of Ohio, or elsewhere, to receive 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 confer judgment "
" thereon against us or either of us in favor of the payee or endorser hereof for "
" the sum due on said note with all interest and costs of suit; said judgment to "
" draw the rate of interest specified in note, after rendition until paid. We do "
" also hereby waive all right of appeal, the stay of execution, the power and priority "
" he holds exempt from execution any personal or real property belonging to us or "
" either of us, and release all error that may accrue in the rendition of said "
" 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

" Wilson
" P. O.
Answer James
4396 Lewis J
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" Witness and Grand Jury Seal at Richmond this 11th day of October 1881
" P. O. Address Richmond, Ohio.

James A. Chapman Seal
D. R. White Seal

Answer James B. Norris, Administrator of
4396 Denis Joliff Deceased, Plaintiff

vs. James A. Chapman & D. R. White Defts.
Ans. Court of Common Pleas, Union Co. ss.
Defendants Answer.

And now come James A. Chapman and D. R. White the above named Defendants, by the undersigned Jas. S. Mc Campbell, Attorney; and waive the issuing and service of process in this case and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiffs petition and against the above named Defendants, for the sum of Three Hundred and Fifty-five Dollars and Five Cents, the amount appearing due for principal and interest on said note and also consent that judgment be entered in the same manner against Defendants for costs of this action and all errors are hereby released and Defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case, is hereby waived.

J. S. Mc Campbell Attorney for Defendant

Entry James B. Norris, Administrator of
4396 Denis Joliff Deceased, Plaintiff

Entry

vs. James A. Chapman & D. R. White Defts.

This day came the Plaintiff by Robinson & Piper Attorneys and thereupon came Jas. S. Mc Campbell one of the Attorneys of Record of this Court, duly sworn, and 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, confessed that the sum due from said Defendants to said Plaintiff, as is alleged in said Plaintiffs petition, the sum of Three Hundred and Fifty-five and ⁰⁰/₁₀₀ Dollars. It is therefore considered that said Plaintiff do recouse of said Defendants the said sum of Three Hundred and Fifty-five and ⁰⁰/₁₀₀ 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 of appeal, and all right to file a petition in error are waived.

Attest J. P. Burgner Clerk.
By A. R. Burgner, Deputy

Then before His Honor John A. Rice 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 Third Judicial District of
the State of Ohio on the tenth day of September in the year of our Lord One
Thousand Eight Hundred and Eighty Three. On the 15th day of
December A. D. 1883, the following Petition and Answer in Regard were filed
with the Clerk of said Court:

Petition
4397

Joseph H. Owen, Plaintiff
vs.
N. D. DeGood & Abundia DeGood, Defs.

State of Ohio Union County ss.
In Court of Common Pleas
Civil Action for Money Only
Joseph H. Owen the above named Plaintiff

says that there is due to him from N. D. DeGood and Abundia DeGood
Defendants, on a promissory note made by the Defendants dated the 6th day of
March A. D. 1882, which note, with the warrant of Attorney thereto annexed, is hereto at-
tached, the sum of One Hundred Dollars, with interest thereon at eight per cent
from the 6th day of March A. D. 1882. The Plaintiff further says that he is legal owner
and holder of said note, that the same is due and unpaid and that Defendants
are entitled to credit of Ten Dollars of Date Dec. 15th 1882. Whereupon the Plaintiff asks
judgment against said Defendant for the sum of One Hundred and Three Dollars
and Thirty two cents, with interest at 8% per annum from the 15th day of December
A. D. 1883, payable annually

Robinson & Piper Plaintiffs Attorneys.

The State of Ohio
Union County ss.

D. Piper, one of the Attorneys, duly authorized, 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 Promissory note is now
in his possession

D. Piper

Subscribed by D. Piper in my presence, and sworn to by him before me, this
15th day of December A. D. 1883.

J. Q. Bruggier, Clerk.

Note " \$100⁰⁰

Marysville, Ohio, March 6th 1882 "

" Five months after date, as principal debtors, we jointly and
" severally promise to pay to the order of Joseph H. Owen, One Hundred
" Dollars for value received, with eight per cent interest from date. And we bind
" by dispute 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 every 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
" and waive all right of Appeal in this behalf.

" Witness our hands and seals this 6th day of March 1882,

" N. D. DeGood Seal

" Abundia J. DeGood Seal

" Indorsed: - J. DeGood. Note One Hundred Dollars (\$100⁰⁰)
" December 15th 1882, Paid on within note Ten Dollars (\$10⁰⁰).
"

Answer
4397

Joseph H.
N. D. DeGood

Answer
and sworn
judgment
of the
Defendant
two Dollars
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DeGood, a
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Entry

Joseph H.
N. D. DeGood

Piper his
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Case No
4377

Joseph H. Crane Plaintiff

A. D. DeGood & Almida J. DeGood Defs

In Court of Common Pleas, Union County, ss.
Defendants Answer.

And now come A. D. DeGood and Almida J. DeGood the above named Defendants by Jas. S. M^r. Campbell Atty and advise 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 Three Dollars and Thirty two Cents; the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendants for costs of this action, and all errors are hereby waived, and Defendants right to appeal, and to the appraisal of real estate, and by virtue of any execution issued on the judgment in this case, is hereby waived. December 15th A. D. 1882.

Jas. S. M^r. Campbell Atty for Def't.

Entry

Joseph H. Crane, Plaintiff

A. D. DeGood & Almida J. DeGood, Defs.

Entry

This day came the Plaintiff by Robinson's Paper his Attorney, and Thompson came for S. M^r. Campbell 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, advised 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 One Hundred and Three and ³²/₁₀₀ Dollars (\$103.³²/₁₀₀). It is therefore considered that said Plaintiff do receive of said Defendants the said sum of One Hundred and Three and ³²/₁₀₀ Dollars, so as aforesaid confessed to be due together with costs of such service, to be taxed and with interest to be computed at the rate of 8 per centum per annum payable annually. And by virtue of said warrant of Attorney, all errors are waived, and all right of appeal, and all right to file a petition in error are waived.

Attest J. D. Bingham Clerk.
By A. R. Bingham, Deputy

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10.00) "
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Plas 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 Mercer of the State of Ohio on the tenth day of September in the year of our Lord One Thousand Eight Hundred and Eighty Three.

On the 3rd day of January A. D. 1884, the following Petition and Answer in Cognovit were filed with the Clerk of said Court:

William O. Aultman & Co. Plaintiffs

4416

vs.

J. W. Betts, Defendant

In the Court of Common Pleas of Mercer County, Ohio
Petition

The plaintiff says that it is an Incorporated Company doing business in the State of Ohio and under the Laws of Ohio and doing business under the incorporate name of W. Oultman & Co. and the said Plaintiff complains of the said defendant J. W. Betts for that the defendant on or about March 22nd 1882, executed and delivered to said Plaintiff his Promissory Note of that date together with a Warrant of Attorney which promissory note and warrant of attorney or copies thereof are hereto attached marked Exhibit A and made a part of this Petition. Said plaintiff further says that said promissory note is due and unpaid that they are the legal owners and holders thereof and that there is due thereon from said defendant the sum of One Hundred and Twenty Seven and Two Dollars with interest from the 22nd day of March A. D. 1882, therefore the plaintiff asks judgment against said Defendant for the sum of One Hundred and Twenty Seven and Two Dollars with interest thereon from the 22nd day of March 1882 and for costs of suit.

J. B. Benton, Plaintiff's Attorney

The State of Ohio

Mercer County, ss.

J. B. Benton being duly sworn says that he is the Attorney of said Plaintiff, that this action is brought upon and maintained in seeking for the unconditional payment of Money Only that said instrument in writing is in his possession and that he verily believes that the statements contained in the foregoing petition are true in substance and in fact.

J. B. Benton

Sworn to by said J. B. Benton before me and by him subscribed in my presence this 3rd day of January A. D. 1884.

J. D. Burgess, Clerk

Columbus Ohio, March 22nd 1882

On or before the first day of September 1882, for value received in and to the order of the undersigned, of Washington Township, County of Mercer State of Ohio, promise to pay to the order of W. Oultman & Co. (an Incorporated Company under the General Laws of the State of Ohio) of Canton, Ohio, One Hundred and Twenty Seven and Two Dollars, payable at the office of Bank of Richmond Mercer County Ohio, with interest at six per cent per annum from date until maturity, and interest at eight per cent per annum from maturity until paid, and I consent and agree that after this obligation shall become due, the time of payment thereof may be extended, from time to time by any one or more of us without the knowledge or consent of the other or others of us; and in case of such extension, we and each of us shall and will remain liable hereon, as if no such extension had been made. And I hereby

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Answer O. Aultman
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" authorizes any attorney at law to appear in any Court of Record in the United States, after this obligation becomes due, and waive the issuing and service of process and confess a judgment against me, or either or any of us in favor of the holder hereof for the amount then appearing due, together with costs of suit, and thereupon to release all errors and waive all right of appeal and exemption.

" P. O. Pyhalica Division Co., State of Ohio.

G. W. Betts, Seal

" Indorsed: " Gardner & Crossman " " Pay Bank of Richmond, in Order for Cash." and Remittance C. Aultman & Co. Canton, Ohio - W. D. Fogle

Amuse 4416

C. Aultman & Co., Plaintiffs
vs.
G. W. Betts, Defendants

In the Court of Common Pleas of Union County Ohio
Amuse

By virtue of the process of Attorney attached to the foregoing petition, J. D. Porter, an attorney at law in the several Courts of Record in the State of Ohio hereby enters an appearance for the said defendant at the suit of C. Aultman & Co. Plaintiffs against G. W. Betts Defendant and waives the issuing and service of process therein, confesses a judgment in favor of said C. Aultman & Co. against G. W. Betts for the sum of One Hundred and Forty-Five Dollars Damages, being the amount of principal and interest appearing due on said promissory note, and also for costs of suit, and I do hereby release all errors and waive all right of appeal.

John D. Porter, Defendants Attorney

Entry 4416

C. Aultman & Co. Plaintiffs
vs.
G. W. Betts, Defendant

Entry

This day came the Plaintiffs by N. B. Bouton Attorney and thereupon came J. D. 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 process 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 alleged in said plaintiffs petition the sum of (\$145.⁰⁰) One Hundred and Forty-Five Dollars. It is therefore considered that said plaintiffs do receive of said defendant the sum of One Hundred and Forty-Five Dollars (\$145.⁰⁰) so far as aforesaid confessed to be due together with costs 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 or petition in error are waived.

Wm. J. D. Brugner Clerk
By A. R. Brugner Deputy

Now before His Honor John A. Rice, Judge of a Court of Common Pleas
traverse and held at the Court House in the town of Marysville within and for
the County of Union of the Third Subdivision of the Sixth Judicial District of
the State of Ohio on the tenth day of September in the year of our Lord
One Thousand Eight Hundred and Eighty Three.

On the 2nd day of January A. D. 1884, the following Petition and Answer
were filed with the Clerk of said Court:

Petition
4413
The Peoples Bank (of
Marysville, O.) Plaintiffs
vs.
B. O. Newlove, et al. Defendants

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

The Plaintiffs say they are co-partnership
formed for the purpose of doing business within the State of Ohio and not in-
corporated and that the Defendants B. O. Newlove & Joseph Newlove on or
about the 28th day of July A. D. 1882, executed and delivered to the said
Plaintiffs three promissory Note, of that date, together with a Warrant of Attorney
a copy of 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
that said promissory Note, is due and unpaid, that they are the legal owners
and holders thereof, and that there is still due them thereon from said Defend-
ants, the sum of Two Hundred and Eight Dollars and Ninety Cents, with
interest at the rate of 8 per centum per annum from the 2nd day of January A. D. 1884.

Wherefore, the Plaintiffs ask judgment against said Defendant for the sum of Two
Hundred and Eight Dollars and Ninety Cents, with interest thereon at the rate of
8 per centum per annum from the 2nd day of January, A. D. 1884, and for Costs of Suit
A. J. Carpenter Plaintiffs Attorney.

Affidavit
The State of Ohio
Union County, ss.

A. J. Carpenter being duly sworn, says that he is the
Attorney of Record of said Plaintiffs, that this action is brought upon an Instru-
ment in Writing for the 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.

A. J. Carpenter

Sworn to by said A. J. Carpenter, before me, and by him subscribed in my presence
this 2nd day of January A. D. 1884.

J. Q. Braguer, Clerk.

Note
\$300 ⁷⁵/₁₀₀
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
Two Hundred and Eight Dollars for value received, and we hereby dispense
with the demand of payment of this note, and authorize any Attorney at Law
to appear for us, or either of us, at any time after the same shall become due
in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing
and service of process, and confess judgment against us, or either of us in
favor of the holder or holders of this note for the amount of said note, with
eight per cent interest payable annually successively after the same shall be
come 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 28th day of
July 1882. B. O. Newlove {Seal}, Joseph Newlove {Seal}
Paid Oct. 30, 1882. Sixty Dollars. Paid Nov. 1, 1882, Fifty Dollars

Answer
4413
The Peoples Bank
Marysville

B. O. Newlove

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Entry
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The Peoples Bank
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Answer
44 13
The Peoples Bank (of
Waynesville, Ohio.) Plaintiffs
vs.
B. O. Newlove et al. Defendants

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

By virtue of a Warrant of Attorney attached to the foregoing Petition, J. L. Piper an Attorney at Law in the several Courts of Record in the State of Ohio, hereby enters an appearance for the said Defendant at the suit of The Peoples Bank (of Waynesville, Ohio.) Plaintiff, against said B. O. Newlove Defendant, and waives the issuing and service of process therein, and confesses a judgment in favor of the said The Peoples Bank against said B. O. Newlove for the sum of Two Hundred and Eight Dollars and Ninety 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. L. Piper Defendant's Attorney.

Entry
44 13
The Peoples Bank (of
Waynesville, Ohio.) Plaintiff
vs.
B. O. Newlove, et al. Defendants

Entry

This day came the Plaintiffs by A. V. Carpenter their Attorney, and thereupon came J. 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 Defendants 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 Two Hundred and Eight and ⁹⁰/₁₀₀ Dollars (\$208⁹⁰/₁₀₀). It is therefore considered that said Plaintiffs do recover of said Defendants the said sum of Two Hundred and Eight and ⁹⁰/₁₀₀ Dollars (\$208⁹⁰/₁₀₀), 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. Q. Burgess Clerk.
By A. R. Burgess, Deputy

" in favor of the holder hereof for the amount then appearing due, together with "

" costs of suit, and thereupon to release all errors and waive all right of appeal "

" and exemption. P. O. Byhalia Marine Co. State of Ohio "

" G. W. Betts Seal "

" Jandice & Hancock, Bay Bank of Richmond, or Order for Coll. and Quit "

" Lance O. Aultman & Co., Canton, Ohio. W. C. Doyle, Texas. "

Approved
4417

O. Aultman & Co. Plaintiffs

vs.
G. W. Betts, Defendant.

In Court of Common Pleas, Union County ss.
Defendants' Answer.

And now comes G. W. Betts the above named Defendant, by the undersigned his Attorney, and waives the issuing and service of process in this case, and consents that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's petition, and against the above named Defendant, for the sum of One Hundred and Forty Two Dollars and Forty Cents, the amount appearing due for principal and interest on said note, and also consents that judgment be entered in this 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.

January 3rd A. D. 1884.

John L. Porter Attorney for Defendant

O. Aultman & Co. Plaintiffs

vs.
G. W. Betts, Defendant.

Order

This day came the Plaintiffs by V. B. Benton their Attorney, and thereupon came John L. Porter out 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 served, waived the issuing and service of process, and entered appearance of said Defendant herein and by virtue of the same warrant of Attorney confessed that there is due from said Defendant to said Plaintiffs as is alleged in said Plaintiff's petition, the sum of One Hundred and Forty Two and ⁴⁰/₁₀₀ Dollars (\$142.⁴⁰/₁₀₀). It is therefore considered that said Plaintiffs do recover of said Defendant the said sum of One Hundred and Forty Two ⁴⁰/₁₀₀ Dollars so as aforesaid confessed to be due together with costs of said 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. Burgess Clerk.
By A. R. Burgess Deputy

Now before His Honor John A. Pease, Judge of a Court of Common Pleas
begun and held at the Court House in the town of Maypsville, within and
for the County of Union of the State of Ohio, on the 10th day of September, in the year of our Lord
One Thousand Eight Hundred and Eighty Three. To-wit:-
On the 7th day of June A. D. 1883, the following Petition was filed with the
Clerk of said Court:-

Petition Amanda M. Belman, Plaintiff
4259 vs.
John W. Belman, Defendant.

Court of Common Pleas, Union County, Ohio
Petition for Divorce.

The Plaintiff has been a resident of the
State of Ohio for the year last past and has a bona fide residence in the
County of Union. On or about the 2nd day of April 1873, she was married
to the Defendant. The following child was born of such marriage, to-wit:
Charles J. Belman aged 8 years May 16th 1883. The first cause of action:-
The Defendant for more than three years last past has been guilty of gross
neglect of duty to the Plaintiff. Has failed and willfully neglected to provide
Plaintiff with the common necessaries of life so that the Plaintiff has been com-
pelled to live upon the charity of friends and business expectations because of his
idleness, profligacy and dissipation. He being an able bodied man and fully
able to earn a sufficient support for her. Second cause of action:- And for
a further and second cause of action the plaintiff says the defendant has
been guilty of habitual drunkenness for three years last past. Wherefore the
plaintiff prays that she may be divorced from the defendant and that she
may be decreed to have reasonable alimony, the custody of said child and
such other relief as is proper.

P. R. Cole, v. Son Attys. for Plaintiff.

Prayer Amanda M. Belman Plaintiff
4259 vs.
John W. Belman, Defendant.

Court of Common Pleas, Union County Ohio
Maypsville, June 7th 1883

In the Clerk of said Court:-

Issue Summons in Divorce and copy of petition, to Sheriff of Logan County
Ohio, in the above case returnable according to law.

Cole for Plaintiff.

On the 7th day of June A. D. 1883, a Summons in Action for Divorce
was issued by the Clerk of said Court, which reads as follows; viz:-

Summons in Divorce

Summons 4259 The State of Ohio
Union County, vs.

To the Sheriff of Logan County:-

You are commanded to notify John W. Belman that Amanda M. Belman
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 and drunkenness and asking that she be
divorced from him, and that she may have 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 18th day of June, A. D. 1883.

Witness my signature as Clerk of said Court of Common Pleas, and the seal of said Court at
Maypsville this 17th day of June A. D. 1883. J. D. Burgess, Clerk.

Summons
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Entry
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Summons in Action for Divorce and Alimony.

P. B. Code & Law Plaintiff's Attorney

That returned and filed June 17th 1883. Indorsed as follows: -
Received two o'clock P. M., on the 11th day of June A. D. 1883; and on the 16th day
of June A. D. 1883, I served the same by delivering a true copy thereof, together with
copy of petition to the within named John W. Belman
Service 60, Copy 16, Mileage 32, Docket 25, Return 25, Postage 6, Total \$ 1.50.
H. W. Olive Sheriff

Afterward, on the 3rd day of October A. D. 1883, an Entry was made on the
journal by the Clerk of said Court, which reads as follows: -

Entry
4259

Amanda M. Belman Plaintiff

vs.

John W. Belman, Defendant

Court of Common Pleas Union County, Ohio

Entry

Order for Divorce etc.

Now come the plaintiff, and the defendant having been duly served with
summons and a copy of the petition hereto, and having failed to appear the
Court find the defendant John W. Belman in default for answer, and
decree to said petition, and find that the allegations thereof are supported
by the defendant John W. Belman to be true. The Court also find that the
plaintiff at the time of filing her said petition had been a resident of the State
of Ohio for one year next preceding the same, and was, at that time, a bona
fide resident of this County of Union, and that the parties hereto were mar-
ried 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 to
plaintiff for more than three years last past, and has failed, and wilfully
neglected to provide plaintiff with the common necessities of life. And for
more than three years last past been guilty of habitual drunkenness
and that by reason thereof the Plaintiff is entitled to a divorce as prayed for.
It is therefore ordered and adjudged by the Court that the marriage con-
tract heretofore existing between the said Amanda M. Belman and
John W. Belman 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 Charles V. Belman, the said child
of the parties hereto, be until further order - confided to the said Amanda
M. Belman exclusively. And the defendant is hereby enjoined from
interfering in any manner with the said child or the said Amanda M.
Belman in custody of it. But it is hereby ordered that the defendant
have the privilege of visiting said child at reasonable times and any
violation of this privilege by either party may be reported to this Court.

It is further ordered by the Court that the plaintiff pay the costs of this
proceeding. And execution is awarded.

Attest J. D. Buegner Clerk
By A. R. Buegner, Deputy

Now before His Honor John A. Price, Judge of a Court of Common Pleas begun and held at the Court House in the town of Maypsville within and for the County of Union of the Third Subdivision of the Judicial District of the State of Ohio on the tenth day of September in the year of our Lord One Thousand Eight Hundred and Eighty Three. To-wit: On the 7th day of July A. D. 1883 the following Petition was filed with the Clerk of said Court:

Petition
4272

Jessie Dillow, Plaintiff
vs.
J. B. Dillow, Defendant.

To the Court of Common Pleas, Union County Ohio

Your petitioner Jessie Dillow, 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. 2nd That on or about the 29th day of March A. D. 1877 at the home of her parents in the County of Union and State of Ohio she was married to J. B. Dillow whose name petitioner prays may be made defendant herein; and she has ever since conducted herself toward the said J. B. Dillow as a faithful and obedient wife. 3rd She had while living with the said J. B. Dillow the following child, to-wit: - Blake Dillow aged five years on the 7th day of September 1883. 4th The defendant shortly after his marriage to your petitioner began to manifest great indifference toward your petitioner and would absent himself from her for day and nights in successive without cause and without your petitioner having knowledge of his whereabouts or of the purpose of his absence and on such occasions was generally accompanied by associates whose reputation for virtue was not good and whose practices were such as disrepute young men in general. Your petitioner also says that her said husband gradually grew cross towards her manifesting his ill nature by words and other harsh language - that he also neglected to provide many of the necessaries of life and your petitioner was compelled to go without many things indispensable to her comfort or procure them from her mother in law whom she was compelled largely to depend during her married life for those things necessary for housekeeping etc. Your petitioner says that the alienation between her husband and herself becoming greater and greater finally on the 1st day of September A. D. 1879 they separated and since that period have not lived together nor has J. B. Dillow since said first day of September A. D. 1879 provided your petitioner nor her said child anything whatever. Your petitioner therefore charges the said J. B. Dillow with gross neglect of duty and willful absence for more than three years last past and she prays that she may be divorced from the said J. B. Dillow, and that the custody of said child may be decreed her, and that she may have such other and further relief as equity may require

Jessie Dillow

Process

Jessie Dillow, Plaintiff
vs.
J. B. Dillow, Defendant

Court of Common Pleas, Union County, ss.
Maypsville, Ohio, July 7th 1883

To The Clerk of said Court:

Issue summons for J. B. Dillow returnable according to law; also prepare copy of petition and direct Sheriff to serve same by delivering it to defendant
A. J. Casper, Atty. for Plaintiff

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On the 7th day of July A. D. 1883 a summons was issued by the Clerk of said Court which reads as follows, viz:-

Summons in Divorce

Summons The State of Ohio }
4272 Marion County ss }

To the Sheriff of Marion County:

You are commanded to notify J. B. Dillow that Jennie Dillow has filed in the official the Clerk of the Court of Common Pleas of Marion County and State of Ohio, a petition (a copy of which is herewith served on him,) charging him with willful absence etc., and asking that she be divorced from him, and that custody of child be secured her said 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 notice of this summons on the 7th day of July A. D. 1883.

Witness my signature as Clerk of said Court of Common Pleas and the Seal of said Court at McConnellsville this 7th day of July A. D. 1883.

Seal

J. D. Bourque, Clerk

Summons in Action for Divorce etc. - A. T. Casper, Plff's Atty

Writ returned and filed July 23rd 1883, endorsed as follows:-

Shirley

Received two o'clock P. M. on the 7th day of July A. D. 1883; and on the 14th day of July, A. D. 1883 I served the same by leaving at the defendants usual place of residence; a true copy thereof with endorsements thereon, also a copy of the Petition. Service 30, Copy 20, mileage 1.60, Total \$ 2.10
John H. Coburn, Sheriff.

Affirmed on the 28th day of September A. D. 1883, an Entry was made on the Journal by the Clerk of said Court, which reads as follows, viz:-

Entry

Jessie Dillow Plaintiff
vs
J. B. Dillow, Defendant

Entry

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 return to said petition and that the allegations therein are confessed by him to be true. The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at the time a bona fide resident of said County of Marion and that the facts hereinafter stated are 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 of willful absence from plaintiff for more than three years last past prior to the filing of plaintiffs petition without the fault of plaintiff as alleged in plaintiffs petition and that by reason thereof the plaintiff is entitled to a divorce. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Jennie Dillow and J. B. Dillow be and the same is dissolved and both parties are released from the obligations of the same. It is further ordered that the custody, care, education and control of said Blanche Dillow, infant daughter of said parties hereby be confided to the said plaintiff, Jennie Dillow exclusively but said J. B. Dillow shall have the privilege of seeing said child on proper occasions. It is further ordered by the Court that the said plaintiff recover from defendant her costs herein expended taxed to \$ and execution is awarded therefor.

Attest J. D. Bourque, Clerk By A. R. Bourque Deputy

Now before His Honor John A. Price, Judge of a Court of Common Pleas begun and held at the Court House in the town of Mansville within and for the County of Marion of the Third Subdivision of the Sixth Judicial District of the State of Ohio on the first day of September in the year of our Lord One Thousand Eight Hundred and Eighty Three. Wherefore to wit: On the 22nd day of August A.D. 1883 the following Petition was filed with the Clerk of said Court.

Petition
4298

John Robinson Plaintiff
Against
Harrison Patch Jr. & Harrison Patch Sr. Defs.

Court of Common Pleas Marion County Ohio
Petition

The Plaintiff says: That this his action is founded upon his promissory notes of which the following are copies, to wit:
" \$300⁰⁰ June 25th A.D. 1881 "

Note

" One year after date we or either of us promise to pay to the order of " John Robinson or bearer the sum of Three Hundred Dollars for value received " with eight per cent interest annually till paid. "

" Indorsed on above is the following: " Harrison Patch Jr. " June 26, 1882. Interest paid up to this date. "

" \$300⁰⁰ June the 25th A.D. 1881 - " Two years after date we or either of us promise to pay to the order of " John Robinson or bearer the sum of Three Hundred Dollars for value received " with eight per cent interest annually until paid. "

" Indorsed on back: " Harrison Patch Sr. " June 26th A.D. 1882, Interest paid up to this date. "

There are also other copies upon said notes, these in now due from the defendants to the plaintiff are the above notes the sum of Six Hundred Dollars with interest thereon at 8% from the 26th day of June A.D. 1882 and with interest at 6% on Forty-eight Dollars from the 25th day of June A.D. 1883 for which the plaintiff asks judgment.

A. F. Carpenter, Atty for Plaintiff.

The State of Ohio

Marion County, ss. A. F. Carpenter being sworn says that he is the attorney for the above named plaintiff and duly authorized herein, that this the plaintiff's action is founded upon written instruments for the unconditional payment of money only, now in possession of affiant. Affiant further says that the facts stated and allegations embodied in the above petition are true as affiant verily believes.

Sworn to by A. F. Carpenter before me and signed by him in my presence this 21st day of August A.D. 1883.

John Robinson Plaintiff
vs.
Harrison Patch, et al. Defendants.

J. Q. Ruggen, Clerk.
Court of Common Pleas, Marion Co. Ohio
Mansville, August 22nd 1883.

In the Clerk of said Court:
I have summons for defendants returnable according to law. Indorsement: Claimed \$600⁰⁰ @ 8% int. from June 26th 1882, and 6% int on \$48⁰⁰ from June 25th 1883
A. F. Carpenter, Plaintiff's Attorney.

On the Court with
The State of Ohio
Marion County
John Robinson Plaintiff
vs.
Harrison Patch Jr. & Harrison Patch Sr. Defendants.
Summons
4298
The State of Ohio
Marion County
John Robinson Plaintiff
vs.
Harrison Patch Jr. & Harrison Patch Sr. Defendants.
Office of residence
the 3rd day of
June 26
The State of Ohio
Marion County
John Robinson Plaintiff
vs.
Harrison Patch Jr. & Harrison Patch Sr. Defendants.
Afternoon of said Court
John Robinson Plaintiff
vs.
Harrison Patch Jr. & Harrison Patch Sr. Defendants.
says the notes do not exceed
Patch Jr.
Harrison Patch Jr. & Harrison Patch Sr. Defendants.
Afternoon of said Court
John Robinson Plaintiff
vs.
Harrison Patch Jr. & Harrison Patch Sr. Defendants.

On the 22nd day of August A.D. 1883, a summons was issued by the Clerk of said Court which reads as follows, to wit:-

Summons

Summons
4298

The State of Ohio }
Union County, ss } To the Sheriff of the County of Union, Indiana:-
This command you to notify Warraman Patch Jr. and Warraman Patch Sr. that they have been served by John Robinson in the County of Union, Indiana, in the Court of Common Pleas of Union County, and that unless they answer by the 22nd day of September A.D. 1883, the petition of said John Robinson against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 3rd day of September A.D. 1883.

Witness my hand and the seal of said Court, this 22nd day of August A.D. 1883.

Seal

J. B. Burgauer, Clerk.

An action for money only, amt claimed \$600⁰⁰, at 8% int. from June 26th 1882 and 6% int from June 26th 1883 on \$48⁰⁰.

A. V. Carpenter Plaintiff's Attorney.

Writ returned and filed August 27th 1883, endorsed as follows:-

Sheriff's Retn

The State of Ohio }
Union County, ss }

Sheriff's Return

Received this Writ August 22nd A.D. 1883, at ten o'clock P.M., and pursuant to its command, on the 25th day of August A.D. 1883, I served the same by delivering a true copy of this writ with enclosures thereon, at the usual place of residence of each of the within named defendants.

Service 45, Mileage 1.60, Dofc. 40, Total \$2.45

John Kobensack Sheriff.

Afterward on the 22nd day of September an answer was filed with the Clerk of said Court which reads as follows:-

Answer
4298

John Robinson, Plaintiff }
Against }
Warraman Patch Jr. and Warraman Patch Sr. Defs.

Court of Common Pleas }
Union County, Ohio. }
Answer.

The defendant Warraman Patch Sr. says that he was surety only for said Warraman Patch Jr. on both of the notes described in plaintiff's petition, that he had no interest in said notes except that he was only surety on the same, and that Warraman Patch Jr. is the sole principal on said note.

Warraman Patch Sr. by }
Parties & Parties his Attorneys.

Warraman Patch Sr. makes oath that the facts herein above set forth are true.

Sworn to and subscribed by Warraman Patch Sr. before me and signed by him in my presence this 22nd day of September A.D. 1883.

J. B. Burgauer, Clerk.

Afterward on the 1st day of October, A.D. 1883, an entry was made on the journal by the Clerk of said Court which reads as follows:-

Entry
4298.

John Robinson Plaintiff
vs.
Hammann Patch Jr & Hammann Patch Sr. Defs

Entry

This day this cause came on to be heard upon the petition of plaintiff and answer of the defendant Hammann Patch Sr. The defendant Hammann Patch Jr. being in default for answer and demurrer, and was submitted upon the pleadings and evidence, and the Court being fully advised in the premises finds that there is due from the defendant to the plaintiff upon the notes in the plaintiffs petition described, including interest computed to September 10th 1883, the sum of Seven Hundred and Six and 1/20 Dollars. It is therefore considered ordered and adjudged that the plaintiff recover against said defendant the said sum of Seven Hundred and Six and 1/20 Dollars, with 8% interest from September 10th 1883, together with his costs in and about his suit in this behalf expended, taxed to \$ And it being made to appear to the Court that the defendant Hammann Patch Sr. is liable as surety for his co defendant it is hereby certified that Hammann Patch Jr. is principal debtor and Hammann Patch Sr. surety in the above judgment.

Attest J. D. Bingham Clerk
By A. B. Bingham, Deputy

Placed before His Honor John A. Price, Judge of a Court of Common Pleas begun and held at the Court in the town of Mansfield, within and for the County of Union of the Third Subdivision of the North Judicial District of the State of Ohio on the 10th day of September in the year of our Lord One Thousand Eight Hundred and Eighty Three, Wherefore, to-wit: On the 22nd day of August A. D. 1883 the following Petition was filed with the Clerk of said Court:

Petition
4301

George Bucher Plaintiff
vs.
J. M. Garrison, Defendant

Court of Common Pleas, Union County Ohio
Petition

The plaintiff says, that this action is founded upon a written instrument for the non-conditional payment of money, to-wit: -

" \$300⁰⁰ Mansfield Ohio, July 22nd 1881 "
" Twelve months after date I promise to pay to the order of George "
" Bucher Three Hundred Dollars at eight per cent interest, value received "
" As. Rec. J. M. Garrison "
" That the plaintiff is the legal owner and holder of said promissory note. "
" There was paid, December 16th 1882, on said note, and for which the defendant "
" is entitled to credit in the sum of sixty seven dollars and seventy six cents. "
" There is now due and unpaid to the plaintiff, from the defendant on said "
" promissory note, the sum of Two Hundred and Sixty five Dollars and Eighty "
" four Cents, with interest on said sum from December 16th 1882 at Eight per cent. "
" The plaintiff therefore asks judgment against the defendant for the said "
" sum of \$265.⁸⁴ with interest at eight per cent from December 16th 1882, and "
" for other proper relief.

Porter & Porter Attorneys for Plaintiff.
E. W. Porter being sworn, swears that he is one of the Attorneys for the

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4301

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plaintiff in this action, duly authorized in the premises. That this action is founded upon a written instrument for the payment of money, and said instrument is in the possession of affiant as such attorney. Further affiant believes the facts stated in the foregoing petition to be true.

E. W. Porter.

Sworn to and subscribed by E. W. Porter before me this 22nd day of August A.D. 1883

J. P. Buzgner Clerk.

George Beecher, Plaintiff

vs.

J. M. Gurnee, Defendant

Court of Common Pleas, Union County, Ohio.
Waynesville, August 23rd 1883

To the Clerk of said Court:-

I have examined in the above case, returnable according to law. Endorse Amount claimed \$265⁰⁰, with interest at 8% from December 16th 1882.

Porter and Porter Plaintiffs Attorneys.

On the 23rd day of August A.D. 1883, a Summons was issued by the Clerk of said Court which reads as follows:-

Summons

Summons

4301

The State of Ohio

Union County, ss.

To the Sheriff of the County of Union, Greeting:

The command given to notify J. M. Gurnee that he has been sued by George Beecher in the Court of Common Pleas of Union County, and that unless he answers by the 22nd day of September A.D. 1883, the petition of said George Beecher 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 1st day of Sept. A.D. 1883.

Witness my hand and the seal of said Court this 23rd day of August A.D. 1883.

J. P. Buzgner Clerk

An action for Money Only Amount claimed \$265⁰⁰ with interest at 8% from December 16th 1882

Porter & Porter Plaintiffs Atty

Writ returned and filed August 27th 1883. Endorsed as follows.

The State of Ohio

Sheriff's Return

Union County ss.

Received this writ August 23rd A.D. 1883, at five o'clock P.M., and pursuant to its command, on the 25th day of August A.D. 1883.

I served the same by delivering a true copy of this writ with endorsement thereon thereto to the within named defendant. Service 30 miles @ 32 Cts. 20.

Total \$-100

John H. Obermeyer, Sheriff.

Afterward on the 25th day of September A.D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows:-

Entry

4301

George Beecher Plaintiff

vs.

J. M. Gurnee, Defendant

Entry.

Now comes the plaintiff, by his attorney, and the defendant being in default for answers and demurrer the Court find that the allegations of the petition are confessed by him to be true and that he is indebted to the plaintiff in the sum of \$282²⁵/₁₀₀. It is therefore considered by the Court that the said plaintiff recovers from the said defendant the sum of Two Hundred and Eighty-two and ²⁵/₁₀₀ Dollars and his costs herein expended.

Attest J. P. Buzgner Clerk By A. R. Buzgner Deputy

Now before His Honor Judge 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 said Subdivision of the Sixth Judicial District of
the State of Ohio on the tenth day of September in the year of our Lord
One Thousand Eight Hundred and Eighty Three.

On the 17th day of November, A. D. 1883, the following Petition was filed
with the Clerk of said Court:-

Petition
4379

Wm. C. Couse, Louis & Griswold, Plaintiffs
Against
Seth Gates, Defendant

Court of Common Pleas, Union County Ohio
Petition

The plaintiffs say: That they are copartners doing
business in the city of Columbus in the State of Ohio under the firm name
and style of Wm. C. Couse, Louis & Griswold, and not incorporated.

First Cause of Action: Plaintiffs first cause of action is founded upon a
promissory note of which the following is a copy:-

" \$134.²⁵/₁₀₀ Broadway, June 6th 1883 "
" Thirty Days after date I promise to pay to the order of Wm. C. Couse "
" Louis & Griswold One Hundred and Thirty-Four and ²⁵/₁₀₀ Dollars at "
" Marysville Bank, Union Co. Ohio, value received, with 8% interest. "
" Seth Gates "

There are no credits shown. There is now due from the defendant to the plaintiffs
on said note the sum of One Hundred and Thirty Four and ²⁵/₁₀₀ Dollars, which
they claim with interest from June 6th 1883 @ 8%.

Second Cause of Action: Plaintiffs second cause of action is founded upon
a promissory note of which the following is a copy

" \$134.²⁵/₁₀₀ Broadway, June 6th 1883 "
" Sixty Days after date I promise to pay to the order of Wm. C. Couse "
" Louis and Griswold One Hundred and Thirty-Four and ²⁵/₁₀₀ Dollars "
" at Marysville Bank, Union Co. Ohio, value received, with interest @ 8% "
" Seth Gates "

There are no credits shown. There is now due from the defendant to the
plaintiffs on said note the sum of One Hundred and Thirty-Four + ²⁵/₁₀₀
Dollars, which plaintiffs claim with interest from June 6th 1883 @ 8%

The plaintiffs therefore ask judgment against the defendant for the sum of
One Hundred and Sixty-Eight and ⁵⁰/₁₀₀ Dollars with interest thereon at
8% from June 6th 1883

A. F. Carpenter Attorney for Plaintiff

The State of Ohio

Union County, ss.

A. F. Carpenter being sworn says that he is the attorney
of the above named plaintiffs in this action and is authorized; that said
plaintiffs are now residents of said County of Union and are now absent
therefrom and that this action is founded upon written instruments for the
unconditional payment of money, only now in possession of Affiant.

Affiant further says the facts stated and allegations contained in the
 foregoing petition are true as he verily believes

A. F. Carpenter

Sworn to by A. F. Carpenter before me and signed by him in my
presence this 18th day of November A. D. 1883.

J. D. Bourque Clerk

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Principals
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Mr. Wm. D. Case & G. S. Ginn, Plaintiffs
 vs.
 Seth Gates, Defendant
 Court of Common Pleas, Union County, Ohio
 Mansfield, O. November 17, 1853

To The Clerk of Said Court:
 In case Summons in the above entitled case returnable according to law, before
 Amount Claimed \$268 ⁷²/₁₀₀ @ 8% int. from June 6th 1853.

On the 17th day of November A. D. 1853, a Summons was issued by the Clerk of
 said Court which reads as follows:
 Summons.

The State of Ohio }
 Union County, ss. } To the Sheriff of the County of Union, Ohio:
 You are hereby given to notify Seth Gates that he has been sued by Mr. Wm.
 D. Case & G. S. Ginn, in the Court of Common Pleas of Union County, and
 that unless he answers by the 15th day of December A. D. 1853, the petition of
 said Plaintiffs, Mr. Wm. D. Case & G. S. Ginn, 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 26th day of November A. D. 1853.

Witness my hand, and the seal of said Court, this 17th day of
 Nov. A. D. 1853. J. D. Burgher, Clerk.

In action for money only, Amount Claimed \$268 ⁷²/₁₀₀ @ 8% interest
 from June 6th 1853. A. V. Carpenter, Atty. for Plaintiff

Writ returned and filed November 26th 1853. Endorsed as follows:

The State of Ohio }
 Union County, ss. } Sheriff's Return
 Received this writ Nov. 17th A. D. 1853, at one o'clock P. M.
 and pursuant to its command, on the 24th day of November A. D. 1853
 I served the same by delivering a true copy of this writ with endorsements
 thereon to the within named defendant.
 Service 30, Mileage 1.25, Copy 20. Total \$1 ²⁵/₁₀₀.
 John W. Coburn, Sheriff.

Afterward on the 28th day of December A. D. 1853, an Entry was made on
 the journal by the Clerk of said Court which reads as follows:-

Mr. Wm. D. Case & G. S. Ginn, Plaintiffs
 vs.
 Seth Gates, Defendant
 Entry

And now come the said Mr. Wm. D. Case, G. S. Ginn
 & Ginn, and the said Seth Gates having failed to answer or answer to
 the petition of said Mr. Wm. D. Case, G. S. Ginn and Ginn, it is considered that the
 said Mr. Wm. D. Case, G. S. Ginn & Ginn ought to recover the said sum of \$268 ⁷²/₁₀₀
 so demanded in their petition, together with the sum of \$12 ²⁵/₁₀₀ which the
 Court finds due as the interest thereon (computed to this 28th day of
 December 1853) as prayed for in said petition. It is therefore considered that
 the said Mr. Wm. D. Case, G. S. Ginn & Ginn recover against the said Seth
 Gates the said sum of \$280 ⁹⁷/₁₀₀ @ 6% interest from this 28th day of Decem-
 ber, 1853, together with their costs in and about their suit in this behalf
 expended, taxed to \$.

Attest J. D. Burgher Clerk By A. R. Burgher Deputy

Now 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 Third Sub-division of the Sixth Judicial District of the State of Ohio, on the tenth day of September, in the year of our Lord One Thousand Eight Hundred and Eighty Three.

On the 22nd day of November A. D. 1883, the following Petition was filed with the Clerk of said Court:

Petition 4380 E. L. Bellows, Plaintiff vs. Silvester Temple & Geo. Temple, Defendants Court of Common Pleas, Union Co. Ohio

The plaintiff says, that this his action is founded upon a promissory note of which the following is a copy:

" \$141⁰⁰ Mt. Victory Ohio, May 1st 1883 — " Six months after date I promise to pay to the order of E. L. Bellows, One Hundred and Forty-One and 8/100 Dollars, value received, with interest at the rate of 6 per cent per annum " Silvester Temple " George Temple "

There are no credits shown, there is due from the defendants to the plaintiff, on said note the sum of One Hundred and Forty-One & 8/100 Dollars which he claims with interest from the 1st day of May 1883, and for which he asks judgment

D. W. Ayer Atty for Plaintiff

State of Ohio Union County, ss. D. W. Ayer being sworn says that the above petition of E. L. Bellows is founded upon a written instrument for the payment of money only and is now in the possession of his affiant, and that the facts stated and allegations in the foregoing petition of E. L. Bellows are as affiant believes true. D. W. Ayer.

Sworn to before me and signed in my presence by the said D. W. Ayer, this 22nd day of November A. D. 1883.

J. Q. Bourqueur Clerk.

Process 4380 E. L. Bellows, Plaintiff vs. Silvester Temple & Geo. Temple, Defendants Court of Common Pleas, Union Co. Ohio

In the Clerk of said Court:- Issue Summons upon the petition in the above case to the Sheriff of Union County, Ohio, returnable according to law. Amount claimed \$141⁰⁰ interest at 6 per cent from May 1st 1883.

D. W. Ayer Atty for Plaintiff.

On the 23rd day of November A. D. 1883, a summons was issued by the Clerk of said Court which reads as follows, viz

Summons 4380 The State of Ohio Union County, ss. Summons in Action for Money Only

To the Sheriff of the County of Union, Greeting:- We command you to notify Silvester Temple and George Temple that they have been sued by E. L. Bellows in the Court of Common Pleas of Union County, and that unless they answer by the 22nd day of December A. D. 1883 the petition of said E. L. Bellows against them filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered accordingly

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 Clerk's Office
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You will make due return of this summons on the 3rd day of December A.D. 1883.
 Witness my hand and the seal of said Court this 22nd day of Nov. A.D. 1883.
 J. D. Bangor Clerk
 Money Only Amount Claimed, \$ 141⁵⁰/₁₀₀ and interest as follows: @ 6% On
 \$ 141⁵⁰/₁₀₀ from May 1st 1883.
 D. W. Ague Plaintiff's Attorney.
 This returned and filed Dec. 3rd 1883. Endorsed as follows:-
 The State of Ohio,
 Sheriff's Return
 Mercer County, ss. } Received this Writ - Nov. 22nd A.D. 1883 at two o'clock A.M.
 And pursuant to its command, on the 24th day of Nov. 1883 I served the same
 by delivering a true copy of this writ with processments thereon to the within
 named Defendants.
 Service 25, Mileage 3.20 Exp. 40, Total \$ 4.⁰⁵/₁₀₀
 John H. Obermacker, Sheriff.

Afterward on the 25th day of December A.D. 1883, an Entry was made
 on the Journal by the Clerk of said Court which reads as follows:-
 E. L. Bellows, Plaintiff
 vs.
 Sylvester Temple and Geo. Temple, Defendants.
 Judgment on Default.
 And now comes the said Plaintiff
 by his Attorney; and the said Defendants having failed to answer or answer
 to the petition of the said Plaintiff the same is therefore taken to be true; and
 it is considered that the said Plaintiff ought to recover the said sum of \$ 141⁵⁰/₁₀₀
 so demanded in his petition, together with the sum of \$ 5.⁵⁰/₁₀₀ which the
 Court find due as the interest thereon, as prayed for in said petition;
 it is therefore considered that the said Plaintiff recover against the said
 Defendants the said sum of \$ 147⁵⁰/₁₀₀ together with costs in and about
 this suit expended, taxed to \$.
 Attest J. D. Bangor Clerk.
 By A. R. Bangor, Deputy.

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 Mercer of the Third Subdivision of the Tenth Judicial District
 of the State of Ohio, on the tenth day of September in the year of our Lord
 One Thousand Eight Hundred and Eighty Three. And to wit:-
 On the 17th day of August, A.D. 1883, the following Petition was filed
 with the Clerk of said Court which reads as follows:-
 The Farmers Bank of Union Co. Plaintiff
 Against
 Andrew J. Ewert, Wabau Stollard and
 Winiget H. Garrison, Defendants.
 In the Court of Common Pleas of
 Mercer County, Ohio
 Petitioner
 Plaintiff says that it is a partnership
 doing business in the State of Ohio and unincorporated; that the defendant
 and Andrew J. Ewert and Wabau Stollard as principals and the
 defendant Winiget H. Garrison as guarantor are indebted to plaintiff
 in a pecuniary sum of which the following is a copy, with all the
 indentments thereon:-

Shiff's Retn.
 Entry
 4380
 Petition
 4294

" \$200⁰⁰ Recheard, Ohio, Dec. 10th 1881
" December 10th 1882, after date see or either of us proceeds to pay Winget-
" Wamman, or order Two Hundred Dollars, for value received.

" Andrew J. Ernst " Debar Stollard "
Indorsed: "For value received, I guarantee the payment of the within note "
" when due, demand, notice and protest received

" Winget Wamman
Plaintiff, is now the legal owner and holder of said note by purchase from
said Winget Wamman for a full, fair and valuable consideration before
due. There is due and remaining unpaid upon said note the sum of
Two Hundred Dollars with six per cent interest thereon from the 10th day
of December A.D. 1882. Plaintiff therefore asks judgment against said
defendants Andrew J. Ernst and Debar Stollard, as principals, and said
defendant Winget Wamman as guarantor, for said sum of Two Hundred
Dollars with six per cent interest thereon from the 10th day of December A.D.
1882.
John M. Brodick Attorney for Plaintiff.

The State of Ohio }
Union County, ss. } Charles W. Southard, being sworn, deposes and says that
he is one of the partners composing said firm, plaintiff herein, and that
the facts stated in the foregoing petition are as affiant believes true
Char W. Southard.

Sworn to by said Charles W. Southard before me and signed by him in my
presence this 17th day of August A.D. 1883.

Seal J. B. Fulton, Notary Public
The Farmers Bank, Plaintiff }
vs }
Andrew J. Ernst et al. Defendants }
Court of Common Pleas, Union County, Ohio
Mansfield, 17th day of Aug. 1883

In the Clerk of said Court:-
Above summons to defendants herein returned, to the Sheriff of Union County,
Ohio, returnable according to law. Endorse, Money Only. Amount claimed
\$200⁰⁰ with 6% int from December 10th 1882.

John M. Brodick Attorney for Plaintiff
On the 17th day of August A.D. 1883, a summons was issued by the
Clerk of said Court, which reads as follows:-
Summons

Summons }
4294 } The State of Ohio,
Union County, ss. } To the Sheriff of the County of Union, Acting:
You are commanded you to notify Andrew J. Ernst, Debar Stollard, and
Winget Wamman that they have been sued by the Farmers Bank of
Union County, Ohio in the Court of Common Pleas of Union County, and
that unless he answers by the 15th day of September A.D. 1883 the petition of
said Plaintiff, against them filed in the Clerk's Office of said Court, such
petition will be taken as true, and judgment rendered accordingly.
You will make due return of this summons on the 27th day of Aug. A.D. 1883.
Witness my hand and the seal of said Court this 17th day of August
A.D. 1883.
J. D. Buegner Clerk

An action for money only. Amt. claimed \$200⁰⁰ with 6% int. from
Dec. 10th 1882.
John M. Brodick Plaintiff's Attorney
Writ returned and filed August 20th 1883, Endorsed as follows:-

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purchased from James Biggett the following real estate, situated in the Township of Onio, County of Union and State of Ohio, to-wit: Part of Virginia Military Survey No. 3007. Beginning at a stone in the center of the County Road to Belthard & Onio Run Road and being South West corner to John Price's land, thence with Price's South line S. 80° W. 112 1/2 poles to a stone South West corner to land now owned by Rev. Rogers, thence S. 10° E. 74 poles to a stone, thence N. 80° E. 112 1/2 poles to a stone in the center of said road, being North East corner to A. Taylor's line, thence with the center of said road N. 10° W. 74 poles to the beginning containing Fifty Two acres and five poles. Plaintiff says that the consideration for said premises was Eighteen Hundred Dollars. That said William Biggett paid Twelve Hundred Dollars of said consideration, money and the said plaintiff paid the remaining Six Hundred Dollars. That said William Biggett died on or about the 11th day of April 1870 and said plaintiff was married to said Peter Mackan on or about the 27th day of March 1873. That of the said Six Hundred Dollars so paid by plaintiff as aforesaid the sum of Three Hundred Dollars was paid prior to the death of the said William Biggett and Three Hundred Dollars was paid since his death. Plaintiff says that said William Biggett left as his heirs at law his said widow, the plaintiff, and the said defendants Flora Biggett, Willie Biggett, and William Biggett his children. That the said defendant Peter Mackan is the regularly appointed and qualified guardian for said defendants, all of whom are minors. Plaintiff says that all of said considerations money so paid by her as aforesaid was her own separate means, except one hundred dollars paid for her by her present husband Peter Mackan, and that in equity she is entitled to the undivided one third of said premises in fee simple. Plaintiff says that she and her said husband Peter Mackan have had the use and occupation of all of said premises ever since their said marriage and that they have paid all the taxes and assessments and put lasting and valuable improvements thereon and have kept and maintained and educated the said children and that in equity they ought not to account to said children for said use and occupation because the said taxes and assessments and the improvements and the keeping of said children would, if they were required to account to plaintiff and her husband, leave a large balance due from said children to said plaintiff and her said husband. Plaintiff further says that she was never endowed in said premises and that she is entitled to have the one third of the remaining two thirds of said premises set off to her during her natural life as her dower interest in said premises. Plaintiff therefore prays that said Flora Biggett, Willie Biggett, William Biggett and their said guardian Peter Mackan may be made parties defendants hereto that a full investigation may be had of the matters and things above set forth and that in the final hearing hereof the said plaintiff may be decreed to be the owner of the undivided one third of said premises in fee simple that she may have her dower assigned in the remaining two thirds of said premises and that said plaintiff and said defendant Peter Mackan may be acquitted from accounting to said defendants for the use and occupation of said premises. That partition of said premises be made between said plaintiff and said defendants and for all other and proper relief in the premises.

John M. Rudrick Atty. for Plaintiff

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The State of Ohio
County of Union, ss. Martha Mackan, the plaintiff being sworn, deposes and says that the facts stated in the foregoing petition are as aforesaid believed true.

Subscribed by said Martha Mackan before me and signed by me in my presence this 20th day of November A. D. 1882.
James S. Mc Campbell, Notary Public for Union County, Ohio

Writ of Summons
Martha Mackan, Plaintiff
vs.
Flora Biggett, et al. Defendants
Court of Common Pleas, Union Co. Ohio
Writ of Summons.
I hereby advise the issuing and service of summons and enter my appearance herein both in my own proper person and as guardian for Flora Biggett, Millie Biggett, and William Biggett, the within named defendants.
November 30th 1882. Peter Mackan.

On the 14th day of September A. D. 1883, an answer was filed with the Clerk of said Court, which reads as follows:-

Answer
4140
Martha Mackan Plaintiff
Against
Flora Biggett, et al. Defendants
Court of Common Pleas, of Union County Ohio
Answer of Guardians Ad Litem.
And now come the said defendants Flora Biggett, Millie Biggett, and William Biggett by their guardian ad litem herein appointed, and for answer to the plaintiffs petition herein say that they are ignorant of the facts stated in said petition and therefore deny the same and ask proof thereof and defendants ask that their rights may be fully protected by the Court for all proper relief in the premises.
James S. Mc Campbell
Guardians Ad Litem for infant defendants
Flora Biggett, Millie Biggett, and William Biggett.

Afterward on the 1st day of October, 1883, an Entry was made on the Journal by the Clerk of said Court, which reads as follows:-

Entry
4140
Martha Mackan Plaintiff
vs.
Flora Biggett et al. Defendants
Entry.
This day this cause came on for hearing and thereupon James S. Mc Campbell Esq. was appointed as guardian ad litem for the said defendants, Flora Biggett, Millie Biggett, and William Biggett and said guardian having filed his answer herein the cause came on to be heard upon the petition, answer of said guardian and the evidence, and the same was argued by counsel and submitted to the Court. On consideration of the Court do find that of the money paid by said plaintiff as part of the purchase money for the premises described in said petition that the sum of Three hundred dollars thereof was paid by said plaintiff at the time of said purchase herself and while said William Biggett former husband of said plaintiff was living and that as to said sum a trust

resulted by operation of law in favor of said plaintiff and that said sum of money was the one sixth part of said purchase money and that said plaintiff is thereby entitled to and hereby is decreed to be the owner in fee simple of the undivided one sixth part of said premises so described in said plaintiff's petition. As to the remaining Three Hundred Dollars so paid by said plaintiff as part of the purchase money aforesaid the Court find that the sum of two hundred dollars thereof was paid by said plaintiff on the 1st day of April A.D. 1871 and the sum of One hundred dollars thereof was paid by said plaintiff on the 1st day of April A.D. 1873 both of said sums having been paid subsequent to the death of said William Biggett and that no trust resulted therefrom by reason of said sums having been so paid since the death of said William Biggett. It is therefore considered, adjudged and decreed that said plaintiff do receive of said defendants, Flora Biggett, Millie Biggett and William Biggett said sum of Three Hundred and Eleven and ¹⁰/₁₀₀ Dollars with six per cent interest thereon from the 10th day of September A.D. 1883. Said sum being the principal and interest so found due as aforesaid. The Court further find that the said plaintiff as late widow of said William Biggett deceased, is entitled to dower in the remaining five sixths of the premises described in the petition, and that the said plaintiff is seized of 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 of said premises; that the defendants Flora Biggett, Millie Biggett and William Biggett are tenants in common with the said plaintiff in the said premises and are seized of and have a legal right to the remaining five sixths of said premises, subject to such dower of said plaintiff. And for reason aforesaid why partition should not be made; it is therefore ordered, adjudged and decreed that the said plaintiff be endowed of one full equal third part of said five sixths of said premises and that such partition of said estate be made; and that such order issue to the Sheriff of the said County of Union, Ohio, commanding him that by the aid of Andrew J. Mowry, Joseph H. Pichay and Andrew Taylor three judicious and disinterested gentlemen of the vicinity who are not of kin to either party and who are hereby appointed Commissioners for that purpose, he set off and assign such dower to the said plaintiff according to law, and that by the like aid of the said named Commissioners, he cause to be set off and divided to the said plaintiff and to all of said defendants, Flora Biggett, Millie Biggett and William Biggett in gross, the part and proportions of the said estate to which they are herein before found entitled. And it is ordered that if, in the opinion of the said Commissioners, said premises can not 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 plaintiff.

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

Maatha Mackean, Plaintiff

Flora Biggett, et al. Defendants

Court of Common Pleas, Union County, Ohio
Mansfield Nov. 17th 1883.

In the Clerk of said Court:-

Issues a writ of partition and dower in the above entitled case to the Sheriff of Union County, returnable according to law.

John M. Broaduck, Attorney for Plaintiff

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On the 17th day of November A.D. 1883, a writ of Partition and Dower was issued by the Clerk of said Court which reads as follows:-

Writ of Partition and Dower

Writ of Partition
4140

The State of Ohio }
Union County ss }
To the Sheriff of said County: I certify:-
The command given, that without delay, by the paths of A.S. Whoury, Thomas A. Elson and J. H. Richey, now cause to be set off and assigned to Martha Mackam late widow of William Diggitt, late of said county, deceased, one full equal third part of the Real Estate hereinafter described; and that in like manner, by the like paths of the same men, you cause partition to be made of the following real estate, situate in the Township of Dore, County of Union and State of Ohio, to-wit:- Part of Virginia Military Survey No. 3007. Beginning at a stone in the center of the County Road to Beth and said Dore run road and being south west corner to John Price's land. Thence with Price's South line S. 80° W. 112 1/2 poles to a stone North West corner to land now owned by Benjamin Rodgen, thence S. 74° E. 74 poles to a stone. Thence N. 80° E. 112 1/2 poles to a stone in the center of said road, being N. 80th East corner to A. Taylor's line; Thence with the center of said road N. 10° W. 74 poles to the beginning, containing Fifty-two acres and five poles. Subject to said dower estate, among the persons named herein, and in the following proportions, to-wit:- To Martha Mackam (free of dower) 1/3 part; To Flora Diggitt, William Diggitt and Willie Diggitt (subject to dower) 2/3 parts. 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 Martha Mackam is petitioner, and Flora Diggitt, Willie Diggitt and William Diggitt are respondents; and that your proceedings in the premises you distinctly certify, under your hand to our said Court forthwith.

Witness my name and the seal of the Court of Common Pleas, at the Court House in Marysville this 17th day of Nov. A.D. 1883
J. D. Bingham, Clerk.

Writ returned and filed December 15th 1883. Indorsed as follows:-
Sheriff's Return.

Sheriff's Return

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the paths of A.S. Whoury, Thomas A. Elson and J. H. Richey, causing Dower to be assigned to Martha Mackam, widow of William Diggitt 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.

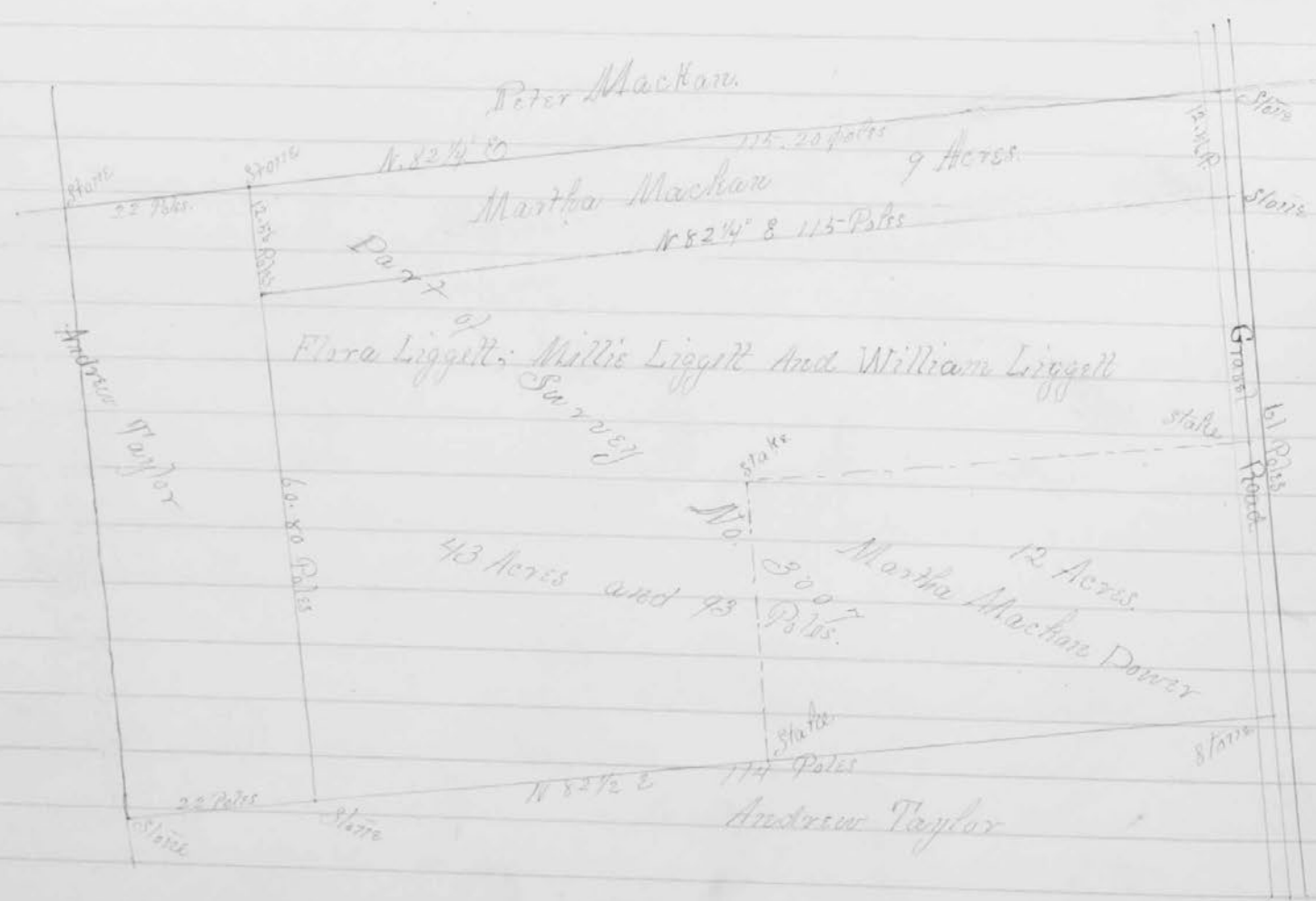
Service 45, Mileage 76, Executing Writ 30, Appraising Dower 1.20, Report of Com. 2.00
Commissioners 10.00 Total \$14.96 Given under my hand this 15th day of December A.D. 1883.
John Kobensack, Sheriff.

Commissioner's Report.

Martha Mackam Plaintiff }
Against } Court of Common Pleas, Union County ss.
Flora Diggitt et al. Defendants }
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

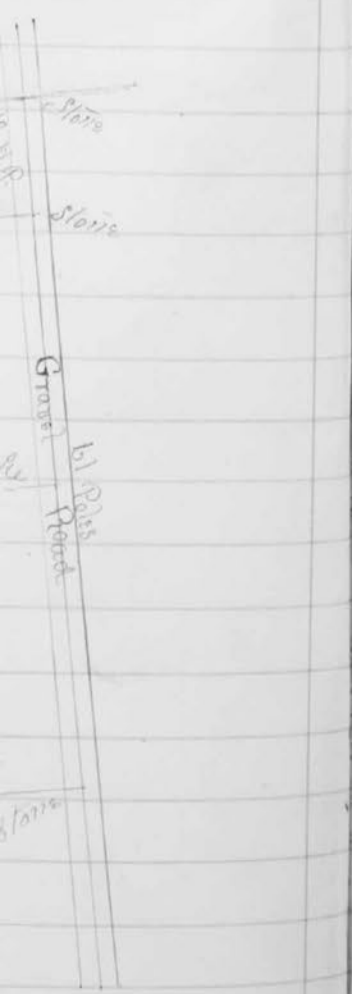
study survey, and upon actual view of the premises do set off and assign to the said Martha Mackan as her Dower, in the said lands, in said petition described, the following tract, to-wit: Beginning at a stone in the center of the Sherman and Mackan Gravel Road, and North East corner to Andrew Taylor's land, thence with the North line of said land $S 82 \frac{1}{2}^{\circ} W$ 60 poles to a stake, thence $N 6 \frac{1}{2}^{\circ} W$ 33 poles to a stake, thence $N 82 \frac{1}{2}^{\circ} E$ 60 poles to a stake in the center of the said Sherman and Mackan Gravel Road, thence with said road $S 6 \frac{1}{2}^{\circ} E$ to the beginning containing 12 Acres, and we do make partition of the same as follows, In the said Martha Mackan so much of said lands (free of dower) as is contained within the following bounds, to-wit: Situate, in the County of Monroe and State of Ohio and being part of survey No. 3007, Beginning at a stone in the center of the Sherman & Mackan Gravel Road, and ~~North East~~ ^{South East} corner to Peter Mackan's land, thence with the South line of said land $S 82 \frac{1}{4}^{\circ} W$ 116 poles to a stone North East corner to a lot of land containing 10 acres conveyed by Isaac O. Foreman to John W. Foreman April 25th 1864, thence with the East line of said lot $S 7 \frac{1}{2}^{\circ} E$ 12 poles to a stone, thence $N 82 \frac{1}{4}^{\circ} E$ 115 poles to a stone in the center of said Gravel Road, thence with the center of said road $N 6 \frac{1}{2}^{\circ} W$ 12 poles to the beginning. Containing seven acres.

In the said Flora Liggitt, Millie Liggitt and William Liggitt as tenants in common, so much of said lands (subject to the dower of Martha Mackan) as is contained within the following bounds, to-wit: Beginning at a stone in the center of the Sherman and Mackan Gravel Road and North East corner to Andrew Taylor's land, thence with the North line of said land $S 82 \frac{1}{2}^{\circ} W$ 114 poles to a stone North East corner to a lot of land containing 10 acres conveyed by Isaac O. Foreman to John W. Foreman April 25th 1864, thence with the East line of said lot $N 7 \frac{1}{2}^{\circ} W$ 60 poles to a stone South West corner to Martha Mackan's land, thence with the North line of said land $N 82 \frac{1}{4}^{\circ} E$ 115 poles to a stone South East corner to said land in the center of the said Gravel Road, thence with the center of the said road $S 6 \frac{1}{2}^{\circ} E$ 61 poles to the beginning containing 43 Acres and 93 poles, to the same corner or less.



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Commissioners Fees and Costs

J. H. Richey Commissioner one day 1.00; J. H. Richey Clerk one day 1.00
 Thomas N. Elson Commissioner one day 1.00; Tho^s N. Elson Clerk one day 1.00
 A. S. Money, Commissioner one day 1.00; A. S. Money Surveyor and for Plat and Report 2.00
 Peter Mackan, Scribe one day 1.00; Total \$ 10.00

Given under our hands this 12th day of December A. D. 1883.

J. H. Richey
 A. S. Money Commissioners
 Tho^s N. Elson

Afterward, on the 13th day of January A. D. 1884 an Entry was made on the Journal by the Clerk of said Court, which reads, as follows: -

Entry
 4140

Maackan Plaintiff

Entry

vs.
 Elson Diggitt et al Defendants.

On motion to the Court by the plaintiff and upon perusing the return of the Sheriff and the report of the Commissioner 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 Maackan have and possess the lands so assigned to her as and for her reasonable dower in said premises; and that she and the other parties hold in severally the parts and premises so set off and assigned to each respectively. And the Clerk is hereby directed to have so much of this decree, as will show the transfer of title to the several parties, put upon record in the office of the Recorder of this County.

And it is further ordered that the costs of this action, including a Counsel fee of \$ 45.00 to John M. Redick Attorney for services herein, be paid by the said parties in the following proportions, to-wit: One-half by the said Maackan and the other half by the said defendants Elson Diggitt, Millie Diggitt and William Diggitt.

Attest J. P. Burgess Clerk.
 By A. R. Burgess Deputy

Plea 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 Third Subdivision of the Tenth Judicial District of the State of Ohio on the tenth day of September in the year of our Lord One Thousand Eight Hundred and Eighty Three. Wherefore, to-wit: - On the 31st day of March A. D. 1883, the following Petition was filed with the Clerk of said Court: -

Petition
 4233

Charles F. Gill, Plaintiff

vs.
 J. S. Gill

Indorsees & Thornhill Union County Bank,
 Henry Green and Pelig Dranton, -
 Administrators of Newton Case - Defendants

Court of Common Pleas, Union County Ohio
 Petition

The Plaintiff, Charles F. Gill says: That on the 27th day of March 1879, G. J. Moore and his wife O. L. Moore and John M. Horn, were married, executed and delivered to T. H. Moore

a Mortgage Deed, upon the following premises situate, in Union County, Ohio bounded and described as follows: Beginning at a stake S. E. corner to J. A. Cook's Trust Addition to the village of Richmond in said County; Thence N. 17² W. 14³ poles to a stake in West-line of said Addition; Thence N. 85⁴ E. 49³ poles to a stake in S. W. R. Youngs West-line, Thence S. 17² E. 14³ poles to S. B. Hamiltons North-line, Thence S. 85⁴ W. 49³ poles to place of beginning, containing four acres of land, which said Mortgage deed has a condition, therein written, as follows, to wit: Whereas the said C. J. Monroe and J. M. Horn have this day executed to said Moore, or order, three promissory notes of fifty dollars each, the first note due on one year from date, and the other two notes each due on eighteen months from date. Each note bearing interest from date. Now if the said Monroe and Horn faithfully pay said notes as they become due respectively, then these presents shall be void. Said mortgage was left for Record May 26th 1879, and Recorded June 24th 1879, in Union County Records of Mortgages. Plaintiff further says that the last of said notes has been paid, in full, but the said two notes falling due March 29 and September 29th 1880, were in the usual course of business transferred and assigned to him the said plaintiff for value received, together - said mortgage deed and that the plaintiff is now the legal owner and holder of said notes and mortgage. That the conditions of said mortgage have become forfeited and the same has become absolute, and there is due and unpaid on said two notes the sum of \$100⁰⁰ with interest from March 29th 1879, that two copies of said notes are hereto attached, marked Exhibit "A" & "B." As a second cause of action plaintiff says that said C. J. Monroe, Viola B. Monroe, on said 29th day of March 1879 executed to L. H. Monroe a Mortgage Deed upon said above described premises, which Deed has therein written a condition, as follows to wit: - that if the said John M. Horn and C. J. Monroe, or either of them shall well and truly pay or cause to be paid their promissory note for the sum of \$300⁰⁰ dated on or about March 25th 1879, in favor of the Peoples Bank of Maysville and signed by L. H. Monroe as surety and shall save and keep harmless the said L. H. Monroe from the payment of the same and all demands thereof and from all costs and expense resulting from said surety ship. Then these presents shall be void. Plaintiff says that said Monroe and Horn failed to pay said note, or any part thereof and that said L. H. Monroe was compelled to pay and did pay to said Bank the amount of said note, to wit \$332²⁵ February 11th 1881, the same having been renewed August 11th 1880 for six months, by which payment said mortgage Deed became absolute. Plaintiff says that in due course of trade said note of August 11th 1880, for \$332²⁵ was duly transferred and assigned to him for a valuable consideration, and that he is now the legal owner and holder of the same, and also the said mortgage deed. That said mortgage was duly recorded in Union County Records, May 25th 1879. Plaintiff says there is now due and unpaid on said note and mortgage, the sum of \$332²⁵ with interest from February 11th 1881 at 8 per cent. a copy of said note is hereto attached, marked exhibit "C" and made a part of this petition. Plaintiff says the defendants J. S. Hill has the legal title to said premises by deed from said C. J. Monroe, and the other defendants claim to have some interest therein by way of judgment lien. Plaintiff therefore prays that they may be required to set up and prove their said claims and that

and this note and to be a l to be paid commens to be in other and State of Union galvance. Seals. Note \$50.00 " " " order " Indorsed June 18 to Mr. H. the value Note \$50. " or pro " Exdorse Note \$332 " " received " Marcy " received Indorsed note to for work without I hereby appeared When J. S. Hill from and Pe in equi

and that an account may be taken of the amount now due upon said debt note and mortgage herein decided and a decree of the Court declaring the same to be a lien upon said premises and that unless the same be paid by a day to be named by the Court that an order of sale issue to Sheriff of said County commanding him to advertise, appraise and sell said premises and payment to be made from the proceeds of said sale, of the plaintiffs claims and for all other and further relief the case may require

P. R. Kee, Attorney for Plaintiff

State of Ohio }
Union County ss. Charles F. Gill the Plaintiff being sworn says the allegations in the foregoing petition are true as he believes.

Chas. F. Gill

Sworn to before me and subscribed in my presence this day of March 1883

Seal

S. W. Van Hook, Notary Public

Copy of notes mentioned in the foregoing petition

Note \$50.00

Once upon after date we promise to pay to Tho^s H. Moore or order Fifty Dollars with interest. Value received, March 29th 1879

" D. J. Monroe " John M. Horn "

Endorsed as follows: "I assign this note to L. H. Moore this 22nd day of June 1880, Tho^s H. Moore." "Value received I assign the within note to W. H. Davis June 3rd 1881," "Feb. 21st 1883 for value received I assign the within note to Charles F. Gill without recourse on me. W. H. Davis."

Note \$50.00

Eighteen months after date we promise to pay to T. H. Moore or order Fifty Dollars with interest, val. received, March 29th 1879

" D. J. Monroe " John M. Horn "

Endorsements same as above.

Note \$332 ³⁵/₁₀₀ Marysville Ohio, Aug. 11th 1880

Six months after date, we principal debtors, we jointly and severally promise to pay to the Peoples Bank or order at their Office in Marysville, O. Three Hundred and Thirty Two and ³⁵/₁₀₀ Dollars for value received. Witness our hands and seals this 11th day of Aug. 1880

" Monroe & Horn. Seal " D. J. Monroe Seal " L. H. Moore Seal "

Endorsed as follows: June 6th 1881, for value received we assign the within note to L. H. Moore. Peoples Bank by Chas. Chapman " Feb. 21st 1883 for value received I transfer and assign the within note to Chas. F. Gill without recourse on me. W. H. Davis.

March 30th 1883

I hereby waive the issuing and service of process and enter my appearance to this action and consent to the decree prayed for by plaintiff

J. S. Hill.

Chas. F. Gill, Plaintiff

Court of Common Pleas, Union County Ohio
Marysville, March 31st 1883

J. S. Hill et al. Defendants

In the Clerk of said Court:

I have commone to the Sheriff of Union County for the defendants Henry Egan and Releg Dearborn, Administrator of Newtons Estate, enclose Proceedings in equity

P. R. Kee Attorney for Plaintiff.

On the 31st day of March A. D. 1883, a summons was issued by the Clerk of said Court, which reads as follows:-

Summons
4233

The State of Ohio }
Union County, ss }
To the Sheriff of the County of Union, Kenting:-
You are hereby notified Henry Evans and Pleg Cranston Administrators of Newton Case that they and others have been sued by Charles F. Hill in the Court of Common Pleas of Union County, and that unless they answer by the 28th day of April A. D. 1883, the petition of said Plaintiff, against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 7th day of April A. D. 1883.

Witness my hand and the seal of said Court, this 31st day of March A. D. 1883.

J. D. Burgees, Clerk.

Proceeding in equity. P. R. McCoy Plaintiffs Attorney.

Writ returned, and filed April 4th 1883. Indorsed as follows:-

Sheriff Return

The State of Ohio }
Union County, ss }
Received this Writ March 31st A. D. 1883, at five o'clock P. M. and pursuant to its command, on the 3rd day of April A. D. 1883 I served the same by delivering a true copy of this writ with endorsement thereon to the within named Pleg Cranston and by leaving a copy of the same at the usual place of abode of the within named Henry Evans.

Since 45, Widgeo 2. 56, Crp. 40, Total # 3. 41.

John Hobenack, Sheriff

Afterwards on the 30th day of June A. D. 1883, an Answer and Cross Petition were filed with the Clerk of said Court, which reads as follows:-

Answer
4233

Charles F. Hill, Plaintiff }
vs. }
J. P. Hill et al. Defendants }
Court of Common Pleas, Union County, Ohio
Answer & Cross Petition of Pleg Cranston as Adm. of N. Case

And now comes the defendant Pleg Cranston by leave of the Court first had and for answers to the plaintiff's petition by way of Cross petition says: On the day of A. D. 1881 he was duly appointed and qualified and letters were granted him by the Probate Court of Union County Ohio as administrator of the estate of Newton Case, deceased. That as the administrator of said estate he did by the consideration of the Court of Common Pleas of Union County Ohio secure a judgment against W. J. Moore and J. W. Harris on the 26th day of January 1883, for the sum of four hundred, forty nine and two dollars with interest from the 26th day of January A. D. 1883. That on that day an execution was issued and as they made on the premises in the petition described, and that no part of said judgment has been paid and that it is a valid and subsisting lien on said premises. This defendant therefore asks an order of sale of said premises that the lien on said premises may be marshaled - that the said premises may be sold and distribution made of the proceeds of said sale and for all proper relief in the premises.

Pleg Cranston, Administrator of Newton Case, deceased by
Piper & Robinsons his Attorneys.

The State of Ohio }
Union County, ss }
Pleg Cranston being duly sworn according to law

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Sworn to
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Answer
4233

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says the facts stated and allegations in his foregoing answer and cross petition are, as he verily believes, true.
Sworn to before me by Pleg Oramston and by him subscribed in my presence this 30th day of June A.D. 1883.

J. Q. Burgess Clerk.

On the 19th day of June A.D. 1883, the Answer and Cross Petition were filed with the Clerk of said Court which reads as follows:-

Answer
4233

Charles F. Gill, Plaintiff
Against
J. S. Hill, Executor & Thomhill, Executor On Bond
Henry Evans and Pleg Oramston, Administrator of
Newton Case, deceased, Defendants.
Court of Common Pleas
Union County, Ohio
Answer and Cross Petition of
Henry Evans Defendant.

Defendant Henry Evans, says that on the 11th day of February 1882 before Henry Wright, a Justice of the Peace in and for the Blairsville Township, Union County Ohio, he recovered a judgment against O. J. Warner and John W. Horn, for one hundred and twelve dollars (\$112.⁰⁰) debt with interest at 8% and --- dollars costs. That on the 13th day of March 1882 he filed a transcript of said judgment in the office of the Clerk of the Common Pleas Court of said County for his and execution upon the real estate of said defendants O. J. Warner and John W. Horn, and thereby obtained a lien upon the real estate described in the petition; that on the --- day of --- 1882 by his order an execution was issued on said judgment to the Sheriff of said County and a levy made upon the real estate described in the petition on the day of --- 1882; that on the --- day of --- 188- \$ --- were paid on said judgment and \$ --- on costs and said execution was returned by said Evans; that said judgment is still in full force and there is due and unpaid thereon the sum of \$ --- and is and has been a subsisting lien on said premises from March 13th 1883.

E. E. Cole Attorney for H. O. Evans.

State of Ohio }
Union County ss. } Henry Evans being first duly sworn says that the facts stated and allegations in his foregoing answer and cross petition, are as he believes true.
Sworn to and subscribed before me this 19th day of June 1883 by Henry Evans
J. Q. Burgess Clerk.

Entry
4233

Afterwards on the 15th day of August A.D. 1883, an Entry was made on the Journal by the Clerk of said Court, which reads as follows:-
Charles F. Gill, Plaintiff }
vs. } Petition on Note and Mortgage.
J. S. Hill, et al. Defendants } Entry

And now comes the said Charles F. Gill by P. R. K. Orr his attorney (and the Defendants by their attorneys, and their upon this cause came on to be heard upon the petition, answer and cross petition and evidence, and was argued by counsel,) and the said Defendant J. S. Hill still failing to answer or answer to the said petition, the said petition is taken to be true. It is therefore considered that the said plaintiff ought to recover the amount due him by reason of the premises; on consideration whereof the Court find that there is due to the plaintiff

in the notes and mortgages in the petition mentioned and set forth, the sum of Five Hundred Dollars; and that it is a lien upon said premises. It is therefore considered and decreed by the said Court here, that said mortgage Debt be and the same are hereby foreclosed and the defendant J. S. Hill pay the plaintiff Five Hundred Dollars, the sum foreclosed due as aforesaid, and also the costs taxed at \$ And it is further ordered and adjudged that in case the said defendant fail for ten days from this date, to pay to the said plaintiff the said sum of Five Hundred Dollars so on aforesaid foreclosed due, with costs of suit, an order issue to Sheriff of said County commanding him to cause the said lands and premises in said petition described, to be appraised, advertised and sold, according to law, and apply the proceeds of the sale, first in payment of costs; second, in payment of the judgment so as aforesaid rendered; and the residue, if any, to bring into Court, to abide the further order of said Court.

Charles F. Hill Plaintiff

Plaintiff

vs.

J. S. Hill et al. Defendants

Court of Common Pleas, Union County, Ohio
 Mansfield August 15th 1883

In the Clerk of said Court:

Issue Order of Sale in the above case returnable according to law.

P. R. Howe, Atty for Plaintiff.

On the 15th day of August A. D. 1883, an Order of Sale was issued by the Clerk of said Court which reads as follows:-

Order of Sale

4233

The State of Ohio

Union County, ss.

Order of Sale

In the Sheriff of said County, Gentling:-

Whereas, at a term of the Court of Common Pleas, held at Mansfield in and for said County, on the 15th day of April A. D. 1883, in the case of Charles F. Hill, Plaintiff and J. S. Hill et al. Defendants, it was ordered, adjudged and decreed as follows, to-wit:- That if within ten days from the entry of this decree, the defendant fail to pay the sum foreclosed due the plaintiff that an order of sale issue to the Sheriff of said County commanding him to appraise, advertise and sell the said land and premises in plaintiffs petition described as follows, to-wit:- Being part of Survey No. 6293, Beginning at a stake South East corner, to John A. Crokes first addition to the village of Richwood in said County, thence N. 17 1/2° W. 14 1/2 poles to a stake, in the west line of said addition, thence N. 85° E. 49 2/3 poles to a stake in S. P. R. Youngs West line; thence S. 17 1/2° E. 14 1/2 poles to G. B. Hamiltons North line, thence S. 85° West 49 2/3 poles to place of beginning, containing four acres of land.

You therefore command you, that you proceed to carry said order, judgment and decree into execution agreeable to the tenor thereof, and that you cause to be sold the above described Real Estate under the statute regulating Sales in Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as aforesaid 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 Mansfield, Ohio, this

[Seal]

15th day of August A. D. 1883

J. Q. Burgess, Clerk.

Sherriff Return

The State

Union

County,

J. M. W.

Sherriff

Return

of

Order

of

Sale,

in

the

case

of

Charles

F. Hill

vs.

J. S. Hill

et al.

Defendants.

Witness

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15th

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of

August

A. D.

1883

Sherrill Returns

The State of Ohio
Union County, ss.

Sherriff's Return

In obedience to the command of the Order of Sale hereto annexed, I did, on the 23rd day of August-1883, summon James A. Huggart, J. M. Mealy and W. H. Donknight, 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 23rd day of August A.D. 1883, said Appraisers returned to me, under their hands and seals, that they did upon actual view of the premises, estimate and appraise the real value in money of the same at Two Hundred and Fifty Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the 23rd day of August-1883, I caused to be advertised in the Richmond Reporter (a newspaper printed and published and of general circulation in Union County,) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 22nd day of September A.D. 1883, 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; four consecutive weeks; and in pursuance to said notice, I did, on said 22nd day of September A.D. 1883, 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 there came Charles F. Hill who bid for the same the sum of Two Hundred and Thirty Four Dollars and said sum being more than two-thirds of the appraised value thereof and said Charles F. Hill being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of \$234.⁰⁰

Service 30, Levy 30, Summoning and Swearing Appraisers 1.20, Appraisers fee 3.00, Writing Appraisal 30, Copy of Appraisal 30, Sheriff's fee 7.00, Writing Notice 30, Mileage 2.56, Poundsage 3.51, Total \$18.47

John Kobeneck, Sheriff

Sherriff's Land Appraisal

Sherriff's Land

Appraisal

4233

We, the undersigned, disinterested freeholders and residents of the County of Union and State of Ohio, having been duly summoned and sworn by John Kobeneck, Sheriff in and for said County, respectively to appraise, upon actual view, the following described Tracts and Tenements, to-wit:
Situate in the County of Union and State of Ohio and in the village of Richmond, Ohio and known and described as part of survey No. 6273 beginning at a stake south east corner to John A. Doble's first addition to the village of Richmond and said County, thence N. 17 1/2° W. 14 1/2 poles to a stake in the west line of said addition, thence N. 85° E. 49 5/8 poles to a stake in S. V. R. Youngs West-line, thence S. 17 1/2° E. 14 1/2 poles to S. B. Hamilton's North line, thence S. 85° West 49 5/8 poles to place of beginning, containing four acres of land to be sold on an Order of Sale issued from the Court of Common Pleas of said County in the action of Charles F. Hill against J. S. Hill 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 Two Hundred and Fifty Dollars. Given under our hands and seals, this 23rd day of Aug. A.D. 1883

James A. Huggart
J. M. Mealy
W. H. Donknight

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County, Ohio
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Afterward on the 15th day of December A.D. 1853, a Proof of Publication was filed with the Clerk of said Court, which reads as follows:-

Proof of Publication
-7233

Charles F. Hill, Plaintiff

Sherriff's Sale

On Order of Sale.

J. S. Hill, et al. Defendants

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 north door of the Court House, in Mansfield, Ohio on Saturday, September 22nd, 1853, 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 Richmond County of Union State of Ohio, and being known and described as being part of Survey No. 1293, beginning at a stake south east corner to John A. Cooks first addition to the Village of Richmond, in said County, thence north 17 1/2°, west 14 1/2 poles to a stake in the west line of said addition; thence north 85 degrees east 49.52 poles to a stake in S. V. R. Ferrings west line; thence south 17 1/2 degrees east 14 1/2 poles to G. R. Hamilton's north line; thence south 85 degrees west 49.52 poles to place of beginning, containing four acres of land.

Appraised at \$350.00 Terms of Sale Cash.

John H. Oberacker, Sheriff

August 25th 1853.

P. R. Kern, Attorney.

Statement

J. S. Blake being duly sworn, says he is one of the publishers of the Richmond Reporter, a Weekly Newspaper, published and printed in Richmond, Union County, Ohio, and of general circulation therein, and that the annexed Advertisement was published in said newspaper four consecutive weeks, the first insertion being on the 25th day of August A.D. 1853.

J. S. Blake

Sworn to and subscribed before me, this 8th day of December A.D. 1853.

[Seal]

P. R. Kern, Notary Public

Printer's Fee \$7.00 Notary's Fee \$4.00

Afterward, on the 5th day of January A.D. 1854, an Entry was made on the Journal by the Clerk of said Court, which reads as follows:-

Entry
4233

Charles F. Hill, Plaintiff

Entry

J. S. Hill, et al. Defendants

This day this cause came on to be heard, on motion of the plaintiff to confine the Sale of premises made by the Sheriff in this case and for an order of distribution of the proceeds thereof, was argued by counsel, and the Court being fully advised, in the premises and the Return of the Sheriff being produced to the Court and it appearing to the Court, that said sale and proceedings of the Sheriff were in all respects according to law and the order of the Court, It is hereby ordered and adjudged that said proceedings and sale be and the same are hereby confirmed and the Sheriff is hereby ordered to provide to the purchaser Charles F. Hill as due for said premises according to law. And the Court commencing now to the distribution of the proceeds, it is ordered that the Sheriff out of the money in his hands pay first the costs of this action taxed at \$7.00 secondly the tax of 7 1/2% due upon said premises. Third, the balance of the money in his hands to be applied, as far as it will go, on the account for the plaintiff Charles F. Hill.

Attest J. P. Bragman Clerk, By A. R. Bragman Deputy

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Now before His Honor John H. Rice Judge of a Court of Common Pleas before and held at the Court House, in the town of Waverly within and for the County of Union of the Third Subdivision of the First Judicial District of the State of Ohio, on the tenth day of September in the year of our Lord One Thousand Eight Hundred and Eighty Three. On the 8th day of November A. D. 1882, the following Petition was filed with the Clerk of said Court:-

Petition
4375

By James Broughman - Plaintiff
vs.
Sarah Drake, Nancy Jane Robt, James M. Robt, John O. Skidmore, Nancy Jane Skidmore, John B. Skidmore, Thomas Skidmore, Marshall Wheeler, Sylvester Dymus Wheeler, Mary Jane Lawrence, William Mackley, Richard Lawrence, Sarah Elizabeth Mackley, Matilda Ann Wheeler, Jay Wheeler, Marion Dayfayette Wheeler, Bora Wheeler, Frank Wheeler and Isaac Shick - Defendants.

Court of Common Pleas
Union County, Ohio

Petition

The plaintiff says, that on or about the 11th day of September A. D. 1882, one John Broughman late of Union County, Ohio died intestate, seized of an estate in fee simple in the following described real estate situated in the County of Union in the State of Ohio and in Liberty Township being a part of V. M. Survey No. 4815 bounded and described as follows: Beginning at a stake in the center of the Bellefontaine and Columbus Turnpike N. E. corner to Thomas Hancock's land, thence S. 76¹/₂° N. 15¹/₂° poles to the center of said free pike to a stake in James H. Ends East line; thence N. 71¹/₂° E. 70¹/₂ poles to a stone; thence N. 11¹/₂° N. 67¹/₂ poles with James H. Ends East line to a stake on the North bank of Mill Creek; thence down said Creek with the meanders thereof to a stone from which a water line bears S. 64° E. 2¹/₂ poles distant; thence S. 81³/₄° E. 8³/₁₀ poles to a stake corner to Thomas Skidmore's land; thence S. 8³/₄° N. 97 poles with said Skidmore's West line to a stake in the center of said free mound pike; thence S. 77³/₄° N. 10 poles to the place of beginning, containing 41²/₅ Acres more or less. Also the following tract in the County, State and Township aforesaid being a part of V. M. Survey No. 12388 and 12401 and bounded and described as follows: Beginning at a stake S. E. corner to V. M. Survey No. 4815 from which a water line bears N. 26° N. 3 poles distant; thence S. 9¹/₂° N. 115¹/₅ poles with the West line of Survey No. 3480 to a stake; thence N. 81³/₄° N. 53 poles to a stake in Thomas Hancock's East land line; thence N. 15¹/₄° E. 101⁴/₅ poles to a stake; thence S. 81³/₄° E. 18³/₅ poles to a stake; thence N. 15¹/₄° E. 16 poles to a stake; thence S. 81³/₄° E. 22 poles to the place of beginning, containing 27²/₅ Acres more or less. Also the following tract in the County, State and Township aforesaid being a part of V. M. Survey No. 12472 and bounded and described as follows: Beginning at a stone in the track of the Bellefontaine and Mt. Vernon Rail Road called by some "Rob tail", thence N. 57 poles 14 feet 5 inches to a stake and stone; thence N. in the line of Frank Oakwood's land 43 poles 27 feet 6 inches to a stake and stone; in the center of a road bearing through John Perry's land and one line of William Wilson's land; thence S. 49 Rods, 7 feet 6 inches to a stake and stone; thence S. on line of J. W. Swadlow the being lot bought of Isaac Shick 31 poles 5 feet 6 inches to the place of beginning, containing eleven acres and seven eighths more or less.

The said premises descended to the following persons, only heirs and legal representatives of the said John Brougham deceased, full of dower (said John Brougham never having married), to-wit:-

First, To Cyrus Brougham, the plaintiff, who is a brother of said John Brougham, decd.
Second, To Sarah Drake, a sister of said John Brougham, now the widow of Daniel Drake deceased, and who resides in Davis County in the State of Iowa.
Third, To Nancy Jane Robt, who is a sister of said John Brougham deceased and resides with her, her husband James M. Robt in Wynnow County, Ohio.

Fourth, To the children of Mary Skidmore, now deceased, who was a sister of said John Brougham deceased, and the wife of Thomas Skidmore of Wynnow County, Ohio, to-wit:- Julia O. Skidmore, now 21 years of age, Nancy Jane Skidmore now 17 years of age, and John B. Skidmore now 11 years of age. All of said children reside with their father Thomas Skidmore in Wynnow Co. O.

Fifth, To the children of Elizabeth Wheeler, now deceased, who was a sister of said John Brougham deceased, and the wife of Marshall Wheeler who resides in Taylor County in the State of Iowa, to-wit:- 1st To Sylvester Cyrus Wheeler now of age, and residing in Taylor County in the State of Iowa.

2nd To Mary Jane Lawrence, now of age, and residing with her husband Richard Lawrence in Vermillion County in the State of Illinois, 3rd To Sarah Elizabeth Mackley, now of age and residing with her husband William Mackley in Taylor County, Iowa. 4th To Matilda Irene Wheeler, now of age, and residing in Taylor County, Iowa.

5th To Jay Wheeler, now of age, and residing at Cotton Wood Falls in the State of Kansas. 6th To Marion La-fayette Wheeler, now of age, and residing in Davis County in the State of Iowa. 7th & 8th To Rosca Wheeler and French Wheeler, twin children, now 16 years of age and residing with their father Marshall Wheeler in Taylor County in the State of Iowa.

The parties above named have the following undivided interests in said premises:-

- First, Cyrus Brougham, the plaintiff, one undivided fifth in fee-
- Second, The said Sarah Drake one undivided fifth in fee-
- Third, The said Nancy Jane Robt one undivided fifth in fee-
- Fourth, The said Julia O. Skidmore one undivided fifteenth in fee-
- Fifth, The said Nancy Jane Skidmore one undivided fifteenth in fee-
- Sixth, The said John B. Skidmore one undivided fifteenth in fee-
- Seventh, To Sylvester Cyrus Wheeler one undivided fortieth in fee-
- Eighth, To the said Mary Jane Lawrence one undivided fortieth in fee-
- Ninth, To the said Sarah Elizabeth Mackley one undivided fortieth in fee-
- Tenth, To Matilda Irene Wheeler one undivided fortieth in fee-
- Eleventh To the said Jay Wheeler, one undivided fortieth in fee-
- Twelfth, To the said Marion Lafayette Wheeler one undivided fortieth in fee-
- Thirteenth, To the said Rosca Wheeler, one undivided fortieth in fee
- Fourteenth, To the said French Wheeler one undivided fortieth in fee.

The plaintiff asks that said Sarah Drake, Nancy Jane Robt, James M. Robt, Julia O. Skidmore, Nancy Jane Skidmore, John B. Skidmore, Thomas Skidmore, Marshall Wheeler, Sylvester Cyrus Wheeler, Mary Jane Lawrence, William Mackley, Richard Lawrence, Sarah Elizabeth Mackley, Matilda Irene Wheeler Jay Wheeler, Marion Lafayette Wheeler, Rosca Wheeler, French Wheeler (and Isaac Shick who is the administrator of the estate of said John Brougham deceased) be made parties defendants to the petition, and the plaintiff desiring to hold his said interest in severally, asks that partition may be

made of that said

The State of Iowa

allegation

Service to this 8th day

Opinion

the Clerk

Cyrus Brougham

4375

Sarah Drake

residing at Lawrence

Nancy Jane Skidmore

Julia O. Skidmore

with the

Cyrus Brougham

4375

Sarah Drake

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Cyrus Brougham

4375

Sarah Drake

Summons

Shover

made of said premises, or if partition cannot, without manifest injury, be made, that
that said premises may be sold, or other order taken pursuant to Statute.

A. J. Casperly Atty. for Off.

The State of Ohio
Union County, ss. Cyrus Brougham being sworn says that the facts stated and
allegations contained in his foregoing petition are true as he truly believes.

Cyrus Brougham.

Sworn to by Cyrus Brougham before me and signed by him in my presence
this 8th day of November A.D. 1883.

J. Q. Bergner, Clerk.

On the 22nd day of November A.D. 1883, a waiver of summons was filed with
the Clerk of said Court which reads as follows, to-wit:-

Name of
Summons
4375

Cyrus Brougham, Plaintiff
vs.
Sarah Drake et al. Defendants

Court of Common Pleas, Union County, Ohio
Action for Partition

We the undersigned, hereby severally waive the
issuing and service of process in the above entitled action and enter our
appearance herein, November 9th 1883.

Nancy J. Robt. James M. Robt. S. B. Skidmore
Julia O. Skidmore Nancy J. Skidmore John B. Skidmore.

On the 22nd day of November A.D. 1883, a waiver of summons was filed
with the Clerk of said Court, which reads as follows, viz:-

Name of
Summons
4375

Cyrus Brougham, Plaintiff
vs.
Sarah Drake et al. Defendants

Court of Common Pleas, Union County, Ohio
Action in Partition

We hereby waive the issuing and service of
process in the above entitled case and enter our appearance herein.
November 9th 1883.

Wm. J. Lawrence
Richard Lawrence

On the 22nd day of November A.D. 1883, a waiver of summons was
filed with the Clerk of said Court, which reads as follows;

Name of
Summons
4375

Cyrus Brougham Plaintiff
vs.
Sarah Drake et al. Defendants

Court of Common Pleas, Union County Ohio
Action in Partition.

We hereby severally waive the issuing and
service of process for or in the above entitled action and enter our appearance
herein, November 9th 1883

Sylvester Cyrus Wheeler
Malinda Ann Wheeler Rosa Wheeler
French Wheeler Marshall Wheeler
Sarah Elizabeth Mackay William Mackay

On the 22nd day of November A.D. 1883, a waiver of summons was
issued by the Clerk of said Court which reads as follows:-

Name of
Summons
4375

Cyrus Brougham, Plaintiff
vs.
Sarah Drake et al. Defendants

Court of Common Pleas, Union County, Ohio.
Action for Partition

I hereby waive the issuing and service of
summons in the above entitled case and enter my appearance herein
November 9th 1883.

Marion Dayfayett Wheeler.

On the 22nd day of November A. D. 1883, an Order of Summons was filed with the Clerk of said Court which reads as follows: -

Summons
4375
Oyars Brougham Plaintiff
vs.
Sarah Drake et al. Defendants
Court of Common Pleas, Marion County, Ohio
Action for Partition
I hereby receive the issuing and service of process for me in the above entitled case and enter my appearance herein
November 7th 1883.
J. Whelan

Afterward on the 18th day of December A. D. 1883, an Order was made on the journal by the Clerk of said Court which reads as follows: -

Order
4375
Oyars Brougham Plaintiff
vs.
Sarah Drake et al. Defendants
Court of Common Pleas, Marion County, Ohio
Order

It appearing to the Court that Nancy J. Skidmore, John B. Skidmore, Rosa Whelan and Frank Whelan, minor defendants have been duly served with notice and that each of them together with their parents with whom they reside have waived the issuing of summonses and entered their appearance herein and that said Nancy J. Skidmore, Rosa Whelan and Frank Whelan are each over the age of fourteen years and have not applied for the appointment of a guardian ad litem although more than twenty days have elapsed since the entering of their appearance by them. On application of the plaintiff it is ordered that L. Piper Esq. be appointed guardian ad litem for said minor defendants and thereupon said L. Piper accepts said appointment.

On the 18th day of December 1883, the Answer of the Guardian ad litem was filed with the Clerk of said Court which reads as follows, viz: -

Answer
4375
Oyars Brougham, Plaintiff
vs.
Sarah Drake et al. Defendants
Court of Common Pleas, Marion County, Ohio.
Answer of Guardian ad litem

Nancy Jane Skidmore, John B. Skidmore, Rosa Whelan and Frank Whelan, minor defendants by L. Piper, their guardian ad litem, for answer to the petition, deny all of the allegations therein contained and say that they are of tender years and ask the Court to protect their rights and to grant them such relief as is proper.

L. Piper, Guardian ad litem
On the 18th day of December 1883, an Answer was filed with the Clerk of said Court which reads as follows, viz: -

Answer
4375
Oyars Brougham Plaintiff
vs.
Sarah Drake, et al. Defendants
Court of Common Pleas, Marion County Ohio
Answer

And now comes the defendant Isaac Shick and for his answer to plaintiffs petition herein says: That he is the duly appointed and qualified administrator of the estate of the said John Brougham deceased. That the personal estate of said John Brougham so far as he is now informed will not exceed thirty Dollars. That the claims against said estate due for interest to and accrued by him will amount to over fifteen hundred dollars. This defendant asks that the Court in case said premises are sold retains in its hands for this defendant or place in defendants hands to pay off the said claims the sum of Fifteen Hundred Dollars out of

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Isaac Shick

The State of Ohio

Union County ss Isaac Shick being sworn says that the facts stated and allegations contained in his foregoing answer are true as he verily believes.

Isaac Shick

Sworn to by Isaac Shick before me and signed by him in my presence this 15th day of December A. D. 1853

J. Q. Bourgeois, Clerk.

On the 15th day of December A. D. 1853, an Entry was made on the journal by the Clerk of the Court which reads as follows, viz:

Entry
4375

Cyrus Brougham, Plaintiff

Entry

Sarah Drake, et al. Defendants

And now comes the said Cyrus Brougham by A. T. Carpenter his attorney, and thereupon this cause came on to be heard upon the petition, the answer of the minor defendants and evidence and was argued by counsel; and consideration whereof the Court do find that due notice of the proceedings of this action has been given to all the defendants and that all of said defendants have voluntarily entered their appearance herein in writing receiving the issuing and service of summonses and the Court do further find that the said Cyrus Brougham has a legal right to and is seized in fee simple of one undivided fifth part of the said premises, and the Court do further find that the said Sarah Drake, Nancy Jane Robt, Julia O. Shidmore, Nancy Jane Shidmore, John B. Shidmore, Sylvester Cyrus Wheeler, Mary Jane Lawrence, Sarah Elizabeth Mackley, Matilda Jane Wheeler, Jay Wheeler, Marion Lafayette Wheeler, Rosa Wheeler and French Wheeler are tenants in common in said premises with the said Cyrus Brougham in the following proportions, to-wit: - That the said Sarah Drake and Nancy Jane Robt are each seized of one undivided one-fifth part thereof; The said Julia O. Shidmore, Nancy Jane Shidmore and John B. Shidmore are each seized of one undivided fifteenth part thereof; that the said Sylvester Cyrus Wheeler, Mary Jane Lawrence, Sarah Elizabeth Mackley, Matilda Jane Wheeler, Jay Wheeler, Marion Lafayette Wheeler, Rosa Wheeler and French Wheeler are each seized in fee of one undivided fortieth part thereof.

It is therefore ordered that a writ of Partition issue to the Sheriff of said County of Union commanding him that by the writs of A. S. Murray, Daniel A. Rice and Samuel B. Shidmore partition be made of said lands in the following proportions, to-wit: - To the said Cyrus Brougham one fifth part thereof. To the said Sarah Drake one fifth part thereof. - To the said Nancy Jane Robt one fifth part thereof - To the said Julia O. Shidmore, one fifteenth part thereof - To the said Nancy Jane Shidmore one fifteenth part thereof - To the said John B. Shidmore one fifteenth part thereof - To the said Sylvester Cyrus Wheeler one fortieth part thereof - To the said Mary Jane Lawrence, one fortieth part thereof - To the said Sarah Elizabeth Mackley, one fortieth part thereof - To the said Matilda Jane Wheeler one fortieth part thereof - To the said Jay Wheeler, one fortieth part thereof - To the said Marion Lafayette Wheeler, one fortieth part thereof - To the said Rosa Wheeler one fortieth part thereof and to the said French Wheeler one fortieth part thereof. And it is further ordered that the Sheriff return his proceedings in the premises forthwith -

Original
Dyann Braughan, Plaintiff
vs.
Sarah Drake, et al. Defendants

Court of Common Pleas, Union County, Ohio
Maysville, December 18th 1883

To the Clerk of said Court:-

Issue: Writ of Partition in the above entitled case to the sheriff of said County returnable according to law.

A. G. Cooper's Attorney for Plaintiff.

On the 18th day of December A. D. 1883, a Writ of Partition was issued by the Clerk of said Court which reads as follows:-

Writ of Partition

The State of Ohio
West of Union County, ss.

To the Sheriff of said County - Greeting:-

Partition
4375

We command you, that without delay, by the virtue of A. G. Cooper, Clerk
A. Braughan and Samuel B. Skidmore your co-defendants to be possessors of the
following described premises, situate in the County of Union and State aforesaid
and in Liberty Township, to-wit:- being a part of W. M. Survey No. 4815. Beginning at a stake in the center of the Bellefontaine and Columbus
for said Pike N. E. corner to Thomas Harwood's land, thence S. 76 1/2° W. 65 7/8
poles with the center of said free pike to a stake in James H. Oude's East line;
thence N. 7 1/2° E 90 3/4 poles to a stone; thence N. 11 1/2° W. 64 7/8 poles with James
H. Oude's East land line to a stake on the north bank of Mill Creek; thence down
said Creek with the meanders thereof to a stone from which a water line
bears S. 64° E 2 1/4 poles distant; thence S. 81 1/4° E. 8 3/4 poles to a stake corner to Thomas
Skidmore's land; thence S. 8 3/4° W. 77 poles with said Skidmore's West line to a
stake in the center of said free pike; thence S. 79 3/4° W. 10 poles to the place
of beginning containing 41 3/8 acres more or less.

Also the following tract in the County, State and Township aforesaid
being a part of W. M. Survey No. 12388 & 12401, bounded and described
as follows: Beginning at a stake S. E. Corner to W. M. Survey No. 4815 from
which a white oak bears N. 26° W. 3 poles distant; thence S. 9 1/2° W. 115 1/2 poles
with the West line of Survey No. 3480 to a stake; thence N. 81 3/4° W. 52 poles
to a stake in Thomas Harwood's East line; thence N. 15 1/4° E. 101 7/8 poles to a
stake; thence S. 81 3/4° E. 18 3/8 poles to a stake; thence N. 14 1/4° E. 16 poles to a stake;
thence S. 81 3/4° E. 22 poles to the place of beginning containing 27 3/8 acres
more or less.

Also the following tract in the County, State and Township aforesaid
being a part of W. M. Survey No. 12472 and bounded and described as
follows: Beginning at a stone in the track of the Bellefontaine and Mt. Vernon
Rail Road called by some "Hot Trail"; thence N. 50 poles 14 feet 5 inches to a
stake and stone; thence N. in the line of Sarah Drake's land 43 poles 27 feet
6 inches to a stake and stone in the center of a road crossing through John
Owens' land and on line of William Wilson's land; thence S. on line of
H. W. Smith's, being lot bought of Isaac Shirk, 31 poles 5 feet 6 inches to
the place of beginning containing eleven acres and seven eighths more or less
among the persons named herein and in the following proportions, to-wit:-

To Dyann Braughan 1/5 part, to Sarah Drake, one fifth part, to Nancy Jane Oude 1/5 part,
to Julia O. Skidmore one fifth part, to Nancy Jane Skidmore one fifth part,
to John B. Skidmore one fifth part, to Sylvester Cyrus White one fifth part
to Mary Jane Lawrence one fifth part, to Sarah Elizabeth Mankley one fifth part.

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to Malinda Jean Wheeler one fortieth part, to Jay Wheeler one fortieth part, to William Lafayette Wheeler one fortieth part, to Rosa Wheeler one fortieth part, to Bunch Wheeler one fortieth part in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union in a certain Petition for Partition wherein the said Ogden Baughman was petitioner, and Sarah Drake et al. 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 Maysville this 18th day of Dec. A.D. 1853

J. R. Burgess Clerk
By W. W. Hinget, Deputy

Seal

Sherriff's Return

As commanded by the foregoing Writ of Partition, I have executed the same by the calls of A. S. Mowry, D. A. Rea and S. B. Skidmore, causing said partition to be made, as will appear by the report of the Commissioners, herewith returned. Given under my hand, this 21st day of December A.D. 1853
Service 45, Mileage 1.60, Executing Writ 1.00, Surveying Com. 1.20, Com. Fees 6.30 Total \$10.55
John Robinson Sheriff

Commissioners Report

Ogden Baughman, Plaintiff
Against
Sarah Drake, et al. Defendants
Union County ss. Court of Common Pleas
In Partition
According to the command of the Writ of Partition in this case issued, and on the call of the Sheriff of said County, we the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, we are of the opinion that the said lands cannot be divided without manifest injury; and we do estimate the value of the first tract herein described containing 41 2/3 acres at \$27.50 per acre amounting to 1154.5 Dollars; Second tract herein described containing 27 1/2 acres at \$40.00 per acre amounting to 1112 Dollars; Third tract herein described containing 11 1/8 acres at \$35.00 per acre amounting to 415.62 Dollars
Fees: - A. S. Mowry, Commissioner one day \$1.00; D. A. Rea Commissioner one day 1.00; S. B. Skidmore Commissioner one day 1.00; A. S. Mowry Surveyor 2.50; A. S. Mowry making out Report of Commissioners 1.00. Total \$6.50
Given under our hands, this 20th day of December A.D. 1853
A. S. Mowry
D. A. Rea
S. B. Skidmore
Commissioners

Afterward, on the 12th day of January A.D. 1854, an Entry was made on the Journal by the Clerk of said Court, which reads as follows: -

Entry 4375
Ogden Baughman Plaintiff
vs.
Sarah Drake, et al. Defendants
Entry

This case came on for hearing upon the return of the sheriff and the report of the Commissioners heretofore appointed herein and on petition to confer the same and it appearing that said estate can not be divided by and in bonds without manifest injury to the value thereof and that said Commissioners have made and returned their appraisement of said premises in the

sum of \$3072.⁵³ The Court finds the said return and proceedings in all respects correct and in conformity to law and do there fore approve and confirm the same. And it appearing to the Court that the said Cyrus Brougham and Nancy Jane Rott have elected to take said premises at their appraised value, the same are, upon payment by the said Cyrus Brougham and Nancy Jane Rott of said sum of \$3072.⁵³ hereby adjudged to them and the Sheriff is ordered to convey said premises to them accordingly by deed in fee simple - It is further ordered that the Sheriff out of the proceeds of the said sale pay: First, to the Clerk of this Court the costs of this action (including a counsel fee of \$53.²¹ to A. P. Carpenter for his services herein) taxed to \$75.³¹ Secondly, the taxes now a lien on said land to wit the sum of \$30.³² Thirdly, it appearing from the answer of Isaac Shick, the administrator of the estate of John Brougham deceased, filed herein that the indebtedness of said estate is largely in excess of the assets which have come into his hands and that Fifty-two Hundred Dollars or more of the money realized from said sale will be required to pay said indebtedness it is hereby ordered, no one objecting thereto, that the balance of the proceeds of said sale amounting to \$2946.⁵² be paid to the said Isaac Shick, as administrator of said John Brougham deceased, and that after the payment of the debt of said John Brougham and the costs of administration said Isaac Shick shall, of the money remaining in his hands pay:

- 1st To Cyrus Brougham one fifth (1/5) thereof, 2nd To Sarah Crake one fifth (1/5) thereof,
- 3rd To Nancy Jane Rott one fifth (1/5) thereof, 4th To Julia O. Stidmore one fifth (1/5) thereof,
- 5th To Nancy Jane Stidmore one fifth (1/5) thereof; 6th To John B. Stidmore one fifth (1/5) thereof,
- 7th To Sylvester Cyrus Whelan one fortieth (1/40) thereof, 8th To Mary Jane Lawrence one fortieth (1/40) thereof,
- 9th To Sarah Elizabeth Whaley one fortieth (1/40) thereof,
- 10th To Matilda Jane Whelan one fortieth (1/40) thereof,
- 11th To Jay Whelan one fortieth (1/40) thereof, 12th To Marion Lafayette Whelan one fortieth (1/40) thereof,
- 13th To Rosa Whelan one fortieth (1/40) thereof, 14th To French Whelan one fortieth (1/40) thereof

Attest J. P. Brugner Clerk.
By A. P. Brugner, Deputy.

Wicas 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 Third Subdivision of the First Judicial District of the State of Ohio on the tenth day of September in the year of our Lord One Thousand Eight Hundred and Eighty Three, Christopher Court on the 25th day of September A. D. 1883, the following Petition was filed with the Clerk of the Court:

Petition 4292
Francis M. Graham, Plaintiff
vs.
Stephen Graham, Christian M. Graham,
Elizabeth Hamilton, Sarah Lane,
Alta G. Graham and George Graham
Guardians of said Alta G. Graham, Defendants

Court of Common Pleas
Union County Ohio.

Petition

The said plaintiff Francis M. Graham, represents that Robert Graham late of the County of Union and

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State of Ohio deceased, was at the time of his decease seized in fee simple of the follow-
ing real estate situate in said County of Meigs in the State of Ohio, in the town-
ship of Paris and in the village of Marysville and bounded and described
as follows, viz: - Being all of lot No. 260 numbered two hundred and sixty (No. 260)
and two hundred and sixty-one (No. 261) in S. O. Row addition to Marysville.
Also all of lot No. 262 numbered two hundred and eighty-eight (288) (the fol-
lowing premises in said village of Marysville, being part of W. M. Sney's No.
2357, beginning at a stake in the North West corner of Charles L. Mullins land,
thence South ten poles to a stake; thence West four poles to a stake; thence North ten
poles to a stake in Center Street; thence East with the line of said street to the
place of beginning, being one fourth of an acre more or less. The said Robert
Graham died leaving Mary J. Graham his widow, who on the 21st day of
February 1882, did Quit-Claims by Deed all of her right title and interest
in the said described lands in plaintiffs petition, to Stephen Graham,
Francis M. Graham, Christian M. Graham, Elizabeth Hamilton, Sarah
Dane and Alva C. Graham, being the legal heirs and representatives of the
said Robert Graham deceased. The said Robert Graham left the following
persons his only heirs entitled to the said lands in the proportions following
viz: - The Plaintiff one sixth part; Stephen Graham one sixth part;
Christian M. Graham one sixth part; Elizabeth Hamilton one sixth part;
Sarah Dane one sixth part; Alva C. Graham one sixth part. All of
whom are now living and reside at Meigs County and State of Ohio
except Elizabeth Hamilton who resides in Madison County Ohio.
The plaintiff says he is entitled to partition of said lands described and
prays that all of the defendants herein before named be made defendants
to this proceeding and if the lands will not bear partition without man-
ifest injury that the same be sold according to law and that the proceeds be
divided among the heirs of Robert Graham in the proportions before men-
tioned and such other relief be granted as may be right.

R. L. Woodburn Attorney for Plaintiff.

The State of Ohio }
Meigs County, ss. } Francis M. Graham Plaintiff bring duly sworn says
he believes the allegations of the above petition are true as he verily believes
Francis M. Graham.

Sworn to before me and signed in my presence this 27th day of July A. D. 1883
A. H. Brighter Notary Public

Meigs of
Summons

Francis M. Graham, Plaintiff
vs
Stephen Graham et al. Defendants
Court of Common Pleas, Meigs County Ohio

The undersigned defendants in
the foregoing case do hereby waive the issuing and service of summonses
in this case in order to save costs, not reserving any rights however in
the case except to enter our appearance in the case.

Stephen Graham, D. M. Graham
George Graham Guardians of Alva C. Graham
Elizabeth Hamilton, Sarah Dane

Afterward on the 6th day of September 1883, an Entry was made in the
journal by the Clerk of said Court which reads as follows: -

Entry
4292

Francis M. Graham, Plaintiff
vs.
Stephen Graham et al. Defendants

Entry

And now this case coming on to be heard upon the petition and the evidence the Court find that all of the defendants have had due legal notice of the pendency and demand of the said petition and that they are in default for answer thereto. Thereupon the Court further find that the plaintiff and the defendants hereafter named are tenants in common in the estate described in the petition, that the plaintiff Francis M. Graham has a legal right to the one sixth thereof, the defendant Stephen Graham one sixth part thereof and the defendant Elizabeth Hamilton one sixth part thereof, the defendant Sarah Lane one sixth part thereof, and the defendant Abner W. Graham one sixth part thereof. And the plaintiff is entitled to have partition of said estate made as prayed in his petition. It is therefore ordered, adjudged and decreed that partition of said estate be made in favor of all parties in interest, and James H. Roney, D. L. Robinson and Elbridge Searns three judicious and disinterested freeholders of the vicinity are hereby appointed Commissioners to make the same. And it is ordered that a writ of partition issue to the Sheriff of Union County commanding him that by the order of the Commissioners above named he cause to be set off and divided to each of the above named parties the part and proportion of said estate to which they are severally above found entitled. And it is ordered that if said estate can not be divided without manifest injury to the estate thereof they shall return that fact to the Court with a just valuation of the estate. And of the proceedings herein said Sheriff is ordered to make due return.

Francis M. Graham, Plaintiff

Receipt
4292

Stephen Graham, et al. Defendants

Court of Common Pleas, Union County, Ohio
Marysville, September 6th 1883.

In the Clerk of said Court:-

New Writ of Partition in the above case to the Sheriff of Union County returnable according to law.

R. L. Woodburn, Atty for Plaintiff.

On the 6th day of September A. D. 1883, a Writ of Partition was issued by the Clerk of said Court, which reads as follows, viz:-

Writ of Partition

Writ of Partition
4292

The State of Ohio
Union County, ss.

To the Sheriff of said County - Greeting:-

We command you, that without delay, by the name of James H. Roney D. L. Robinson and Elbridge Searns you cause partition to be made of the following described premises, situate in the County of Union and State aforesaid and in the village of Marysville bounded and described as follows to-wit:- Being all of two lots numbered two hundred and sixty (No. 260) and two hundred and sixty-one (No. 261) in S. C. Town addition to Marysville, - Also all of two lots numbered two hundred and eighty-eight (288) also the following premises in said village of Marysville being part of W. M. Emory Tr. 3351 beginning at a stake in the North West corner of Chas. D. Williams land; Thence South ten poles to a stake, Thence West four poles to a stake, Thence North ten poles to a stake in Cedar Street; Thence East with

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the line of said tract to the place of beginning, being one fourth of an acre more or less, among the persons named herein, and in the following proportions, to-wit: to Francis M. Graham one sixth part; to Stephen Graham one sixth part; to Christian M. Graham one sixth part; to Elizabeth H. Hamilton one sixth part; to Sarah Lane one sixth part; to Alva D. Graham one sixth part. in presence 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 Francis M. Graham is petitioner, and the said Stephen Graham et al 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 Masonville Ohio, this 6th day of September A. D. 1883. J. Q. Rungwe, Clerk.

Writ returned and filed September 13th 1883, Endorsed as follows, viz: Sheriff Return

As commanded by the foregoing Writ of Partition, I have executed the same by the parties of C. L. Robinson, James Roney and Elbridge Green causing said partition to be made, as will appear by the report of the Commissioners, herewith returned.

Service 60, Mileage 32, Executing Writ, 100, Surveying Com. 1.20, Com. Fee 3.00 Total - \$ 6.12 Given under my hand, this 12th day of September A. D. 1883. John Kobusack, Sheriff.

Commissioners Report

Francis M. Graham, Plaintiff
 Against
 Stephen Graham et al, Defendants
 Court of Common Pleas, Union County, ss.
 In Partition

According to the command of the Writ of Partition in this case issued, and on the call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn and upon actual view of the premises, we are of the opinion that the said lands can not be divided without manifest injury; and we do estimate the the value of the same at - Lot No. 260 Three hundred and fifty dollars (\$350⁰⁰), Lot No. 261 Three hundred and fifty dollars (\$350⁰⁰) Lot No. 288 Five hundred dollars (\$500⁰⁰) and V. M. Survey No. 333-1 One thousand dollars (\$1000⁰⁰) as described in petition.

Given under our hands, this 12th day of September A. D. 1883.

James H. Roney }
 C. L. Robinson } Commissioners
 Elbridge Green }

Afterward on the 15th day of September A. D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows; to-wit: -

Entry
 Francis M. Graham, Plaintiff
 vs
 Stephen Graham, et al, Defendants
 Entry

This case came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein and on motion to confirm the same. And it appearing from said report that said estate could not be divided by partition and bonds without manifest injury to the value thereof. And that

said Commissioners made and returned their appraisement of said estate Lot No. 260 \$350.⁰⁰ Lot No. 261 \$350.⁰⁰ Lot No. 288 \$500.⁰⁰ and No. 3351 as described in petition \$1000.⁰⁰ The Court find the said return and proceedings in all respects correct and in conformity to law, and therefor approve and confirm the same. And therefor neither of said parties electing to take the said estate at its appraised value, an motion of the plaintiff it is ordered that said estate be sold at public auction and that an order issue therefor to the Sheriff of Union County, and the said Sheriff is ordered to return his proceedings to this Court without unnecessary delay

Francis M. Graham Plaintiff

Against

Stephen Graham et al. Defendants

Court of Common Pleas, Union County, Ohio
Waynesville, October 15th 1883

To the Clerk of said Court:-

Issue an Order of Sale in Partition in the above case to the Sheriff of Union County, returnable according to law.

R. L. Woodbrown, Plaintiffs Attorney.

On the 15th day of October A.D. 1883, an Order of Sale in Partition was issued by the Clerk of said Court, which reads as follows, to-wit:-

Order of Sale in Partition

The State of Ohio
Union County, ss.

To the Sheriff of said County, Greeting:-

In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the September Term, A.D. 1883 in a certain Petition for Partition, now pending in said Court, wherein Francis M. Graham is petitioner and Stephen Graham 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, and State aforesaid and in the village of Waynesville:- Being all of Am Lots Nos. 260 and 261 in S. O. Co's addition to Waynesville, also all of lot No. 288. Also the following described premises in said village of Waynesville being part of V. M. Smiley No. 3351 Beginning at a stake in the North West corner of Charles D. Matthews land; thence South 10 poles to a stake; thence West four poles to a stake; thence N. ten poles to a stake in Center Street; thence East with the line of said Street to the place of beginning, being one fourth of an acre more or less. Appraised as follows, Lot No. 260 at \$350.⁰⁰; Lot No. 261 at \$350.⁰⁰; Lot No. 288 at \$500.⁰⁰ and V. M. Smiley No. 3351 at \$1000.⁰⁰; and that your proceedings in the premises give notice hereof to our said Court of Common Pleas at their next term; and have your return and true bill thereon.

Witness my hand and the Seal of the said Court at Waynesville this 15th day of October A.D. 1883

J. O. Bingham 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 Waynesville Tribune, a newspaper printed and in general circulation in Union County, Ohio; and on the 15th day of December A.D. 1883, 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

Prose

Order of Sale

4292

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the lands and tenements described in this writ: - Lot No. 26 sold to J. Hamilton for Two Hundred and Thirty-Eight Dollars and Thirty Five Cents (\$248.35). Lot 261 sold to R. P. Thompson for Two Hundred and Eighty Dollars and Thirty-Five Cents (\$248.35). Lot 288 sold to R. P. Thompson for Three Hundred and Seventy-Five Dollars (\$375.00). Survey 3351 sold to Joseph A. Davis for Seven Hundred Dollars (\$700.00) said sales being more than two-thirds the appraised value; and they being the highest and best bid was declared the purchasers. Service 73, Mileage 64, Copy to Parties 30, Poundage 14.56, Pinder's Fee 12.00 - Total \$28.23

John Kobersack, Sheriff.

Afterward on the 22nd day of December A.D. 1883, the following Proof of Publication was filed with the Clerk of said Court: -

Proof of Publication

Francis M. Graham, Plaintiff

Sheriff's Sale

vs.
Stephen Graham et al. Defendants

Court of Common Pleas, Marion County, O.
Order of Sale in Partition.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Marion County, State of Ohio, I will offer at public sale at the north door of the Court House in Marysville, Ohio, on Saturday, December 15th, 1883, 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 of Marysville, the County of Marion, State of Ohio, and being known and described as being all of In Lots No. 260 and 261, in S. C. Town addition to the town of Marysville; also, all of In Lot No. 288, also the following premises in said village of Marysville being part of W. M. survey No. 3351, beginning at a stake in the North West corner of Charles L. Wenzler's land; thence South ten poles to a stake; thence West four poles to a stake; thence North ten poles to Centre street; thence East with the line or said street to the place of beginning being one-fourth of an acre more or less. Lot No. 260 appraised at \$350.00; Lot No. 261 appraised at \$350.00; Lot No. 288 appraised at \$500.00; W. M. survey No. 3351 appraised at \$1000.00. Terms of sale - One-third cash, one-third in one year, and one-third in two years, with interest on deferred payments. R. L. Woodburn, Attorney, Oct. 24th 1883.

John Kobersack, Sheriff

The State of Ohio }
Marion County, ss. }

The undersigned being duly sworn, says that a copy of the annexed notice was published for four consecutive weeks in the Marysville Tribune, a newspaper of general circulation in the County of Marion, the first publication beginning October 24th 1883.

W. O. Hoover

Sworn to and subscribed before me, this 22nd day of December 1883

R. L. Woodburn, Notary Public

Afterward on the 22nd day of December A.D. 1883, an Entry was made on the journal by the Clerk of said Court, which reads as follows, to-wit:

Entry 4292

Francis M. Graham Plaintiff

Entry

vs.
Stephen Graham, Defendants

On motion of the plaintiff and upon producing the return of the Sheriff of his proceedings and sale under the

former order of the Court, and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed, and the said Sheriff is ordered by and standy executed to convey Lot number Two hundred and sixty (260) as described in petition to the purchaser Elizabeth Hamilton in fee simple (free of dower) - and Lot Two hundred and sixty one (261) to the purchaser R. B. Thompson in fee simple (free of dower) also number Two hundred and eighty eight (288) to the purchaser R. B. Thompson in fee simple (free of dower) also the premises as described in the petition, being part of Virginia Military Survey No. 3351 and described by meter and bounds and being the last described premises in plaintiffs petition, to the purchaser Joseph A. Davis in fee simple (free of dower) The said Mary J. Graham, widow of said Robert Graham bearing, released her dower interest in all of the above premises by Quit Claim Deed as set forth in the petition of the plaintiff and it appearing to the Court that the total amount of sales of the premises described in petition is \$1941⁰⁰. It is further ordered that out of the proceeds of said sale the Sheriff pay: First, to the Treasurer of Union Co. Thirty Seven and ²⁰/₁₀₀ Dollars, being the taxes and penalty due on said premises Secondly, to the Clerk of this Court the costs of this action, including a counsel fee of \$61⁰⁰ to R. L. Woodhouse for his services herein taxed at \$182¹³/₁₀₀. Thirdly and of the residue of the proceeds of said sale to the plaintiff Francis M. Graham one sixth of the cash proceeds, to-wit the sum of \$ and also one sixth part of the note for the deferred payments, to the defendants Stephen Graham, Christian M. Graham, Elizabeth Hamilton, Sarah Lane and to George Graham Guardian of Alice A. Graham each one sixth part of the cash proceeds to-wit: the sum of \$ and also to each one sixth part of the note for the deferred payments

Attest J. D. Burgess Clerk
By A. R. Burgess, Clerk

Held before His Honor John A. Price, Judge of a Court of Common Pleas begun and held at the Court House in the town of Mayeville within and for the County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the tenth day of September in the year of our Lord One Thousand Eight Hundred and Eighty Three, A. D. 1883, to-wit:-

On the 17th day of August A. D. 1883, the following Petition was filed with the Clerk of said Court:-

Petition
4293
Charles W. Sawward, Plaintiff
Against
Philip M. Adams & Lenora Adams, Defendants

In the Court of Common Pleas
Union County, Ohio
Petition

Plaintiff says: that on the 6th day of January A. D. 1882, the defendant Philip M. Adams made and delivered to plaintiff his promissory note of that date, and standy promised to pay to said plaintiff or order the sum of Six Hundred and Fifty Dollars with 8 per cent interest thereon after due, payable semiannually, in six months after the date thereof, the following is a copy of said note with the indorsements thereon:

Mayeville, O. January 9th 1882

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" Six months after date I promise to pay to the order of Charles W. Southard, "
 " for value received, Six Hundred and Fifty Dollars with 8 per cent interest "
 " payable semi-annually in advance after due. Payable at Mansfield, Ohio. "
 " (Secured by mortgage) Philip B. Adams "

Indorsed: - " Interest for six months paid on the within note from 9th 1882. " Interest "
 " paid on the within note to July 9th 1883, this 12th / 16th 1882 "

On the said 6th day of January A.D. 1882, and to secure the payment of said note, the said defendants Philip B. Adams and Devora Adams, his wife, executed and delivered to the said plaintiff their mortgage deed and thereby conveyed to said plaintiff, his heirs and assigns the following described premises: - Situate in the Township of York, County of Union and State of Ohio. Part of Virginia Military Survey No. 5387, Beginning at a stone (beech, hickory, elm, and lynn) South-East corner to said Survey, thence with the east line of said Survey N. 10 1/2° E. 212⁰⁰ poles to a stone, corner to Elizabeth Fox's land; thence with the South line of said land N. 80 1/4° W. 127⁰⁰ poles to a stone, corner to said land in the West line of lot No. 2 of the subdivision of said Survey No. 5387; thence with the West line of lots No. 2 and 1 of said subdivision S. 10° W. 211 poles to a stake (elm, hickory and lynn) South West corner to said lot No. 1 in the South line of said Survey No. 5387; thence with said line S. 80° E. 126⁰⁰ poles to the beginning, containing 168 acres, more or less. The condition contained in said mortgage deed was in substance that if the said defendants Philip B. Adams should pay or cause to be paid to said plaintiff said promissory note here in mentioned then said deed to be void, otherwise to remain in full force and effect in law. On the 9th day of January A.D. 1882 at 4 o'clock P.M. said mortgage was duly filed with the Recorder of said Union County for record and was recorded by him on the 12th day of January A.D. 1882 in Volume 17 Page 265 of the Records of Mortgages of Union County Ohio. Said deed has become absolute and there is due and remaining unpaid upon said indebtedness the sum of Six Hundred and Fifty Dollars with interest thereon from the 9th day of July A.D. 1883, at the rate of 8 per centum per annum, payable semi-annually. Plaintiff therefore asks judgment against said defendant Philip B. Adams for said sum of Six Hundred and Fifty Dollars with eight per cent interest thereon from the 9th day of July A.D. 1883, payable semi-annually; that said mortgage may be foreclosed, said premises ordered to be sold and the proceeds applied in payment of said indebtedness and for all other and proper relief in the premises.

John W. Breckin, Attorney for Plaintiff

The State of Ohio }
 County of Union, ss. } Charles W. Southard, the plaintiff, being sworn
 makes oath that the facts stated in the foregoing petition are, as affiant
 believes, true.
 Sworn to by said Charles W. Southard, before me and signed by him in my
 presence this 17th day of Aug. A.D. 1883

F. B. Fulton Notary Public [Seal]

To the Clerk: - Issue summonses to within named defendants to Sheriff of Union
 County, Ohio, Returnable according to law. Endorse "Foreclosure of mortgage and judg-
 ment. Amt. claimed \$650 with 8% int. payable semi-annually from July 9th 1883.
 John W. Breckin, Atty. for Plaintiff

On the 17th day of August - A. D. 1883, a Summons was issued by the Clerk of said Court which reads as follows, viz: -
Summons

Summons 4291 The State of Ohio }
Waynes County, ss. } To the Sheriff of the County of Wayne, Greeting: -
We command you to notify Philip O. Adams and Dinora Adams that they have been sued by Charles W. Southard, in the Court of Common Pleas of Wayne County, and that unless they answer by the 15th day of Sept. A. D. 1883 the petition of said plaintiff against them filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 27th day of Aug. A. D. 1883. Witness my hand and the seal of said Court, this 17th day of Aug. A. D. 1883.
J. Q. Bingham Clerk.

An action for Foreclosure of Mortgage and judgment. Amount claimed \$650.⁰⁰ with 8% int. payable semi-annually from July 9th 1883.

John M. Brodwick Plaintiff's Attorney
With return and filed August 27th A. D. 1883. Endorsed as follows: -

Sheriff's Return The State of Ohio }
Waynes County, ss. } Received this writ August 17th A. D. 1883 at four o'clock P. M., and pursuant to its command, on the 25th day of August A. D. 1883, I served the same by delivering a true copy of this writ with endorsements thereon to each of the within named defendants.
Fees 45, Mileage 1.76, Exp. 40, Total \$2.61
John H. Cobensack Sheriff.

Afterward on the 23rd day of October A. D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit: -

Entry 4293 Charles W. Southard, Plaintiff vs. Philip O. Adams et al. Defendants

This day this case came on to be heard and it appearing to the Court that the said Philip O. Adams had, since the filing of the petition herein, paid to said plaintiff the amount of said claim and having at the time of the payment thereof agreed to pay to the Clerk of this Court the costs herein, and having failed to pay said costs, it is therefore considered and adjudged by the Court that said plaintiff do recover of said defendant, Philip O. Adams, his costs herein expended, taxed to \$ and if default be made in the payment thereof for the period of ten days from the entry of this decree, then that an order issue to the Sheriff of said County commanding him to appear, advertise and sell the premises in said petition described as upon execution and bring the proceeds into Court for further orders.

Attest J. Q. Bingham Clerk.
By A. R. Bingham Deputy

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Plead before His Honor John A. Rice, 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 Adams of the Third Subdivision of the Sixth Judicial District of the State of Ohio, to-wit: day of September in the year of our Lord, one thousand, eight hundred and eighty three

Petition 4289

D. W. Southward, Plaintiff vs. George W. Dordy, Almira M. Dordy and William Rhoads, Defendants

Court of Common Pleas of Adams County, Ohio

Petition

Plaintiff says: - That on the 2nd day of March A.D. 1882, the said defendant George W. Dordy made and delivered to the defendant William Rhoads his six promissory notes of that date: Nos. 1, 2, 3, 4, and 5: calling for Eight Hundred Dollars each with six per cent interest and due respectively in one, two, three, four and five years after the date thereof and No. 6, calling for the sum of Seven Hundred and Ten dollars with six per cent interest and due six years after date thereof. The following is a copy of the first of said notes: -

" \$ 800.00
Marysville, March 2nd 1882.
" One year after date I promise to pay to the order of William Rhoads
" Eight Hundred Dollars at Marysville, with interest at 6 per cent. Value
" received. No. one. Due March 2nd 1883. Secured by mortgage
" George W. Dordy, Indorsed Wm Rhoads

Plaintiff says that there are no other indorsements on said note, and that plaintiff is now the legal owner and holder thereof by purchase from said William Rhoads. On the 5th day of March A.D. 1883, payment of said note was demanded of said George W. Dordy, but the same was not paid of all of which the said defendant William Rhoads had due notice. On said 2nd day of March A.D. 1882, the said defendants George W. Dordy and Almira M. Dordy, to secure the payment of the said promissory note, above mentioned duly executed and delivered to the said William Rhoads their mortgage deed and thereby conveyed to the said William Rhoads his true and assign the following described premises, to-wit: - " Situate in the County of Adams and State of Ohio, Part of Virginia Military Survey No. 12472. Beginning at a stone, North East corner to William Milligan's land in the North line of said Survey No. 12472; thence with said line S. 80° E. 230⁰⁰/₁₀₀ poles (passing the South East corner of Survey No. 3480 at 183²⁴/₁₀₀ poles) to a stone, thence with the center of the Wheelbarrow road S. 10° N. 69⁵⁴/₁₀₀ poles to a stone; thence N. 80° W. 229⁷²/₁₀₀ to a stone North West corner to T. O. Underhille's land in the East line of said William Milligan's land; thence with said line N. 91⁴/₁₀₀ E. 69⁷²/₁₀₀ poles to the beginning. Containing one bounded acre, be the same more or less.

Also another lot of land situate in said County and State, and a part of said Survey No. 12472. Beginning at a lynch, sugar and buck, North East corner to lands conveyed by Howard S. Shaffer and Margaret Shaffer his wife to William Rhoads on the 16th day of December 1873, thence with the South line of Thomas Cowha's land and the lands of Israel Lockman's heirs S. 83° E. 113 poles to two hickories corner to James T. Mahaffey's land, and thence with his line S. 7° W. to a stake in said Mahaffey's line and 25 feet at right angle (on the northerly side) from the center of the Bellfontaine and

Delaware Rail Road; thence westerly with the westerly line of said Rail Road and 25 feet from the center to the east line of said lands of William Rhoads; thence with his East line N. 7° E to the beginning, containing (or) partly five acres more or less. Said mortgage contained a condition which was in substance that if said George W. Donly, his heirs and assigns should pay or cause to be paid to the said William Rhoads, his heirs or assigns each of the said six promissory notes above mentioned then said mortgage to be void, otherwise to be and remain in full force and virtue in law. On the 6th day of March A.D. 1882 at two o'clock P.M. said mortgage was duly left for record at the Recorder's Office of Union County, Ohio and was duly recorded March 7th 1882 in Volume 17 page 342 of the Records of Mortgages of said County. On the 10th day of March A.D. 1882; the said William Rhoads sold, assigned and transferred all his right and title and interest in and to said mortgage to said plaintiff, which assignment is written on said mortgage and recorded in said volume and page above mentioned. Said mortgage has become absolute, there is due and remaining unpaid on said first note above mentioned the sum of Eight Hundred Dollars with six per cent interest thereon from the 2nd day of March A.D. 1882. Plaintiff therefore asks judgment against said defendant George W. Donly as maker and said defendant William Rhoads as indorser for said sum of Eight Hundred Dollars with six per cent interest from March 2nd 1882, and One and 2/3 Dollars protest fee on said note. And that said premises may be sold and the proceeds applied to the payment of said judgment and for all other and proper relief in the premises.

John M. Berwick, Attorney for Plaintiff

The State of Ohio }
County of Union ss. } O. W. Southard the plaintiff being sworn makes oath that the facts stated in the foregoing petition are, as affiant believes, true.

Sworn to by said O. W. Southard before me and signed by him in my presence this 10th day of August A.D. 1883.

J. D. Burger Clerk.

O. W. Southard, Plaintiff
George W. Donly, Alona M. Donly,
and William Rhoads, Defendants

Court of Common Pleas, Union County Ohio
Mansfield, August 10th 1883

In the Clerk of said Court: -
I have summons to defendants within named, to Sheriff of Union County Ohio, returnable according to law. Indorse Transference of mortgage and judgment: Amount claimed \$801.²⁵ with 6% int. on \$800⁰⁰ from March 2nd 1882

John M. Berwick Attorney for Plaintiff
On the 10th day of August A.D. 1883, a summons was issued by the Clerk of said Court which reads as follows: -
Summons

The State of Ohio }
Union County, ss. } To the Sheriff of the County of Union, I certify: -
The concerned man to testify George W. Donly, Alona M. Donly and William Rhoads that they have been sued by O. W. Southard his the

Summons
4289

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Court of Common Pleas of Union County, and that unless they answer by the 10th day of September A. D. 1883, the petitions of said D. W. Southard against them filed in the Clerk's Office of said Court, such petitions will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 20th day of August A. D. 1883.

Witness my hand and the seal of said Court, this 10th day of August A. D. 1883. J. Q. Ruggles, Clerk.

In actions for Foreclosure of Mortgage and judgment, amt. claimed \$801.⁰⁰ with 6% int. on \$800.⁰⁰ from March 2nd 1882.

John W. Bradick, Plaintiff's Atty.

Writ returned and filed August 27th 1883. Indorsed as follows: -
The State of Ohio } Sheriff's Return
Union County, ss. }

Received this Writ August A. D. 1883, at five o'clock P. M., and pursuant to its command, on the 27th day of August A. D. 1883 I served the same by delivering a true copy with indorsements thereon to each of the within named defendants.

Service, 60; Mileage 2.00; Copy 60; Total \$9. 30

John H. Obermeyer, Sheriff, Union Co. O

Afterward on the 25th day of September A. D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows:

Entry 4287

D. W. Southard, Plaintiff vs. George W. Donly, et al Defendants

Entry

This day came the plaintiff by his attorney and the defendants still failing to answer or demur to the Court find that the allegations of said petition are confessed by them to be true and that there is due from said defendant George W. Donly as maker and said defendant William Rhode as indorser, to said plaintiff the sum of Eight Hundred and Seventy Three and 700 Dollars with six per cent interest thereon from the 10th day of September A. D. 1883. It is therefore considered and adjudged by the Court that the said plaintiff do recover from said defendant George W. Donly as maker and from said defendant William Rhode as indorser, said sum of Eight Hundred and Seventy Three and 700 Dollars with six per cent interest thereon from the 10th day of September A. D. 1883, and his costs herein expended and execution is awarded therefor. The Court further find that the defendants George W. Donly and Alma M. Donly, his wife, executed and delivered to the said defendant William Rhode their mortgage in the petition described, and in the premises therein described; that said mortgage was duly recorded in Volume 17 Page 342 of the records of mortgages of said Union County, Ohio; and is the first and but one on said premises described in the petition. The Court further find that said defendant William Rhode duly transferred all his right title and interest in and to said mortgage to said plaintiff and that said plaintiff is now the legal owner and holder thereof as in his said petition set forth. The Court further find that the conditions of said mortgage in said mortgage has been broken, and that the said plaintiff is thereby entitled to have the defendants equity of redemption foreclosed.

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It is therefore considered, advised and decreed that unless said defendants shall, within ten days from the entry of this decree, pay or cause to be paid, to the Clerk of this Court the costs in this case, and to said plaintiff the said sum of Eight Hundred and seventy Three and Two Dollars with six per cent. interest thereon from the tenth day of Sept. A. D. 1883 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 said County of Union, Ohio, directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

O. W. Hamstead, Plaintiff

Principals

George W. Donly et al. Defendants

Court of Common Pleas, Union County, O.

Waverly, October 11th 1883

To the Clerk of said Court:-

I have an Order of Sale in the above case to the Sheriff of Union County returnable according to law.

John M. Woodcock Plaintiff's Attorney.

On the 11th day of October A. D. 1883, an Order of Sale was issued by the Clerk of said Court which reads as follows:-

Order of Sale

Order of Sale
The State of Ohio
Union County, ss.

4289

To the Sheriff of said County, Executing:

Where, at a term of the Court of Common Pleas, held at Waverly in and for said County, on the 25th day of September A. D. 1883, in the case of O. W. Hamstead Plaintiff, and George W. Donly et al. Defendant, it was ordered, adjudged and decreed as follows, to-wit: that unless said defendants shall within ten days from the entry of this decree pay or cause to be paid, to the Clerk of this Court, the costs in this case, and to said plaintiff the said sum of Eight Hundred and seventy Three and Two Dollars with six per cent interest thereon from the tenth day of September A. D. 1883, that an Order of Sale issue to the Sheriff of Union County, Ohio, commanding him to appraise, advertise and offer for sale according to law the following described real estate, to-wit: Situate in the County of Union and State of Ohio, Part of Virginia Military Survey No. 12472. Beginning at a stone North East corner to William Milligan's land in the North line of said Survey No. 12472, thence with said line S. 80° E. 230²/₁₀₀ poles to a stone. Thence S. 80° W. 229³/₁₀₀ to a stone North West corner to P. C. Woodcock's land in the East line of said William Milligan's land; thence with said line N. 71° E. 69⁷/₁₀₀ poles to the beginning, containing one hundred acres be the same more or less. Also another lot of land; Situate in said County and State and a part of said Survey No. 12472. Beginning at a lynch, sugar and beech North East corner to lands conveyed by Edward S. Shaffer and Margaret Shaffer his wife to William Nevada on the 16th day of December 1873 thence with the North line of Thomas Hasler's land and the lands of Israel Crackmeyer line S. 80° E. 115 poles to two trickeries corner to James V. Mahaffey's land, thence with his line S. 7° W. to a stake in said Mahaffey's line and 25 feet at right angles (on the westerly side) from the center of the Bellefontaine and Delaware Rail Road, thence westerly with the westerly line of said Rail Road and 25 feet from the center to the East line of said lands of

Sheriff's Return
4289

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Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court at Mansville this 11th day of Oct. A. D. 1883. J. D. Burger, Clerk.

Shriff's Return

Sherrifs Return 4289

The State of Ohio }
Union County ss. } In obedience to the command of the Order of Sale hereto annexed, I did, on the 11th day of October 1883, summon J. F. Mahaffy, Calvin Timmons, D. F. Elliott their 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 October A. D. 1883, said Appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises estimated and appraise the real value in money of the same at: 100 acres at \$50.⁰⁰ per acre and 45 acres at \$60.⁰⁰ 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 16th day of October 1883, I caused to be advertised in the Mansville 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 17th day of November A. D. 1883, at one o'clock P. M. of said day. On the 15th day of November 1883, O. W. Southard executed the Docket in full of judgment in this writ I received of Defendant \$49.¹² the costs in this case, Paid Clerk Burger his fee 6.²⁵, Printer's fee 16.⁵⁰ Appraisers fee 2.⁰⁰ Total 26.³¹ Retained my fee in this case — Service 20, Levy 20, Summoning and swearing Appraisers, 1.20, Copying Appraisers 1.00, Appraisers fee, 2.00, Writing Appraisal 30, Copy of Appraisal 30, Printer's fee 16.50, Notice to Printer 30, Writing Notice 30, Mileage 1.92, Postage 13.⁵⁰ Total \$38.²²

John H. Cobensack Sheriff

Attest J. D. Burger Clerk
By A. R. Burger Deputy

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Plas before His Honor John A. Rice, Judge of a Court of Common Pleas
begun and held at the Court House in the town of Marietta within and
for the County of Monroe of the Third Subdivision of the Sixth Judicial Dis-
trict of the State of Ohio, on the tenth day of September in the year of our Lord
One Thousand Eight Hundred and Eighty-Three. To-wit:-
On the 25th day of June A. D. 1883, the following Petition was filed with
the Clerk of said Court:-

Petitioner
4264
Dorcasia S. Ball, Plaintiff

Court of Common Pleas, Monroe County, O.
Petitioner

Rebecca A. Fairer & Peter Fairer, Defts.

The plaintiff says: That on the 14th
day of June A. D. 1882, the defendants Rebecca A. Fairer and Peter Fairer
made and delivered to the plaintiff their two promissory notes of that date
and thereby promised to pay to the plaintiff, or order, Two Hundred Dollars
on the 14th day of June A. D. 1883, and One Hundred and Fifty Dollars on
14th day of June A. D. 1884. (copies of said notes are hereto attached marked
"A" and "B"). 2nd The defendants Rebecca A. Fairer and Peter Fairer
on said 14th day of June A. D. 1882, to secure said notes executed and
delivered to the plaintiff their mortgage deed, and thereby conveyed to
the plaintiff, her heirs and assigns the following premises: Situate in the
Township of Taylor, County of Monroe and State of Ohio and in W. M.
Survey No. 829. Being Lot No. Fifty (No. 30) in the Village of Woodway in
said County. (For a more definite description reference is made to the
Recorded Plat of said Village) The conditions contained in said mortgage
was in substance that if said Rebecca A. and Peter Fairer or any one
for them should well and truly pay the aforesaid promissory notes and
the interest thereon when the same become due then these presents should
be void otherwise to be and remain in full force and virtue. Said notes
were also given to secure the payment of the purchase money for the above
described premises and plaintiff has a vendor's lien thereon for the pay-
ment thereof. 3rd On the 15th day of June A. D. 1882 at 9 1/2 o'clock A. M.
the said mortgage was delivered to the Recorder of said County to be by him
entered in record and was recorded June 17th 1882, in Record of Mortgages
Vol. 17. Page 518. 4th The said deed has become absolute. There is now
due and remaining unpaid upon the first note above described the
sum of Eighty-seven and 1/100 Dollars with interest thereon from January
17th 1883, and the note of One Hundred and Fifty Dollars with 6% from
June 14th 1882 and due June 14th 1884 is still unpaid, and owing to plaintiff
5th The plaintiff therefore asks judgment against said defendants for said
sum of Eighty-seven and 1/100 Dollars with interest from January 17th 1883
and that said mortgage may be foreclosed, the said premises ordered
to be sold and the proceeds applied in satisfaction of said indebtedness
and that her vendor's lien may be enforced and said premises ordered
to be sold to pay the same, and for such other and further relief and the
nature of the case requires.

A. T. Carpenter, Attorney for Plaintiff

The State of Ohio }
Monroe County, ss. }

Dorcasia S. Ball the above named plaintiff
being sworn says that the facts stated and allegations contained

in her fore

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Note 1. " \$ 200.00
" " " "

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Note 2. " \$ 150.00
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in her foregoing petition and true as she truly believes.

Sworn to by Lucretia S Ball before me and signed by her in my presence this 25th day of June A. D. 1883. J. D. Bengone Clerk.

Copies of notes

Note 1. " \$200.⁰⁰ " On the 14th day of June A. D. 1883, for value received we promise " to pay to the order of Lucretia S. Ball Two Hundred Dollars with interest " at six per cent per annum. " Rebecca A. Fraiser " " Peter Fraiser "

Credit: - January 17th 1883, Received on the within \$120.⁰⁰

Note 2. " \$150.⁰⁰ " On the 14th day of June A. D. 1884, for value received we promise " to pay to the order of Lucretia S. Ball, One Hundred and Fifty Dollars " with interest at six per cent per annum. " Rebecca A. Fraiser " " Peter Fraiser "

Lucretia S. Ball, Plaintiff

vs Rebecca A. Fraiser et al. Defendants

Court of Common Pleas, Union County, O

Waverly, June 23rd 1883

To the Clerk of said Court:-

I have summons for defendants in this case returnable according to law. Indorse action on Note and Mortgage. Amt. Claimed \$27⁰⁰ @ 6% int from January 17th 1883, and foreclosure of mortgage.

A. T. Carpenter, Atty for Plff.

On the 25th day of June A. D. 1883, a summons was issued by the Clerk of said Court, which reads as follows, viz:-

Summons

Summons 4264.

The State of Ohio } To the Sheriff of the County of Union, Acting: }
Union County, ss. }
The command goes to certify Rebecca A. Fraiser and Peter Fraiser that they have been sued by Lucretia S. Ball in the Court of Common Pleas of Union County, and that unless they answer by the 28th day of July A. D. 1883 the petition of said Lucretia S. Ball 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 July A. D. 1883.

Witness my hand and the seal of said Court, this 25th day of June A. D. 1883. J. D. Bengone Clerk.

I do action for foreclosure of mortgage. Amt. claimed \$27⁰⁰ @ 6% int from Jan. 17th 1883. A. T. Carpenter Plaintiff's Attorney

Writ returned and filed July 7th 1883 indorsed as follows:-

The State of Ohio } Sheriff's Return }
Union County, ss. } Received this Writ June 24th A. D. 1883, at 3 o'clock P. M. and pursuant to its command on the 5th day of July A. D. 1883, I served the same by delivering a true copy of this writ with endorsement thereon to each of the within named defendants.

Service 45, Mileage 1.60, Exp. 40, Total \$2.45.

John H. Oberacker Sheriff

Afterward, on the 4th day of September A. D. 1883, an Entry was made on the Journal by the Clerk of said Court - which reads as follows:-

Entry
4264

Dorcasia S. Ball, Plaintiff
vs.
Rebecca A. Francis and
Peter Francis, Defendants

Entry

Now came the plaintiff herein, and the defendants bring in default for answer and demurrer. The Court find that the allegations of the petition are confessed to be true and that the said defendants are indebted to the plaintiff on the note now first due in the sum of Ninety and 4/100 Dollars (\$90⁴⁰), including interest to September 4, 1883, and that there will be due to plaintiff from defendants on the second note, on the 14th day of June A. D. 1884 the further sum of One Hundred and Fifty Dollars together with 6% interest thence from June 14th 1882. This Court further finds that the defendants Rebecca A. Francis and Peter Francis, her husband, executed and delivered to the plaintiff, Dorcasia S. Ball the Mortgage and in the premises described and on the premises therein described; that said mortgage was duly recorded in the Records of Mortgages of Union County, and is the first and best lien on the premises described in the petition. The Court further finds that the conditions of defeasance in said mortgage has been broken, and that said plaintiff is thereby entitled to have the defendants equity of redemption foreclosed. It is therefore considered and decreed that unless the defendants shall within three days from this 4th day of September 1883, pay or cause to be paid to the Clerk of this Court the costs in this case and to the plaintiff the sum of \$90⁴⁰ & 6% int from this date, the defendants equity of redemption be foreclosed and said premises shall be sold, and an Order of Sale shall issue therefor to the Sheriff of Union County Ohio, directing him to sell said premises as upon execution and bring the proceeds into Court for further orders Dorcasia S. Ball, Plaintiff

vs.
Court of Common Pleas, Union County, Ohio
Maysville Oct. 11th 1883.

In the Clerk of said Court:-

Issue Order of Sale in the above case returnable according to law.

A. T. Cooperster Plaintiff's Attorney

On the 11th day of October A. D. 1883, an Order of Sale was issued by the Clerk of said Court which reads as follows:-

Order of Sale.

Order of
Sale
4264

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 Maysville in and for said County, on the 4th day of September A. D. 1883, in the cause of Dorcasia Ball, Plaintiff and Rebecca Francis and Peter Francis Defendants, it was ordered, adjudged and decreed as follows, to-wit: That unless the defendants shall within three days from this 4th day of September 1883 pay or cause to be paid to the Clerk of this Court the costs in this case, and to the Plaintiff the sum of \$90⁴⁰ at 6% int from this date, that an Order of Sale issue to the Sheriff of Union County, Ohio,

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commanding him to appraise, advertise and offer for sale according to law the following described real estate, to-wit: Situate in the Township of Taylor, County of Union and State of Ohio and in Virginia Military Survey No. 827 Being West Quarter Thirty (No. 30) in the Village of Broadway in said County. (For a more definite description reference is made to the recorded plat of said Village.)

He therefore command you, that you proceed to carry said order, judgment and decree into execution agreeable to the tenor thereof, and that you expose to sale the above described Real Estate under the statute regulating Sales on Execution and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court, at Mansfield Ohio this 11th day of October A. D. 1883. J. Q. BURGESS Clerk

Sherriff's Return

Sherriff
Return

The State of Ohio }
Union County, ss. } In obedience to the command of the Order of Sale hereto annexed, I did, on the 11th day of October 1883, summon J. P. Watts, Wm. W. Ellis and O. T. Elliott, 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 October A. D. 1883, 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 \$585⁰⁰. 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 16th day of October 1883, I caused to be advertised in the Mansfield 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 17th day of November A. D. 1883, 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 17th day of November A. D. 1883, 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 Lucretia Ball who bid for the same the sum of Three Hundred and Ninety Dollars and said sum being two-thirds of the appraised value thereof; and said Lucretia Ball being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to her for said sum of \$390⁰⁰.

This writ returned by order of A. D. O'Connell Plaintiff's Attorney which I did on the 11th day of December 1883. I received my money except my own fees. — Service 30, Copy 30, Summoning and Returning Appraisers 120, Appraisers Fee, 3.00, Mailing Appraisal 30, Copy of Appraisal 30, Printer's Fee, 7.50, Notice to Printer 30, Mailing Notice 30, Mails 1.60. — John H. Robinson, Sheriff.

Attest J. Q. Burgess Clerk By A. R. Burgess Deputy

Then 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 said Subdivision of the tenth Judicial District
of the State of Ohio on the tenth day of September in the year of our Lord
One Thousand Eight Hundred and Eighty Three. Hearsfore to-wit:-
On the 4th day of September A. D. 1883, the following Petition was filed
with the Clerk of said Court:-

Petition
4325

Roxy J. Morry and Charles D. Morry
her husband, Plaintiffs
Against
Gustave E. Morry, Abby B. Morry
and Abraham Morry, Defendants

Court of Common Pleas
Union County, Ohio
Petition

The Plaintiffs say that the defendant
Gustave E. Morry is their daughter and only child aged five years. They say
that on the 1st day of August 1882, the defendants Abby B. Morry and Abraham
Morry conveyed to said Roxy J. Morry and the heirs of her body by Charles D.
Morry, her husband and their heirs "for the consideration stated therein of
natural love and affection and the sum of one dollar, the following de-
scribed premises situate in Marysville, Union County, Ohio and known as
part of Out Lot No. 43. Beginning at a stake in the line between Oliver
A. Fay and said Abby B. Morry and thirty-six feet north from a stone
in said line; thence East 203 feet and 3 inches parallel with the South
margin of 6th St. (formerly West 4th St.) to the West margin of Ash St.
(formerly Cherry St.); thence with the West margin of said Ash St. South
44 feet to the line between Maria L. and P. B. Partridge and said Abby
B. Morry; thence West with said line 203 feet and 3 inches to the South East
corner of Oliver A. Fay's land; thence North passing a stone in the line
between Oliver A. Fay and Abby B. Morry to the place of beginning.
Said deed is recorded Vol 57, Page 38 Records of deeds Union County.
Plaintiffs say that it was the intention of all parties to said deed, both
grantors and grantees, to convey to and vest in said Roxy J. Morry and
heirs in fee simple in said lot, which she could sell, mortgage or other-
wise dispose of absolutely, and that they did not know that the legal
effect of the limitation contained in the granting deed hereinafter
described as follows: "to the said grantee (Roxy J. Morry), and to the heirs of
her body by Charles D. Morry her husband and their heirs and assigns
forever" was to vest in her and heirs her estate in fee simple until after
said deed was executed, delivered and recorded. At the time said
deed was made said lot was wholly unimproved but plaintiff has
since, believing that her title was complete, built a dwelling house thereon
at an expense of about \$800.⁰⁰. Therefore plaintiff asks that a guardian
ad litem may be appointed for said Gustave E. Morry and that the
title to said lands be granted in said Roxy J. Morry, and her interest
therein be decreed a full and complete estate in fee simple and for such
other and further relief as law and equity may require.

E. E. Cole Attorney for Plaintiff

The State of Ohio }
Union County, ss. } Roxy J. Morry, the plaintiff, being first duly sworn says the facts
stated and allegations in her foregoing petition are true. Roxy J. Morry

Sworn to
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Roxy J. Morry
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Sworn to and subscribed in my presence this 23rd day of August 1883.

Writ of
Summons

The truly sworn the incoming and service of Summons, acknowledge service such order and appearance to this writ.

September 3rd 1883
September 6th 1883

F. B. Mauldin, Notary Public.
Abby B. Morey
A. H. Brighten, Guardian

On the 4th day of September A. D. 1883, an Answer was filed with the Clerk of said Court which reads as follows:-

Answer
#325

Roxy J. Morey and Oscar D. Morey her husband, Plaintiffs

Against

Gertrude E. Morey, Abby B. Morey and Abraham Morey, Defendants

Court of Common Pleas, Union County, O.
Answer of
Abby B. Morey and Abraham Morey, Defendants

Abraham Morey for their Answer say that they admit that the allegations contained in the petition of Roxey J. Morey are true.

E. E. Cole Atty for Defs.

State of Ohio

Union County, ss.

Abby B. Morey one of the defendants being first duly sworn says that the allegations of her answer above are true.

Abby B. Morey

Sworn to and subscribed before me this 3rd day of September 1883.

Writ of
Entry

F. B. Mauldin Notary Public

Afterward on the 10th day of September 1883, an Entry was made on the journal by the Clerk of said Court which reads as follows, to-wit:-

Entry
#325

Roxy J. Morey and O. D. Morey Plaintiffs

vs

Gertrude E. Morey, Abby B. Morey and Abraham Morey - Defendants.

Entry.

It appearing to the Court that the defendant Gertrude E. Morey is an infant under the age of fourteen years, upon the application of plaintiffs, parents of the said Gertrude E. Morey, it is ordered that A. H. Brighten be appointed guardian ad litem for said minor defendant and thereupon said A. H. Brighten accepts said appointment.

On the 10th day of September A. D. 1883, an Answer was filed with the Clerk of said Court which reads as follows:-

Answer
of
Guardian
ad litem

Roxy J. Morey and O. D. Morey, Plaintiffs

vs

Gertrude E. Morey, Abby B. Morey and Abraham Morey, Defendants

Court of Common Pleas
Union County, Ohio

Answer of Gertrude E. Morey by Guardian

#325

Gertrude E. Morey minor defendant by A. H. Brighten her guardian ad litem for answer to the petition denies all the allegations therein contained and says that she is of tender years and asks the Court to protect her rights and to grant such relief as is proper.

A. H. Brighten, Guardian ad litem of Gertrude E. Morey.

Entered on the 10th day of September A. D. 1883, an Entry was made on the journal by the Clerk of said Court, which reads as follows: -

Entry
4325
Roxey J. Morry and Charles D. Morry his husband, Plaintiffs.

Entry.

vs.
Geulande E. Morry, Abby B. Morry and Abraham Morry Defendants

This cause came on this day to be heard, was submitted to the Court upon the petition of plaintiffs, the separate answer of Geulande E. Morry by her guardian ad litem A. H. Bright, and the answer of Abby B. Morry and Abraham Morry and the evidence, and on consideration thereof the Court finds that it was the intention of the grantors to the deed referred to in the petition, Abby B. and Abraham Morry to convey to the said Roxey J. Morry a fee simple estate in the lot described, and that the limitation of the instrument, contained in the granting and habendum clause, to the heirs of the grantors body by Charles D. Morry was inserted without knowledge as to its legal effect and was a mistake and that the said Roxey J. Morry is entitled to the relief asked for in the petition.

It is therefore ordered, adjudged, and decreed that the title and possession of said Roxey J. Morry to all and singular the premises in the petition described, to-wit: - Beginning at a stake in the line between Hecker A. Fray and said Abby B. Morry and thirty six feet North from a stake in said line; thence East 203 feet and 3 in. parallel with the South margin of 6th St. (formerly West South St.) to the West margin of Ash St. (formerly Cherry St.); thence with the West margin of the said Ash St. South 44 feet to the line between Maria L. and R. L. Postidge and said Abby B. Morry; thence West with said line 203 feet and 3 in. to the South East corner of Hecker A. Fray's land; thence North passing a stone in the line between Hecker A. Fray and Abby B. Morry to the place of beginning. Being part of Out Lot No 43. Mansfield, Union County Ohio, be quieted as against the defendants and all persons claiming under them or any of them, and that her estate therein be decreed a full and complete estate in fee simple, and that the costs of suit be paid by plaintiffs

Attest J. Q. Burgress Clerk
By A. R. Burgress Deputy

Then before His Honor John A. Price 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 of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the tenth day of September in the year of our Lord One Thousand Eight Hundred and Eighty Three. To-wit: On the 28th day of July 1883, the following Petition was filed with the Clerk of said Court: -

Petition
21279
Alvah Smith Plaintiff
vs.

Court of Common Pleas Union County O.
Petition

David M. Douglass, Deft. The Plaintiff says for his first cause of

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Answer
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action: that the Defendant is indebted to him, the said plaintiff in the sum of Twelve Hundred and Fifty-nine and ⁶⁴/₁₀₀ (\$1259⁶⁴/₁₀₀) Dollars, which plaintiff claims, with interest from the 30th day of March 1853, on a promissory note of which the following is a copy, with all credits:-

" \$1200. Plain City, Ohio, March 1st 1852
" One year after date, I promise to pay to the order of Abiah Smith
" at Plain City Bank, Twelve Hundred Dollars without deduction,
" value received, with right of interest, Secured by Mortgage.
" (Signed) "David M. Douglass"

The following credit appears upon said note: "March 30 1853, Paid on the within Forty-nine Dollars." And for a second cause of action that at the time of delivering said note and to secure the payment of the same, the said David M. Douglass, defendant, duly executed and delivered to plaintiff his mortgage deed, conveying the following described premises, to-wit:- Situate in the County of Union, and State of Ohio, in Jerome Township, viz: Beginning at two tickers and a stone on the bank of Darby Creek, Thence corner on the creek to Survey No. 3162. Said stone planted as a witness to corner, bears South 33 W 1 pole; thence down the creek with the meanderings and bounding thereon S 55 1/2° E 32¹/₁₀₀ poles to three tickers and one club; thence S 33 W 36 1/2 poles to a stake; thence S. 69° W E 44 poles to a stake at the intersection of the Post Road with said creek; thence with the center of said Post Road N. 37 1/2 W. 69 poles to a stake in said road and in the East line of said Survey No. 3162; thence with said line N. 33° E 77 poles to the beginning, containing Fifteen and one eighth acres be the same more or less, and being part of Surveys No. 12215, 7755 and 7830. Said mortgage was conditioned, that if said defendant should pay or cause to be paid to said plaintiff, his heirs or assigns, said sum of money in said note mentioned, together with the interest thereon, according to the terms and tenor of the same, then said mortgage should be wholly discharged and void; and otherwise should remain in full force and effect. Said mortgage deed has become absolute. The Plaintiff, therefore asks judgment against the defendant in said sum of Twelve Hundred and Fifty-nine and ⁶⁴/₁₀₀ (\$1259⁶⁴/₁₀₀) Dollars, with interest at 8% from March 30th 1853, and that said mortgage may be foreclosed and that said premises may be ordered to be sold and the proceeds applied to the payment of said judgment.

J. S. M^{rs}. Campbell Attorney for Plaintiff

The State of Ohio }
Union County, ss. } James S. M^{rs}. Campbell being sworn, says that he is the attorney of the above named Abiah Smith, duly authorized in the premises. Officiant further says that the Abiah Smith is a non resident of said County of Union, and is now absent therefrom, and that the facts stated and the allegations in the foregoing pleading of said Abiah Smith are, as officiant believes true.

Sworn to before me and subscribed in my presence this 28th day of July A. D. 1853
J. C. Burger Clerk.

Plaintiff
 Mark Smith, Plaintiff
 vs.
 David M. Douglass, Defendant.
 Court of Common Pleas, Mercer County, Ohio
 Mansfield July 28th 1883

To the Clerk:
 I have summarized upon the petition in the above case returnable according to law and indorsement amount claimed Twelve Hundred and Fifty-nine and 6/100 (\$1259.60) Dollars at 8% interest from March 30th 1883 and foreclosure of mortgage
 J. S. Mc Campbell, Attorney for Plaintiff

On the 28th day of July A.D. 1883, a summons was issued by the Clerk of said Court, which reads as follows, to-wit:-
 Summons

Summons
 4279
 The State of Ohio
 Mercer County, ss. To the Sheriff of the County of Mercer, I directing:
 You are commanded to notify David M. Douglass that he has been served by Mark Smith in the Court of Common Pleas of Mercer County Ohio that unless he answers by the 25th day of August A.D. 1883 the petition of said Mark Smith 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 6th day of August A.D. 1883.

Witness my hand and the seal of said Court, this 28th day of July A.D. 1883.
 J. Q. Bingham, Clerk.

Amotion for Foreclosure of Mortgage, Amt. claimed \$1259.60 @ 8% int. from March 30th 1883.
 J. S. Mc Campbell, Plaintiff's Attorney.

Sheriff's Return
 The State of Ohio
 Mercer County, ss. Received this writ July 28th A.D. 1883, at 2 o'clock P.M. and pursuant to its command, on the 7th day of August A.D. 1883, I served the same by leaving a true copy of this writ with indorsements thereon at the usual place of residence of the within named defendants
 Service 50, Mileage 2.05, Copy 20, Total \$ 2.55
 John Kobrowsack Sheriff, Mercer Co. O.

Afterward, on the 11th day of September A.D. 1883, an Entry was made on the journal by the Clerk of said Court, which reads as follows:-

Entry
 4279
 Mark Smith, Plaintiff
 vs.
 David M. Douglass, Deft.
 Court of Common Pleas, Mercer County, Ohio.
 Entry

This cause coming on for hearing on the petition of the plaintiff, and the evidence, the Court find that the defendant David M. Douglass has been duly served with Summons in this case, and that he is in default for answer and demurrer, and that the allegations of the petition are thereby confessed by him to be true, and that there is due the plaintiff from the defendant David M. Douglass on the promissory note set forth in the petition, with interest at 8% from the 30th day of March 1883 the sum of Twelve Hundred and Fifty-nine and Sixty-four Cents (\$1259.64). The Court further find that in order to secure the payment of said note, the defendant David M. Douglass, executed and delivered

to said Mark Smith and on the said note has been broken the defendant's duty unless the order of costs of this affidavit equity of that an owing him a and report

Plas a begun said County of State of O. On the 19th the Clerk Nancy L.

Petition
 4058
 John Galt Administrator Jacob Par John Galt Administrator Jacob Par his death of other dice were very 1868 said Minors, a keeping he assist and the said and wife him and and take that he co and, and would fo

to said Black Hawk, plaintiff, his certain mortgage as in the petition described and on the premises therein described, that said mortgage is a good and valid lien on the said premises, and that the conditions in the mortgage have been broken. It is therefore considered by the Court that the plaintiff recover from the defendant the said sum of \$1259⁶⁴/₁₀₀ with interest as aforesaid, and his costs herein expended. And it is further adjudged and decreed that unless the defendant, David M. Douglass 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 30th day of March 1883, the defendant's equity of redemption be foreclosed, and that said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County directing him to advertise, advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

Attest J. P. Burghess Clerk.
By A. R. Burghess Deputy.

Now before His Honor John A. Price 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 of the Third Sub-division of the Tenth Judicial District of the State of Ohio on the 11th day of September, in the year of our Lord One Thousand Eight Hundred and Eighty-Three. Attest: On the 19th day of August A. D. 1883, the following Petition was filed with the Clerk of said Court, viz: -

Petition
4058

Nancy D. Overfield Plaintiff
vs.
John Gabriel and Perry Monroe Administrators of the Estate of Jacob Paulthimore, Defendants

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

Petition

The said plaintiff says that the said John Gabriel and Perry Monroe are the duly appointed and qualified Administrators of the estate of Jacob Paulthimore deceased. That said Jacob Paulthimore died on or about the 12th day of April 1882 and before his death for more than six years was troubled with rheumatism and other disease and was in ill health for a long period of time and was very feeble by reason of ill health and old age that about the year 1868 said Nancy D. Overfield went to the home of the said Jacob Paulthimore at the request of the said Jacob Paulthimore for the purpose of keeping house and doing general house work and to care for and assist and work for the said Jacob Paulthimore. That about April 1876 the said Paulthimore was sick and in feeble health and at that time and up to his death he was confined to his room for long periods of time and he often asked and requested this plaintiff to remain and take care of and wait on him during the remainder of his life saying that he was old and crippled up and unable to care for himself and that he could get no one else, and that he had an abundance of property and means to pay the plaintiff well if she would stay and he would pay her well for all her care and trouble. Therefore at the request

of the said Jacob Parthmore about the month of April 1876 the plaintiff consented to stay with him and did stay with him up to the time of his death which occurred as aforesaid on the 12th day of April 1882. This plaintiff says she milked the cows, made butter, attended to the stock, feed and watered them in summer and winter when he was not able so to do, that she nursed him and administered to his wants from that time up to his death. That for a long period of time before the death of the said Jacob Parthmore he was unable to leave his bed, that he needed constant care night and day which she did without the help of others, that he became so bad several weeks before he died that he could not be removed from his bed and it became a great care to keep and wash him and his bed all of which was done by this plaintiff and her daughter who was then a minor under the control and guardianship of this plaintiff. The plaintiff says that there was no fixed amount she was to receive for said services. The plaintiff has not been paid any part of her claims for said services and she avers that she is entitled to be paid out of said estate what her said services are reasonably worth, and that the said services rendered by this plaintiff and her daughter and that the same is worth the sum of Seven Hundred Dollars and that the said sum is justly due her from said estate of Jacob Parthmore by reason of the promise and that there are no assets against the same. Plaintiff says that on the 10th day of June A. D. 1882, she made out her claims in writing for the sum aforesaid and made oath as is required by law that said claims was just and that there were no assets nor counter claims existing against the same and that the same was justly due her through said estate the sum of \$700.⁰⁰ and her said claims as aforesaid was made out and sworn to, took and presented to said defendants and requested them to allow the same as a just and valid claim against said estate but said defendants refused to allow said claim for any part thereof as a valid claim against said estate. Wherefore plaintiff prays judgment against said defendants as administrators for the sum of Seven Hundred Dollars with interest from April 12th 1882, and for all proper relief.

T. B. Benton & J. L. Cameron Attorneys for Plaintiff

The State of Ohio

Union County, ss.

Nancy L. Overfield, Plaintiff in this case being first duly sworn deposes and says that the facts contained in the foregoing petition are true as she verily believes

Nancy L. Overfield.

Sworn to by Nancy L. Overfield and signed by her in my presence this 30th day of June A. D. 1882.

A. H. Beiglester, Notary Public

Nancy L. Overfield Plaintiff

Principals

John Gabriel and Perry Moore, Adm^{rs} of the estate of Jacob Parthmore, Defendants

Issue Summons to the Sheriff of Union County, directed to the defendants in this case, Endorsed damage Amt. claimed \$700.⁰⁰. T. B. Benton, Atty.

One sheet of the Court

Summons 4088

The State of Ohio Union County The court of the Court of the County, the petitioner Office of the court record room

Seal

In action

Writ called The State of Ohio Union County 12 o'clock August 1882 with the Service 45,

Entry 4088

Afternoon on the first of August

John Gabriel of the estate

John Gabriel may bring cause for fusion of On the Clerk of the court Nancy L.

Writ 4088

Gabriel of the estate

Order to move de her service claim

On the 19th day of August A.D. 1882, a Summons was issued by the Clerk of the Court which reads as follows, to-wit:-

Summons
4088

The State of Ohio,
Monroe County, ss. } To the Sheriff of the County of Monroe, Acting:-
We command you to notify John Gabriel and Perry Monroe Administrators of the estate of Jacob Paethmore deceased, that they have been sued by Nancy D. Overfield in the Court of Common Pleas of Monroe County, and that unless they answer by the 16th day of September A.D. 1882 the petition of said Nancy D. Overfield 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 August A.D. 1882.

Witness my hand and the seal of said Court, this 19th day of August A.D. 1882. J. D. Brugner, Clerk.
By Haber Randall, Deputy

In action for Damage. Amount claimed Seven Hundred Dollars
Daneen & Benton, Plaintiff's Attorneys.

Writ returned and filed August 21st 1882, Indorsed as follows:-

The State of Ohio } Sheriff's Return
Monroe County, ss. } Received this Writ August 19th A.D. 1882, at four o'clock P.M., and pursuant to its command, on the 21st day of August A.D. 1882, I served the same by delivering a true copy thereof with the enclosures thereon to the within named defendants Service 45, Mileage 1.44, Copy 40, Total \$ 2. ²⁹/₁₀₀.
John Kobensack Sheriff.

Entry
4088

Afterward, on the 15th day of September A.D. 1882, an Entry was made on the Journal of said Court which reads as follows, viz:-

Nancy D. Overfield, Plaintiff
vs.
John Gabriel and Perry Monroe, Administrators of the estate of Jacob Paethmore, Defendants

This day came the defendants John Gabriel and P. P. Monroe in open Court, the plaintiff by her attorney being present, they the defendants, offered to confess judgment in this cause for the sum of (\$ 23.00) Twenty Three Dollars, which offer of confession of judgment the plaintiff refused to accept.

Motion
4088

On the 15th day of September, A.D. 1882, a motion was filed with the Clerk of said Court which reads as follows, to-wit:-

Nancy D. Overfield, Plaintiff
Against
Gabriel and Monroe, Administrators &c. of the estate of Jacob Paethmore, deceased, Defendants
Court of Common Pleas
Monroe County, Ohio
Motion.

The defendants move the Court to require the plaintiff to so reform her petition that it shall state more definitely and certainly: 1st From what date does the charge for her services commence: 2nd How and upon what basis does she claim Seven hundred dollars as her due. 3rd What and how

does she claim for her services, whether by the week, per month or year
4th By her contract or arrangement with the deceased, when and how
was she to be paid for her services.

Porter & Porter Attorneys for Defendants

Afterwards on the 23rd day of January 1883, an Entry was made on the
Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry
4088

Nancy D. Overfield, Plaintiff

vs.
Gabriel & Monroe, Administrators of
the estate of Jacob Paethmore, Defendants

Entry.

This day this cause came on to be
heard upon the motions of defendants to require plaintiff to make her
petition more definite and certain, and the same being argued by counsel
and the Court being fully advised in the premises does sustain said
motion as to the date from which she claims compensation, and over-
rules the other three motions. And leave was granted plaintiff to amend
her petition in 20 days from this date.

Afterwards on the 19th day of April A. D. 1883, an Answer was filed
with the Clerk of said Court which reads as follows, viz:-

Answer
4088

Nancy D. Overfield, Plaintiff

Against
John Gabriel & Perry Monroe, Administrators
of Jacob Paethmore's estate, Defendants

Court of Common Pleas
Union County, Ohio.
Answer.

The defendants answer to the
petition of plaintiff, and admit; 1st That they are the duly appointed and
qualified Administrators on the estate of Jacob Paethmore, deceased, and
that deceased died April 12th 1882. 2nd That plaintiff and her daughter
made their home with deceased for some years before and up to his death.
3rd That deceased was infirm, feeble and sick about April 1876, and that
he was an old man and was in feeble health some days before his
death. 4th That plaintiff made out and presented her claim to said
Administrator, which was by them rejected as stated by plaintiff, and
defendants deny each and every other allegation of plaintiff's petition.

Porter & Porter Attorneys for Defendants
John J. Gabriel makes oath that he is one of the defendants herein and
that the facts stated in the foregoing Answer are true as he believes

Sworn to by John J. Gabriel before me and signed by him in my
presence this 19th day of April 1883.

J. Q. Pranger Clerk

Afterwards on the 20th day of April A. D. 1883, the following Amended Petition
was filed with the Clerk of said Court, viz:-

Amended
Petition
4088

Nancy D. Overfield Plaintiff

vs.
John Gabriel and Perry Monroe Administrators
of the Estate of Jacob Paethmore, dec'd, Defs.

Court of Common Pleas
Union County, Ohio
Amended Petition

The said plaintiff says that
the said John Gabriel and Perry Monroe are the duly appointed and qualified
administrators of the estate of Jacob Paethmore deceased, that said

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Jacob Parthemore died on or about the 12th day of April 1882, and before his death for more than six years was troubled with rheumatism and other diseases and was in ill health for a long period of time and was very feeble by reason of ill health and old age. That about the year 1865 said Nancy D. Onefield went to the home of the said Jacob Parthemore at the request of the said Jacob Parthemore for the purpose of keeping house and doing general house work, and to care for and assist and nurse, for said Jacob Parthemore, that about April 1876, the said Jacob ^{Parthemore} was very sick and in feeble health and that the plaintiff had made arrangements to leave the home of the said Jacob Parthemore and at that time he requested, urged and insisted that she should stay with him, care for and assist him in his sickness, and that she should be well compensated by him for her assistance if she would stay and by reason of these solicitations and requests she did agree to stay and take care of said Jacob Parthemore upon the condition above stated from April 1876 up to the time of his death and then at other times and up to his death he was confined to his room for long periods of time and he often asked and requested this plaintiff to remain and take care of and wait on him during the remainder of his life, saying that he were old and crippled up and unable to care for himself and that he could get no one else and that he had an abundance of property and means to pay the plaintiff well if she would stay, and he would pay her well for all her care and trouble. Therefore, at the request of the said Jacob Parthemore about ^{the} month of April 1876, the plaintiff consented to stay with him and did stay with him up to the time of his death which occurred as above said on the 12th day of April A. D. 1882. This plaintiff says that she milked the cows, made butter, attended to the stock, fed and watered them in summer and winter when he was unable to do it, that she nursed him and administered to his wants from that time up to his death. That for a long period of time before the death of the said Jacob Parthemore, he was unable to leave his bed, that he needed constant care, night and day which she did without the help of others. That he became so bad several weeks before he died that she could not be removed from his bed, and it became a great care to keep and nurse him and his bed, all of which was done by this plaintiff and her daughter who were then a minor under the control and guardianship of this plaintiff. The plaintiff says there was no fixed amount she was to receive for said services. The plaintiff has not been paid any part of her claims for said services, and also avers that she is entitled to be paid out of said estate, what her said services are reasonably worth, and that the said services rendered by this plaintiff and her daughter and that the same is worth the sum of seven hundred dollars, and that the said sum is justly due her from said estate of Jacob Parthemore by reason of her services and that there are no other claims against the same. The plaintiff says that on the 10th day of June A. D. 1882, she made out her claim in writing for the sum aforesaid and made oath as is required by law, that said claim was just and that there were no other or several claims existing against the same and that the same was justly due her therefrom from said estate the sum of \$700⁰⁰.

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to said defendants and requested them to allow the same as a just
and valid claim against said estate but said defendants refused to
allow said claims or any part thereof as a valid claim against said
estate. Wherefore plaintiff prays judgment against said defendants as
administrators for the sum of seven hundred dollars with interest from
April 12th 1882 and for all proper relief. T. B. Budon & J. D. Cameron
Attorneys for Plaintiff.

State of Ohio }
Union County, ss. } Nancy D. Overfield plaintiff in this case being
first duly sworn deposes and says that the facts stated in the foregoing
petition are true as she verily believes.
Nancy D. Overfield.

Sworn to by Nancy D. Overfield and signed by her in my presence this
20th day of April A. D. 1883.
J. D. Barger Clerk.

Afterwards on the 2nd day of October A. D. 1883 an Entry was made
on the Journal of said Court which reads as follows, viz: -

Entry 4088
Nancy D. Overfield, Plaintiff vs. J. J. Gabriel and Perry Monroe, Administrators of Jacob Pasternor deceased, Defendants

This day came the parties and settled this case as follows: - The defendants as such adminis-
trators agree to allow judgment to be entered against them for (\$ 25.⁰⁰)
Twenty-five dollars and each party agree to pay their own costs.
It is therefore considered that the plaintiff recover of the defendants as
such administrators said sum of \$ 25.⁰⁰ and that each party pay the
costs by them respectively made

Attest J. D. Barger Clerk
By A. R. Barger, Deputy

Wear before His Honor John A. Price 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 of the Third Sub-division of the Sixth Judicial District
of the State of Ohio on the tenth day of September in the year of our
Lord One Thousand Eight Hundred and Eighty Three.

Supplemental Record to Case No. 2960, Volume 19, Page 481

On the 21st day of August A. D. 1880, an Ohio Order of Sale was issued
to the Sheriff of Union County by the Clerk of this Court which reads as
follows, to-wit: -

Order of Sale
The State of Ohio }
Union County, ss. } In the Sheriff of said County I reciting:
Whereas, at a Court of Common Pleas, holden at the Court House in
Mansfield in said County of Union, upon the 1st day of October 1878
Progers, Orifer & Engle Plaintiffs vs. J. M. M^r. Cracker et al. Defts.)
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Rogers, Kiefer & Engle, obtained a judgment, or decree against Isaac M. M^r. Decker & E. for the sum of Two hundred and thirty and 79/100 Dollars and costs of suit; and whereas, it was then and there by said Court, ordered, adjudged and decreed that the said Isaac M. M^r. Decker, within ten days from the 1st day of October A. D. 1878 pay unto the said Rogers, Kiefer & Engle the said sum of Two hundred thirty and 79/100 Dollars with interest from the 1st day of October 1878 and costs aforesaid, and upon default to pay the same, that an order of sale issue to 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 the plaintiffs petition, &c. And whereas, the ten days aforesaid, have fully expired, and the said sum of \$ 230. 79/100 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 6th day of November A. D. 1875 the following lands and tenements were appraised, advertised, and offered for sale, to-wit: - Lot No 637 in O Run Addition to the town of Richmond, County of Union & State of Ohio. And whereas, no sale was had under said order, And afterwards to-wit: on the 5th day of June A. D. 1880, said property having been advertised twice, and returned not sold for want of bidders, said appraisement was set aside and new appraisement ordered by the Court. We therefore command you that you proceed without delay to reappraise, advertise and sell according to law the said premises above described, and the money arising from said sale and your proceedings herein, leave you before our Court of Common Pleas not 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 Mansfield this 22nd day of June A. D. 1880.

W. M. Winget, Clerk.

The State of Ohio }
 Union County } Sheriff's Return on Order of Sale.

In obedience to the Command of the Order of Sale unto annexed, I did on the 25th day of June 1880, summon J. P. Cratty, G. W. Lusher and S. M. Placki 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 25th day of June 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 \$ 250.00. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Common Pleas of said County. And on the 30th day of June 1880 I caused to be advertised in the Mansfield Tribune (a newspaper printed 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 July A. D. 1880, 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 July A. D. 1880, at the time and place above mentioned, proceed to offer said lands and tenements at

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public sale, at the door of said Court House and not sold for want of bidders. Fees: - Summoning and Swearing Appraisers 1.50, Appraisers fees 1.50, Writing Appraisal, 40, Copy of Appraisal 40, Printers Fees 6.00, Notice to Printer 12, Affidavit of Printer 40, Writing Notice 30, Mileage 1.60, Returns, 48 Total, \$12.34 J. J. Miller, Sheriff.

Principals }
Rodgers, Wife & Engle, Plaintiffs }
vs }
J. W. M^r. Cracker et al. Defendants }
Court of Common Pleas, Union County, O.
Marysville November 14th 1883

2960 To the Clerk of said Court:-
Issue Alias Order of Sale in the above case returnable according to law.
P. R. Kern, Atty. for Cracker

On the 14th day of November A. D. 1883, an Alias Order of Sale was issued by the Clerk of said Court which reads as follows, to-wit:-
The State of Ohio }
Union County, ss. } Order of Sale.

In the Sheriff of said County, I meeting:-
Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union upon the 1st day of October 1878, Rodger, Wife & Engle obtained a judgment or decree against Isaac W. M^r. Cracker for the sum of Two hundred and thirty and 7/100 Dollars, cost 8% and nine and 8/100 Dollars, cost of writ: And whereas, it was then and there by said Court ordered, adjudged and decreed that the said Isaac W. M^r. Cracker within ten days from the first day of October A. D. 1878 pay unto the said Rodger, Wife & Engle the said sum of Two hundred and thirty and 7/100 Dollars with 8% interest from the first day of October 1878 and cost 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 decreed in the plaintiffs petition &c. And whereas, the ten days aforesaid, have fully expired, and the said sum of \$230 7/100 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 22nd day of June A. D. 1880, the following lands and tenements were appraised, advertised and offered for sale, to-wit:- Lot No. Six hundred and thirty-seven (637) in C. Rums addition to the town of Richwood, Ohio. 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 appraisement had under the said former order of sale, to-wit: \$250 00 and the moneys 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 14th day of November A. D. 1883. J. C. Pughes Clerk
By W. M. Winger Deputy

Sherriff'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 November 1883 cause to be advertised

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in the Richmond Reporter (a newspaper printed and published and of general circulation inarrison County), said land and tenements to be sold at public sale at the door of the Court House of said County, on the 15th day of December A.D. 1883 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 15th day of December A.D. 1883, at the time and place above mentioned proceed to offer said lands and tenements at public sale at the door of the Court House, and there and then came Lorenzo E. Horn who bid for the same the sum of Two Hundred Dollars, and said sum being more than two thirds of the appraised value thereof, and said Lorenzo E. Horn being the highest and best bidder thereof, I there and then publicly sold and struck off said lands and tenements to him for said sum of Two Hundred Dollars.

Fees: Notice to Printer 30, Affidavit of Printer 30, Writing Notice 30, Mileage 256 Pounding 3.00, Action 12, Total \$6.58. Sheriff's Fee, 8.50

John H. Obermayer Sheriff.

Afterwards on the 24th day of December A.D. 1883, a Proof of Publication was filed with the Clerk of said Court which reads as follows, to-wit:-

Proof of Publication 29 60

Rodgers, Krifer & Engle vs. J. W. McCracken, et al.

Sheriff's Sale

On Order of Sale

By virtue of the above stated writ to me directed from the Court of Common Pleas ofarrison County, Ohio, I will offer at Public Sale at the north door of the Court House, in Marysville, Ohio, on Tuesday, December 18th, 1883, 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 of Richmond, County ofarrison, State of Ohio and being known and described as Lot No. six hundred and thirty-seven, (637) in O. Deems Addition to the town of Richmond, Ohio. Appraised at \$250.00. Terms of sale Cash.

John H. Obermayer, Sheriff

Here, Todd and Mc Donald, Attorneys, November 24th, 1883. - 204 p. \$6.25.
Statement:- J. S. Blake being duly sworn, says he is one of the Publishers of the Richmond Reporter, a weekly Newspaper, published and printed in Richmond,arrison County, Ohio, and of general circulation therein and that the annexed Advertisement was published in said newspaper four consecutive weeks, the first insertion being on the 24th day of Nov. A.D. 1883.

Sworn to and subscribed before me, the 24th day of December A.D. 1883, Recorder Fee, \$6.25 Notary's Fee, 40 - P. R. Hoover, Notary Public

On the 15th day of December A.D. 1883, an Entry was made in the Journal of said Court which reads as follows, to-wit:-
Rodgers Krifer and Engle vs. J. W. McCracken et al.

Entry 29 60

Entry

This day this cause came on to be heard upon motions to confirm sale of the real estate, mentioned in the order of sale, was argued by counsel and the Court being fully advised in the

sums and upon the return of the Sheriff being produced. The Court find that the proceedings of the Sheriff have been in all respects according to law and the order of this Court. It is therefore ordered and adjudged by the Court that said sale and proceedings of the Sheriff, be and the same is hereby confirmed and said Sheriff is hereby ordered to execute to the purchaser Wanda E. Horn her heirs and assigns a deed for said premises and a writ of possession is hereby awarded to purchaser and it is further ordered by the Court that the Sheriff bring the proceeds of said sale into Court for further consideration.

On the 19th day of December A. D. 1882, an Entry was made by the Clerk in the Journal of said Court which reads as follows, to-wit:-

Rayner, Wilson & Engle
vs.
J. W. McQuacken et al.

Entry

Entry

2960

This day this cause came on again to be heard upon the motion of L. E. Beckon one of the defendants for an order of distribution, was argued by counsel, and the Court being fully advised in the premises find that the claims and Cross petition of the said L. E. Beckon is true, and that her claim as therein set forth is the first and best lien against the premises sold. It is therefore ordered by the Court that the Sheriff pay out of the proceeds of said sale, to-wit Two hundred dollars, First the costs of this action, taxed at \$ Second: The taxes due upon said premises at the time of the sale - to-wit: \$ 26. ^{30c}. Third: To L. E. Beckon the balance remaining in his hands to apply on her claim

Attest J. P. Burgess Clerk.
By A. R. Burgess, Deputy

Placed 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 Monroe of the Third Subdivision of the Sixth Judicial District of the State of Ohio on the tenth day of September in the year of our Lord One Thousand Eight Hundred and Eighty Three.

Supplemental Record to Case No. 3649. Vol. 20, Page 170.

J. W. Cummings Adm'r. et. Plff. vs. Samuel Waddle, et. al. Def'ts. —

On the 24th day of June A. D. 1882, an Entry was made by the Clerk in the Journal of said Court which reads as follows, to-wit:-

J. W. Cummings Adm'r. et. Plaintiff
vs.
Samuel Waddle et. al. Defendants

Money Only

Entry

3649

And now comes the plaintiff herein and the defendants being in default for answers and demurrers the Court find that the allegations of the petition are by them confessed to be true and that there is due to plaintiff from D. S. Ford as one of makers of note in the petition described and D. S. Ford, William M. Ford, Lucinda Ford & Ora Armstrong as the heirs at law of the said Didedal Ford, declared, the sum of Three Hundred and Eighty Seven Dollars

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(\$387⁰⁰) being full amount due April 19th 1882, including all interest on all notes to that date and including balance of principal unpaid on note falling due that day. Said Three hundred and eighty seven Dollars (\$387⁰⁰) to draw interest from the said 19th day of April 1882 at eight per cent per annum payable annually. It is therefore considered by the Court that the said plaintiff recover from said D. S. Ford as maker and said D. S. Ford, William M. Ford, and Dora Armstrong as heirs and the only heirs at law of said Deceased Ford, Deceased, the said sum of Three hundred and eighty seven Dollars (\$387⁰⁰) with interest from April 19th 1882, at eight per cent per annum payable annually and also his costs herein expended taxed to \$
 And as to note not yet due, the report of the Receiver and all other matters this cause is continued.

Afterwards on the 19th day of April A. D. 1883. an Entry was made on the Journal of said Court which reads as follows, to-wit:-

J. W. Cunningham, Adm^r. et al. Plaintiff
 vs.
 Money Only.
 Samuel Madelle, et al. Defendants

And now comes the plaintiff here 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 and that there is due to plaintiff from D. S. Ford, as one of the makers of the notes in the petition described and from D. S. Ford, William M. Ford, Doroinda Ford and Dora Armstrong as the heirs at law of the said Deceased Ford, Deceased the sum of Two Hundred fifty-four and 7/100 Dollars (\$254.70) being account due April 19th 1883 on the last part of said notes and which is due on this said day to-wit: April 19th 1883 and to draw interest at eight per cent per annum payable annually until paid. It is therefore considered that by the Court that the said plaintiff recover from said D. S. Ford as maker and the said D. S. Ford, William M. Ford, Doroinda Ford and Dora Armstrong as the heirs at law of said Deceased Ford, Deceased the said sum of One Thousand and fifty-four and 7/100 Dollars (\$1054.70) with interest from April 19th 1883 at eight per cent per annum payable annually and his costs herein expended taxed to \$.

Afterwards on the 29th day of August A. D. 1883, the Report of Receiver was filed with the Clerk of said Court which reads as follows, to-wit:-

Report of Receiver
 Joseph W. Cunningham, Adm^r of Robert Smith, deceased, Plaintiff
 vs.
 Samuel Madelle, Adm^r et al. Defendants
 Court of Common Pleas Union County Ohio.
 Report of Receiver.

And now comes David T. Owen Receiver in this case by this Court heretofore appointed, and makes his report of the receipts and disbursements of his receivership herein as follows, to-wit:-

Receipts	November 10 th 1880.	Tax Money	\$ 40.00
	February 20 th 1881.	" Corn	\$ 21.50
	August 3 rd 1881.	" Wheat	\$ 16.00
	" " "	" Oats	\$ 18.75
	" 25 th "	" Hay	\$ 42.00
	January 1 st 1882	" Corn	\$ 11.75
	" " "	" Pasture	\$ 10.00

Total Amount Received \$160.00

The said Receiver says that there were no expenditures made for the business connected with his receivership, that the charges for his services are:

Charges for Receiver's Service \$15.00
Balance in his hands \$145.00
\$160.00

And he further says that the foregoing statement, as to receipts and his disbursements, is a true and correct exhibit of all the monies that came into his hands as such receiver and there is nothing further to be done in said matter and nothing further to report or be reported in reference to the business connected with said receivership
David T. Bunn.

State of Ohio

Monroe County, ss. David T. Bunn being duly sworn according to law says that all the facts stated in his foregoing report of the receivership in the foregoing action of J. W. Cunningham, Adm'r. vs. Samuel Maddele, Adm'r. et. al. are, as he verily believes, true.

David T. Bunn.

Seems to before me by David T. Bunn and by him subscribed in my presence this 29th day of August A. D. 1883.

J. Q. Burger Clerk.

Affidavit on the 13th day of September A. D. 1883, an Entry was made by the Clerk in the Journal of said Court which reads as follows, to-wit:—

Joseph W. Cunningham, Administrator of Robert Smith Deceased, Plaintiff.

vs.

In Foreclosure.

Samuel Maddele, Adm'r. et. al. Defendants.

Entry

3679

This cause coming on to be heard upon motions to confirm the final report of and to discharge the receiver herein it is ordered in motions of said receiver that he be allowed and paid the sum of Fifteen Dollars out of the money in his hands in full for his services herein. And the Court finding the said report correct, and that the said receiver has fully obeyed the orders of this Court to him issued and has duly paid over all money coming into his hands as such receiver: It is therefore ordered that all acts and things done by him, as well as his report, be and the same are hereby approved and confirmed and the said David T. Bunn is discharged from his duties, liabilities and responsibilities as such receiver and his undertaking therefor is vacated and cancelled. And it is further ordered that out of the balance of said money so paid over by the said receiver the costs herein be first paid taxed to \$ and that the remainder of said money be applied as payment upon the judgments in this case rendered and remaining unpaid.

Attest J. Q. Burger Clerk
By A. R. Burger, Deputy

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The State of
J. W. Cunningham

Petition

D. F. Bunn
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Plead before His Honor John A. Rice, 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 of the Third Subdivision of the Third Judicial District of the State of Ohio on the tenth day of September in the year of our Lord One Thousand Eight Hundred and Eighty Three. On the 11th day of January A.D. 1884, the following Petition and Answer in Organit were filed with the Clerk of said Court:

Petition and Answer in Organit
The State of Ohio, Union County, ss.
J. W. Robinson, Plaintiff
vs.
D. F. Parsons, M. W. Hill & A. J. Blake, Defendants
Petition
Civil Action for Money Only

4427 J. W. Robinson the above named plaintiff says that there is due to him from D. F. Parsons as principal and M. W. Hill and A. J. Blake parties, Defendants, on a promissory note, made by the Defendants, D. F. Parsons, M. W. Hill and A. J. Blake dated the 30th day of December A.D. 1882, which note with the receipt of Attorney Meade annexed, is hereto attached, the sum of Two Hundred Dollars with interest thereon from the 30th day of December 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 except the int. to December 30th 1883 and \$138.00 the principal leaving \$200.00 Dec. 30th 1883. Whereupon, the Plaintiff asks judgment against said Defendants for the sum of Two Hundred Dollars with interest from the 30th day of Dec. A.D. 1882, at 8 per cent.

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 statement 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 11th day of Jan'y. A.D. 1884.
\$338.00
J. D. Burgess, Clerk.
Mansfield, Ohio, December 28th 1882

On the first day of April after date, as principal debtors, we jointly and severally promise to pay to the order of J. W. Robinson, Three Hundred and Thirty-Eight Dollars, for value received, with 8 per cent int. - next after maturity. 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 receive the money 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. int. 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 30th day of December, 1882.
" D. F. Parsons Seal
" M. W. Hill Seal
" A. J. Blake Seal

" Paid One Hundred Dollars November 9th 1883, " Paid Fifty Dollars December 13th 1883. " Paid Eight and 2/100 Dollars December 19th 1883.

4427
J. W. Robinson, Plaintiff
vs.
D. F. Parsons, M. W. Hill &
A. J. Blake, Defendants.

In Court of Common Pleas
Union County, Ohio
Defendants Answer.

And now come D. F. Parsons, M. W. Hill and A. J. Blake the above named Defendants by the undersigned their Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff the holder of the note described in Plaintiffs petition and against the above named Defendants for the sum of Two Hundred Dollars and Forty Cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendants for costs of this action, and all errors are hereby released, and Defendants right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived. On 8 per cent just Jan'y 11th A. D. 1884.

E. W. Porter, Attorney for Defendants

4427
J. W. Robinson, Plaintiff
vs.
D. F. Parsons, M. W. Hill &
A. J. Blake, Defendants

Entry

This day came the Plaintiff in person and through came E. W. 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 said duly process, waived the issuing and service of process, and the appearance of said Defendant herein and by virtue of the same warrant of Attorney, confessed that there is due from said Defendant to said Plaintiff, as is alleged in said Plaintiffs petition the sum of (\$200.40) Two Hundred and 40/100 Dollars. It is therefore considered that said Plaintiff do recover of said Defendants the said sum of Two Hundred and 40/100 Dollars (\$200.40) 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.

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By A. R. Augener, Deputy.

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Now before His Honor John A. Price Judge of a Court of Common Pleas before and held at the Court House in the town of Mansfield within and for the County of Union of the said Subdivision of the Sixth Judicial District of the State of Ohio on the 21st day of January in the year of our Lord One Thousand Eight Hundred and Eighty-four.

On the 21st day of January A. D. 1884 the following Petition and Answer in Cognovit were filed with the Clerk of said Court, to-wit:-

Petition
4138

W. Aultman & Co. Plaintiffs
vs.
J. E. Hamble, J. M. Quinn and George Berger, Defendants

Petition and Answer in Cognovit
The State of Ohio, Union County, ss.
In the Court of Common Pleas
Dial Action for Money Only.

Plaintiffs say that they are an incorporated Company duly incorporated under the laws of Ohio and doing business in the State of Ohio under the incorporate name of W. Aultman & Co. that the above named Plaintiffs say that there is due them from J. E. Hamble as principal and J. M. Quinn and George Berger as indorsers, on a promissory note made by the Defendants J. E. Hamble and indorsed by J. M. Quinn and George Berger dated the 1st day of August A. D. 1882, which note, with the amount of Attorney Fees annexed, is hereto attached, the sum of Three Hundred and Fifty Seven Dollars and Fifty Cents, with interest thereon at 6 & 8 % from the 1st day of August 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. Wherefore the Plaintiff ask judgment against said Defendant for the sum of Three Hundred and Fifty Seven and 50/100 Dollars, with interest at 6 & 8 per cent from the 1st day of August A. D. 1882.

T. B. Burton Attorneys for Plaintiff
The State of Ohio
Union County, ss.
T. B. Burton says that he is the attorney of W. Aultman & Co. and that the said instrument in writing is in his possession and he, as said attorney of the above named Plaintiffs, being duly sworn, says that he believes the statement in the foregoing Petition to be true. He further says that the said Plaintiffs are an incorporated Company.

Subscribed by T. B. Burton in my presence, and sworn to by him before me, this 21st day of January A. D. 1884.
J. C. Emmer Clerk.
By W. M. Wright Deputy.

Note
Exhibit "A"

\$337 50/100
Mansfield, Ohio August 1st 1882
On or before the first day of October 1883, for value received in use of New Model Thrasher and Mower Engine in Nos. 9 & 10. I, the undersigned of Beeburg Township, County of Union, State of Ohio, promise to pay to the order of W. Aultman & Co. (an Incorporated Company under the laws of the State of Ohio.) of Canton, Ohio. Three Hundred and Fifty Seven and 50/100 Dollars, payable at the office of Farmers Bank Agency, C. with interest at six per cent per annum from date until maturity and interest at eight per cent per annum from maturity until paid. And I consent and agree that after this obligation shall become due the time of payment thereof may be extended, from time to time, by any

"one or more of us without the knowledge or consent of the other or others of us;"
 "and in case of such extension, we and each of us shall and will remain liable"
 "herein, as if no such extension had been made. And hereby authorize any"
 "attorney at law to appear in any Court of Record in the United States, after"
 "his obligation becomes due, and receive the issuing and service of process"
 "and confer a judgment against me or either or any of us, in favor of the"
 "holder hereof of the amount then appearing due, together with the costs of"
 "suit, and therefore to release all errors and waive all right of appeal and"
 "exceptions. (Secured by Chattel Mortgage)

"P. O. Green Bond, Union Co. Ohio. S. E. Hamble. Seal."
 "Indorsed: Owen & Berger on the 9th day of November 1882.
 O. Adlmann & Co. Plaintiffs

Owen & Berger
 as
 S. E. Hamble, J. M. Owen &
 George Berger, Defendants
 In Court of Common Pleas
 Union County, Ohio.
 Defendants Answer

4438 And now come the above named Defendants
 by the undersigned their Attorney, and receive the issuing and service of process in
 this case, and consent that judgment be entered herein in favor of the above
 named Plaintiff, the holder of the note described in Plaintiffs petition, and
 against the above named Defendants for the sum of Three Hundred and Sixty
 Nine Dollars and Ninety Two Cents, the amount appearing due for principal
 and interest on said note, and also consent that judgment be entered in the
 same manner against Defendants for costs of this action, and all errors are
 hereby released, and Defendants right to appeal, and to the appraisal of real
 estate levied on by virtue of any execution issued on the the judgment
 in this case, is hereby waived.
 January 21st A.D. 1884.
 J. M. Kennedy, Atty. for Defs.

Extry O. Adlmann & Co. Plaintiffs
 as
 4438 S. E. Hamble, J. M. Owen &
 George Berger Defendants
 Extry

This day came the plaintiff by T. B. Bentons
 Attorney, and thereupon came J. M. Kennedy 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, received 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 Plaintiffs petition
 the sum of \$369 ⁹²/₁₀₀. It is therefore considered that said Plaintiffs do recover
 of said Defendants the said sum of \$369 ⁹²/₁₀₀ 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 pro annuo. 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. R. Burgess Clerk
 By A. R. Burgess Deputy

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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 Mansfield within and for the County of Union of the Third Subdivision of the Third Judicial District of the State of Ohio on the fourteenth day of January in the year of our Lord One Thousand Eight Hundred and Eighty Four.

On the 31st day of January A.D. 1884 the following Petition and Answer was filed with the Clerk of said Court to-wit:-

4448

Comrad & Berger Plaintiffs
vs
A. O. T. Anderson, Defendant

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

The plaintiffs say that they are copartners doing business in the State of Ohio under the firm name and style of Comrad and Berger and not incorporated. Plaintiffs further say that the Defendant A. O. T. Anderson on or about the 22nd day of November A.D. 1882, executed and delivered to said plaintiffs his promissory note of that date, together with a Warrant of Attorney, which Promissory Note and Warrant of Attorney is 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 the legal owner and holder thereof, and that there is due thereon from said Defendant the sum of One Hundred and Thirty Five Dollars with interest at 6% per annum the 22nd day of November A.D. 1882 until November 22nd 1883 and 8% per annum said Nov. 22nd 1883.

Wherefore, the Plaintiffs ask judgment against said Defendant for the sum of One Hundred and Thirty Five Dollars with 6% interest from the 22nd day of November A.D. 1882 to Nov. 22nd 1883, @ 8% interest from said Nov. 22nd 1883, and for costs of suit.

The State of Ohio }
Union County, ss. }

A. T. Carpenter being duly sworn, says that he is the Attorney 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.

Sworn to by said A. T. Carpenter before me, and by him subscribed in my presence, this 31st day of January A.D. 1884.

Note

\$ 135.⁰⁰

One year after date, for value received I promise to pay Comrad and Berger or order, at their office Mansfield, Ohio, One Hundred and Thirty Five Dollars, with six per cent interest after date and eight per cent after due. 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 me, 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 receiving the issuing and service of process, to confess judgment against me or either of us in favor of the holder or holders of this note, for the amount of said note, and interest on the same at the rate of eight per cent per annum, after the same shall become due, together with costs of suit and release all Errors and Wrists of Law and waive the stay of Execution, and all right of appeal in this behalf.

J. Q. Burgess, Clerk

Mansfield Ohio November 23rd 1882

A. T. Carpenter

Witness my hand and seal this 22nd day of November 1882
P. O. Raymond, Union County, Ohio
A. O. T. Andrews 1 to S. 1

Answer
4448
Conrad and Berger Plaintiffs vs. A. O. T. Andrews, Defendant.
The State of Ohio, Union County, ss.
In the Court of Common Pleas.
Answer.
By virtue of a Warrant of Attorney attached to the foregoing Petition J. W. Hooper an Attorney at Law, in the record County of Union in the State of Ohio, duly enters an appearance for the said Defendant, at the suit of Conrad and Berger Plaintiffs against said A. O. T. Andrews Defendant and waives the issuing and service of process therein, and confesses a judgment in favor of the said Conrad and Berger against said A. O. T. Andrews for the sum of One Hundred and Forty Five Dollars and Seventeen Cents, Damages, being the amount appearing Due for Principal and Interest on said Promissory Note, and also for Costs of Suit, and I do hereby release all errors and waive all right of appeal.
J. W. Hooper Defendant's Attorney.

Entry
4448
Conrad and Berger Plaintiffs vs. A. O. T. Andrews, Defendant.
Entry
This day came the Plaintiffs by A. J. Casper their Attorney and therefrom came W. V. Hooper 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, received the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of Attorney, confessed that there is due from said Defendant to said Plaintiffs as is alleged in said Plaintiffs' Petition the sum of One Hundred and Forty Five Dollars and Seventeen Cents. It is therefore considered that said Plaintiffs do receive of said Defendant the said sum of One Hundred and Forty Five and 17/100 Dollars or an amount 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. Bingham Clerk
By A. R. Bingham, Deputy.

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Plas 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 Third Division of the First Judicial District of the State of Ohio on the
fourteenth day of January in the year of our Lord One Thousand Eight Hundred
and Eighty-Nine.

On the 31st day of January A.D. 1884, the following Petition and Answer were
filed with the Clerk of said Court, to-wit:

E. J. Allen Plaintiff

Petition

vs

W. D. Hopkins, Dr. Fayette H. Hancock
and Charles Hoyle, Defendants

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

4449

The plaintiff E. J. Allen says that the
Defendants W. D. Hopkins, Dr. Fayette H. Hancock and Charles Hoyle on or
about the 20th day of March A.D. 1882, executed and delivered to the said
Plaintiff their Promissory Note, of that date, together with a Warrant of
Attorney, which Promissory Note and Warrant of Attorney are hereto attached
marked "Exhibit A" and make a part of this Petition. Said Plaintiff further
says that said Promissory Note is due and unpaid, that he is the legal
owner and holder thereof, and that there is still due him thereon from said
Defendant, the sum of One Hundred Dollars with interest at the rate of
8 per centum per annum, from the 20th day of December A.D. 1882. Wherefore
the Plaintiff asks judgment against said Defendants for the sum of One
Hundred Dollars with interest thereon at the rate of 8 per centum per annum
from the 20th day of December A.D. 1882, and for Costs of Suit.

B. F. Stahl Plaintiff's Attorney.

Affidavit

The State of Ohio }
Union County, ss. }

B. F. Stahl being sworn, says that he is the Attorney
of Record of said Plaintiff, that this action is brought upon an instrument
in Writing for the payment of Money only, that said instrument in Writing
is in his possession, and that he verily believes the statements contained in the
foregoing Petition are true, in substance and in fact.

B. F. Stahl.

Sworn to by said B. F. Stahl, before me, and by him subscribed in my
presence, this 31st day of January A.D. 1884

J. D. Burgess Clerk

Note

\$ 100.⁰⁰

Three months after date, for value received, we jointly
and severally promise to pay E. J. Allen or Order, One Hundred
Dollars with interest at 8 per cent per annum, after maturity, until
paid. And we hereby authorize and empower any Attorney at Law of
any Court of Record, at any time after the above note becomes due, to
appear for us, or any of us, without process in any Court of Record in
the State of Ohio or elsewhere, and confer 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 occur in the pendi-
ng of such judgment. And we also release the right of appeal, the stay
of execution, and the power and privilege to hold exempt from execu-
tion any 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 20th day of March 1882
 " W. C. Hopkins Seal
 " Lafayette Hamman Seal
 " Charles Hayes Seal
 Indorsed: Charles Hayes, \$100⁰⁰ due December 20th 1883.

E. H. Allen Plaintiff
 vs.
 W. C. Hopkins, Lafayette Hamman
 and Charles Hayes, Defendants.

The State of Ohio Marion County ss.
 In the Court of Common Pleas
 Answer.

By virtue of the Warrant of Attorney attached to the foregoing Petition, I, an Attorney at Law in the several Courts of Record in the State of Ohio, hereby enter an appearance for the said Defendants at the suit of E. H. Allen Plaintiff against said W. C. Hopkins, Lafayette Hamman and Charles Hayes Defendants and waive the issuing and service of Process therein, and confess a judgment in favor of the said E. H. Allen against said W. C. Hopkins, Lafayette Hamman and Charles Hayes for the sum of One Hundred and Eight Dollars and Ninety one 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.

E. H. Allen Plaintiff
 vs.
 W. C. Hopkins, Lafayette Hamman
 and Charles Hayes, Defendants.

Eassey

This day came the plaintiff by B. W. Stahl, his Attorney, and thereupon came J. W. Robinson one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed and now produced in open Court and duly sworn, 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 Plaintiff's petition, the sum of One Hundred and Eight and Two Dollars. It is therefore considered that said plaintiff do recover of said Defendants the said sum of One Hundred and Eight and Two Dollars as is 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. O. Burgess Clerk
 By A. R. Burgess Deputy.

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Plas before His Honor John A. Price Judge of a Court of Common Pleas begun and hold at the Court House in the Town of Mansfield within and for the County of Union of the Third Subdivision of the Sixth Judicial District of the State of Ohio on the nineteenth day of January in the year of our Lord One Thousand Eight Hundred and Eighty Four.

On the 2nd day of February A.D. 1884, the following Petitioners and Cause in Original were filed with the Clerk of said Court, to-wit:

Alvah Smith, Plaintiff
vs
Jasper Bidwell & Mrs Wilson, Defendants
The State of Ohio, DePaul County, ss.
In the Court of Common Pleas
Petitioners

The plaintiff, Alvah Smith says that the Defendants Jasper Bidwell and Mrs Wilson, on or about the 10th day of August, A.D. 1882, executed and delivered to the said Plaintiff three Promissory Note, of that date, together with a Warrant of Attorney, a copy of which, Promissory Note, and Warrant of Attorney are hereto attached and marked "Exhibit A" and made a part of this Petition. Said Plaintiff further says that said Promissory Note is due and unpaid, that he is the legal owner and holder thereof, and that there is still due to him thereon from said Defendants the sum of Twenty-Five Hundred Dollars with interest at the rate of eight per centum per annum, from the 10th day of August A.D. 1882. Interest payable annually. Wherefore, the Plaintiff asks judgment against said Defendants for the sum of Twenty-Five Hundred Dollars with interest thereon at the rate of eight per centum per annum payable annually from the 10th day of August A.D. 1882, and for Costs of suit.

A. T. Carpenter Plaintiff City.
The State of Ohio
DePaul County, ss. A. T. Carpenter 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 truly believes the statements contained in the foregoing Petition are true, in substance and in fact.

A. T. Carpenter.
Sworn to by said A. T. Carpenter, before me, and by him subscribed in my presence, this 2nd day of February A.D. 1884
J. Q. Burgess Clerk
Plain City, Ohio August 10th 1882

\$2500⁰⁰
Thirty days after date, as principal debtors, we jointly and severally promise to pay to Alvah Smith, or order of Plain City Bank, Plain City, O, Twenty-Five Hundred Dollars, for value received, 8% from date. And we hereby dispense with the demand of payment of this Note, and authorize any Attorney-at-Law to appear for us or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and receive the issuing and service of process and confer judgment against us, or either of us in favor of the holder or holders of this Note, for the amount of said Note, with 8 per cent interest, payable annually after the same shall become due, and if the interest be not paid annually to become as principal, and bear the same rate of interest, together with costs of suits and recovery all errors and waive all right of Appeal in this behalf. Witness our hands and seals this 10th day of Aug. 1882. Jasper Bidwell Seal Mrs Wilson Seal

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Petition
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4450
Circuit
Abrah Smith, Plaintiff
vs.
Joseph Bidwell & Mrs Wilson, Defendants

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

By virtue of the Mandate of Attorney attached to the foregoing Petition J. L. Porter an Attorney at Law in the several Courts of Record in the State of Ohio, hereby rules an appearance for the said Defendants, at the suit of Abrah Smith against said Joseph Bidwell and Mrs Wilson Defendants and receive the issuing and service of process therein, and enters a judgment in favor of the said Abrah Smith against Joseph Bidwell and Mrs Wilson for the sum of Twenty Seven Hundred and Ninety Seven Dollars and Twenty Cents, Damages, being the amount respecting due for Principal and Interest on said Promisory Note, and also for Costs of Suit, and I do hereby release all errors and waive all right of appeal.
John L. Porter Defendants Attorney.

4450
Entry
Abrah Smith Plaintiff
vs.
Joseph Bidwell & Mrs Wilson Defendants

Entry.

This day came the Plaintiff by his Attorney, A. T. Carpenter, and likewise came John L. Porter one of the Attorneys of Record of this Court, who by virtue of a process of Attorney duly executed and served and returned in open Court and duly return, waived the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same process of Attorney, confesses that there is due from said Defendants to said Plaintiff as is alleged in said plaintiffs petition, the sum of Twenty Seven Hundred and Ninety seven and ²⁰/₁₀₀ Dollars. It is therefore considered that said plaintiff do recover of said Defendants the said sum of Twenty Seven Hundred and Ninety seven and ²⁰/₁₀₀ Dollars as 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 mandate 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
By A. R. Burgner, Deputy

Held 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 Third Subdivision of the Sixth Judicial District of the State of Ohio, on the twentieth day of January in the year of our Lord One Thousand Eight Hundred and Eighty-four. Whence, to-wit:-

On the 25th day of August A. D. 1883, the following Petition was filed with the Clerk of said Court.

4304
Petition
Elizabeth M. Gance Plaintiff
vs.
Alfred D. Gance, Defendant

Court of Common Pleas, Union County Ohio
Petition

The Plaintiff says: she has been a resident of the State of Ohio for the year last past and is at present a

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bona fide resident of the said County of Union, that on or about the 5th day of April 1871, at the County of _____ and State of Ohio she was married to the defendant and has ever since conducted herself toward him as a faithful and obedient wife. She had while living with the said Defendant one child, a boy, aged seven years on the 3rd day of June last, whose name is Charles B. Damer. The defendant regardless of his duties as a husband toward said plaintiff has been guilty of habitual drunkenness for more than three years last past and that during the past six months he has been willfully absent from said plaintiff and child and during said period has failed to provide any thing for said plaintiff and her said child and said plaintiff during said period has been obliged to support herself and child by her own labor. Wherefore plaintiff prays that she may be divorced from the said defendant Alfred D. Damer and that the custody of the said child may be decreed to her and for all other relief that in equity she may be entitled to

S. S. Gardner Plaintiff's Attorney.

The State of Ohio }
 Union County, ss. } Elizabeth M. Damer being duly sworn says the facts and allegations in the foregoing petition contained are true as she verily believes.

Elizabeth M. Damer,
 Sworn to and subscribed in my presence by said Elizabeth M. Damer
 this 22nd day of August 1883.

P. R. Hess Notary Public Seal

Principle vs Court of Common Pleas Union County, Ohio.
 E. M. Damer, Plaintiff }
 A. D. Damer, Defendant } Mansfield August 25th 1883.

In the Clerk of said Court:-
 I have summons and copy of petition in above case for the defendant Alfred D. Damer to Sheriff of Richland County Ohio, Returnable according to law in divorce cases. S. S. Gardner City for Plaintiff.

On the 25th day of August A. D. 1883, a summons was issued by the Clerk of said Court which reads as follows, to wit:-
 Summons in Divorce

Summons The State of Ohio }
 Union County, ss. } To the Sheriff of Richland County:
 You are commanded to notify Alfred D. Damer that Elizabeth M. Damer 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 send on line) charging him with habitual drunkenness, 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 3rd day of September A. D. 1883.

Witness my signature as Clerk of our said Court of Common Pleas and the Seal of said Court, at Mansfield this 25th day of August A. D. 1883.
 J. D. Bingham Clerk.
 S. S. Gardner Attorney.

Summons in Action for Divorce - S. S. Gardner Attorney.
 Writ returned and filed September 3rd 1883, endorsed as follows, viz
 Received six o'clock P. M., on the 26th day of August A. D. 1883, and on the 29th day of August A. D. 1883 I served the same by delivering

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to ; a true copy thereof with a copy of the petition in due time to the within named A. D. Dancer. Fees: - Service 30, Copy 25, Postage 10, Docket 15, Return 25 Total \$ 1.11

John Gruber Sheriff.

Attest on the 29th day of January A. D. 1884, an Entry was made by the Clerk in the presence of said Court which reads as follows, to-wit: -

Entry

Elizabeth M. Dancer Plaintiff
vs.
Alfred D. Dancer Defendant

Entry

4304

Now comes the plaintiff and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the Court find him in default for answer and answer to said petition, and find that the allegations therein are confessed by him to be true. The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceeding the same and was at that time a bona fide resident of this County of Union and that the parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced that the defendant has been guilty of habitual drunkenness and willful absence as in said petition set forth, and that by reason thereof the plaintiff is entitled to an divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Elizabeth M. Dancer and the said Alfred D. Dancer be and the same hereby is dissolved and both parties are released from the obligations of the same. It is further ordered that the custody, care, education and control of the said child of the parties hereto be, until further order conferred to the said Elizabeth M. Dancer exclusively but that the defendant Alfred D. Dancer have the privilege of visiting said child at all proper times. And it is further considered by the Court that the Plaintiff pay the costs herein taxed to \$

Attest J. D. Burgess Clerk.
By A. R. Burgess, Deputy

Place before Hon. A. D. Dancer John A. Price 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 of the said Subdivision of the Sixth Judicial District of the State of Ohio on the fourteenth day of January in the year of our Lord One Thousand Eight Hundred and Eighty Four. Heretofore - to-wit: - On the 5th day of July A. D. 1883, the following transcript was filed with the Clerk of said Court:

Transcript

R. W. Darnell, M. D. Plaintiff
vs.
Trustees of Clairbourne Township Defendants

Before S. W. Van Winkle a Justice of the Peace in and for Clairbourne Township Union County, Ohio.

4268

May 29th A. D. 1883, the plaintiff filed his bill of particulars as follows:

R. W. Darnell, Plaintiff
vs.
Trustees of Clairbourne Twp. Defendants

Before S. W. Van Winkle, Justice of the Peace. The plaintiff says he is a practicing

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physician in the Township of Clairborne and that he was on the 15-16-17 & 18 days of February A. D. 1883, called as such physician to render medical relief to the family of Timothy Bean, a resident of said Township, needing such relief and unable to employ a physician and that he rendered said relief as charged in the bill hereto attached on said days and notified the Trustees of said Township thereof according to law. Wherefore Plaintiff prays judgment the Trustees of said Township for the sum of Seventeen and ³/₄ Dollars.

R. W. Council.

May 29th 1883, issued summonses to Trustees of said Township returnable June 1st 1883, at 9 o'clock A. M. and delivered the same to W. T. Jones Constable June 1st 1883, Summons returned endorsed as follows: - Received this writ June 29th 1883, and May 29th 1883 served the same on defendants by leaving certified copy thereof personally with said Trustees. Served and returned 75[¢] 3 copies 75[¢] Mileage 75[¢] Total \$ 2.25

W. T. Jones, Constable.

June 1st A. D. 1883. Parties appeared and defendants asked to have the case continued, whereupon it was continued to June 15th 1883 at 9 o'clock A. M. Served subpoenas for A. J. Thomas and John Martin.

June 16th 1883, 9 o'clock A. M. parties appeared and agreed upon a statement of facts dispensing with the examination of witnesses and after argument submitted the case. June 18th 1883, 9 o'clock A. M. it is by me considered that the plaintiff recover of the said defendants the sum of three Dollars and costs herein taxed at Five and ³⁵/₁₀₀ Dollars.

Judgment \$ 11.⁰⁰ Justice Fee: - Index 10, Summons 25, Papers filed 30, judgment 40, Docket 50, 7 subpoenas 27⁵⁰, 1 continuance 20, Satisfaction 20, Appeal Bond 40, Recording Appeal Bond 40, \$ 3.35. Constable Fee Sum. ser. 4. Jail \$ 2.25, Sub. ser. 4. Jail .55; \$ 2.50.

S. W. Van Winkle, J. P.

June 23rd 1883, Defendants filed an appeal bond of which the following is a copy: -

R. W. Council Plaintiff
vs.
Trustees of Clairborne Twp. Defendants.

Judgment before S. W. Van Winkle J. P.

Whereas on the 15th day of June A. D. 1883, the said R. W. Council obtained a judgment against the said Trustees of Clairborne Twp. on the docket of the said S. W. Van Winkle J. P. for Eleven Dollars and the costs, taxed at Five Dollars and thirty-five cents; and the said Trustees of Clairborne Twp. intend to appeal therefore, to the Court of Common Pleas of Union County, Now, therefore, I, W. H. Marriott do hereby, pursuant to the statute in such cases made and provided therein and undertake, in the sum and to the amount of Fifty Dollars, that the said appellants if judgment be adjudged against them on appeal, will satisfy such judgment and costs and also that the said appellants will prosecute their appeal to effect and without unnecessary delay. Signed: - W. H. Marriott.

Executed and acknowledged before me and security approved this 23rd day of June, 1883.

S. W. Van Winkle Justice of the Peace.

State of Ohio
Union County, ss.

I hereby certify that the within 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 - Page 263. July 3. 1883.

S. W. Van Winkle Justice of the Peace.

Affidavits on the 25th day of July A.D. 1883, a Petition was filed with the Clerk of said Court - which reads as follows, to-wit:-

Petition vs. R. W. Connell Plaintiff } Court of Common Pleas, Union County Ohio
Olaibourne Township Union Co. O. Def. } Petition

4268 Plaintiff says the defendant is indebted to him in the sum of \$17.⁵⁰ on the following acct. to-wit:-

Olaibourne Township, Union Co. O. Dr. P. R. W. Connell for medical services rendered the family of Timothy Bean - as follows.

February 15 th , 1883,	To visit and medicine for child	\$ 1.00
" 16 "	" " " " " " " " wife and child	1.00
" 17 "	" " " " " " " " to wife in confinement, 18 hours	14.50
" 18 "	" " " " " " " " wife and child	1.00
		Total \$ 17.50

Plaintiff says he is a physician in regular practice, and that said services were rendered for persons in conditions requiring public relief and the services of a physician, that said persons were residents of said Olaibourne Township, that he, ^{was} called to see one of said Beans children on said 15th day of February, and was again called on the 16th day of Feb. to see the wife of said Bean and on the 17th was again called to attend the wife of said Bean in her confinement, and again on the 18th to visit the wife and child. That he rendered the services as charged for in the above acct. and that the charges therein are reasonable, and that said Bean has not paid any part of the same and is wholly unable to pay any part of said acct.

Plaintiff says that on the 18th day of February 1883, he notified according to law F. M. Marriott, one of the Trustees of said Township, that he had rendered said service for said persons, that thereupon the trustees of said Township, proceeded to take official action on the bill presented by the plaintiff for said services and allowed the same in part but have refused and still refuse to pay the plaintiff any part of his said bill. Wherefore plaintiff prays judgment, against the defendants for the said sum of \$17.⁵⁰ with interest from February 15th 1883.

P. R. Hovey Attorney for Plaintiff

State of Ohio }
Union County, O. } R. W. Connell, the plaintiff being sworn says the allegations in the foregoing petition are true as he believes

Sworn to before me and subscribed in my presence this 28th day of July 1883. J. D. Burgess, Clerk.

Affidavits on the 13th day of August A.D. 1883, an Answer was filed with the Clerk of said Court - which reads as follows, to-wit:-

Answer Against R. W. Connell Plaintiff } In the Court of Common Pleas of Union County Ohio
Olaibourne Township, Union Co. Def. } Answer

4268 And now come the Trustees of Olaibourne Township, Union County Ohio, and for answers to plaintiffs petition herein filed say that they admit that said Plaintiff is a physician in regular practice and that the family of Timothy Bean was in a condition requiring public relief, and defendants deny each and every other allegation

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in said petition contained. The Defendants further answering say that on the 5th day of February A.D. 1883, the Board of Infirmary Directors of Union County Ohio, in regular session appointed Drs. P. H. Bauer and B. P. Hall as physicians to furnish medical relief and medicines necessary for the poor and persons needing public relief, in said Clairborne Township, Union County Ohio, and that said plaintiff had due notice of such appointment at the time of making the same. That on the 17th day of February 1883, the said family of Timothy Bean aforesaid were duly reported to the Board of Infirmary Directors of said Union County Ohio, and said defendants were caring for them as County paupers, under the supervision of said Board of Infirmary Directors. Defendants having thus answered ask to go hence without day, and recover their costs herein expended.

John M. Bendick Atty for Defs.

The State of Ohio }
County of Union, ss } F. W. Marriott, one of the trustees of Clairborne Township, Union County, Ohio, being sworn, makes oath that the facts stated in the foregoing answer are, as affiant believes, true

F. W. Marriott.

Sworn to by said F. W. Marriott before me and signed by him in my presence this 13th day of August A.D. 1883. J. D. Burgeson, Clerk.

Afterward, on the 15th day of Sept. A.D. 1883, the following Agreed Statement of facts was filed with the Clerk of said Court, to wit:-

Agreed Statement of facts
Between
Plaintiff
Against
Defendants
Agreed Statement of facts

It is agreed by all the parties hereto that the facts in the above entitled case are as follows:-

- 1st That on the 5th day of February A.D. 1883 Drs. Bauer & Hall were appointed by the Board of Infirmary Directors of Union County, Ohio, under the Act of April 13th 1882, as physicians to furnish medical relief to the paupers of Clairborne Township Union County, Ohio, according to the provision of said Act and that the plaintiff herein had due notice of the same.
- 2nd That on the 15th day of February A.D. 1883, the services, on account of which this action was brought, were commenced and that on that day the said Dr. Bauer was in his office in the Village of Richmond, in said Clairborne Township Union County, Ohio.
- 3rd That said services were continued according to his said account from day to day until on the 18th day of February A.D. 1883, when verbal notice was given by said plaintiff to said defendants under section 1494 Revised Statutes which said verbal notice was accepted and acted upon by said defendants, and that no services were rendered by said plaintiff after said verbal notice was given.
- 4th That said family of Timothy Bean were in a condition at the time of said services requiring public relief and the attention of a physician and that said plaintiff was called by said Timothy Bean to attend said family.
- 5th It is agreed that the account herein sued on is made a part of this agreed statement of facts, and also the account marked exhibit "A" and the

discount allowed on said account by the plaintiff (as shown by Exhibit "A") was for the purpose of compromise

6th It is further agreed that the amount of \$9.33 allowed as shown by exhibit "A" was made by the Treasurer and (in compliance) with order attached, and was conditioned upon the allowance of the same by the Board of Inferiour Directors and that said Board of Inferiour Directors refused to allow the same.

7th That the charges contained in said account herein provided upon were in accordance with the schedule of prices established by the Union County Medical Society.

8th That written notice was made out by plaintiff on the 17th of February 1883, and the same was left at home by plaintiff and on the 18th the verbal notice heretofore mentioned was given to F. W. Marriott one of the defendants and at the same time said plaintiff notified said Marriott that he had such written notice, and said Marriott accepted said verbal notice and said he would act on said account without further notice and the defendants did act on said account. Said Tinsley was in habit of acting on verbal notice when familiar with the facts

9th That on the 17th day of February 1883, said Timothy Beane's family was reported to the Board of Inferiour Directors under the statute, by F. W. Marriott one of said Trustees (defendants) as a family needing public relief and that said family was sick and needing medical relief and made no statement of medical relief having been furnished, and said Marriott also reported that said Beane's family were not in a condition to be removed to the County Inferiour but that the fact of said report to the Inferiour Directors was not reported to the plaintiff until after giving said notice on the 18th.

P. R. Carr Attorney for Plaintiff,
John M. Berdick Attorney for Defendant.
Richwood Ohio, March 2nd 1883.

Exhibit "A"

Clabornes Township O^h. To R. W. Connell M.D. for medical service rendered to Beane's family:-

Feb. 15 th	To visit children	\$ 1.00
" 16 th	" " wife and children	1.00
" 17 th	" confinement	10.00
" 17 th	{ home over regular established time for confinement at 50¢ per hour	4.50
" 18 th	" visit to wife and child	1.00
	Total	\$ 17.50
	By Discount 33 1/3 %	5.83
	Bal.	\$ 11.67

Amount allowed \$9 ³³/₁₀₀

Afterwards on the 5th day of Feb. A.D. 1884, an Entry was made by the Clerk in the Journal of said Court which reads as follows, to wit:-
R. W. Connell, Plaintiff

Entry

vs. Trustees of Clabornes T^h. Defendants

Journal Entry.

4268.

This day came the parties to this action by their attorneys, and this cause came on to be heard, and was by agreement of the parties submitted to the Court upon an agreed state-

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ment of facts, furnished the Court and the Court being fully advised in the premises and upon consideration thereof do find for the plaintiff and award his damages against the defendants in the sum of \$15.⁵⁰/₁₀₀ with interest from February 15th 1883. Wherefore it is ordered and adjudged by the Court that the plaintiff recover of the defendants the sum of \$16.⁴⁰/₁₀₀ and his costs taxed herein. Whereupon the defendants moved the Court for a new trial which was overruled by the Court to which defendants except and thirty days are granted by the Court for filing a Bill of exceptions.

Attest J. D. Bangman Clerk.
By A. R. Bangman Deputy

Then before His Honor John A. Price, Judge of a Court of Common Pleas began and held at the Court House in the town of Mansfield within and for the County of Marion of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the fourteenth day of January in the year of our Lord One Thousand Eight Hundred and Eighty-Three. To-wit:

On the 2nd day of December in the year of our Lord 1882, the following Petition was filed with the Clerk of said Court:-

James J. McKeel, Plaintiff

Petition

vs.

The New York, Pennsylvania and Ohio
Rail Road Company, Defendants

The State of Ohio Union County
Court of Common Pleas
Petition

4141

The said plaintiff for cause of action herein against the said defendant says: that the said defendant is a corporation duly organized and incorporated under the laws of the States of New York, Pennsylvania and Ohio, that on the 13th day of September 1882, and before said day, the said defendant owned and operated a railroad and was a common carrier of passengers thereon, which said road passed through the said County of Marion and the County of Union, Ohio and on the line of which said road were the stations of Woodbury in said Marion County and Green Camp in said Marion County. That on said 13th day of September A.D. 1882, said plaintiff purchased a ticket from said defendant entitling him to ride as a passenger from said Woodbury to Green Camp and return, that while on the return trip between said Green Camp and Richwood, Ohio the said defendant by its agent the conductor of said passenger train on which said plaintiff was riding, took the said ticket of plaintiff, punched it and then ejected said plaintiff from its care at Richwood, Ohio, at about the hour of twelve o'clock at night before the end of said journey, to the damage of plaintiff in the sum of Five Hundred Dollars. Wherefore the said plaintiff prays judgment against the said defendant for the said sum of Five Hundred Dollars his damages, as aforesaid sustained.

Powell Fulton & Hopkins, Attorneys for Plaintiff

The State of Ohio
Union County, ss. James J. McKeel the said plaintiff being first duly sworn says the facts stated and corroborated of his foregoing petition are true, as he truly believes.
J. J. McKeel

Exhibit "A")
Exhibit "H"
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Sworn to before me and subscribed in my presence this 29th day of December 1882
John M. Brundick Notary Public

James J. Mc Neal Plaintiff

Précipit

The New York, Pennsylvania & Ohio Rail Road Company, Defendants
Court of Common Pleas, Marion County, Ohio.
Marionville December 2nd 1882

4141

To the Clerk of said Court:-
Issue summonses for the defendant to the Sheriff of Marion County, returnable according to law. Amount claimed, damages \$500.⁰⁰
Powell, Fulton & Hoskins, Attorneys for Plff.

On the 2nd day of December A.D. 1882, a Summons was issued by the Clerk of said Court which reads as follows, to wit:-
Summons

Summons

The State of Ohio
Marion County, ss. To the Sheriff of the County of Marion, Ohio, Greeting:-
We command you to notify The New York, Pennsylvania and Ohio Rail Road Company that they have been served by James J. Mc Neal in the Court of Common Pleas of Marion County, Ohio, that unless they answer by the 30th day of December A.D. 1882, the petition of said James J. Mc Neal against said defendant 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 11th day of December A.D. 1882.

Witness my hand and the seal of said Court, this 2nd day of December A.D. 1882.
J. D. Bargar, Clerk

In action for Damages, Amount claimed Five Hundred Dollars
Powell, Fulton & Hoskins, Plaintiffs Attorneys
Writ returned and filed December 7th 1882, endorsed as follows, to wit:-

The State of Ohio
Marion County, ss. Sheriff's Return

Received this writ December 2nd A.D. 1882, at four o'clock P.M., and pursuant to its command, on the 8th day of December A.D. 1882 I served the same by delivering a certified and true copy of this writ to George W. Holland, he the said George W. Holland being a regular Ticket and Freight Agent of said defendant, having charge of a Ticket and Freight Office of said defendant in my County and there being no President, Clerk, Treasurer, Secretary, Clerk, Messenger, Agent or other chief officers of said defendant in my County
Service 34, Mileage 2.56, Copy 20, Totals \$3.06
John W. Coburnack Sheriff.

On the 15th day of December A.D. 1882, an Answer was filed with the Clerk of said Court which reads as follows, to wit:-
James J. Mc Neal Plaintiff

Answer

The New York, Pennsylvania & Ohio Rail Road Company, Defendants
Marion County
Court of Common Pleas
Answer

4141

Now comes the defendant, The New York, Pennsylvania and Ohio Rail Road Company, and files this its answer to the petition of the plaintiff herein and for first answer it says:-

I. That it is following, and Richard you herein, provided at or about to the day

11. The defendant was return not stopping in the place the right was seen face which by the me accepted last afore riding me to be true

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Sworn to December

Affirmed by the Clerk James J.

Entry N. Y. P. 4141

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Reply The New York Rail Road

4141 for an reply that he the Broadway held did it nor is it and he a

of December 1882
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February 2nd 1882

I. That it denies the allegation in the petition contained which is in the words following, to-wit: - "That while on the return trip between said Green Camp and Richmond, O. the said defendant, by its Agent, the conductor of said passenger train on which said Plaintiff was riding took the said ticket of Plaintiff punched it and then ejected said plaintiff from its car at Richmond Ohio at or about the hour of twelve o'clock at night, before the end of said journey to the damage of plaintiff in the sum of Five Hundred Dollars"

17. The defendant for a second answer says that the train on which the plaintiff was when he claims to have been ejected as in the petition stated was a train not stopping at Broadway by the rules of the Company which fact was well known to the plaintiff, and also says that the ticket on which the plaintiff claims the right to travel on the train from which he claims to have been ejected was issued by the defendant as a round trip ticket at a reduced rate of fare which entitled the plaintiff to travel on another train which did by the rule of the Company stop at Broadway and that the plaintiff accepted said ticket well knowing that it was to be used on the train last aforesaid and could not be used on the train on which he was riding when he claims to have been ejected. Wherefore defendant prays to be hence dismissed with its costs.

Dublin Ward & D. W. Ayer Attys for Defs.

The State of Ohio
Hamilton County ss. Dublin Ward being first duly sworn says that he is the Attorney and Agent of the defendant herein and that the facts stated in this its answer are true

Dublin Ward

Sworn to before me and subscribed in my presence this 11th day of December A. D. 1882
Eugene Hines Notary Public in & for Hamilton County Ohio

Afterwards on the 15th day of January A. D. 1884 an Entry was made by the Clerk in the Journal of said Court which reads as follows to-wit: James J. Mc Neal Plaintiff

Entry

Entry

vs.
N. Y. P. & O. R. R. Co. Defendants

4141

This day by leave of Court permission was given to Plaintiff to file his reply herein, which is done accordingly

On the 15th day of January A. D. 1884, the following Reply was filed with the Clerk of said Court: - James J. Mc Neal Plaintiff

Reply

The State of Ohio, Hamilton County
Court of Common Pleas
Reply.

vs.
The New York, Pennsylvania and Ohio
Rail Road Company, Defendants

4141

And now comes the plaintiff and for a reply to the second defense in defendants answer says: that it is not true that he knew that the train from which he was ejected did not stop at Broadway by the rules of said Company, nor is it true that he knew that the ticket he held did not entitle him to ride upon the train from which he was ejected nor is it true that he knew the ticket could not be used on the said train, and he denies each and every allegation in the second defense.

J. J. Mc Neal

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W^h Seal this 15th day of January 1884.

Entry

James J. Gabriel Plaintiff
as
The New York, Pennsylvania and Ohio
Rail Road Company, Defendant

Journal Entry of January 27th 1884
Court of Common Pleas, Union County, Ohio.

4141

This day this cause came on to be heard before the motions of the plaintiff to make the following amendments to his petition, or file an amended petition with the following additional matter, " Said plaintiff further says that he had made arrangements to transport his grain on the following day, had engaged his thrasher and his hands, of all which he informed the said conductor before he was ejected from said train, and by reason of being ejected from said train as aforesaid he was prevented from getting home on the following morning and kept from working his grain as that and suffered great damage thereby" and was argued by counsel. On consideration whereof and the Court being fully advised in the premises over rules said motion to which notice of the Court said plaintiff at the time excepted.

On the 27th day of January A. D. 1884, an Entry was made by the Clerk in the Journal of said Court which reads as follows, to-wit:-

Entry

James J. Gabriel Plaintiff
as
N. Y. P. & O. R. R. Co. Defendants

Entry

4141

This day came the parties by their attorneys and this cause came on to be tried; and thereupon came a jury, to-wit:- J. J. Gabriel, J. H. P. Bowic, Arthur Gibson, Adoniam Phillips, F. A. Martin, Oliver Danner, Emmanuel Fox, D. D. Fisher, Henry Huber, H. O. Finner George Harrison and Watterman Hill, who being duly sworn and sworn to well and truly try the issue, joined between the parties in this cause, and a true verdict under according to the evidence, unless withdrawn by consent of parties, or discharged by the Court; and after hearing the testimony, arguments of counsel and charge of the Court; the said jurors, 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:

Verdict

Verdict
The State of Ohio, Union County, ss. January Term A. D. 1884.
To-wit: January 27th 1884
James J. Gabriel Plaintiff vs. The New York, Pennsylvania & Ohio R. R. Co. Defendants
The jury in this case, being duly sworn and sworn do find and say that we find for the plaintiff and award his damages at \$15.⁰⁰
Jas. J. Gabriel Foreman

Afterwards on the 1st day of February A. D. 1884, an Entry was made by the Clerk in the Journal of said Court which reads as follows:-

Entry

James J. Gabriel Plaintiff
as
The New York, Pennsylvania & Ohio
Rail Road Company, Defendant.

Entry

4141

This day this cause came on to be

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Petition

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Record on the motion of Plaintiff to set aside the verdict and for a new trial... Therefore it is considered, ordered and adjudged by the Court that the Plaintiff recover of the defendant the sum of \$15.00 the amount heretofore assessed against the defendant by the jury and that each party pay his own costs taxed to \$ and in default thereof execution is awarded.

Attest J. O. Bugner Clerk.
By A. R. Bugner Deputy

Petition
4238

Plas before His Honor John A. Price, Judge of a Court of Common Pleas begun and held at the Court House in the town of Mansville within and for the County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the tenth day of September in the year of our Lord One Thousand Eight Hundred and Eighty Three. Wherefore, to wit:-
On the 5th day of April A. D. 1883, the following Petition was filed with the Clerk of said Court:-
Mary E. Cantel and L. J. Cantel Plaintiffs
Against
Maggie W. Holycross and A. W. Holycross Defendants
In the Court of Common Pleas of Union County, Ohio
Petition

Plaintiffs say that on the 21st day of August A. D. 1882 the defendants made and delivered to the said plaintiff L. J. Cantel three certain promissory notes of that date and thereby promised to pay to said L. J. Cantel or order the following sums of money, and at the times following, to wit:- \$300.00 April 1st 1883, \$250.00 April 1st 1884 and \$250.00 April 1st 1885, with interest from date at the rate of 6 per cent per annum on all of said notes. Said notes were duly indorsed by said plaintiff and assigned and transferred by him to one John Cantel and the same were by said John Cantel assigned and transferred to the said plaintiff Mary E. Cantel for a full and fair and valuable consideration. Copies of which notes are herewith attached marked respectively Exhibits "A", "B" and "C." At the time of delivering said notes, to wit, on the 21st day of August A. D. 1882 and to secure the payment of the same, the defendants duly executed and delivered to the said Lewis Cantel (plaintiff) their mortgage deed and thereby conveyed to him the following premises, to wit:- Situate in the Village of Unionville, County of Union and State of Ohio and bounded and described as follows, to wit:- Being part of In Lot No. 3 in said village Beginning in the North margin of Main Street and at the South-west corner of said In Lot No. 3; thence with the West line of said lot N 15° E 60 feet to a stake, thence S 75° E 24 feet, more or less, so that a line from that point S 15° W will include the East wall of the brick building standing upon the part of said Lot No. 3 hereby conveyed, - The course and distance from said point being S 15° W 60 feet to the North margin of said Main Street thence N 75° W 24 feet, more or less to the beginning. The condition contained in said mortgage deed was in substance that if the said defendants should pay or cause to be paid unto the said Lewis Cantel, his heirs or assigns the said promissory notes hereinbefore mentioned, with the interest thereon, then said mortgage to be void. On the 23rd day of August A. D. 1882, at 5 o'clock P. M. said mortgage was duly left for record at the Recorder's Office of Union

County Ohio, and was duly recorded on the 25th day of August A.D. 1882, in Volume 18 page 462 of the Records of Mortgages of said Union County, Ohio. On the 31st day of March A.D. 1883, the said Lewis Kautel sold, assigned and transferred all his right, title and interest in and to said mortgage to the said John Kautel and on said 31st day of March A.D. 1883 the said John Kautel sold, assigned and transferred all his right, title and interest in and to said mortgage to the said plaintiff Mary C. Kautel. Both of said assignments were made for a full, fair and valuable consideration and are duly indorsed in writing on said mortgage. Said debt has become absolute. There is due and remaining unpaid upon said indebtedness the sum of Three Hundred Dollars with interest thereon at the rate of six per cent per annum from the 21st day of August A.D. 1882. Plaintiffs therefore pray that said mortgage may be foreclosed. Said premises ordered to be sold, and that said proceeds be applied in payment of the indebtedness herein set forth and for such other relief as is proper.

John M. Brudick Attorney for Plaintiff

The State of Ohio

Union County ss.

L. J. Kautel, one of the Plaintiffs being duly sworn makes oath that the facts stated in the foregoing petition are, in affidavit believe, true.

L. J. Kautel

Sworn to by said L. J. Kautel before me and signed by him in my presence this 5th day of April A.D. 1883.

J. Q. Burgess, Clerk.

Office of Notary

Exhibit "A" \$300.⁰⁰ Mayersville, Ohio, August 21st 1882
 " " April 1st A.D. 1883, after date I promise to pay to the order of Lewis Kautel, Three Hundred Dollars at 6% interest from date. Value Received " " " " Maggie M. Holycross " " " " A. M. Holycross " " " " Due Apr. 1st 1883. Indorsed: "L. J. Kautel"

Exhibit "B" \$250.⁰⁰ Mayersville, Ohio, August 21st 1882
 " " April 1st A.D. 1884, after date I promise to pay to the order of Lewis Kautel, Two Hundred and Fifty Dollars at 6% interest from date. Value Received. " " " " Maggie M. Holycross " " " " A. M. Holycross. Indorsed: "L. J. Kautel"

Exhibit "C" \$250.⁰⁰ Mayersville, Ohio, August 21st 1882
 " " April 1st A.D. 1885, after date I promise to pay to the order of Lewis Kautel, Two Hundred and Fifty Dollars at 6% interest from date. Value received. " " " " Maggie M. Holycross " " " " A. M. Holycross Indorsed "L. J. Kautel"

Principals Mary C. Kautel and L. J. Kautel, Plaintiffs vs. Court of Common Pleas Union Co. O. Maggie M. Holycross and A. M. Holycross, Defendants. Mayersville, Apr. 5th 1883
 To the Clerk of said Court
 Serve summonses to the within defendants to Sheriff of Union County, Ohio returnable according to law: Indorse, "Action to foreclose mortgage and equitable relief."

John M. Brudick, Attorney for Plaintiffs.

On the which read

Summons 4238 The State of Union Co. Ohio. The court have been Pleas of O. A. D. 1883, of said O. accordingly April 4.

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On the 5th day of April A. D. 1883, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons

Summons
4238
The State of Ohio
Union County, ss.

To the Sheriff of the County of Union, Indiana:-
We command you to notify Maggie M. Holycross and A. M. Holycross that they have been sued by Mary E. Kautel and D. J. Kautel in the Court of Common Pleas of Union County, and that unless they answer by the 5th day of May A. D. 1883, the petition of said Plaintiffs 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 April A. D. 1883.

Witness my hand and the seal of said Court, this 5th day of April A. D. 1883. J. R. Burgess, Clerk.

In actions to foreclose mortgage and equitable relief.
J. M. Brudick Plaintiffs Attorney

Writ returned and filed April 17th 1883. Indorsed as follows, to-wit:-

Sherriff's Return
The State of Ohio,
Union County, ss.

Received this Writ April 5th 1883, at 2 o'clock P. M., and pursuant to its command, on the 14th day of April A. D. 1883, 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.
Sheriff's Fees:- Service 45, Mileage 1.60, Costs 70, Total \$2.45.
John Habenschack Sheriff

Afterward on the 5th day of May A. D. 1883, an Answer was filed with the Clerk of said Court which reads as follows, to-wit:-

Answer
4238

Mary E. Kautel and D. J. Kautel, Plaintiffs }
vs. }
Maggie M. Holycross and A. M. Holycross, Defendants }
In the Court of Common Pleas
Union County, Ohio
Answer

The defendants above named now come and for answer to the petition in the above entitled case say: that they admit the execution of the note and mortgage described in the petition of the said plaintiffs. But these defendants say that the plaintiffs ought to have and maintain their action against these defendants because they deny that the pretended assignment alleged in the plaintiffs petition is true and bona fide but that the same is a sham and fraud upon the rights of these defendants. These defendants further answer say- that in the months of November and December A. D. 1883, that they had negotiated for the sale of the property so mortgaged by them as aforesaid and that the defendant D. J. Kautel who is the husband of Mary E. Kautel plaintiff herein- went to the persons with whom these persons were negotiating for the sale of said premises and by false and fraudulent misrepresentations prevented these defendants from making a sale of said premises- He, the said D. J. Kautel representing among other things that if they refrained from making said purchase he would foreclose the mortgage that he then held, and that in so doing was he in fact that then they could purchase said premises below its actual value, - also that there was a cloud upon the title these defendants held whereas in truth and fact these defendants had and still have good title to

said premises - and but for the false and fraudulent statement so made by D. J. Kautel they could have made a sale realizing to themselves the full value of said premises, that by reason of said defendants' said interference these defendants have been damaged in the sum of about Three Hundred Dollars - That said pretended assignment was made by the said D. J. Kautel to avoid the damage and injury as aforesaid and to avoid his liabilities otherwise incurred previous to the pretended assignment. That the said D. J. Kautel has no other property real or personal by which these defendants can be made whole reimbursed for the injury and damage aforesaid - That in truth and fact the note and mortgage were on premises are not the property of Mary E. Kautel but in truth and fact are the property of D. J. Kautel. These defendants therefore deny that they are indebted to the said Mary E. Kautel on the note and on basis.

D. W. Grew, Attorney for Defendants

The State of Ohio

Union County, ss. } A. M. Holycross one of the above named defendants being first duly sworn says the facts stated and allegations made in the foregoing answer are as he believes true

Sworn to before me and signed by the said A. M. Holycross in my presence this 5th day of May 1883.

J. D. Burgher, Clerk.

Whereas on the 5th day of May A. D. 1883, a Demurrer to Answer was filed with the Clerk of said Court, which reads as follows, to-wit:-

Mary E. Kautel and Lewis J. Kautel, Plaintiffs } In the Court of Common Pleas
vs. } Union County Ohio
Maggie M. Holycross and A. M. Holycross, Defendants } Demurrer to Answer of Defts.

And now come the said plaintiffs and demur to the Answer of the said defendants herein filed and for ground thereof say: That said Answer does not state facts sufficient to constitute a defense to this action

John W. Bendrick, Attorney for Plaintiffs

Afterward on the 25th day of September A. D. 1883, an Entry was made in the Journal of said Court which reads as follows, to-wit:-

Mary E. Kautel and Lewis J. Kautel, Plaintiffs } In the Court of Common Pleas
vs. } Union County Ohio
Maggie M. Holycross and A. M. Holycross, Defendants } Entry

This day three cases came on for hearing and the defendants refusing to file an amended answer or demurrer, hence the Court finds that the allegations of the petition are confessed by them to be true, and the Court finds that said defendants are indebted to said plaintiff Mary E. Kautel in the sum of Three Hundred and Eighteen and 42^{nds} Dollars, with six per cent interest thereon from the 10th day of September A. D. 1883. The Court further find that the said defendants Maggie M. Holycross and A. M. Holycross executed and delivered to the said plaintiff Lewis J. Kautel the mortgage and in said petition described and in the premises therein described; that said mortgage was duly recorded in Volume 18 page 462 of the records of Mortgages of Union County Ohio, and is the first and best lien on the premises described in the petition. The Court further find that said mortgage was duly assigned by said Lewis J. Kautel to said John Kautel and by

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Entry
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said John Knautel to said plaintiff Mary E. Knautel as in said petition set forth. The Court further find that the conditions of defeasance in said mortgage has been broken, and that the said plaintiff Mary E. Knautel is thereby entitled to have the defendants equity of redemption foreclosed. It is therefore considered and decreed that unless the said defendants shall within ten days from the entry of this decree pay or cause to be paid, to the Clerk of this Court the costs in this case, and to said plaintiff the said sum of Three Hundred and Eighteen and $\frac{45}{100}$ Dollars with six per cent interest thereon from the 10th day of September A. D. 1883, 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 said Union County, Ohio, directing him to sell said premises as upon execution, and bring the proceeds into Court for further order.

Principals
 Mary E. Knautel and J. J. Knautel, Plaintiffs
 vs.
 Maggie M. Holycross and A. M. Holycross, Defendants
 Court of Common Pleas
 Union County, Ohio
 Mansfield Oct. 13th 1883

4238
 In the Clerk of said Court:-
 I issue an Order of Sale in the above case to the Sheriff of Union County, Returnable according to law.

On the 12th day of October A. D. 1883, an Order of Sale was issued by the Clerk of said Court which reads as follows, to-wit:-
 Order of Sale.

Order of Sale
 4238
 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 Mansfield, in and for said County, on the 25th day of September A. D. 1883, in the cause of Mary E. Knautel et al. Plaintiffs, and Maggie M. Holycross et al. Defendants, it was ordered, adjudged and decreed as follows, to-wit:- That unless the said defendant shall within ten days pay to the Clerk of this Court the costs in this case, and to said plaintiff the said sum of \$318 $\frac{45}{100}$ with 6% int. from the 10th day of September A. D. 1883, an order of sale issue to the Sheriff of Union County, Ohio commanding him to appraise, advertise and sell according to law the following described real estate, to-wit:-
 Situate in the Village of Unionville, County of Union and State of Ohio and bounded and described as follows, to-wit:- Being part of in-lot No. 3 in said Village. Beginning in the North margin of Union Street and at the North West corner of said in-lot No. 3; thence with the west line of said lot N. 15^o E. 60 feet to a stake; thence S. 75^o E. 24 feet, more or less so that a line from that point S. 15^o W. will include the East wall of the brick building standing upon the part of said lot No. 3 hereby conveyed. The course and distance from said point being S. 15^o W. 60 feet to the North margin of said Union Street; Thence North 73^o W. 24 feet, more or less to the beginning. We therefore Command you, that you proceed to carry said order judgment and decree into execution agreeable to the tenor thereof, and that you expose to sale the above described Real Estate under the statute regulating Sales on Execution, and that you 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 Mansfield Ohio this 13th day of Oct. A.D. 1883.
J. D. Bingham, Clerk.

Shiffs Return

The State of Ohio }
Union County, ss. } Sheriff Return
In obedience to the command of the Order of Sale made and issued, I did, on the 13th day of October 1883, summon Charles M. Moore, John Quinlan and D. H. Converse, 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 13th day of October A.D. 1883, said Appraisers returned to me, under their hands and seals, and that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at \$1350⁰⁰. 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 16th day of October 1883, I caused to be advertised in the Mansfield Tribune (a newspaper published and printed and of general circulation in Union County,) said lands and tenements to be sold at public sale at the North door of the Court House of said county, on the 17th day of November A.D. 1883, 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 17th day of November A.D. 1883, 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 there came Mary E. Hantel who bid for the same the sum of Nine Hundred and one Dollar (\$901⁰⁰) and said sum being more than double of the appraised value thereof; and said Mary E. Hantel being the highest and best bidder thereof, I there and there publicly sold and struck off said lands and tenements to him for said sum of Nine Hundred and One Dollar.

Shiffs Fee: - Service 30, Levy 30, Summaring and Swearing Appraisers 1.20, Appraisers Fee 3.00, Summoning Appraisers 1.00, Writing Appraisal 30, Copy of Appraisal 30, Printing Fee 10.50, Notice to Parties 30, Writing Notice 30, Mileage 2.00, Total \$19.²⁰
John H. Bismarck, Sheriff

Afterward on the 27th day of Dec. A.D. 1883, the Proof of Publication was made filed with the Clerk of said Court, which reads as follows, to-wit: -

Proof of Publication

Shiff's Sale
Mary E. Hantel et al. Plaintiffs
vs.
Maggie M. Holycross et al. Defendants
Court of Common Pleas, Union County O.
On 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 north door of the Court House in Mansfield, Ohio, on Saturday, November 17th 1883, 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 Unionville, County of Union, State of Ohio and being known and described as follows to-wit: Being part of in lot No. 3, in said village, beginning in the north margin of Main Street and at the north west corner of said in lot No. 3; thence with the west line of said lot North 15°, east 60 feet to a stake; thence South 75 deg. East 24 feet more or less, so that line from that point south 15 degrees West will include the east wall of the brick building standing upon

4238

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Maggie M. Holycross

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Maggie M. Holycross
on their former proceedings had in it is once approved convey to the people of the state the office disinterested one Dollar pay 1st against the case 2nd The 3rd To the with in and 6% third of that the and 4th or entitled on the plaintiff Forty or much to the sum the balance put said

The part of said lot No. 2 hereby conveyed, the course and distance from said point being south 15° west 60 feet to the North margin of said main street thence north 75° west 24 feet, more or less to the beginning. Appraised at \$1,350 Terms of sale, cash. John H. Coburn Sheriff
 Oct. 17th 1883 J. M. Beedick Attorney

Afterward on the 11th day of January A.D. 1884, an Order was made by the Clerk in the Journal of said Court which reads as follows to wit:—
 Mary E. Cantel, et al. Plaintiffs

Order

vs.

Order

Maggie M. Holycross et al. Defendants

4238

On motion of the plaintiffs and on their producing the return of the Sheriff of the sale made under the former order of this Court; and the Court, on careful examination of the proceedings of 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, Mary E. Cantel by deed, according to law, the property so sold. It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof, in the office of the Recorder of this County. And the Court causing now to distribute the proceeds of said sale amounting to three hundred and one dollar, it is ordered that the Sheriff out of the money in his hands pay 1st To the Treasurer of this County the taxes, penalty and interest against said property, to-wit: the sum of Twenty-one and ²/₁₀₀ Dollars— the amount was paid by the plaintiff and receipted for to her.
 2nd The costs of this action, taxed at Thirty two and ⁹/₁₀₀ Dollars
 3rd To the plaintiff, Mary E. Cantel, the amount heretofore found due her with interest to-wit: the sum of Three hundred and twenty three and ⁶/₁₀₀ Dollars. 4th The Court further find that the second and third of said notes in the petition described are not yet due, and that there is owing thereon to said plaintiff the sum of Five hundred and Forty and ⁴/₁₀₀ Dollars, which the Court find the plaintiff is entitled to receive out of the proceeds of said sale by virtue of their lien on the property sold. It is therefore ordered that the Sheriff pay to the plaintiff Mary E. Cantel the said amount of Five hundred and Forty and ⁴/₁₀₀ Dollars so as aforesaid found owing thereon, or so much thereof as the remainder of said proceeds will pay, to-wit: the sum of Five hundred and Twenty Five and ²/₁₀₀ Dollars being the balance of said proceeds. And a writ of possession is awarded to put said purchaser in possession of said premises

Attest J. D. Burgener Clerk,
 By A. R. Burgener, Deputy

Plaid before His Honor John A. Peice, Judge of a Court of Common Pleas begun and held at the Court House in the town of Mayeville within and for the County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the fourteenth day of January in the year of our Lord One Thousand Eight Hundred and Eighty Four. Wherefore, to-wit:-
 On the 1st day of February A. D. 1883 the following Petition for Mandamus was filed with the Clerk of said Court, to-wit:-

Petition

The State of Ohio, on the relation of
 S. B. Robinson, Plaintiff
 vs.
 Nathan Howard, Minah Cahell and
 Embury Diggert, The Board of County
 Commissioners of Union County, Ohio, Defendants

The Court of Common Pleas
 Union County, Ohio
 Petition for Mandamus

4200

The relator says: The defendants constitute the Board of County Commissioners of Union County Ohio. That on or about the 5th day of October A. D. 1880, he entered into a written contract of that date with Frederick J. Sage who had been theretofore appointed engineer to superintend the performance and completion of the work hereinafter mentioned by the then commissioners of Union County Ohio, by the terms of which contract he was to execute and finish in a substantial and workmanlike manner to the satisfaction and acceptance of said Engineer, and of the Commissioners of Union County, Ohio, all that part of the work upon what was called the Robinson Road Improvement in Darby Township, Union County, Ohio - described as follows: Beginning at Station No. 10 + 30 near J. M. Anderson and K. M. Frank's line - thence to Station No. 142 + 43 - and also the Robinson Run Branch, in all about 19837 feet as described in said contract being about 3 ³/₄ miles - Said work was to be done in the manner described in the specifications, plat, profile and cross sections of said road, and made out by said Engineer and on file in the Auditor's Office of said County. It was further so agreed between the relator and said Engineer that said Engineer was to estimate and determine the amount or quantity of the several kinds of work done, as said work progressed, and that payments were to be made to the relator from time to time by the said Commissioners according to the estimates so made by said Engineer. For the executing and completing said work as afore said this relator was to receive \$820.⁰⁰ in cash for the Bridges and culverts, along the line of said road improvement and the sum of \$4220.⁰⁰ in the Bonds of Union County, Ohio at par for the grading and grading of said road improvement, as estimated as aforesaid as the work progressed which bonds were to bear 6% interest payable semi-annually as follows; 1/2 of the principal sum with its interest on the 1st day of March 1882, 1/2 of said principal sum with its interest on the 1st day of September 1882, and on like 1/2 of said principal sum with its interest on each 1st day of March and 1st day of September up to and including September 1st 1886, making in all ten payments - The relator says, that the then commissioners of Union County, Ohio, did on or about the 15th day of October 1880, approve of said contract by an endorsement shown in writing signed by a majority of them - All of which was in accordance with the law in such cases made and provided. The relator says he gave reasonable security

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for the proper performance of his contract, as required by law. That he prevented to procure the necessary material and to perform the work required of him by his contract, and that the then Commissioners of Union County Ohio paid him for all the Bridges and Culverts completed by him in said road improvement - That on and before the 20th day of May 1881, he had done a large amount of grading and graveling on said road improvement under his said contract, so made with the said Engineer, and in accordance therewith - That he had fully graded one mile of said road improvement and had gravelled one fourth of one mile of the same, and that an estimate was made by the Engineer of said improvement of the "Amount and quality" of the work so done as of that date, and the value thereof was fixed by said Engineer at \$722 ⁵⁰/₁₀₀ and said Engineer then gave the relator a certificate of which the following is a copy: -

May 20th 1881 "

" S. Bruce Robinson, Contractor is entitled to Seven "

" Hundred, Twenty-Two ⁵⁰/₁₀₀ Dollars, in the bonds of the Robinson "

" Road, Gravel Road as part of payment for the labor and "

" machinery furnished for making improvement on said Road "

Signed - F. J. Sage Eng. & Supt. "

The relator says at that date he was entitled to a bond or bonds of said County of Union, Ohio, for that amount under his said contract - That on or about the 6th day of May 1881, he presented said certificate to the Commissioners of Union County, Ohio at their office in the Court House at Marysville, Ohio, and demanded a bond of the County of Union Ohio payable to him in pursuance of said contract; but the Commissioners in violation of the contract so made then and their refusal and still refuse to issue and deliver to him a bond or bonds for the amount of \$722 ⁵⁰/₁₀₀ or for any part thereof so certified - That the sum of \$722 ⁵⁰/₁₀₀ is now due to the relator in the bonds of Union County, Ohio with interest on said sum from May 20th 1881. Wherefore, relator prays that a writ of mandamus issue commanding said Board of County Commissioners of Union County Ohio to issue a Bond payable to the relator for said sum of \$722 ⁵⁰/₁₀₀ and interest thereon from the 20th day of May A. D. 1881

D. W. Ayer, Attorney for Relator.

State of Ohio }
 Union County, ss. } S. B. Robinson being sworn, says he is the relator in the above case, that the facts stated and allegations in his foregoing petition are as he believes true.

S. Bruce Robinson

Sworn to before me and signed in my presence this 1st day of Feb. A. D. 1883

J. D. Burgess Clerk.

Attendance on the 2nd day of February A. D. 1883, an Entry was made by the Clerk in the Journal of said Court which reads as follows, to-wit: -

The State of Ohio upon the relation of

S. B. Robinson, Plaintiff.

Entry
4200

Entry

Justices Howard, Ulrich Walcott and Luther Higgitt
 The Board of County Commissioners of Union Co. Defendant, This day this cause came on to be heard in open Court upon the application of

the relator S. B. Robinson for a Writ of Mandamus to be issued by this Court to the defendants Nathan Howard, Pariah Cahill and Douthett Biggett the Board of County Commissioners of Union County Ohio, commanding them to issue and deliver to the relator S. B. Robinson the Bonds of Union County Ohio in the sum of \$722.⁵⁰ with interest thereon from the 1st day of May A. D. 1881. It is therefore ordered by the Court and it being during its January Term 1883 that an Alternative Writ of Mandamus issue to the said Nathan Howard, Pariah Cahill and Douthett Biggett, the Board of County Commissioners of Union County Ohio, commanding them to issue and deliver to the relator S. B. Robinson of the Bonds of Union County Ohio, the amount of \$722.⁵⁰ with interest thereon from the 1st day of May A. D. 1881 and are prayed for in the relators petitions - or show cause why they should not so issue to said relator of the Bonds of said County the said sum with the interest thereon - That the said writ is ordered to be made returnable on the 5th day of March A. D. 1883.

The State of Ohio vs. the relations of S. B. Robinson, Plaintiff

Court of Common Pleas Union County, Ohio.

Receipt

Nathan Howard Pariah Cahill and Douthett Biggett
The Board of County Commissioners of Union Co. O. Defendants

Maeysville Feb. 5th 1883

In the Clerk of said Court:-

4200

Issue a Writ of Mandamus, to the Sheriff of said County, for the defendants in in the above case. Returnable on the 5th day of March A. D. 1883.

D. W. Ayer, Attorney for Relator.

On the 6th day of February A. D. 1883, a Writ of Mandamus was issued by the Clerk of said Court which reads as follows, to-wit:-

Writ of Mandamus

The State of Ohio vs. Union County, ss

4200

To Nathan Howard, Pariah Cahill and Douthett Biggett, Board of Commissioners of said County and State, Greeting:-

Whereas it has been suggested to us by S. B. Robinson the relator in certain proceeding in mandamus in our said Court, Case numbered 4200, that on or about the 5th day of October A. D. 1880 he entered into a written contract of that date with Frederick J. Sayer, who had been theretofore appointed Engineer to Superintend the performance and completion of the work hereinafter mentioned, by the Commissioners of Union County Ohio by the terms of which contract he was to execute and finish in a substantial and workmanlike manner to the satisfaction and acceptance of said Engineer and of the Commissioners of Union County Ohio all that part of the work upon what was called the Robinson Road Improvement in Dobby Township, Union County Ohio, described as follows: Beginning at Station No. 10+30 near J. M. Anderson and L. M. Fairbanks line, thence to Station No 142+45 and also the Robinson Run Branch in all 19837 feet as described in said contract being about 3³/₄ miles. Said work was to be done in the manner described in the specifications, plat & profile and cross sections of said road made out by said Engineer and on file in the Auditors Office of said County. It was further agreed between the relator and said Engineer, that said Engineer was to estimate and determine the amount or quality of the several kinds of work done on said work proposed and that payments

now to be made according to the specifications for the work the same being and by the work follows: 1/10 of said work a like 1/10 and 1st day in all the County Ohio by an order which reads The Relator his conduct material to the above case include on the 20th day of March 1883 fully grade fourth of an engineer of ss done in engineer a certificate of " S. O. " Twenty " Invol " furnished " The Rel of said Co. That on a Commission Maeysville, able to find still refuse of \$722.⁵⁰ given and willing to do comm do more on County Ohio of May A. Howe in

work to be made to the relator from time to time by the said Commissioners according to the estimates so made by said engineer, for the executing and completing said work as aforesaid this relator was to receive \$500⁰⁰ in cash for the Bridges and culverts along the line of said road improvement and the sum of \$4220⁵⁰ in the Bonds of Union County Ohio, at par for the grading and graveling of said road improvement as estimated as aforesaid as the work progressed, which bonds were to bear 6% interest payable annually as follows: 1/3 of the principal sum with its interest on the 1st day of March 1882, 1/3 of said principal sum with its interest on the 1st day of September 1882 and a like 1/3 of said principal sum with its interest on each 1st day of March and 1st day of September up to and including September 1st 1886. making in all ten payments. The Relator says that the three Commissioners of Union County Ohio, did on or about the 15th day of October 1880, approve of said contract by an endorsement therein in writing signed by a majority of them, all of which were in accordance with law in such case made and provided.

The Relator says he gave reasonable security for the proper performance of his contract as required by law. That he proceeded to procure the necessary material and to perform the work required by him by his contract, and that the three Commissioners of Union County, Ohio, paid him for all the Bridges and culverts completed by him in said road improvement. That on and before the 20th day of May 1881, he had done a large amount of grading and graveling on the said road improvement under his said contract so made with the said engineer, and in accordance therewith, that he fully graded one side of said road improvement and had graded one fourth of one side of the same and that an estimate was made by the engineer of said improvement of the amount and quality of the work so done as of that date and the value thereof was fixed by said engineer at \$722⁵⁰ and said engineer then gave the Relator a certificate of which the following is a copy: - "May 20th 1881"

" S. Bruce Robinson contractor is entitled to Seven Hundred "

" Twenty Two and 5/100 Dollars in the bonds of the Robinson Road "

" Travel Road as part-payments for the labor and machinery "

" furnished for making improvements on said road. "

" Signed - F. J. Sager, Eng. & Supt.

The Relator says at that date he was entitled to a Bond or Bonds of said County of Union Ohio, for that amount under his said contract. That on or about the 6th day of May 1881, he presented said certificate to the Commissioners of Union County, Ohio at their Office in the Court House at Marysville, Ohio and demanded a Bond of the County of Union Ohio, payable to him in pursuance of said contract, but that you have refused and still refuse to issue and deliver to him a bond or bonds for the amount of \$722⁵⁰ or for any part thereof so certified to the great damage and prejudice of him the said S. B. Robinson. Now therefore, we being willing that full and speedy justice should be done in the premises do command you that immediately upon the receipt of this writ you do issue and deliver to the Relator S. B. Robinson of the Bonds of Union County Ohio the amount of \$722⁵⁰ with interest thereon from the 6th day of May A. D. 1881, or that you appear before our said Court, at the Court House in said County on the 6th day of March 1883 at two o'clock P. M.

and show cause why you have not done so; and have you then and there
his writ with your certificate of having done as you are hereby commanded.
Witness my hand the Seal of our said Court at Mansfield, Ohio this
5th day of February A. D. 1883.

Seal
of
Court

J. B. Bergner Clerk of the
Common Pleas Court of Union Co. Ohio
By W. W. Winget, Deputy.

Shiffs Writ

Writ returned and filed February 15th 1883, Indorsed as follows; to-wit:-
Received this writ on the 5th day of February 1883, while said commissioners
were in session I served the same by reciting this writ to said commissioners
they acknowledge service by my delivering a true copy of this writ with the
endorsements thereon to Nathan Howard one of the Commissioners and
Chairman of the Board of Commissioners, which I did on the 7th day of
February 1883 at 1 1/2 o'clock P. M.

Shiffs Fees:- Copy, 2.00; Service 60; Mileage 16. Total \$2.76

John H. Cobeneack, Sheriff

On the 10th day of February A. D. 1883 an Answer was filed with the Clerk
of said Court which reads as follows, to-wit:-

Answer

The State of Ohio vs the petition of S. B. Robinson Plff.

Against

Nathan Howard, Beniah Bahill and Parker Biggett
The Board of County Commissioners of Union Co. Ohio

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

4200

And now come the
defendants, and for answer to the Attorney's mandamus, say that plain-
tiff ought not to have his said writ of peremptory mandamus, because
they say that on the 27th day of January A. D. 1881, Williams W. Wolford, com-
menced an action in this Court against these defendants and said
plaintiff and others to enjoin all work and all proceedings on said road
improvement (in plaintiffs petition mentioned) as well as the issuing of any
warrants of said County in payment therefor - Said cause was numbered 3764
on the Records of this Court - That on the 5th day of February 1881 the
said plaintiff was duly served with summons by the Sheriff of said
County, that on the 28th day of February 1881 said plaintiff appeared and filed
his answer in said cause denying the right of said Wolford to have an
injunction issued therein. Said cause duly came on for hearing before said Court
and was heard therein on the 21st day of May A. D. 1881. That after hearing the
same said Court granted the prayer of said Wolford's petition and said plain-
tiff and these defendants were perpetually enjoined from taking any further steps
for the improvement of said road and these defendants were perpetually enjoined
from issuing any further warrants on said road. That said plaintiff and defend-
ants gave notice of their intention to appeal said cause to the District Court of
Union County, Ohio. That such steps were taken that on the 25th day of October 1881
a transcript of the proceedings of said Court of Common Pleas was filed in the
District Court of said County. That on the 15th day of March A. D. 1882, said cause
numbered on the Records of said District Court as No. 80 - came on for hearing
and upon such hearing said District Court found the allegations of said
Wolford's petition to be true; that these defendants had not jurisdiction over the
subject matter of said road improvement nor any power to order the improve-
ment and it was ordered and decreed by said District Court that these de-
fendants and this plaintiff be each and all perpetually enjoined from taking

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Reply

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any further steps in the matter of making and improving said roads. And these defendants and the Auditor of said County were forever enjoined from issuing the bonds of the County in payment of said improvements, or from assessing any of the real estate therein mentioned. Defendants therefore say that it is impossible for them to issue said Bonds as prayed for in said plaintiffs petition. That all the power they are vested with to issue Bonds for the payment of said plaintiffs claim is derived from the power of said defendants to assess the real estate within the territory of said improvement for the payment thereof and that by reason of said injunction as above set forth their said power of assessing said real estate has been forever enjoined. That said plaintiff was a party to said action above mentioned and had full notice thereof and that whatever steps he may have taken in the grading and graveling of said road improvement were with full knowledge of the pendency and and nature of said petition so filed in said court. The defendants having herein fully answered ask that they may go hence and for all proper relief in the premises

John M. Brodick Atty. for Defendants

The State of Ohio }
 County of Marion, ss. } Nathan Howard being sworn makes oath that he is one of the defendants herein and that the facts stated in the foregoing answer are as aforesaid believes true,
 Sworn to by said Nathan Howard before me and signed by him in my presence this 10th day of February A. D. 1883
 Nathan Howard.
 J. Q. Brugner, Clerk.

Afterwards on the 4th day of February A. D. 1884, a Reply was filed with the Clerk of said Court which reads as follows, to wit:-

The State of Ohio on the relation of }
 S. B. Robinson, Plaintiff }
 vs. }
 Nathan Howard, et al. Defendants }
 In the Court of Common Pleas }
 Marion County, Ohio. }
 Reply
 The Plaintiff now comes and for Reply to the Answer of the defendants in the above entitled case says: He admits the proceedings had in the action named in the answer of the said defendants and as stated therein - But the plaintiff says that in law and fact the subject matter of said action was between the said Wolford and others and the then County Commissioners and that this plaintiff was only made a party thereto because he was performing a contract with said County Commissioners - That said District Court is not a Court of final resort in the State of Ohio and therefore did not adjudicate the rights of said County Commissioners in the gravel Road Improvement named in said Answer - That said County Commissioners in fact were the parties in interest to said action and abandoned the prosecution of said action wrongfully before the same reached a Court of final resort and therefore can not avail the said defendant any thing in the above entitled case - This defendant for further Reply says that immediately after the commencement of the action named in the Answer of the said defendants being then engaged in the performance of his said contract with the said County Commissioners, he would have abandoned his said contract and availed the adjudication and final decision of the said Wolford case against the said County Commissioners, But the

Reply

4200

said Board of County Commissioners desired and solicited this plaintiff to continue in the performance of his said contract with them, and assured and promised this plaintiff that they the said Board of County Commissioners would assume and bear all the responsibilities as to the results of said Wolfords action; and promised that if this plaintiff would perform the contract on his part as to said Inland Road Improvement, that they would perform the said contract on their part, that he would not have contended in the performance of said contract, but upon the commencement of said Wolfords action would have availed the termination of the same, but for the assurance and promise of the Board of County Commissioners that they would in any and all events perform the said contract on their part. The plaintiff says he continued in the performance of his said contract until requested by the said commissioners to discontinue the same. Wherefore plaintiff asks the prayer of his petition to be granted by this Court.

D. W. Ayne Attorney for Plaintiff

The State of Ohio }
 Union County ss. } S. B. Robinson being first duly sworn says the facts stated and allegations made in the foregoing Reply are as he believes true

S. B. Robinson

Sworn to before me and signed in my presence this day of February A.D. 1884

J. L. Burgeon, Clerk

On the 4th day of February A.D. 1884, a Demurrer was filed with the Clerk of said Court which reads as follows, to-wit:-

Demurrer

The State of Ohio on relation of S. B. Robinson Plff.
 Against
 Commissioners of Union County O. Defendants

Demurrer

4200

And now come the said defendants by their attorney and demur to the reply of said Plaintiff herein filed say: That facts sufficient to constitute a defense to the defendants answer herein filed are not therein stated

John W. Burdick's Attorney for Defendants

Entry

On the 4th day of February A.D. 1884, an Entry was made on the journal by the Clerk of said Court which reads as follows, to-wit:-

The State of Ohio on relation of S. B. Robinson Plaintiff
 vs.
 Nathan Howard, Frank Cahill and Luther Biggett,
 The Board of County Commissioners of Union Co. O. Defendants

Entry

4200

This day this cause came on to be heard upon the demurrer to the reply of plaintiff herein filed and the same was argued by counsel and submitted to the Court, On consideration whereof said Court do sustain said demurrer and dismiss plaintiffs petition herein. It is therefore considered and adjudged by the Court that said plaintiffs petition herein filed be dismissed and that said defendants recover of said plaintiff their costs herein taxed to \$
 In all of which rulings of said Court the said plaintiff by his attorney excepts.

Attest J. L. Burgeon Clerk
 By A. R. Burgeon Deputy

Petition

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Place before His Honor John A. Price, Judge of a Court of Common Pleas before and held at the Court House in the town of Mansfield within and for the County of Wayne of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 14th day of January in the year of our Lord One Thousand Eight Hundred and Eighty Four. Wherefore, to-wit: On the 12th day of March A.D. 1883, the following Petitions were filed with the Clerk of said Court, viz:-

Petition
4220
Spencer W. Hammond, Plaintiff
Against
Vashti M. Hammond, Defendant
Court of Common Pleas, Wayne County, Ohio
Petition.

The plaintiff says that he has been a resident of the State of Ohio for more than one year last past, and is now a bona fide resident of said County of Wayne. That on or about the 21st day of September A.D. 1866, in the County of Berkshire, State of Massachusetts he was married to the defendant, and has ever since conducted himself toward the said defendant as a dutiful and faithful husband.

I. That the defendant, Vashti M. Hammond, 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, and without any provocation on his part.

II. The defendant has also been guilty of gross neglect of duty toward the plaintiff in this to-wit: - That she has for more than three years last past wholly failed and refused to live with plaintiff as a wife. She has wholly refused during said time, to perform any household duties for him, or to care for or to visit him in any way or to perform toward plaintiff any of the duties of a wife. Plaintiff and defendant have, at the issue of said marriage, three children, namely, Grace O. aged fifteen years, Ralph S. aged thirteen years and Oliver D. aged nine years.

The plaintiff therefore prays that he may be divorced from the said defendant Vashti M. Hammond, that the marriage relation existing between them, may be annulled and set aside, and that he may have such other and further relief as in equity he is entitled to.

Porter & Porter Attorneys for Plaintiff.

Spencer W. Hammond being duly sworn makes oath that the facts stated in the foregoing petition are true as he verily believes
Spencer W. Hammond

Sworn to by Spencer W. Hammond, before me and signed by him in my presence this 12th day of March A.D. 1883.
J. D. Bouquie Clerk.

To the Clerk:-
I have a summons in the above case, and which, together with a copy of this petition you will forward to the defendant Vashti M. Hammond, at No. 33 East Concord Street, Boston, Massachusetts
Porter & Porter Atty for Plaintiff

Afterwards on the 25th day of April A.D. 1883, a Proof of Publication was filed with the Clerk of said Court which reads as follows, to-wit: -

Proof of Publication
4220
Divorce Notice
Vashti M. Hammond of the city of Boston of the State of Massachusetts, is hereby notified that Spencer W. Hammond did, on the 12th day of March A.D.

A. D. 1883, file his petition in the office of the Clerk of the Court of Common Pleas within and for the County of Union and State of Ohio, charging the said Washie M. Hammond with willful absence from the said Spencer W. Hammond for more than three years last past and also charging her with gross neglect of duty toward him and asking that he may be divorced from the said Washie M. Hammond, which petition will stand for hearing at the next term of said Court. March 14th 1883.

Porter & Porter 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 six consecutive weeks in the "Waynesville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with March 14th 1883.

W. O. Spencer.

Sworn to and subscribed before me, this 23rd day of April 1883.

J. Q. Buechner, Clerk.

Afterwards on the 18th day of January A. D. 1884, an Entry was made by the Clerk in the Journal of said Court which reads as follows, to-wit:-

Spencer W. Hammond, Plaintiff

Entry

Against

Entry.

Washie M. Hammond, Defendant

4220

This day came said Spencer W. Hammond by Porter & Porter his attorneys, and thereupon this cause came on for hearing upon the petition and testimony and was argued by counsel. On consideration whereof the Court do find that due notice of the filing and pendency of this petition was given to the said defendant Washie M. Hammond according to law. And the Court do further find that said defendant has been willfully absent from the said plaintiff for 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 Spencer W. Hammond and Washie M. Hammond, be, and the same is hereby set aside and wholly annulled and the said parties wholly released from the obligations of the same. It is further considered that the plaintiff pay the costs of this suit herein taxed to A.

Attest J. Q. Buechner, Clerk.

By A. R. Buechner, Deputy

Please before His Honor John A. Price, Judge of a Court of Common Pleas begun and held at the Court House in the town of Waynesville within and for the County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the fourteenth day of January in the year of our Lord One Thousand Eight Hundred and Eighty Four. Wherefore, to-wit:- On the 10th day of December A. D. 1883, the following Petition was filed with the Clerk of said Court; viz:-

Delphine Prime, Plaintiff

Petition

vs.

George F. Prime, Defendant

To the Court of Common Pleas, Union County Ohio

4389

Plaintiff has been a resident of the State of Ohio for more than the year last past and has a bona-fide residence in the County of Union. On or about the 14th day of October A. D. 1880 in Dubuque T. P., Iowa

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Affidavit

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4389

County Ohio, she was married to the defendant. The following children were born of such marriage, Robert F. who was two years old in May 1883, Louis who was 16 months old December 8, 1883. The defendant for more than one year last past has failed and willfully neglected to provide the plaintiff or her said children with the common necessaries of life, so that plaintiff has been compelled to live upon the charity of friends and her own exertions, because of his idleness, profligacy and dissipation. Wherefore plaintiff prays that she may be divorced from the defendant and may be restored to her maiden name, and that she may be decreed to have reasonable alimony, the custody of said children, and such other relief as is proper.

On the 10th day of December A.D. 1883, an Affidavit was filed with the Clerk of said Court which reads as follows, to-wit:-
Delphine Ginn, Plaintiff

Affidavit

vs.
George F. Ginn, Defendant.

Court of Common Pleas, Union County Ohio
Affidavit

4389

Delphine F. Ginn, Plaintiff, being first duly sworn says that the residence of the said defendant George F. Ginn is to her unknown, and that service of summons can not be made upon him, that this is an action for divorce, that she makes this affidavit for the purpose of obtaining service by publication, that the facts stated in this affidavit and in her petition are verily true as she believes

Sworn to and subscribed before me this 10th day of December A.D. 1883.
A. H. Brightler, Notary Public

Afterwards on the 20th day of February A. D. 1884, a Proof of Publication was filed with the Clerk of said Court which reads as follows to-wit:-

Proof of Publication

Divorce Notice
George F. Ginn, whose place of residence is unknown, will take notice that on the 10th day of December 1883, Delphine Ginn filed her petition in the Court of Common Pleas of Union County, Ohio, being cause 4389 praying for a divorce from said George F. Ginn on the ground of gross neglect of duty, and for alimony to be charged on defendant's real and personal estate, and that said cause will be for hearing on and after the 25th day of January, A. D. 1884
F. V. Ankner Attorney for Plaintiff

4389

The undersigned being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the "Waynesville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with December 12th 1884
W. O. Shuman

Sworn to and subscribed before me, this 20th day of February, 1884.
J. D. Reingarten, Clerk

On the 28th day of January A. D. 1884, an Entry was made in the Journal by the Clerk of said Court, which reads as follows, to-wit:-

Entry

vs.
George F. Ginn, Defendant

James E. Cretey

4389

This day cause the said plaintiff Delphine Ginn

by F. N. Arthur her Attorney and then for this cause cause me for securing upon the Petition and testimony, and now argued by counsel, on consideration whereof, the Court did 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 guilty of gross neglect of duty as charged in her said petition. It is therefore adjudged and decreed that the marriage relation heretofore existing between the said parties, Delphine Ann and George F. Ann be and the same is hereby set aside and wholly annulled and the said parties wholly released from the obligations of the same and it is further ordered that the said plaintiff be decreed the custody of her said children, and that the defendant have the privilege of visiting said children at all proper times, and that the defendant pay the costs of this suit taxed to #

Attest J. P. Bingham Clerk
By A. R. Bingham, Deputy

Plaus before His Honor John A. Price, 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 Summit of the Third and division of the Tenth Judicial District of the State of Ohio on the fourteenth day of January in the year of our Lord One Thousand Eight Hundred and Eighty Four. Therefore to-wit: -

On the 26th day of December A. D. 1883, the following Petition was filed with the Clerk of said Court to-wit: -

John Powers Plaintiff

Court of Common Pleas, Summit County Ohio
Petition

as
S. H. Rosette & Co. Defendants

Petition

4405

Plaintiff complains of the said defendants for this and says that he has no knowledge as to who the said company above named is, but describes it as he finds it described in the following manner of indebtedness, a copy of which is herein given. Plaintiff says that on the 18th day of January A. D. 1883 the said Defendant S. H. Rosette made out and delivered to the plaintiff for a full and valid consideration the following Bank Check to-wit: -

" Mansfield O. Jan. 18th 1883 "
" Three days of date The Peoples Bank pay to John Powers or Bearer "
" One Hundred, Ninety Five \$700 Dollars "
" \$ 195⁰⁰ / 100 Signed S. H. Rosette & Co. "

Plaintiff further says that at the time of the making out and delivering of said check by said defendant Rosette, he said Rosette represented to the plaintiff that he had the money in the said Peoples Bank and that the same would be paid upon presentation by the plaintiff. Plaintiff says that at the time said check became due he presented the same to said Peoples Bank and that said Bank refused to pay the same claiming that said S. H. Rosette & Co. had no money in the said Bank, and said Bank entirely refused to honor said check all of which the plaintiff notified the defendant S. H. Rosette of, but the said Rosette and Company have neglected and refused to pay the same or provide with said Peoples Bank for its payment, and the same remains unpaid. Plaintiff therefore prays judgment against said S. H. Rosette & Co for the sum of One Hundred and Ninety Five and 700 Dollars with interest from the 21st day of Jan. A. D. 1883, and for all proper advs. T. B. Penlon Atty for Plff

State of Ohio
Summit County
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State of Ohio
 Union County, ss. John Parre being duly sworn says the facts and allega-
 tions of the foregoing petition are as he believes true.
 Sworn to and subscribed by the said John Parre before me this 26th day of
 December A.D. 1883.
 John Parre Plaintiff
 J. D. Buegner, Clerk.

Principals vs. Court of Common Pleas, Union County Ohio
 S. H. Rosette et al Defendants. Mansville, December 26th 1883

In the Clerk of said Court:-
 Issue summonses in the above case to S. H. Rosette & Co. Indorsed, money only
 Amount claimed \$195⁰⁰ and interest, returnable according to law
 T. B. Benton, Atty for Plaintiff.

On the 26th day of December A.D. 1883, a summons was issued by the
 Clerk of said Court which reads as follows, to-wit:-

Summons
 4405 The State of Ohio }
 Union County, ss. } In the Sheriff of the County of Union Presenting:-
 We command you to notify S. H. Rosette & Co. that they have been
 sued by John Parre in the Court of Common Pleas of Union County
 and that unless they answer by the 26th day of January A.D. 1884, the
 petition of said John Parre 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
 Jan. A.D. 1884. Witness my hand and the seal of said Court, this 26th day
 of December A.D. 1883.
 J. D. Buegner, Clerk.

In action for money only, Amount claimed \$195⁰⁰ and int from Jan. 15th
 1883. T. B. Benton Plaintiff Atty.

Writ returned and filed January 7th 1883, indorsed as follows, viz:-

Sherriff's Return
 The State of Ohio }
 Union County, ss. } Received this Writ Dec. 26th A.D. 1883, at ten o'clock P.
 M., and pursuant to its command, on the 7th day of January A.D. 1884, I
 served the same by leaving a certified copy thereof with the endorsements thereon
 at the usual place of residence of the within defendant.
 Service 30, Mileage 20, Copy 20, Total \$1.40
 John Holmback Sheriff.

Afterwards on the 21st day of February A.D. 1884, an Entry was made
 by the Clerk in the journal of said Court which reads as follows, to-wit:-

Entry
 John Parre, Plaintiff
 vs
 S. H. Rosette & Co. Defendants.
 Entry

4406 And now this cause coming on for hearing
 upon the pleadings and evidence, and the defendants being in default for
 answers or answers and the Court being fully advised in the premises find
 that the defendants are indebted to the plaintiff in the sum of \$207⁰⁰
 It is therefore considered by the Court that the said plaintiff recover from
 the said defendants the said sum of \$207⁰⁰ and his costs herein
 expended taxed at #

Attest J. D. Buegner Clerk,
 By A. R. Buegner, Deputy

Now 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 Third Subdivision of the Sixth Judicial District of the
State of Ohio on the fourteenth day of January in the year of our Lord One
Thousand Eight Hundred and Eighty Three. Wherefore to-wit:-
On the 15th day of December A.D. 1883, the following Petition was filed with
the Clerk of said Court, to-wit:-

James B. Norris, Administrator of the Estate of
Louis Joliff, deceased, Plaintiff.

vs.
Morris W. Hill, J. D. Hosler, A. J. Blake and
S. M. Blake, Defendants

Court of Common Pleas
Union County Ohio
Petition

Petition

4395

Plaintiff says, on or about
the day of A.D. 1882 he was duly appointed and qualified and letters
were granted to him as administrator of the Estate of Louis Joliff deceased
by the Probate Court of Union County Ohio. That on the 26th day of June 1882
the defendants Morris W. Hill, J. D. Hosler, A. J. Blake and S. M. Blake then
co-partners doing business under the firm name and style of Hill, Hosler
and Company, executed and delivered their promissory note to the said
Louis Joliff then in full life and of which said note the following is a
copy. " \$300⁰⁰ Richmond June 26th 1882 "

" On the 26th day of June 1883, for or on behalf of us promise to pay"
" Louis Joliff or bearer Three Hundred Dollars, value received, with eight"
" per cent interest to be paid annually, Union Co. payable at Richmond "
" Hill, Hosler & Co. "

There has been no payment made on said note, There is due and
remaining unpaid upon said note from the said defendants to the
Plaintiff as said Administrator of the said Louis Joliff deceased the sum
of Three Hundred Dollars which the plaintiff claims with interest at eight per
cent per annum from June 26th 1882 payable annually and for which plaintiff
asks judgment.

Robinson & Piper Attorneys for Plaintiff.

State of Ohio

Union County } L. Piper being duly sworn according to law says he
is one of the Attorneys of the said James B. Norris duly authorized in the
premises that the above pleading of James B. Norris is founded upon a
written instrument for the payment of money and now in the posses-
sion of this affiant and that the facts stated and allegations in the foregoing
pleading of James B. Norris are, as affiant believes, true

L. Piper

Sworn to before me by L. Piper and by him subscribed in my presence this
15th day of December A.D. 1883.

J. Q. Bingham, Clerk.

As Clerk:-

Issue Summons upon the petition in the foregoing case di-
rected to Sheriff of Union County Ohio for Morris W. Hill, J. D. Hosler, A. J. Blake
and S. M. Blake returnable according to law. Amount claimed
\$300⁰⁰ with interest from June 26th 1882 at eight per cent per annum
payable annually

Robinson & Piper Attorneys Plaintiffs

Summons
4395

On the 15th
County Clerk
The State of
Union Co.
We con
S. M. Blake
estate of L.
Norris, ad-
the petiti-
said Court
accordingly
December 15th

Sheriff
Return

In action
Writ-rel
The State
Union Co.
P. W. and
A. D. 1883,
defendants
Sheriff W.

Entry

4395

on the 15th
James B.
of Louis
M. W. Hill
and S. M.
judgment

On the 15th day of December A.D. 1883, a summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons
4395
The State of Ohio }
Union County, ss }
To the Sheriff of the County of Union, Kentucky:-
We command you to notify W. W. Hill and J. D. Hosler, A. J. Blake and S. M. Blake that they have been sued by James B. Morris, Administrator of estate of Lewis Joliff Deceased, in the Court of Common Pleas of Union County, and that unless they answer by the 12th day of Jan. A.D. 1884 the petition of said Plaintiff 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 December A.D. 1883. Witness my hand and the seal of said Court this 15th day of December A.D. 1883.

J. Q. Bingham, Clerk.

An action for amount claimed \$300⁰⁰ with 8% interest from June 26th 1882

Robinson & Piper Plaintiff Attorneys

Writ returned and filed December 24th 1883. Endorsed as follows:-

Sheriff's Return
The State of Ohio }
Union County, ss }
Received this Writ-Dec. 15th A.D. 1883, at 3 o'clock P.M. and pursuant to its command on the 19th day of December A.D. 1883, I served the same by delivering to each of the within named defendants a true copy of this writ with endorsement thereon.
Sheriff's Fee Service 75, Mileage 3.20, Exp. 80, Total \$ 4.75

John Kobensack Sheriff of Union Co. O.

Entered on the 14th day of January A.D. 1884, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry
James B. Morris, Administrator of Estate of Lewis Joliff deceased, Plaintiff
vs.
W. W. Hill, J. D. Hosler, A. J. Blake and S. M. Blake, Defendants

Entry

4395
This day came the plaintiff but the defendants came not and were default. Thereupon the cause was submitted to the Court by Plaintiff and the Court find that there is due plaintiff from said defendants on the note mentioned in the petition the sum of Three Hundred and Thirty Seven Dollars and Twenty Cents. And therefore it is considered and adjudged by the Court that the plaintiff recover of said defendants said sum of Three Hundred and Thirty Seven and ²⁰/₁₀₀ Dollars and his costs taxed to \$. And the judgment bear interest at 8 per cent till paid.

Attest J. Q. Bingham Clerk.
By A. R. Bingham Deputy.

Then before His Honor John A. Rice, 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 of the Third Subdivision of the Ninth Judicial District of the State of Ohio on the tenth day of September in the year of our Lord One thousand Eight hundred and Eighty Three. Wherefore to-wit: On the 19th day of September A.D. 1883 the following Transcript and Petition were filed with the Clerk of said Court, viz: -

State of Ohio
Union County ss. Mayor's Court of Richmond.
Village of Richmond
Against
John Orr
Before S. W. Van Winkle, Mayor of said Village of Richmond, O.

Transcript
4344

Complaint made this 11th day of Sept. A.D. 1883 by J. J. Wardenuff Marshal of said village that on or about the 8th day of September A.D. 1883 at the village and County aforesaid one John Orr there and there being was keeping an ale, beer and porter house and place of habitual resort for tippling and intemperance contrary to the form of the ordinance of said village in such case made and provided. Complaint filed. Process issued and returned to J. J. Wardenuff Marshal of said village who made return as follows to-wit: September 11th 1883, I have the body of the within named John Orr now in Bond: J. J. Wardenuff Marshal - Defendant arraigned on said day and pleaded not guilty to the same. Case was continued to September 12th 1883 at 7 o'clock A.M. and defendant released on his recognizance in the sum of Fifty Dollars for his appearance at that time before me the said Mayor to abide the judgment of the Court and not depart without leave. Subpoena issued for the following witnesses, to-wit: - O. Ormy, Ed. Tinspack, Ed. Robinson, John Finley, Henry Voorhees, Mrs. Smith, Frank Hess, David E. Taylor and A. Travis. Return of Subpoena made as follows, to-wit: - Sept. 12th 1883, I have served this writ on O. Ormy, Ed. Tinspack, Ed. Robinson, John Finley, Henry Voorhees, Mrs. Smith, Frank Hess, David E. Taylor and A. Travis personally.

J. J. Wardenuff, Marshal
Trial held on the 12th day of September 1883, parties being present and defendant in writing receiving trial by jury and submitting to be tried by me. Witnesses sworn and examined on behalf of the village, to-wit: - David E. Taylor, Frank Hess, J. E. Robinson, O. H. Voorhees and A. Travis. The following Bill of Exceptions were made by defendant and filed.

Village of Richmond
Against
John Orr
Before S. W. Van Winkle, Mayor of the Incorporated Village of Richmond Union County, Ohio.

Be it remembered that on the trial and hearing of said action and prosecution before S. W. Van Winkle, Mayor of the Incorporated Village of Richmond, Union County Ohio at his office in said Village of Richmond on the 12th day of September 1883. The said village to maintain its action and proceeding gave in evidence to and before said Mayor by the testimony of certain witnesses as follows, to-wit: - The said village to maintain its case on its part introduced the following ordinance which went into effect on the 27th day of August A.D. 1883, to-wit: - An ordinance to prohibit ale, beer, and porter house and place of habitual resort for tippling and intemperance. Section 1. Be it ordained by the Council of the Village of Richmond Union County, Ohio, that it shall be unlawful for any person or persons to

Place begun
and for the County
the State of Ohio
hundred Eight
September A.D. 1883
said Court, viz:-

Village of Richmond O.

A.D. 1883 by J.J.
of September
and these being
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of said village
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admitted as fol-
to account John Orr
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racks, Ed Polins or
id O. Taylor and
Sept. 13th 1883, A
John Finley, Henry
is personally
H. Marshall
resort and defend-
to be tried by me.
to wit:- David E.
The following

Incorporated Village of
Ohio.

and bearing of
of the same fam-
said Village of
to incorporate it
Mayor by the
to incorporate the
not its effect on
prohibit sale, beer,
ing and inter-
Village of Richmond
own or persons to

keep or cause to be kept in Ale, beer or porter house or place of habitual resort for tipping
and intemperance. Section 2^d. That any person or persons found guilty of viola-
ing any of the provisions of the foregoing sections of this ordinance shall be fined
not less than the sum of Fifty Dollars or imprisoned not exceeding twenty days
or both, at the discretion of the Mayor of said Village and not exceeding One
hundred Dollars or imprisoned not exceeding thirty days or both, at the
discretion of said Mayor for any repetition of said offence of which he or she
may have been found guilty under this ordinance. Section 3^d. This ordi-
nance shall take effect and be in force from and in ten days after its
legal publication. Passed Aug. 7th 1883. J. W. Van Winkle Mayor
A. J. Thomson Clerk.

I, A. J. Thomson, Clerk of the Village of Richmond do certify the foregoing to be a
true copy of the ordinance as passed at an adjourned session of the Council
Aug. 7th 1883, and that the same was published in the Richmond Gazette a
paper of general circulation Aug. 16th 1883.

A. J. Thomson, Clerk.

The said Village to incorporate the same, on its part first called as a witness
David E. Taylor who testifies as follows, to-wit: I live in Richmond, Ohio for
seven or eight months. Am acquainted with John Orr, have been for the
past two years. He is engaged in the saloon business one door north of
Commercial House, Richmond Ohio. I have been in his place of business since
the 27th day of August 1883, three or four times. I don't remember how many
persons were there. I can't say that he sold drinks excepting one drink; that
was a glass of beer. One has for sale beer, wine and I believe he has whiskey
tobacco and cigars. The beer was drawn from a faucet. I don't remember
of seeing John Orr making any other sales since August 27th 1883. Don't
remember of seeing any one else present. The prosecution being through with
the examination of the witness, the defendant by his counsel moved the Court
to rule out said testimony because, first, said evidence does not tend to
prove and sustain the charges made against the defendant, and second
because it tends only to prove individual sales of liquor which violate
the Court over ruled, to which ruling and decision of the Court the defendant
by his counsel then and there and at the time excepted. The said Village in
order to further incorporate the same on its part called as a witness Frank
Howe who testified as follows:- I live one mile east of Richmond and have known
John Orr for three years. He is engaged in the saloon business one door north
of Commercial House. I have been in his place of business three or four times
since Aug. 27th 1883. I suppose drinks have been sold there. I know it. Have drunk
there myself. I called for beer and got something I called beer. Have in
all drunk there about one dozen times. Drank three or four times in one day
May be have drunk what I call straight. Straight is what I call straight
whiskey. Drank it there or four times in one day. I have seen there to five
persons in there at one time, about two or three drinking at one time besides
myself. I suppose he has cigars for sale besides what I have told. Can not
tell whether beer came out of keg, but it came out of faucet. I was there about
as 7 o'clock P.M. Could not say how many times have been in Orr after
candle light, perhaps three or four times. Was not there Monday 10th inst.
was on Saturday 8th inst. Probably two persons were present besides myself.
The prosecution being through with the examination of the witness

The prosecution being through with the examination of the witness

the defendant by his counsel moved the Court to rule out said testimony because
 said evidence does not tend to prove or sustain the charge made against
 the defendant and would because it tends only to prove individual sale of
 liquors, which motion the Court overruled to which ruling and decision of
 the Court the defendant by his counsel then and there and at the time excepted.
 The said village to further maintain the issue on its part called as witness
 J. E. Robinson who testified as follows: I reside in Richmond during the past
 seven years. Have known John Orr three years. He is engaged in the saloon
 business one door north of Commercial House Richmond. I have been in
 his place of business once or twice in one day since Aug. 27th 1883. I think
 I have seen him sell people beer and whiskey. Think he has cigars and tobacco
 Have drunk beer there frequently since Aug. 27th 1883. Have not averaged
 two glasses of beer per day since Aug. 27th 1883. Have seen three or four persons
 in there at one time. Take a drink and go about my business. Don't notice others.
 Think I got keg of beer. Have drunk two or three glasses of beer in one day
 drunk beer always. I drink no whiskey. We all have drunk probably once
 or twice. The prosecution being through with the examination of the witness
 the defendant by his counsel moved the Court to rule out said testimony because
 it did not tend to sustain the charge against the defendant, and because it
 tended to prove only individual sales made by defendant, which motion the
 Court overruled to which ruling and decision of the Court the defendant
 then and there and at the time excepted. The village to further maintain the
 issue on its part called as a witness O. H. Dorr here, who testified as follows:
 Have lived in Richmond two and one half years. Am acquainted with John
 Orr. He is in the saloon business in Richmond. Have been in his saloon
 seven or eight perhaps ten times since the 27th of August 1883. Have seen
 drinks sold, called beer. Have seen four or five in at one time - again
 only myself. Have seen four or five drinking beer at one time. Can't remember
 that I have been in Orr's more than once in one day - I suppose it was keg
 beer. Have drunk bottled beer there - J. E. Robinson and myself have drunk
 together twice since Aug. 27th 1883. Beer and cigars are all I ever bought there.
 After the last witness had fully testified the defendant moved the Court to rule
 out his testimony because said testimony did not sustain the charge against
 the defendant and because it only tended to prove individual sale of liquors
 made by defendant which motion the Court overruled, to which ruling the
 defendant then and there and at the time excepted. The village to further maintain
 the issue on its part called as a witness A. Travis who testified as follows: - Reside
 in Richmond. Am a drayman - Am acquainted with John Orr - On motion
 by prosecution. You may state whether or not at any time since Aug. 27th 1883
 you have hauled from the depot to the place of John Orr any beer in kegs or
 any other shape. The question is objected to by the defendant and the defendant
 asks the Court to rule it out as incompetent, irrelevant and not tending to prove
 any issue in the case, which motion and objection the Court overruled to which
 ruling of the Court the defendant then and there and at that time excepted.
 The answer to said question is as follows. I have. Have hauled since
 that time two kegs I think - Have hauled away a few empty kegs -
 about nine. The last witness having fully testified the defendant asks the Court
 to rule it out because it is incompetent and does not tend to prove any
 issue in the case, which motion the Court overruled and

 Bond
 4344

admitted said testimony, to which nothing of the Court the defendant then and there and at the time excepted. Now the Village ruled its case. By agreement of both sides it is admitted and found as a fact that defendant has duly paid his assessment of two hundred dollars June 17th 1883 under the Bill known as the Scott Law. The foregoing testimony including said agreement of attorneys relative to defendant's paying his assessment of two hundred dollars under the Scott Law includes and contains all the testimony introduced by the Village to maintain the issue on its part and no further or other testimony than that above shown was offered or introduced by the Village to maintain the issue on its part and no further or other testimony than that above set forth was introduced by either party than that above set forth on the trial and hearing of said cause and thereupon the defendant moved the Court to discharge and dismiss the defendant from said cause and charge which motion the Court pursued and thereupon the Court proceeded to assess and did assess against said defendant because of said charge a fine in the sum of fifty dollars and the costs of prosecution and further order the Defendant to stand committed until said fine and costs are fully paid. To all of which ruling decisions and judgment of the Court the defendant then and there and at the time excepted and prayed said Mayor to set his hand and seal to this the defendant's bill of exceptions which is according and at the time of said trial done as pursued for.

admitted said testimony, to which nothing of the Court the defendant then and there and at the time excepted. Now the Village ruled its case. By agreement of both sides it is admitted and found as a fact that defendant has duly paid his assessment of two hundred dollars June 17th 1883 under the Bill known as the Scott Law. The foregoing testimony including said agreement of attorneys relative to defendant's paying his assessment of two hundred dollars under the Scott Law includes and contains all the testimony introduced by the Village to maintain the issue on its part and no further or other testimony than that above shown was offered or introduced by the Village to maintain the issue on its part and no further or other testimony than that above set forth was introduced by either party than that above set forth on the trial and hearing of said cause and thereupon the defendant moved the Court to discharge and dismiss the defendant from said cause and charge which motion the Court pursued and thereupon the Court proceeded to assess and did assess against said defendant because of said charge a fine in the sum of fifty dollars and the costs of prosecution and further order the Defendant to stand committed until said fine and costs are fully paid. To all of which ruling decisions and judgment of the Court the defendant then and there and at the time excepted and prayed said Mayor to set his hand and seal to this the defendant's bill of exceptions which is according and at the time of said trial done as pursued for.

S. W. Van Winkle, Mayor Seal

I do find the defendant guilty as above charged, therefore it is on said day by and said Mayor adjudged and ordered that the said defendant pay a fine of fifty dollars and the costs of prosecution to wit taxed at two dollars and fifty cents and to stand committed until said fine and costs are paid or secured to be paid.

Mayor's fees: - Complaint .40, Warrant .40, Docket Entry 4.50, Subpoena & process 1.50, Continuance 20, Rec. for trial 40, 5 witness sworn 25, Judgment 40, Signing & Seal 10, Paper filed 25, Satisfaction 20, Transcript 4.50, Certificate 25. — \$12.50 —

Warranted Fees: - Service of warrant .40, Mileage 1m 20, Mileage 5m 40, 1 Subpoena 9, per. 1.05, Attending trial 1.00. — \$3.05 —

Witness Fees: David E. Taylor .50, Frank Hess .50, J. E. Robinson .50, O. H. Warner .50, A. Francis .50. — \$2.50 — Total Cost \$18.05

Costs of Transcript paid by defendant, The State of Ohio Union County 53. S. W. Van Winkle, Mayor

Village of Richmond } 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 Village, in the above action.

S. W. Van Winkle Mayor of and for said Village of Richmond

On the 19th day of September A. D. 1883, a Bond in Error was filed with the Clerk of said Court which reads as follows, to-wit: - Whereas, John Orr has instituted proceedings in the Court of Common Pleas in and for the County of Union, and State of Ohio, to reverse a judgment and fine assessed by S. W. Van Winkle as Mayor of the Village of Richmond in said County of Union on the 12th day of

Bond 4344

September 1883, for the violating of an ordinance to prohibit ale, beer and porter houses and places of habitual resort for tipping and intemperance in the sum of Fifty Dollars and Ten and ^{5/100} Dollars costs of suit in a prosecution in favor of said village of Richmond and against the said John Orr. Now therefore we John Orr and Peter Sells do bind ourselves to the said Village of Richmond in the sum of One Hundred and Fifty Dollars, that if the said judgment be affirmed in whole or in part, we will pay to the said Village of Richmond the whole or the part of the said judgment affirmed and the costs in the said Cause near Court, together with the amount of any judgment that may be rendered against the said John Orr, on further trial of the case after the question of error shall have been determined. This 17th day of September 1883.

Attest { John Orr ^{John Orr}
Peter Sells ^{Peter Sells}

Society approved this 17th day of September 1883.

J. P. Bunker, Clerk.

On the 17th day of September A. D. 1883, the following Petition in Error was filed with the Clerk of said Court, to-wit:-

Petition
4344
John Orr Plaintiff in Error
Against
The Village of Richmond Defendant in Error
Court of Common Pleas, Union County Ohio
Petition in Error.

The said John Orr, plaintiff in error complains of the said defendant in error for that the said defendant in error on the 12th day of September A. D. 1883, before S. W. Van Winkle as mayor of the Village of Richmond in said County of Union, rendered a judgment and fine by the consideration of said Mayor against the said plaintiff in error in a certain action and prosecution then pending before said Mayor wherein the said Village of Richmond was plaintiff and the said John Orr was defendant. A copy and transcript of the judgment, fine and proceedings are hereto attached and made a part hereof. The said John Orr avers that there is error in said record and proceedings, to-wit:

- I. The said Mayor erred on the trial and hearing of said cause in admitting the evidence offered by said village.
- II. The Mayor erred in overruling the motions of the defendant to rule out the testimony of each several witnesses who testified on behalf of said village.
- III. The Mayor erred in overruling the motion of the defendant, to discharge and dismiss the defendant from said case after the village had introduced all its testimony and rested its case.
- IV. The Mayor erred in assessing a fine and costs, and in ordering the defendant to stand committed until said fine and costs were fully paid.
- V. The findings and judgment of the Court were against the evidence and against the law of the case.
- VI. The Mayor erred in rendering judgment for said village when by the law of the land the judgment should have been for the defendant.

The said John Orr therefore prays that said judgment and fine be reversed set aside and held for naught, and that said John Orr be restored to all things he has lost by reason thereof.

Porter & Porter Attorneys
for Plaintiff in Error

I hereby waive the issuing and service of summonses in error against said Village of Richmond, and enter its appearance herein. Dated this 22nd day of September 1883
The Village of Richmond by Powell & Fulton its Attorneys.

After the June
John
Entry
Village
4344
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 against said
 of September 1883
 ab Attorneys.

Entry
 4344

Minutes on the 3rd day of October A.D. 1883, an Entry was made by the Clerk in
 the Journal of said Court which reads, as follows, to-wit:-
 John Orr Plaintiff in Error
 Against
 Village of Richmond Defendant in Error
 Entry

This day this cause came on to be heard
 on to be heard on the Petition in Error of the said John Orr to reverse the judgment
 of the Mayor of the said Village of Richmond, the transcript and bill of exceptions
 and was argued by counsel. On consideration whereof and the Court
 being fully advised in the premises finds that there is no error in the judg-
 ment of the said Mayor and affirms the judgment of the said Mayor at the
 costs of the plaintiff in Error John Orr which he is ordered to pay in ten days
 and in default of such payment of costs in this Court execution is awarded.
 In all of which rulings, judgments, orders and decisions of the Court the
 Plaintiff in Error then and there and at the time excepted. And therefore
 the Court fix the amount of the supersedeas Bond to be executed by the Plaintiff
 in Error at \$150.⁰⁰

C. C. Record Attest J. P. Bugner Clerk.
 Vol. 1 Page 30 By A. R. Bugner, Deputy.

Transcript
 4345

Plead 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 Third Subdivision of the Tenth Judicial District of the State of Ohio on the
 ninth day of September in the year of our Lord One Thousand Eight Hundred
 and Eighty Three Wherefore to-wit:- On the 19th day of September A.D. 1883, the
 following Transcripts were filed with the Clerk of said Court, viz:-
 State of Ohio, Union County ss.
 Village of Richmond
 Village of Richmond, Plaintiff
 Against
 David W. Taylor, Defendant
 Mayors Court.
 Before J. W. Van Winkle, Mayor of said Village of
 Richmond Ohio.
 Complaint made this 3rd day of Sept. A.D. 1883
 by J. J. Woodruff Marshal of said Village that on or about the 30th and 31st days
 of August A.D. 1883, at the village and County aforesaid David W. Taylor then
 and there being was keeping an ale, beer and porter house and a place of
 habitual resort for tipping and intemperance contrary to the form of the
 ordinance of said village in such case made and provided. Complaint filed
 Warrant issued and delivered to J. J. Woodruff Marshal of said Village who
 made return as follows, to-wit:- Sept. 3rd 1883, I have the within named
 David W. Taylor now in Court - J. J. Woodruff, Marshal, Defendant recognized
 on said day and pled not guilty to the same. Case was continued to
 September 3rd 1883 at 2 o'clock P. M. and defendant released on his own
 recognizance in the sum of Fifty Dollars for his appearance at that time
 before me the said Mayor to abide the judgment of the Court and not
 depart without leave. Subpoena issued for the following witnesses, to-wit:-
 Elmer Randall, A. Gardner, Geo. Gunn, David E. Taylor and Town
 Mr. Greay and John Healey. Release of Subpoena made as follows, to-wit:-
 I have served the within writ on Elmer Randall, Geo. Gunn, David E. Taylor
 and John Healey personally.
 J. J. Woodruff, Marshal.

Trial had on the 3rd day of September 1883, parties being present and defend-
 ant in writing wanting trial by jury and submitting to be tried by one,
 witnesses sworn and examined on behalf of the village to-wit: - Elmer Randall
 Geo. Gumm, David E. Taylor, J. J. Finley and J. J. Woodruff. The following
 bill of exceptions made by defendant and filed: -

The Village of Richwood Plaintiff
 Against
 David Taylor Defendant

Before S. W. Van Winkle Mayor of the Village of
 Richwood, Union County, Ohio.

Be it remembered that on the trial of
 this action and prosecution before the undersigned S. W. Van Winkle, as
 Mayor of the Incorporated Village of Richwood in the County of Union and State
 of Ohio, at his office therein on the 3rd day of September A. D. 1883, the said
 Incorporated Village of Richwood to maintain its action and prosecution gave in evi-
 dence to said Mayor, and examined before said Mayor the following witnesses to-wit
 The said village to maintain the issue on its part introduced the following ordi-
 nance which went into effect on the 27th day of August A. D. 1883. To-wit: - An
 ordinance to prohibit ale, beer and porter houses and places of habitual resort
 for tipping and intemperance. Section 1st Be it ordained by the council of the
 Village of Richwood Union County, Ohio, that it shall be unlawful for any person
 or persons to keep or cause to be kept within the limits of the corporation of said village
 any ale, beer or porter house or place of habitual resort for tipping and intemperance
 Section 2nd. That any person or persons found guilty of violating any of the provisions
 of the foregoing sections of this ordinance shall be fined not less than the sum of fifty
 Dollars or imprisoned not exceeding twenty days, or both at the discretion of the
 Mayor of said Village and not exceeding six hundred dollars or imprisoned
 not exceeding thirty days, or both, at the discretion of said Mayor for any rep-
 etition of said offence of which he or she may have been found guilty under
 this ordinance. Section 3rd. This ordinance shall take effect and be in force
 from and ten days after its legal publication. S. W. Van Winkle, Mayor
 Passed August 7th 1883. A. J. Thomas Clerk.

A. J. Thomas, Clerk of the Village of Richwood do certify the following to be a
 true copy of the ordinance as passed at an adjourned session of the Council,
 August 7th 1883, and that the same was published in Richwood Gazette, a
 paper of general circulation. August 16th 1883.

A. J. Thomas, Clerk.

The Village of Richwood to maintain the issue on its part introduced the
 testimony of David Taylor who testified as follows: - Reside in Richwood, A
 have resided here seven or eight years. Know defendant David Taylor, A
 have known him two years. His place of business is two doors north of the Com-
 mercial House, I have been in Mr Taylor's place of business during the last
 week four or five times, don't remember exactly. He is engaged in the saloon
 business. I don't remember that I saw or sawer drink there during the last week.
 I think there were one there during the last week since the ordinance went
 into effect, don't remember certainly, I have not seen person drinking there
 besides myself that I remember of. The village of Richwood by Mr. Milton its
 attorney asked the witness the following question. How frequently during the
 last week have you purchased intoxicating liquors in the saloon of the de-
 fendant David Taylor? To this question the counsel for the defendant ob-
 jected because it tended to prove individual sales made by the defendant.

rest and defend-
ed, tried by me,
wit: Elmer Randall
The following

Mayor of the Village of
County Ohio.

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3. To wit: An
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David Taylor? no charge of individual sales being made against the
defendant in the affidavit which objects the Mayor knowing the case
overruled, to which ruling of the Mayor the defendant there and there and
at the time excepted - The witness then answered said questions as follows:
I believe that I drank there twice but I don't know whether it was intoxica-
ting or not. It is pretty hard for me to tell what kind of liquor it was because
it was mixed. My call was for some good liquor and wine. He set it out
on the counter and I poured it out and waited on myself and drank it. It
was not ale, beer or porter or cider and I don't know that it was native wine.
It was a place where spirituous as well as mixed and various liquors are sold
in a retail way. It was a clean nice place - I don't know that I have seen
persons drink beer, ale or porter since the ordinance went into effect - I
don't remember of seeing any person drinking any kind of liquor at that
place, within the last week. The village to further maintain the issue
on its part called as witness George R. Linn, who testified as follows:-
I have and do live in Richmond, I have known Mr Taylor ever since he has
been in the place - He is engaged in the saloon business two doors north
of Commercial House, I can positively say that since the ordinance went
into effect I don't know of any individual being in there except myself -
The ordinance I refer to is the ordinance under which this charge was made -
I have been in there since during the past week - while I was in there I sold
drinks if any necessary persons were right - I don't know whether I got a
glass of beer or a glass of sarsaparilla. To this testimony of the witness
in regard to getting a glass of beer or a glass of sarsaparilla the Council
for the defendant objected and asked the Mayor to rule it out because it
tended to prove individual sales which motions the Court overruled to
which ruling the defendant there and there and at the time excepted.
The village to further maintain the issue on its part called as a witness
J. V. Finley who testified as follows:- I have resided in Richmond ten years
I have known defendant ten or fourteen years - He has been in the saloon
business since the ordinance went into effect. I know persons have been
there within the last week - I don't know that I could give a name as
to the number of persons there during the week. I might have passed
through nearly every day - I could not remember of any person being
there except last Saturday - I can positively say that I don't remember
of any body being in there during the week except Saturday - I acted
last Saturday as a Clerk - During that day there was 20 or 30 persons in
some persons might have been in a couple of times, don't remember what
the receipts were. I sold drinks, cybers, sarsaparilla and pop. I sold on
Saturday beer to the extent of 25 or 30 glasses. I don't remember whether it
was that quantity or more. I recollect of selling pop, gin and whiskey. I
don't recollect of selling any kind of wine. It is almost impossible for
me to state how many times any one person was in. Don't recollect of
any one person being in four or five times during the day. I stayed there
until 8 minutes before nine I think. Not many were in during the
evening. Squads went through and up into the billiard hall - The
greatest number I can remember of drinking at one time, was six
some would drink pop, - two drunk pop - two beer and one whiskey
It is a place, I suppose, where persons go to get drinks, I know just what

have come to before. The counsel for the defendant moved the Court to rule out the testimony of J. J. Windley as only tending to prove individual sales made by the defendant which motion the Court over-ruled; to which ruling of the Mayor the defendant by his counsel then and there and at the time excepted. The Village of Richmond further to maintain the issue on its part introduced as a witness Ebenezer Randall who testified as follows: Lives in Richmond. Knows defendant eight or nine years. He is engaged in the saloon business I suppose. Since the ordinance went into effect I have been in his place of business five or six times. Have seen parties in there but not drinking - Not once there at any one time were three. Did not see any persons drinking in his place of business during the last week. How frequently, if at all, did you drink at Mrs. Taylor's place of business since the ordinance went into effect? This question is objected to by counsel for the defendant as tending to prove individual sales by the defendant, which objection is over-ruled by the Mayor and the defendant then and there and at the time excepted. The witness then proceeded to answer the question as follows: Not over three times. On any one day I did not drink more than once, I drank beer each time. I was there last Saturday and drank once, could not say whether it was in the afternoon or forenoon. Drank with myself. Don't recollect any of the other persons that were there. I was not in there on Friday. I suppose he keeps a place open where persons go who want to get drinks. The Village to further maintain the issue on its part called as a witness J. J. Woodruff who testified as follows: Lives in Richmond. I am the marshal, have known David Taylor for eight or nine years. I know his place of business. It is a Saloon. Within the last week persons have gone in there but I did not pay much attention to it except last Friday and Saturday. I could see persons go in there last Saturday afternoon every ten or fifteen minutes, sometimes in crowds and sometimes only one at a time. I think it is a place where persons resort to get their drinks. I noticed persons going in and out during the week but did not pay much attention to it. I was in there at one time when there were twelve persons in there. Some sitting and talking others drinking. It has been kept open all week for the purpose for which it is kept. Cross-examined by defendant. I filed the affidavit against the defendant that was made in this case. I saw four drinking at one time, two at another, perhaps fifteen altogether during the week. They all drank beer I think. There is a billiard hall above. There is an inside and an outside stairway to it. The inside one is inside the saloon. Here the Village of Richmond stated its case and there being no further testimony offered in the case by either party the defendant by his counsel moved the Court to discharge the accused on the ground that the affidavit is not sustained by the proof, which motion the Mayor over-ruled, to which over-ruling of said motion and decision of the Mayor the defendant then and there and at the time excepted. By argument of counsel on both sides it is admitted and found as a fact that defendant has duly paid his assessment of two hundred dollars June 19th 1883, under the bill known as the Scott Law. The foregoing testimony including said agreement of attorneys relative to defendant paying his assessment of two hundred dollars under the Scott Law includes and contains all the testimony introduced by the Village of Richmond on the trial of said cause and said Village introduced no further testimony in the

Bond
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trial of said cause before said mayor and no further or other testimony was introduced by either party on the trial of said cause, and the above shows fully and correctly all the decisions and rulings of said mayor during the trial of said cause, and that upon said mayor refused, as aforesaid upon the motion of defendant to discharge him but proceeded on the testimony above set forth to assess and did assess against the defendant the fine of Fifty Dollars, and ordered said defendant to stand committed until the fine and cost are fully paid, to which decision and judgment of said mayor the defendant then and there, and at the time excepted, and prays said mayor to set his hands and seal to this the defendants Bill of Exceptions, all of which is at the time and during the trial of said cause accordingly done as prayed for.

S. W. Van Winkle Mayor

I do find the defendant guilty as above charged and do sentence him to pay a fine of fifty dollars and the cost herein taxed at eleven dollars and eighty cents and to stand committed until said fine and costs are paid in full or secured to be paid.

- Mayor's Fee:- Complaint 40, Warrant 40; Docket-Entry 4.50; Subpoena 50, Continuance 20; 1 Recy for bid 40; Witness-5 sum 25; Judgment 40, Signing & Seal 10; Papers filed 25; Transcript 4.50; Certificate 25; Execution & filing 45; - \$12.75
 - Marshal's Fees:- Service of Warrant 40; Mileage 1 m. 20; 1 Subpoena 4 per 55; Mileage 3 m. 25; Attending trial 1.00; - \$2.75
 - Witness' Fees:- David E. Taylor 50, Geo. Jones 50, Elmer Randall 50; J. J. Winkley 50 - \$2.00
- Total Costs \$19.50

Cost of transcript paid by defendant.

State of Ohio Union Co. ss. Village of Richwood

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 village in the above action.

S. W. Van Winkle, Mayor of the aforesaid village

On the 17th day of September A. D. 1883, a Bond was filed with the Clerk of said Court which reads as follows, to-wit:-

Bond
4345

Whereas David W. Taylor has instituted proceedings in the Court of Common Pleas in and for the County of Union and State of Ohio, to secure a judgment and fine rendered by S. W. Van Winkle, Mayor of the Village of Richwood in said County of Union on the 3rd day of September 1883, for the violation of an ordinance to prohibit ale, beer and porter houses and places of habitual resort for tippling and intemperance in the sum of Fifty Dollars and Eleven Dollars costs of said in a prosecution in favor of said Village of Richwood and against the said David W. Taylor. Now therefore we David W. Taylor and Peter Sells do bind ourselves to the said Village of Richwood in the sum of One Hundred and Fifty Dollars that if the said judgment and fine be affirmed in whole or in part, we will pay to the said Village of Richwood the whole or the part of the said judgment, affirmed, and the costs in the said Common Pleas Court, together with the amount of any judgment that may be rendered against the said David W. Taylor on the further trial of the case after the operation of error shall have been determined. This 19th day of September 1883.

David W. Taylor

Attest Peter Sells

Solely approved this 19th day of September 1883. J. P. Burgher, Clerk.

On the 17th day of September A. D. 1883, the following Petition in Error was filed with the Clerk of said Court, viz: -

Petition

David W. Taylor Plaintiff in Error
Against
The Village of Richmond Defendant in Error

Court of Common Pleas, Union County, Ohio
Petition in Error.

4345

The said David W. Taylor plaintiff in error complains of the said defendant in error for that the said defendant in error on the 3rd day of September A. D. 1883 before S. W. Van Mickle as mayor of the village of Richmond in said County of Union rendered a judgment and fine by the consideration of said mayor against the said plaintiff in error in a certain action and process then then pending before said mayor wherein the said Village of Richmond was plaintiff and the said David W. Taylor was defendant. A copy and transcript of the record of the judgment fine and proceedings are hereto attached and made a part hereof. The said David W. Taylor avers that there is error in said proceedings to-wit: -

Transcript

4357

- I. The said Mayor erred on the trial and hearing of said cause in admitting the evidence offered by said village.
- II. The Mayor erred in overruling the motion of the defendant to rule out the testimony of each several witness who testified on behalf of said village.
- III. The Mayor erred in overruling the motion of the defendant to discharge and dismiss the defendant from said case after the village had introduced all its testimony and rested its case.
- IV. The Mayor erred in assessing a fine and costs and in ordering the defendant to stand committed until said fine and costs were fully paid.
- V. The finding and judgment of the Court were against the evidence and against the law of the case.
- VI. The Mayor erred in rendering judgment for said village when by the law of the land the judgment should have been for the defendant.

The said David W. Taylor therefore prays that said judgment and fine be reversed, set aside and held for naught and that said David W. Taylor be restored to all things he has lost by reason thereof.

Partee v. Partee Attorney for Plaintiff in Error.

I hereby waive the issuing and service of summonses in error against said village of Richmond and enter its appearance here. Dated this 22nd day of September 1883. The Village of Richmond by Powell and Fulton its Attorneys.

Afterwards on the 3rd day of October A. D. 1883, an entry was made in the journal of said Court which reads as follows, to-wit: -

Entry

David W. Taylor, Plaintiff in Error
Against
Village of Richmond, Ohio, Defendant in Error

Entry

4345

This day this cause came on to be heard on the petition in Error of the said David W. Taylor to reverse the judgment of the Mayor of the said Village of Richmond, the transcript and the bill of Exceptions and was argued by counsel. On consideration whereof and the Court being fully advised in the premises found there is error in the judgment of the said Mayor, and affirms the judgment of the said Mayor at the cost of the plaintiff in Error, David W. Taylor, which he is ordered to pay in ten days and in default of such payment of costs in this Court, execution is awarded. To all which rulings judgments and decisions of the Court the plaintiff in Error then and there and at the time excepted. And therefore the Court fix the amount of the supersedeas Bond to be executed by the plaintiff in Error at \$150.⁰⁰

Attest J. P. Burgess Clerk By A. R. Burgess Deputy

Error was filed
Union County, Ohio
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Taylor plaintiff in
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argued Deputy

Place before His Honor John A Price Judge of a Court of Common Pleas begun and
held at the Court House in the town of Mayersville within and for the County of Union
of the Third Subdivision of the Middle Judicial District of the State of Ohio on the 22nd
day of September in the year of our Lord One Thousand Eight Hundred and Eighty
Three. Wherefore to-wit: - On the 22nd day of September A. D. 1883, the following
Transcript was filed with the Clerk of said Court; to-wit: -
The State of Ohio, Union County, ss, The Village of Richwood in Mayers Court
The Village of Richwood
Against
Peter Sells
Before S. W. Van Winkle, Mayor of said Village of Richwood

Transcript
4357

Complaint made this 11th day of Sept. A. D. 1883 by J. J. Wood-
ruff, Marshal of said Village that on or about the 8th day of September 1883 at
the Village and County aforesaid, one Peter Sells then and there being was keep-
ing an ale, beer and porter house and a place of habitual resort for tip-
pling and intemperance, contrary to the form of the ordinance of said
Village in such case made and provided. Complaint filed and returned
return and delivered it to J. J. Woodruff Marshal of said Village who made
return as follows: - Sept. 11th 1883, I have the body of the within named Peter Sells
now in Court J. J. Woodruff, Marshal. - Defendant arraigned on said day
and plead not guilty to the same, Case was continued to Sept. 12th 1883 at 3
o'clock P. M. and defendant appeared on his own recognizance in the sum
of Fifty Dollars for his appearance, at that time, before me the said Mayor
to abide the judgment of the Court, and not depart without leave. Subpoena
issued for the following witnesses, to-wit: - Henry Age, Marion Flickinger,
Chadley Rosette, Ross Scott, Hubbard Chavous, A. J. Johnson, Herman Schultz,
Thos. Pegg and A. Francis. Return of Subpoena made as follows: - Sept. 12th
1883. I have served the within writ on Henry Age, Marion Flickinger, Ross
Scott, Herman Schultz, Hubbard Chavous, A. J. Johnson, Thos. Pegg and A.
Francis personally. - J. J. Woodruff Marshal.
Trial had on the 12th day of September 1883, parties being present and defendant
in writing waiving trial by jury and submitting to be tried by me. Witnesses
sworn and examined on behalf of the village to-wit: - Henry Age, Marion
Flickinger, Hubbard Chavous, A. J. Johnson, Herman Schultz and A. Francis
The following bill of exceptions were made by the defendant and filed.
Village of Richwood
Against
Peter Sells
Before S. W. Van Winkle, Mayor of the Incorporated Village of
Richwood Union County, Ohio.

Be it remembered that on the trial and hearing of said
action and prosecution before S. W. Van Winkle, Mayor of the Incorporated
Village of Richwood Union County Ohio, at his Office in said Village of Richwood
on the 12th day of Sept-1883, The said Village to maintain its action and
prosecution gave in evidence to and before said Mayor by the testimony of
certain witnesses as follows, to-wit: - The said Village to maintain the
same on its part introduced the following ordinance which went into
effect on the 27th day of August A. D. 1883. To-wit: An ordinance to
prohibit ale, beer and porter houses and place of habitual resort for tippling
and intemperance. Section 1. Be it ordained by the Council of the Village
of Richwood, Union County, Ohio, that it shall be unlawful for any person or
person to keep or cause to be kept within the limits of the corporation of

said Village any ale beer or spiced honey or place of habitual resort for tippling and intemperance. Section 2^d That any person or persons found guilty of violating any of the provisions of the foregoing sections of this ordinance shall be fined not less than the sum of Fifty Dollars or imprisoned not exceeding twenty days or both, at the discretion of the Mayor of said Village, and not exceeding One Hundred Dollars or imprisoned not exceeding thirty days or both, at the discretion of said Mayor for any repetition of an offence of which he or she may have been found guilty under this ordinance.

Section 3^d. This ordinance shall take effect and be in force from and ten days after its legal publication.

J. W. Van Winkle, Mayor.

A. J. Thomas, Clerk.

Passed August 7th 1883.

I, A. J. Thomas, Clerk of the Village of Richmond do certify the foregoing to be a true copy of the ordinance as passed at an adjourned session of the Council August 7th 1883, and that the same was published in the Richmond Gazette a paper of general circulation, August 16th 1883.

A. J. Thomas, Clerk.

The said Village to maintain the issue on its part, first called as a witness Henry Hays who testified as follows: I reside in Richmond and am acquainted with Mr. Sells, have been acquainted with him during the past three years he is a farmer and owns a saloon in Richmond, Mr. Sells does not live in Richmond. I am drinking in Sells Saloon but not for Mr. Sells. Mr. Sells is owner. Am drinking for Mr. Hughes. Have checked these off and on during the past three weeks. We have had on sale beer, wine and liquors, white whiskey and gin - no ale - both bottle and keg beer, out side of drinks, cigars and tobacco We keep Dove cypers. Can not give estimate amount of beer since Aug. 27th 1883 some days two kegs, some days one keg, some days not so much. Some days four or five persons are in, some days eight or ten, day. Could not tell how many were in last Saturday. Don't keep set. of receipts. Some days I sell to one person once, sometimes twice; perhaps have sold more than three times to one person but am not positive. Open at 6 A. M. until 9 P. M. generally. Suppose I sold one keg of beer last Saturday - About 100 glasses of beer in a keg when fresh - 70 when a little old. Sold no wine on Saturday 8th Sold one or two drinks of whiskey on Saturday 8th. I sold 1/2 pt. gin carried away in bottle. It has been very quiet this week. I was not there all day Monday - Sold keg of beer Saturday, some of this beer was carried out by the quart and gallon, could not tell how much, several measures full - two or three quarts. Could not tell number of people at any one time on Saturday. We sold 75 ct worth of beer at one time, and only one glass to each person and sell at 5 ct per glass. Have not sold to any intoxicated person or minor since Aug. 27th 1883. The witness having fully testified, the defendant moved the Court to show and his testimony because it tended to prove no more in the case which motion the Court overruled to which ruling of the Court the defendant did then and there and at the time excepted. The Village to further maintain the issue of its actions on its part called as a witness H. H. Wharone who testified as follows: I reside in Richmond. Mr. Sells Saloon is in Richmond. Have been in since Aug. 27th 1883, Could not tell how often but have been frequently. I have bought drinks there and even others bought. Have seen beer and liquors; called it whiskey I suppose - Have been in once in a day sometimes twice in one day. Seen very few in. I have not

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...see any one intoxicated in there. Could not tell how often I have drunk in there
since Aug. 27th 1883. I have drunk other drinks besides beer. I have only drunk one
drink at a time. After this witness had testified, the defendant moved the Court
to rule it out, because it tended to prove no issue in the case, which motion
the Court overruled, to which ruling the defendant then and there and at
the time excepted. The Village to further maintain the issue of its action on its
part called as a witness A. J. Johnson who testified as follows: - Have lived in
Richmond eight years. Know where Mrs Sells Saloon is. Sometimes I there once
in a day - Sometimes twice - Some days don't go - Have seen drinks sold
such as beer liquor and pop and what they call gin and wine - what
they call whiskey, have seen two or three on week days - Could not say how
many on Saturday perhaps four or five drinking - Never seen any intoxi-
cated person there. Sometimes I get one drink sometimes two drinks a day
never drunk two different kinds of drinks there. Could not tell whether it
was bottled or keg beer, but it was drawn out of a faucet. The witness
having fully testified the defendant moved the Court to throw out the
testimony because it tended to prove no issue in the case, which motion
the Court overruled. To which ruling of the Court the defendant did
then and there and at the time excepted. The Village to further main-
tain the issue of its conclusion on its part called as a witness H. Shultz
who testified as follows: - I have lived in Richmond since April. Know where Mrs.
Sells Saloon is. have been in there several times since Aug. 27th 1883, and got glass
beer. I saw other persons there. I saw some liquors sold there most the time
every day before dinner - At seven o'clock. Sometimes one glass, sometimes two
glasses. I saw no one intoxicated - I take one glass of beer and goes right
out again - I drink one day four glasses, yes I believe five glasses. Yes I know five
glasses - I average two or three glasses beer per day. The witness having fully
testified the defendant moved the Court to throw out his testimony because it tended
to prove no issue in the case, which motion the Court overruled, to which ruling
of the Court the defendant did then and there and at the time excepted.

The Village to further maintain the issue on its part called as a witness A. Davis
who testified as follows: - I am a cooper. Question: - State whether or not you
have hauled any beer for Mrs Sells, the defendant from the depot to his saloon
in Richmond since August 27th 1883. Question objected to by the defendant as
irrelevant and incompetent - objection overruled. Answer - I have. I have
hauled about ten kegs in all, have hauled about that number from his saloon
to depot in that time. I hauled empty kegs every two weeks. The witness having fully
testified, the defendant moved the Court to throw out the testimony because it
tended to prove no issue in the case, which motion the Court overruled. To
which ruling of the Court the defendant did then and there and at the time excepted.

The Village to further maintain the issue of its action on its part called as a witness
W. Flickinger who testified as follows: - Have lived in Richmond three years. Have
been in Sells Saloon once or twice a day but not every day since Aug. 27th 1883.
Seen beer and whiskey sold - I have seen no crowds gathered in there - Have
seen three or four stand at the bar - I have never drunk a glass of beer since
August 27th 1883. Have taken few drinks of whiskey in there. I next door to Sells
Saloon - I have heard drunken people in Alley next to Sells Saloon. I was not there
last Saturday night. I have seen several drunk in the Alley, don't know who
they were. Have not seen anyone drunk in Saloon since Aug 27th 1883.

The witness having fully testified the defendant moved the Court to rule out all his testimony because it did not tend to prove any issue in the case, which motion the Court overruled, & in which ruling of the Court the defendant then and there and at the time excepted. When the Village recited its case. By agreement of Counsel on both sides it is admitted and found as a fact that the defendant had duly paid his assessment of Two Hundred Dollars under the law commonly known as the Scott Law, and was entitled to all the rights belonging to a Salverist who has paid his \$200.⁰⁰ assessment. The foregoing testimony includes all the testimony offered or introduced by said Village on the trial and hearing of this cause, and the foregoing testimony including said agreement of Attorneys - relative to defendant paying his \$200.⁰⁰ assessment under the Scott Law includes and contains all the testimony by either party on the hearing and trial of this case and no further or other testimony was introduced by either party on hearing of said cause.

And therefore the defendant moved the Court to dismiss and discharge him from said cause and charge - which motion the Court overruled. And therefore the Court proceeded to assess and did assess against said defendant because of said charge a fine in the sum of Fifty Dollars and cost of prosecution and further ordered that the defendant should committed until said fine and costs are fully paid. In all of which rulings, decisions and judgment of the Court the defendant then and there and at the time excepted and prayed said Mayor to set his hands and seal to the defendants Bill of Exceptions, which is accordingly and at the time of said trial done as prayed for.

I do find the defendant guilty as above charged, therefore it is on said day by me said Mayor, adjudged and ordered that the said defendant pay a fine of Fifty Dollars and the costs of prosecution herein taxed at - Dollars and - Cents and should committed until said fine and costs are paid or secured to be paid.

Mayor's Fees:- Complaint 40, Warrant 40, Docket Entry 4.50, Subpoena 9 persons 65, Recy for trial 40, 6 Witness Sworn 30, Judgment 40, Signing & Sealing Bill Et. 10, Papers filed 25, Continuance 20, Transcript 4.50, Decree 25 - \$12.37
 Marshal's Fees:- Service of Warrant 40, Mileage 1 m. 20, Mileage 6 m. 30, Attending trial 1.00 - \$2.85
 Witness' Fees:- Harry Aye 50, Maria Flickinger 50, Hubbard Chawner 50, P. J. Johnson 50, O'Connor Schultzy 50, A. Harris 50 - \$3.00 - Total Costs \$19.40
 Costs of Transcript paid by defendant.

The State of Ohio, Union Co. ss. Village of Richmond.
 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 village in the above action.

S. W. Van Winkle Mayor of the above said village

On the 22nd day of September A.D. 1883, a Bond was filed with the Clerk of said Court which reads as follows, to-wit:-

Whereas Peter Sells has instituted proceedings in the Court of Common Pleas in and for the County of Union, and State of Ohio to secure a judgment and fine rendered by S. W. Van Winkle as Mayor of Richmond in said County of Union on the 12th day of September 1883, for violating an ordinance to prohibit ale beer and port wine and place of habitual resort for tippling and intemperance in the sum of Fifty Dollars and Dollars costs of suit in prosecution in favor of said Village of Richmond and against the said Peter Sells Now therefore we do bind ourselves to the said Village of Richmond in the sum of One Hundred and Fifty Dollars, that if the said judgment and fine be affirmed in whole or in part, we will pay

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to the said Village of Richmond the whole or the part of the said judgment affirmed and the costs in the said Common Pleas Court, together with the amount of any judgment that may be rendered against the said Peter Sells on the further trial of the case after the question of error shall have been determined. This day of September, 1883

Attest



I hereby appeared this day of September 1883.

J. P. Brumby, Clerk.

On the 22nd day of September A. D. 1883, the following Petition in Error was filed with the Clerk of said Court, viz: -

Peter Sells, Plaintiff in Error

Against

The Village of Richmond, Defendant in Error

Court of Common Pleas, Union County, N. C.

Petition in Error

Petition

4351

The said Peter Sells plaintiff in error complains of the said defendant in error, for that the said defendant in error, on the 12th day of September A. D. 1883, before J. W. Winkle as Mayor of the Village of Richmond in said County of Union, secured a judgment and fine by the consideration of said Mayor, against the said plaintiff in error in a certain action and prosecution then pending before said Mayor, wherein the said Village of Richmond was plaintiff and the said Peter Sells was defendant. A copy and transcript of the record of the judgment, fine and proceedings are hereto attached and made a part hereof. The said Peter Sells avers that there is error in said record and proceedings, to-wit: -

- I. The said Mayor erred in the trial and hearing of said case, in admitting the evidence offered by said village.
- II. The Mayor erred in overruling the motion of the defendant to rule out the testimony of each several witness who testified on behalf of said village.
- III. The Mayor erred in overruling the motion of the defendant, to discharge and dismiss the defendant from said case, after the village had introduced all its testimony and rested its case.
- IV. The Mayor erred in assessing a fine and costs, and in ordering the defendant to stand committed, until said fine and costs were fully paid.
- V. The finding and judgment of the Court was against the evidence and against the law of the case.
- VI. The Mayor erred in rendering judgment for said village, when by the law of the land the judgment should have been for the defendant.

The said Peter Sells therefore prays that said judgment and fine be reversed set aside and held for naught, and that said Peter Sells be restored to all things he has lost by reason thereof.

Porter & Porter Attorneys for Plaintiff in Error

I hereby waive the issuing and service of summonses in error against said Village of Richmond and enter its appearance herein.

Dated this 22nd day of September 1883.

The Village of Richmond by Powell and Walker its Attorneys.

Afterwards on the 3rd day of October A. D. 1883, an Entry was made by the Clerk in the Journal of said Court which reads as follows, To-wit: -

4351
Entry
Peter Sells, Plaintiff in Error
Against
Village of Richmond, Defendant in Error

Journal Entry

This day this cause came on to be heard on the petition in Error of the said Peter Sells to reverse the judgment of the Mayor of the said Village of Richmond, the Transcript and the Bill of Exceptions, and was argued by Counsel. On consideration whereof and the Court being fully advised in the premises finds that there is no error in the judgment of the said Mayor and affirms the judgment of the said Mayor at the cost of the Plaintiff in Error Peter Sells, which he is ordered to pay in ten days, and in default of such payment of costs in this Court execution is awarded. To all which rulings, judgments, orders and decisions of the Court, the Plaintiff in Error then and there and at the time excepted. And therefore the Court fix the amount of the Supersedeas Bond, to be executed by the plaintiff in Error at \$150.⁰⁰

Circuit Court Record
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Attest J. D. Bingham Clerk
By J. R. Bingham Deputy

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 Mansfield within and for the County of Summit of the Third September of the Fourth Judicial District of the State of Ohio on the tenth day of September in the year of our Lord One Thousand Eight Hundred and Eighty Three. On the 17th day of September A.D. 1883, the following Transcript was filed with the Clerk of said Court, to-wit:-

Transcript

State of Ohio, Summit County, The Village of Richmond, & Mayors Court,
Village of Richmond

Against
Michael Hannigan
Before J. W. Van Winkle Mayor of said Village of Richmond Ohio

4346
Complaint made this 11th day of September A.D. 1883, by H. Davis Deputy Marshal of said village that on or about the 8th day of September 1883 at the Village and County aforesaid one Michael Hannigan then and there was keeping an ale, beer and porter house and place of habitual resort for tippling and interference contrary to the form of the ordinance of said village in such case made and provided. Complaint filed. Warrant issued and delivered to J. J. Woodruff, Marshal of said Village who made return as follows, to-wit:-

Sept. 11th 1883, I have the body of the within named Michael Hannigan now in Court.
J. J. Woodruff, Marshal.

Defendant arraigned on said day pleaded not guilty to the same. Case was continued to Sept 12th 1883, at one o'clock P.M. and defendant released on his own recognizance in the sum of fifty dollars for his appearance at that time before me the said Mayor, to abide the judgment of the Court and not depart without leave. Subpoena issued for the following witnesses, to-wit:-

John Crane, Mrs. Benz, Geo. Holland, John Hamer, Ben. Hart, Fred August Wayne Stone and Mrs. Smith. Subpoena returned as follows, to-wit:-

Sept 12th 1883, I have served the within writ on John Crane, Geo. Holland, Mrs. Benz Fred August and Wayne Stone personally.
J. J. Woodruff, Marshal.

Said had, on the 12th day of September 1883, parties being present and defendant in writing waiving trial by jury and submitting to be tried by me. Witnesses sworn and examined on behalf of Village, to-wit:- John Crane, Geo.

Holland, Mrs. Dwyer, Fred Tougret and Wayne Horse. The following bill of exceptions were
by defendant and filed:-

Village of Richmond
against
Mr. Hannigan
Before S. W. Van Winkle, Mayor of the Incorporated Village of
Richmond, Union County, Ohio.

Be it remembered that on the trial and hearing of said action
and prosecution before S. W. Van Winkle, Mayor of the Incorporated Village of Richmond
Union County Ohio, at his office in said Village of Richmond on the 12th day of Sept.
1883, The said Village to maintain its action and prosecution gave in evidence to
and before said Mayor by the testimony of certain witnesses as follows, to-wit:-

The said Village to maintain the issue on its part introduced the following
ordinance which went into effect on the 27th day of August - A. D. 1883 to-wit:-
An ordinance to prohibit ale, beer and porter houses and places of habitual resort
for tippling and intemperance.

Section I. Be it ordained by the Council of the Village of Richmond Union County
Ohio, that it shall be unlawful for any person or persons to keep or cause to be kept
within the limits of the Corporation of said Village any ale, beer or porter houses
or place of habitual resort for tippling and intemperance.

Section II. That any person or persons found guilty of violating any of the pro-
visions of the foregoing sections of this ordinance shall be fined, not less than the
sum of Fifty Dollars or imprisoned not exceeding twenty days, or both, at the
discretion of the Mayor of said Village, and not exceeding one hundred dollars
or imprisoned not exceeding thirty days or both, at the discretion of said Mayor
for any repetition of any offence of which he or she may have been found guilty
under this ordinance.

Section III. This ordinance shall take effect and be in force from and for days
after its legal publication.
S. W. Van Winkle Mayor

Passed August 7th 1883, A. J. Thomas Clerk.

I, A. J. Thomas Clerk of the Village of Richmond do certify the foregoing to be a
true copy of the ordinance as framed at an adjourned session of the Council
August 7th 1883, and that the same was published in the Richmond Gazette, a paper
of general circulation. August 16th 1883. A. J. Thomas, Clerk

The said Village to maintain the issue on its part, first called as a witness
John Crane who testified as follows: I lived in Richmond, have lived here during
the past ten years, have known Mrs. Hannigan three or four years, keeps a Saloon
near R. R. Depot. I don't know but that I have been in Hannigan since Aug. 27th 1883.
I have not been in Hannigan since a day since that time, I have been in there twice
since August 27th 1883, I could not say that I have been in Hannigan two or
three times with any service there - get might have been. Have seen drinks sold had
to tell what kind - beer I suppose - liquor I suppose - could not swear to it - whiskey
through I suppose - Have seen several in his place at once, never have seen more
than one person drinking at one time - Don't remember went in alone. I suppose
Hannigan keeps Beer and Whiskey - also cigars and tobacco. Have not been in
Hannigan his house during past two weeks - Don't know whether I was in Hannigan
last Saturday or not. Was in one day last week. I go by his Saloon every day - was
not in there two or three times last week that I remember of - could not say whether
I was or were not in there week before last. After the witness had fully testified
defendant moved the Court to rule out his testimony, because it was not pertinent
to the issue of the the case which involves the Court or record, to which, rulings

the defendant there and there and at the time did take exceptions.

The Village to further maintain the cause of its action called as a witness J. W. Stone who testified as follows: - His two miles from Richmond, was acquainted with M. Hannigan. He keeps Saloon and Restaurant. Have been in his place probably once a day since August 27th 1883. Have seen drinks sold in there since Aug 27th 1883. Could not tell kind. I drank whiskey - alone - never drank with any body. Have seen two persons only in there. I don't know what he keeps for sale only what I bought of him. Whiskey and Sandwiches. Did not see any keg of beer there. Never saw Hannigan sell drinks to persons intoxicated. Have not drank more than one time in a day at Hannigan's. I generally went into Saloon at 6th o'clock P. M. Not every day since Aug. 27th 1883. I drink only by spells. No six. Not any. Only one drink at any one place. After this witness had fully testified, defendant moved Court to rule out his testimony because it tended to prove no issue in the case which motion the Court over-ruled to which ruling of the Court the defendant did there and there and at the time except.

The Village to further maintain the issue on its part called as a witness J. W. Holland who testified as follows: - Reside in Richmond. Am acquainted with M. Hannigan. He keeps restaurant opposite depot. Can not state how often I have been in his place since Aug. 27th 1883. Some days not in - Some days two or three times. I always turned my back when I saw others ready to drink. Have seen drinks sold. Could not say anything about beer. I think both bottled and keg Lager beer. I have bought cigars, Tobacco, oysters, Sardines and tea of him. I can not give an estimate the largest number of people seen in there at any one time since Aug 27th 1883. Am R. R. Agent. Do not recollect of seeing any one person drink more than once any one day. After this witness had fully testified, defendant moved the Court to rule out his testimony because it tended to prove no issue in the case, which motion the Court over-ruled to which ruling of the Court the defendant did there and there and at that time except.

The Village to further maintain the issue on its part called as a witness Fred Fougust who testified as follows: I live one mile East of Richmond. Am acquainted with M. Hannigan, have known him since he came to Richmond. Keeps Restaurant and Saloon near depot. Think was in there since Aug. 27th 1883. Frank Hunt and I were there together, other times only alone. Mrs. Hannigan was also in Saloon. No drinks were sold when Hunt and I were together, when I was there alone I drank one glass of beer. Could not tell what Hannigan keeps for sale except sandwiches - I see a woman there, Mrs. Hannigan, an other woman. After this last witness had testified, the defendant moved the Court to rule out his testimony because it tended to prove no issue in the case, which motion the Court over-ruled to which ruling of the Court the defendant did there and there and at that time except.

The Village to further maintain the issue on its part called as a witness W. H. Demox who testified as follows: Reside in Richmond - Am acquainted with Hannigan. Don't know how long. His place of business is near depot. I expect I have been in his place since August 27th 1883. Some times says two or three times per day - Some days don't go in - Can't remember. Don't particular about date. Have seen drinks sold there since Aug. 27th 1883. Have bought beer there myself. I could not say how much have drank in a day. Have seen others in there and see them drink - See them drink what they called beer and whiskey. I saw him sell sandwiches. I don't know whether he sells wine or not. I would not mention the names of any other drinking more than twice in a day.

Have ever seen any one drink more than once in any one day. Have seen any intoxicated person drink there since Aug. 27th 1883. Have seen a man drink there. After this witness had fully testified the defendant moved the Court to rule out his testimony because his testimony does not tend to prove any issue in the case - to which objection the Court overruled. To which ruling of the Court the defendant did then and there and at the time except.

The Village here rested its case. Therefore it was agreed by the Court on both sides on point of the facts of the case that the defendant had duly paid his two hundred dollar assessment under the law commonly known as the Scott Law and was entitled to all the rights belonging to a Saloonist who has paid his \$200.00 Assessment. The foregoing testimony includes all the testimony offered or introduced by said Village in the trial and hearing of this cause and the foregoing testimony including said agreement of Attorneys relative to defendant paying his \$200.00 Assessment under the Scott Law, includes and comprises all the testimony by either party in the hearing and trial of this cause, and no further or other testimony was introduced by either party in hearing of said cause and thereupon the defendant moved the Court to dismiss and discharge him from said cause and charge and which motion the Court overruled and thereupon the Court proceeded to assess and did assess against said defendant because of said charge a fine in the sum of Fifty Dollars and cost of prosecution and further ordered that the defendant stand committed until said fine and costs are fully paid, to all of which rulings, decisions and judgment of the Court the defendant there and there and at the time excepted and prayed said Mayor to set his hand and seal to this the defendants Bill of Exceptions which is accordingly and at the time of said trial done as prayed for. S. W. Van Winkle Mayor.

I do find the defendant guilty as above charged, therefore it is my duty by me said Mayor adjudged and ordered that the said defendant pay a fine of Fifty Dollars and the costs of prosecution herein taxed at Four Dollars and fifty cents, and to stand committed until said fine and costs are paid or secured to be paid.

Mayor's fees: - Complaint 40, Warrant 40, Docket-Entry 4.50, Subpoena 5 per. 60
Continuance 20, 1 Pray for Trial 40, 5 Witnesses Summ 25, Judgment 40
Signing & Seal P. Ex. 10, Papers filed 20, Satisfaction 20, Transcript 4.50
Certificates to Transcript 25. - \$ 124.50 -

Marshal's fees: - Service of Warrant 40, Mileage 1 mile 20, 1 subpoena 5 per. 60
Mileage 5 per. 40, Attending trial 1.00, - \$ 2.65 -

Witness fees: - John Crane 50, Wm. Lenox 50, Geo. Holland 50, Geo. Vanquest 50
Wayne Sewer 50, \$2.50 - Total Costs \$17.65
S. W. Van Winkle, Mayor.

Cost of Transcript paid by defendant.
State of Ohio Union County, ss }
Village of Richmond } 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 village on the above action
S. W. Van Winkle Mayor of the aforesaid village.

On the 19th day of September A. D. 1883, a Bond was filed with the Clerk of said Court which reads as follows, to-wit: -
Whence Michael O'Carrolligan has instituted proceedings in the Court of Common Pleas in and for the County of Union, State of Ohio, to remove a

Board
4346

I hereby waive the moving and service of summons in error against said village of Richmond and enter its appearance herein. Dated this 22nd day of September 1883.

The Village of Richmond by Powell and Fuller Attorneys.

Afterwards on the 3rd day of October A.D. 1883, an Entry was made in the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry 4346

Michael Hannigan Plaintiff in Error
Against
Village of Richmond, O. Defendant in Error

Journal Entry.

This day this cause came on to be heard on the petition in error of the said Michael Hannigan to reverse the judgment of the Mayor of the Village of Richmond, the transcript and the bill of exceptions were argued by counsel. On consideration entered, and the Court being fully advised in the premises finds that there is no error in the judgment of the said Mayor and affirms the judgment of the said Mayor at the costs of the Plaintiff in Error, Michael Hannigan, which he is ordered to pay in ten days and in default of such payment of costs in this Court execution is awarded. To all of which rulings, judgments, decisions and orders of the Court the plaintiff in error, then and there and at the same excepted. And thereupon the Court fix the amount of the disbursements Bond to be executed by the plaintiff in error at \$150⁰⁰.

Circuit Court Record
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Attest J. D. Buzgner Clerk
By A. R. Buzgner Deputy.

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 Mansfield within and for the County of Monroe of the Third Sub-Division of the Sixth Judicial District of the State of Ohio, on the fourteenth day of January in the year of our Lord One Thousand Eight Hundred and Eighty-Nine. Wherefore, to-wit:-

Petition

On the 5th day of January A.D. 1884, the following Petition was filed with the Clerk of said Court, viz:-
Agribah Case, Plaintiff
Against
Marion Sanderson, W. A. Sanderson
James Sanderson and J. D. Buzgner, Defs.

Court of Common Pleas, Monroe Co. Ohio
Petition.

4422

The plaintiff says: That on the 7th day of August A.D. 1878, the defendants James Sanderson and Marion Sanderson made and delivered to Newton Case or bearer, their personal note of that date of which the following is a copy, to-wit:-

" August 9th 1878 "
" Nine months after date we or either of us do promise to pay to "
" Newton Case or bearer the sum of \$70.00 Dollars at eight per cent interest "
" from date until paid for value received. "
(Signed) " James Sanderson "
" Marion Sanderson "

Credit - Received on the within Forty Eight Dollars and forty cents, October the 4th 1879. There are no other or further credits thereon. The plaintiff for a full, fair and valuable consideration is now the owner and holder

of said note. The defendant James Sanderson is and was at time said note was executed, insolvent. The defendant is now and was at the time she executed said promissory note a married woman being the mother of said James Sanderson and the wife of the defendant W. H. Sanderson and she is and then was possessed of a separate estate of real and personal property under her sole control, one the fruits of which said Newton Case loaned her the money for which said note was by her given. Said separate estate of real property is situate in the County of Union and State of Ohio and bounded and described as follows: Beginning at a stone corner to William Sanderson, running thence S 8 1/2° W. 162 7/8 poles to a stone; thence N 8 1/2° W. 48 7/8 poles to a stone; thence N 8 1/2° E. 162 7/8 poles to a stone in the line of said William Sanderson; thence S 8 1/2° E. 48 7/8 poles to the place of beginning containing 49 1/2 Acs of land more or less.

Also the following tract in the County of Union and State of Ohio and bounded and described as follows, to wit: Beginning at a stone in the public highway and corner to William Sanderson running thence S 1 1/2° W. 95 1/2 poles to a stone on the bank of Baker Creek; thence N 65° W. 85 7/8 poles to a stone; thence N 81 3/4° E. 61 7/8 poles to a stone; thence N 82° 35' E. 84 3/8 poles to a stone; thence S 80 3/4° E. 94 poles to the place of beginning. Containing 50 1/2 Acs more or less. (Being since lands conveyed to her by Charles Adams Apr. 5th 1878. Deed Record No. 46 page 333, Union County Records.)

There is still remaining due and unpaid from defendant to the plaintiff on said note the sum of Forty-nine and 7/8 Dollars (\$49 7/8) with interest thereon at 8% from October 4th 1879. Plaintiff prays that J. Q. Prangner have a lien upon said lands by virtue of a mortgage he holds thereon and asks that he be made a party defendant herein. Therefore plaintiff asks that said amount of Forty-nine and 7/8 Dollars with 8% interest thereon from October 4th 1879 be adjudged to be due her, and that the defendants Marianne Sanderson separate property, herein before described, be subjected to the payment of the same.

A. T. Carpenter, Atty for Plaintiff.

The State of Ohio
 Union County, ss. Agnes Case, the above named plaintiff being sworn says the facts and allegations in her petition are true as she verily believes
 Witness: George Dammann Agnes Case
 Sworn to by Agnes Case before me and signed by her in my presence this 4th day of January 1884.
 P. Cranston J. P.

Process

To Clerk:-

Issue Summons for defendant returnable according to law. And also for equitable relief and to subject land of Marianne Sanderson to payment of note signed by her.
 A. T. C.

I hereby assign the issuing and service of process and enter my appearance in the above case.
 J. Q. Prangner.

On the 5th day of January A. D. 1884, as Summons was received by the Clerk of said Court which reads as follows, to wit:-

Summons

The State of Ohio
 Union County, ss. Summons
 To the Sheriff of the County of Union, Meeting:-
 We command you to notify Marianne Sanderson, W. H. Sanderson and James Sanderson that they have been sued by Agnes Case in the Court of Common Pleas of Union County, and that unless they answer by the 2nd

4422

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day of February A. D. 1884 the petition of said Agubala Dore 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 Jan. A. D. 1884.

Seal of Court

Witness my hand and the seal of said Court, this 5th day of Jan. A. D. 1884.

J. Q. Bugner Clerk.

An action for equitable relief and to subject land of Maurice Sanderson to payment of note signed by her.

A. T. Dauphinee Plaintiff Attorney.

Writ returned and filed January 5th 1884. Endorsed as follows: - viz: -

The State of Ohio }
Clerk of Court, ss. } Received this Writ January 5th A. D. 1884, at eleven o'clock A. M. and pursuant to its command on the 8th day of January A. D. 1884, I served the same by delivering a certified Copy thereof with the endorsement thereon to each of the parties named defendants
Sheriff's Fee: - Service 60, Mileage 2.40, Exp. 60, Total \$3.40

John H. Oberacker Sheriff

Afterward on the 5th day of February A. D. 1884, said Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit

Entry
4422

Agubala Dore, Plaintiff

vs

Entry

Maurice Sanderson et al. Defendants.

Now came the plaintiff herein, and the defendants being in default for answer and demurrer the Court find the allegations of the petition are confessed by them to be true and that said James Sanderson never is and at the time of executing said note was insolvent. - The Court further finds that the defendants James Sanderson and Maurice Sanderson are indebted to the plaintiff on the note set forth in plaintiff's petition in the sum of Sixty-six and 5/100 Dollars including interest computed to February 4th 1884. The Court further finds that the defendant Maurice Sanderson, at the time of incurring her liability intended to and did charge her separate property and estate with the payment of the same. It is therefore considered by the Court that the plaintiff Agubala Dore recover from the defendant Maurice Sanderson the said sum of Sixty-Six and 5/100 Dollars with 1/2% interest from February 4th 1884 and her costs herein expended and execution is awarded against the separate property and estate of said defendant thereof.

Attest J. Q. Bugner Clerk By A. R. Bugner Deputy

Place before His Honor John A. Peice, 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 Mercer of the State of Ohio. Subdivisions of the 11th Judicial District of the State of Ohio on the fourth day of January in the year of our Lord One Thousand Eight Hundred and Eighty Four. On the 5th day of Jan. A. D. 1884 the following Petition and Answer were filed with the Clerk of said Court, to-wit:

Petition

Minnie W. Bonner, Plaintiff

vs

The State of Ohio, Minner Co. ss. Court of Com. Pleas
Petition

Richard Tolson, Thomas Mahan and
Thomas Mahan, Defendants

The defendants, on the 11th day of January

4446

A. D. 1883, executed, and delivered to Rev. Emory this promissory note of that date, with the warrant of attorney annexed, true copies of which warrant and note, with all the endorsements thereon, are hereto attached, marked "Exhibit A", and made a part of this petition. Said note is unpaid, except as shown by said endorsements, and there is now due the plaintiff on said note the sum of One Hundred and Fifty nine Dollars and Two Cents, with interest thereon at the rate of eight per cent per annum, from the 11th day of October A. D. 1883. Therefore plaintiff prays judgment against said defendants for the sum of One Hundred and Fifty Nine Dollars and Two Cents, with interest thereon from the 11th day of October A. D. 1883, at the rate of 8 per cent per annum till paid, and for costs of suit.

D. W. Badger Attorney for Plaintiff.

The State of Ohio
 Wayne County, ss. D. W. Badger being 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 for the unconditional payment of money only, that said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing petition are true, in substance and in fact.

D. W. Badger

Sworn to by said D. W. Badger before me, and by him signed in my presence this 28th day of January A. D. 1884.

J. Q. Burgess, Clerk.
 Done in Ohio January 11th 1883

Exhibit "A"

" Nine months after date for value received we jointly and severally " " promise to pay to Rev. Emory at the Madison National Bank of London " " Ohio, One Hundred and Twenty-nine & 1/2 Dollars with interest after maturity " " at the rate of 8 per cent per annum until paid 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, to give the issuing and service of process against us or any of " " us and confess judgment in favor of the payee of said note against me 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 petition in error and " " right to second trial.

(Signed)
 Witnesses { "R. R. Shannon"
 "M. S. Robinson"

" Richard Votaw "
 " Thomas Wilson "
 " Thomas Coleman "

Minna W. Brown, Plaintiff
 vs.
 Richard Votaw, Thomas Wilson
 and Thomas Coleman, Defendants

The State of Ohio, Wayne County, ss.
 Court of Common Pleas.
 Comes.

4446

By virtue of the warrant of attorney annexed to and presented in the foregoing petition, I, an attorney at law in the several courts of record of this State, do hereby enter my appearance for said defendant in this suit, and waive the issuing and service of process therein and confess a judgment in favor of said plaintiff against said defendant, on said note for the sum of One Hundred and sixty two dollars and eighty cents, being the amount appearing due for principal and interest on said note, and also for costs of suit taxed and to be paid; and I hereby waive and renounce all exceptions, errors and right of appeal in the premises.

J. W. Kennedy Attorney for Defendant.

Entry
 4446
 4447
 Petition
 4447

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of October A. D. 1883.
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Plaintiff.

is the attorney of
in writing for
present in writing
between me
and the defendant
D. W. Bridges
and in my presence
at the Clerk.

January 11th 1883
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County, ss.
as.

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attorney at law in
appearance for said
of process therein
defendant, on said
ly cents, being the
note, and also for
exceptions, errors and
for Defendant.

Minnie W. Brouse, Plaintiff
vs.
Richard Toban, Florence Mahan,
and Florence DeLuman, Defendants

4446

Judgment-Entry
\$182.50

This day came the plaintiff, by her attorney,
also appeared in open Court, for and on behalf of said defendant; J. W. Kennedy
an attorney at law of this court, and by virtue of the process of attorney an-
nexed to the note attached to the petition in said cause, shown to have
been duly executed by said defendant, entered the appearance of said
defendant and waived the issuing and service of process in this ac-
tion and confess a judgment on said note against said defendant, and
in favor of said plaintiff, for one hundred and sixty-two dollars and
eighty cents, being the amount of the principal and interest due on said
note, and for the costs taxed and to be taxed, and released and waived
all exceptions, errors and right of appeal in the premises. It is therefore
considered that said plaintiff recover of said defendants the sum of One
Hundred and Sixty-Two Dollars and Eighty Cents being the amount of said
note with interest computed at 8 per cent per annum from the 11th day of
October A. D. 1883, and also her costs herein expended, taxed at \$

Attest J. D. Bingham Clerk
By A. R. Bingham, Deputy

Petition

4447

These 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 Third Subdivision of the Sixth Judicial District of the State of Ohio
on the 27th day of January in the year of our Lord One Thousand Eight
Hundred and Eighty Four. On the 29th day of January A. D. 1884 the fol-
lowing Petition and Answer in Organized were filed with the Clerk of said Court, viz:
W. S. Sanderson Plaintiff
vs.
William Williams, Defendant.

The State of Ohio, Union County, ss. for the Court of Com. Pleas.
Petition

The plaintiff says that the defendant on or
about the 12th day of November A. D. 1883 executed and delivered to the
said plaintiff his promissory note of that date, together with a Warrant of Attorney
which Promissory Note and Warrant of Attorney are hereto attached and marked
"Exhibit A." and made a part of this petition. Said plaintiff further says that
said promissory note is due and unpaid, that he is the legal owner and holder
thereof and that there is still due from said defendant, the sum
of One Hundred and Three Dollars and Fifty-five Cents, with interest at
the rate of eight per centum per annum, from the 12th day December A. D. 1883.
Wherefore the said plaintiff asks judgment against the said defendant for
the sum of One Hundred and Three Dollars and fifty five Cents, with interest
thereon at the rate of eight per centum per annum, from the 12th day of De-
cember, A. D. 1883, and for Costs of Suit.

J. S. Gardner Plaintiff's Attorney.
Affidavit.
The State of Ohio }
Union County, ss. } J. S. Gardner 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 truly believe the statements contained in the foregoing Petition are true in substance and in fact. J. S. Hardimer.

Sworn to by said J. S. Hardimer, before me, and by him subscribed, in my presence, this 27th day of January A. D. 1884. J. Q. Baugher Clerk.

"Exhibit"
"A."

\$ 103.⁵⁵/₁₀₀
Thirty days after date, for value received I jointly and severally promise to pay H. Sandrowitz or order, at their office, One Hundred and Three and ⁵⁵/₁₀₀ Dollars with interest at the rate of 8 per cent per annum, on all unpaid principal and interest, after date 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 above note becomes due and confer judgment thereon, against us or either of us, in favor of the payee or endorse 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 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 execution of said judgment and all right to sue out any writ of error; and our said Attorney is hereby authorized to enter such release in said judgment. Witness our Hands and Seals this 12th day of November, 1883. William Williams

Answer

H. Sandrowitz Plaintiff
Against
William Williams, Defendant
The State of Ohio, Union Co., ss. In the Court of Common Pleas
Answer.

4447

By virtue of the Warrant of Attorney attached to the foregoing Petition, J. R. L. Woodburn an Attorney at Law in the several Courts of Record in the State of Ohio, hereby enter an Appearance for the said Defendant at suit of H. Sandrowitz plaintiff, against said William Williams Defendant, and waive the issuing and service of Process thereon and confer a judgment in favor of the said H. Sandrowitz against said William Williams for the sum of One Hundred and Four Dollars and Ninety Cents, Damages, being the amount appearing due of principal and interest on said promissory note, and also for Costs of Suit, and I do hereby release all errors and waive all right of Appeal.

Entry

R. L. Woodburn, Defendant's Attorney.
H. Sandrowitz Plaintiff
Against
William Williams, Defendant
Entry.

4447

This day came the plaintiff by J. S. Hardimer Attorney and therefore came R. L. Woodburn one of the Attorneys of Record of this Court, who by virtue of an 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 confessed that there is due from said Defendant to the said plaintiff as is alleged in said Plaintiff's petition, the sum of One Hundred and four and ⁹⁰/₁₀₀ Dollars. It is therefore considered that

said Plaintiff do recover of said Defendants the said sum of One Hundred and Five Dollars and 75c Dollars so as above said 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 judgment of Attorney at Law are released and all right of appeal and all right to file a petition in error as revised.

Attest J. D. Burgner Clerk.
By A. R. Burgner Deputy

Placed 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 Third Subdivision of the Sixth Judicial District of the State of Ohio on the fourteenth day of January in the year of our Lord One Thousand Eight Hundred and Eighty Four. On the 4th day of February A. D. 1884, the following Petition and Answer in Replevin were filed with the Clerk of said Court, to-wit:-

Petition 4-4-8-1	Nelson P. Thompson Plaintiff vs. F. A. Thompson and A. J. Thompson Defts.	State of Ohio, Union County, ss. In the Court of Common Pleas. Civil Action for Money Only Nelson P. Thompson the above named plaintiff says that there is due to him from F. A. Thompson and A. J. Thompson Defendants, on a promissory note made by the Defendant F. A. Thompson and A. J. Thompson dated the 14 th day of January A. D. 1884, which note, with the endorsement of Attorney at Law thereon, is hereto attached, the sum of Three Hundred and Seventy Five Dollars and Sixty Seven Cents, with interest thereon at eight per cent from the 15 th day of January A. D. 1884. The Plaintiff further says that he is legal owner and holder of said note, that the same is due and unpaid. Wherefore, the Plaintiff asks judgment against said Defendant for the sum of Three Hundred and Seventy Five Dollars and Sixty Seven Cents, with interest at eight per cent from the 15 th day of January A. D. 1884. Dwell and Fulton Attorneys for Plaintiff
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The State of Ohio }
Union County, ss. } T. B. Fulton one of the Attorneys of the above named Plaintiff being duly sworn, says that he is one of the attorneys of the plaintiff duly authorized in the premises and 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 that said instrument is in the possession of Defendant.
T. B. Fulton

Subscribed by T. B. Fulton in my presence, and sworn to by him before me, this 7th day of February A. D. 1884.
J. D. Burgner, Clerk.
By W. W. Midget Deputy

Note \$ 314 67

One day after date, we principal debtors, we jointly and severally promise to pay to the order of Nelson P. Thompson, One Hundred and Twenty Five Dollars for value received. And we hereby dispense with demand of payment of this note and authorize every 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 make the issuing and service of process and confer judgment against us or

"intra 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 14th day of January 1884

F. A. Thompson
 A. J. Thompson

Wilson P. Thompson Plaintiff

In Court of Common Pleas, Union County, ss.

as.
 F. A. Thompson and A. J. Thompson, Defendants

Defendants Amere.

Amere

4451

And now come F. A. Thompson and
 A. J. Thompson the above named Defendants, by the undersigned R. L. Woodburn
 Attorney, and waive the issuing and service of process in this case, and con-
 current 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 Three Hundred and Sixteen Dollars and
 seven 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 Defend-
 ants right to appeal and to the appointment of real estate liquidator by virtue of
 any execution issued on the judgment in this case is hereby waived.

Feb. 4th C. D. 1884

R. L. Woodburn Attorney for Defendant
 & Attorney at Law.

Wilson P. Thompson Plaintiff

Entry

as.
 F. A. Thompson and
 A. J. Thompson, Defendants

Entry.

4451

This day came the plaintiff by Powell
 and Fulton Attorneys, and thereupon came R. L. Woodburn one of the Attor-
 neys of Record of this Court, who by virtue of a warrant of Attorney duly ex-
 ecuted and now produced in open Court, and duly sworn received
 the issuing and service of process and entered appearance of said Defend-
 ant 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
 Plaintiff's petition, the sum of Three Hundred and Sixteen and $\frac{7}{10}$ Dollars
 It is therefore considered that said Plaintiff do receive of said Defendant
 the said sum of Three Hundred and Sixteen and $\frac{7}{10}$ Dollars as is afore-
 said 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 to appeal
 and all right to file a petition in error are waived.

Attest J. D. Bingham Clerk By A. R. Bingham Deputy

Then 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 of the Third Sub-division of the Ninth Judicial District of
 the State of Ohio on the fourteenth day of April in the year of our Lord One
 Thousand Eight Hundred and Eighty Four. Hereofore, To-wit:-
 On the 25th day of January A. D. 1884, the following Petition was filed

with
 R. V.
 Petition
 D. O.
 4442
 also
 paid
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 acco
 "
 " W. H.
 " 2005.8
 " 1883

\$ 843.25-

Drawn forward

1883 Oct. 31 st	2 (d) Union Bank P. d. P. d.	\$ 28.00	\$ 56.00
24	Wm's a calf	1.00	24.00
12	" P. d. Mt	1.35	16.20
3	" P. d. Mt	3.50	10.50
12	Wm's calf a old	1.25	15.00
12	Childs from Union Bank	1.00	12.00
	ctg		25-
			133.95-
			\$ 977.20

They further say that there are no credits upon said account. Plaintiffs say that is due them from the defendant on said account the sum of Nine Hundred Seventy Seven and 20/100 Dollars (\$ 977.20) which they claim with interest from January 1st A. D. 1884, and for which they pray judgment. Robinsons & Piper Attys for Plaintiffs.

State of Ohio

Union County ss. L. Piper being duly sworn according to law says he is one of the Attorneys for the said R. & J. Cummings & Company duly authorized in the premises that all the members of the firm of R. & J. Cummings & Co. are non-residents of the County of Union State of Ohio and are now absent therefrom and that the facts stated and allegations in the foregoing pleading of R. & J. Cummings are an efficient verity believe true. L. Piper

Sworn to before me by L. Piper and by him subscribed in my presence this 25th day of January A. D. 1884. J. D. Bourque Clerk

Process

Process Summons upon the petition in the foregoing case to the Sheriff of Union County, returnable according to law. Endorse: amount claimed \$ 977.20 with interest from January 1st 1884. Robinsons & Piper Attys for Plaintiffs

On the 25th day of January A. D. 1884, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons in Action for Money Only

Summons

The State of Ohio
Union County ss. To the Sheriff of Union County, Meeting:-
The command goes to notify D. Wumberger that he has been sued by R. and J. Cummings & Co. in the Court of Common Pleas of Union County and that unless he answers by the 23rd day of February A. D. 1884 the petition of said R. & J. Cummings & Co. 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 4th day of Feb. A. D. 1884. Witness my hand and the seal of said Court this 25th day of January A. D. 1884. J. D. Bourque Clerk.

Amount claimed, \$ 977.20 and interest from January 1st 1884. Robinsons & Piper Plaintiffs' Attorneys.

Writ returned and filed January 26th 1884. Endorsed as follows, to-wit:-

The State of Ohio
Sherriff to Union County, ss. Received this Writ January 24th A. D. 1884, at four o'clock P. M. and pursuant to its command on the 26th day of January 1884, I served the same by leaving a true copy of this writ with endorsement thereon at the usual place of residence of the within named defendant, D. Wumberger, Fee: Service 30, Postage 2.56, Exp. 20 Total \$ 3.06 John Hobbsack Sheriff

4442
4421

\$ 843.25-

133.95-

\$ 777.30

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which they
plaintiffs.

law says he is
advising & Co.
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pleading of

my presence this
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the Sheriff of
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for Plaintiff
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been served by

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Office of said

4th day of
25th day of

1884.

Attorneys.

follows, to-wit:-

one o'clock P.M.

place of residence of the

6, Cap. 20 Total \$ 3.24
clock Sheriff

Afterwards on the 17th day of April A. D. 1884, an Entry was made on the
Journal by the Clerk of said Court which reads as follows, viz:-
A. J. Cummings & Co. Plaintiffs

Entry

vs
D. Wusemberger, Defendant

Entry
Money Only.

4442

Now come the plaintiffs herein and the
defendant being in default for answers and demurrer the Court find that
the defendant has been duly served with process and that the allegations of
the petition are by him confessed to be true and that the defendant D. Wusem-
berger is indebted to the plaintiff in the sum of Nine Hundred and twenty
five and ²⁷/₁₀₀ Dollars (\$ 925 ²⁷/₁₀₀) It is therefore considered by the Court here
that the said plaintiffs recover from the said defendant D. Wusemberger the
said sum of Nine Hundred, Twenty-five and ²⁷/₁₀₀ Dollars (\$ 925 ²⁷/₁₀₀) with
interest from April 14th 1884 and their costs herein expended taxed to \$

Attest J. P. Bingham Clerk
By A. R. Bingham Deputy.

Pleas before His Honor John A. Price Judge of a Court of Common Pleas
begun and held at the Court-Room in the town of Marysville within and for
the County of Union of the Third Subdivision of the Tenth Judicial District of the
State of Ohio on the fourteenth day of April in the year of our Lord One
Thousand Eight Hundred and Eighty Four. Wherefore, to-wit:-

Petition

On the 5th day of January A. D. 1884, the following Petition was filed
with the Clerk of said Court, viz:-

A. T. Carpenter, Plaintiff

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

William T. Mearns and Heirs
E. Mearns, Defendants

Petition

4421

The plaintiff says: That on the 1st day of Decem-
ber A. D. 1882, the defendant Mrs. T. Mearns, made and delivered to the plain-
tiff his said several promissory notes of that date and thereby promised to pay
to the order of the plaintiff \$ 142 ²⁷/₁₀₀ in one year thereafter @ 6% interest from date
and for a like sum due in 2, 3, 4, 5, 6, 7, 8, & 9 years thereafter, all accruing 6%
interest from date payable annually until December 1st 1886, and all notes falling
due after that to draw interest from Dec. 1st 1886 @ 8% payable annually, such
notes being given for the purchase money for the land hereinafter described
(a copy of the note now due is hereto attached marked "A")

2nd The defendant William T. Mearns and Heirs E. Mearns on the said 1st
day of December 1882, to secure the payment of said note executed and deliv-
ed to the plaintiff their mortgage deed and thereby conveyed to the plaintiff
his heirs and assigns the following lands and tenements; Situate in the
County of Union in the State of Ohio and in Washington Township being a
part of C. M. Survey No. 12289 and bounded and described as follows:-
Beginning at a stone in the center of the Stutz Road, and in the North line
of said Survey No. 12289, thence with said Survey line S 81 ¹/₂° W 107 ³/₁₀₀ poles to
a stone the North West-corner of a tract of land of 600 acres bought by A. T.
Carpenter of William Williams Jr. of which this is a part; thence S 7 ¹/₂° E 71 ¹/₁₀₀
poles to a stone the North West-corner of a tract of 40 acres sold by A. T. Carpenter

to Elnathan Road; Thence with his north line N. 81 1/2° E. 108 poles to a stone in the
 Shilpa road; Thence with the center of said road N. 7 1/2° W. 41 1/2 poles to the
 beginning containing 47 1/2 Acres more or less: - The conditions contained in
 said mortgage deed were that if said William T. Munroe should pay said notes
 and the interest thereon annually when due and according to the tenor thereof
 then these premises to be sold otherwise to be and to remain in full force and
 virtue in law. 3^d On the 17th day of January A. D. 1883 at 4 o'clock P. M.
 the said mortgage was delivered to the Recorder of said County to be by him
 entered on record and was recorded on the 21st day of January 1883, in Record
 of Mortgages for Union County Ohio Vol. 18 page 563. 4th The said deed has
 become absolute. There is now due and remaining unpaid upon said
 indebtedness the sum of One Hundred and Forty-two and 2/3 Dollars, with
 interest on Twelve Hundred and Eighty 1/2 Dollars from December 1st 1882 @
 6% and interest on \$76.83 @ 6% from December 1st 1883. 5th The plaintiff therefore
 asks judgment against said Wm. T. Munroe for said sum of One Hundred
 and Forty-two and 2/3 Dollars with interest at 6% on Twelve Hundred
 and Eighty and 1/2 Dollars from December 1st 1882, and int @ 6% on Seventy
 six and 2/3 Dollars from Dec. 1st 1883, and that said mortgage may be
 foreclosed the said premises ordered to be sold and the proceeds applied to
 the payment of said debt and for all proper relief.

A. T. Carpenter in person.

The State of Ohio

Union County, ss.

A. T. Carpenter being sworn says that the facts stated in
 his foregoing petition are true as he verily believes. A. T. Carpenter.

Subscribed to by A. T. Carpenter before me and signed by him in my presence
 this 29th day of December A. D. 1883. J. Q. Burgess Clerk.

Copy of Note

"A." " \$142 29/100
 " One year after date I promise to pay to the order of A. T. Carpenter "
 " One Hundred and Forty-two and 2/3 Dollars at 6% int. from date. Interest pay- "
 " able annually, value received. " Wm. T. Munroe. "

Receipt To Clerk:-

Issued Summons for defendants in above case returnable according
 to law: Indorse - "Action and Note and Mortgage - Amt. claimed \$142 29/100
 and 6% int on \$1280 1/2 from Dec. 1st 1882 and 6% int on \$76 83/100 from Dec. 1st
 1883 and foreclosure of mortgage. A. T. Carpenter, Atty.

On the 5th day of January A. D. 1884. Summons were 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, Ohio, Greeting:-

You are commanded to notify William T. Munroe and Hiram E. Munroe
 that they have been sued by A. T. Carpenter in the Court of Common Pleas of
 Union County, and that unless they answer by the 2nd day of February A. D. 1884
 the petition of said A. T. 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 14th day of Jan. A. D. 1884

Summons
4421

Seal

A. D. 1884.

J. Q. Burgess, Clerk

In action and notes and mortgage. Amount claimed \$142. 29/100 and

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said deed has
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\$100 Dollars, with
number 1st 1882
plaintiff, therefore
One Hundred
for One hundred
6% per Security
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Carpenter.
any presence
Clerk.
December 1st 1882
A. T. Carpenter
the subject pay
Munroe.
able according
lained \$142.²⁹/₁₀₀
from Dec. 1st
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ed by the Clerk
Meeting:-
Munroe
Common Pleas of
January A.D. 1884
Clerk's Office of
next rendered
day of Jan. A.D. 1884
day of Jan
ed \$142.²⁹/₁₀₀ and

6% int. on \$1280⁰⁰/₁₀₀ from Dec. 1st 1882, and 6% int. on \$76.⁵² for Dec 1st 1883 and
foreclosure of mortgage

Writ returned and filed January 14th 1884. Endorsed as follows, to-wit:-
The State of Ohio }
Union County, ss. } Received this Writ January 5th A.D. 1884, at 9 o'clock A.M.
and pursuant to its command, on the 10th day of January A.D. 1884, I served
the same by delivering a certified copy thereof with the endorsement thereon to the
within named defendants. Fee:- Service 45, Writage 3.54, Copy 40, Total \$4.³⁹/₁₀₀
John Kobrasack, Sheriff

Afterwards an Entry was made on the journal - on the 5th day of February
A.D. 1884 - by the Clerk of said Court, which reads as follows, to-wit:-
A. T. Carpenter, Plaintiff

Entry

vs.

Entry

Mrs. T. Munroe et al. Defendants

44 21

And now comes the said A. T. Carpenter and
the said defendant still failing to answer or demur to said petition, it is
considered that the said plaintiff is entitled to an account of the money due
him in the premises and the Court after hearing the evidence, do find that
there is due to the said plaintiff on the notes and mortgage in said petition
described (interest computed to February 3rd 1884) the sum of Two Hundred and
Thirty Two and 70/100 Dollars (\$232⁷⁰/₁₀₀). It is therefore considered by the said
Court here, that the said plaintiff recovers of the said defendant Mrs. T. Munroe
the said sum of Two Hundred and Thirty two and 70/100 Dollars, the sum so
found due as aforesaid, with interest from the 3rd day of February 1884, and
also his costs taxed to \$.

And it is further ordered and adjudge
that, in case the said defendant fails for these days from the 4th day of
February 1884, to pay to the said plaintiff the said sum of Two Hundred
and Thirty two and 70/100 Dollars so as aforesaid found due, with interest
from the 3rd day of February 1884 @ 6% 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.

A. T. Carpenter, Plaintiff

Prascope

vs.

Court of Common Pleas, Union County Ohio.
Marysville February 7th 1884

Mrs. T. Munroe et al. Defendants

To the Clerk of said Court:-

Issue an Order of Sale in the above entitled case to the Sheriff of said County
Returnable according to law.
A. T. Carpenter Atty.

On the 7th day of February A.D. 1884, an Order of Sale was issued by
the Clerk of said Court, which reads as follows, viz:-

The State of Ohio

Order of Sale

Order of Sale

Union County, ss. } To the Sheriff of said County, Meeting:-
Whereas, at a term of the Court of Common Pleas, held at Marysville in
and for said County, on the day of A.D. 1884, in the case of A. T. Carpenter
Plaintiff and Mrs. T. Munroe et al. Defendants, it was ordered, adjudged and
denied as follows, to-wit: That unless said defendant Mrs. T. Munroe paid
to the plaintiff A. T. Carpenter the sum heretofore found due him on the note
and mortgage in his petition described, to-wit: \$232⁷⁰/₁₀₀ at 6% int. from Feb. 3rd

44 21

1884 and his costs herein expended, taxed to \$ That an Order of Sale
 issue to the Sheriff of Monroe County, Ohio, commanding him to appraise
 and sell according to law the following described real estate, situate
 in the County of Monroe in the State of Ohio and in Washington Township, being
 a part of V. M. Survey No. 12 289 and bounded and described as follows: -
 Beginning at a stone in the center of the Shultz Road and in the North
 line of said Survey No. 12 289. Thence with said Survey line South 81 1/2 °
 W. 107 1/2 poles to a stone in the North West corner of a tract of land of 60
 acres bought by A. T. Carpenter of William Williams Jr. of which this is a part
 Thence S 7 1/2 ° E 71 1/2 poles to a stone, the North West corner of a tract of 40
 acres sold by A. T. Carpenter to E. Mathews Reid; Thence with his North line
 N. 81 1/2 ° E 108 poles to a stone in the Shultz Road; Thence with the center of
 said road N. 7 1/2 ° W. 71 1/2 poles to the beginning, containing 47 4/3 acres
 more or less. We therefore Command you, that you proceed to carry said order
 judgment and decree into execution agreeable to the tenor thereof, and that
 you expose to sale the above described Real Estate under the statute regu-
 lating 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 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 Mansfield, O. this 9th day of Feb. A. D. 1884

J. D. Brunker, Clerk

1884

The State of Ohio

Sheriff's Return

Sherriff
 Return
 I did, on the 11th day of March 1884, summon E. W. Reid, Solomon Schuyler and
 J. A. Order their dissentless feeholders of said county, who were by our duly sworn
 to view and appraise the lands and tenements therein described; and after said
 on the 11th day of March A. D. 1884 said Appraisers returned to me, under their
 hands and seals, that they did, upon actual view of the premises, estimate and
 appraise the real value in money of the same at Thirty Dollars (\$30.00) per acre
 A certified copy of said appraisal forthwith deposited in the office of the Clerk of
 the Court of Common Pleas of said County. And on the 12th day of March 1884
 I caused to be advertised in the Mansfield Tribune (a newspaper printed and
 published and of general circulation in Monroe County,) said lands and
 tenements to be sold at public sale, at the door of the Court House of said
 county, on the 12th day of April A. D. 1884, 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 pur-
 suance to said notice, I did, on said 12th day of April A. D. 1884, 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 there came A. T.
 Carpenter who bid for the same the sum of Twenty-two Dollars per acre a
 total \$1045.00 and said sum being more than twice of the appraised
 value thereof; and said A. T. Carpenter being the highest and best bidder
 thereof, I then and there publicly sold and struck off said lands and
 tenements to him for said sum of Two Hundred and Forty-five Dollars.
 Sheriff's Fee. Summe 30, Summoning and Serving Appraisers 1.25, Appraisers Fee 30.00

Perf of
 Publication
 4421

Entry
 4421

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Order of Sale
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of a tract of 40
his North line
the center of
47 4/10 Acres
any said order
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the statute requi-
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Feb. A.D. 1884

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by five Dollars.
1.20, Appraisers per 30°

Writings Appraisal 30, Copy of Appraisal 30, Printed Form 1200, Notice to Purchaser 30, Writings
Notice 30, Mileage 16. - Total: \$ 17 7/8.

John H. Coburn, Sheriff.
Afterwards on the 15th day of April A. D. 1884, a Proof of Publication was
filed with the Clerk of said Court which reads as follows, to-wit:-

Proof of
Publication
4421
A. T. Carpenter, Plaintiff
vs.
Open T. Mearns, et al. Defendant

Sherriff's Sale.
Court of Common Pleas, Union County Ohio
Order of Sale.

By virtue of the above stated writ to me directed
from the Court of Common Pleas of Union County, Ohio, I will offer at public
sale at the north door of the Court House in Marysville, Ohio on Saturday April
12th 1884, at or about the hour of one o'clock P. M. on said day the following
described real estate, to-wit:- Situate in Washington Township, County of Union
and State of Ohio, being a part of Virginia Military Survey No. 12 287, and bounded
and described as follows: Beginning at a stone in the center of the Shilpa road
and in the north line of said survey No. 12 287; thence with said survey line
South 81 1/2°, West 107 and 4/10 poles to a stone in the north-west corner of a tract
of land of six hundred acres, bought by A. T. Carpenter of William Williams, Jr.
of which this is a part; thence South 9 1/2°, East 71 and 6/10 poles to a stone in the
north-west corner of a tract of forty acres sold by A. T. Carpenter to Nathan Reed;
thence with his north line North 81 1/2°, East 108 poles to a stone in the Shilpa road
thence with the center of said road 7 1/2° West 71 and 6/10 poles to the beginning
containing 47 and 4 3/10 acres more or less. Appraised at \$ 30.00 per acre.
Thomas - Cash. March 12th 1884. A. T. Carpenter, Attorney
John H. Coburn 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 12th 1884.
M. O. Shaver.
Sworn to and subscribed before me, this 15th day of April 1884.
J. P. Branger, Clerk.

On the 16th day of April A. D. 1884, an Entry was made on the journal by
the Clerk of said Court which reads as follows, to-wit:-

Entry
4421
A. T. Carpenter Plaintiff
vs.
Open T. Mearns, Defendant

Entry

On motion of the plaintiff and on his producing
the return of the Sheriff of the Sale made under the former order of this Court and
the Court on careful examination of the proceedings of the said Sheriff being satisfied
that the same have been had in all respects in conformity to law and the order
of this Court, it is ordered that the said proceedings and sale be and they are
fully approved and confirmed. And it is further ordered that the Sheriff
convey to the purchaser A. T. Carpenter by and in fee simple the lands and
tenements so sold, and the said purchaser is hereby authorized to all the
rights he already has by virtue of his lien for purchase money for said
premises, so far as said lien may be paid herein for the protection of his
title) and a writ of possession is awarded to put said purchaser in

possessions of said premises. And the Court coming now to distribute the proceeds of said sale amounting to \$1045.⁰⁰ it is ordered that the Sheriff out of the moneys in his hands pay: First; the costs of this action taxed to \$29.79. Secondly: To the plaintiff the amount heretofore found due him, with interest to wit \$234.⁵⁰. Thirdly: It appearing that there is still owing to plaintiff one said indebtedness, seven notes of \$142.²⁵ each on the sum of \$996.⁰³ which while not yet due is secured by said mortgage and is the first or best lien thereon, it is ordered that the balance remaining in the Sheriff's hands be also paid to the plaintiff to apply on said indebtedness to wit: the sum of \$780.71

Attest J. Q. Buquene Clerk
By A. R. Buquene Deputy

Plas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the town of Mansville within and for the County of Wayne of the third Subdivision of the Sixth Judicial District of the State of Ohio on the fourteenth day of April in the year of our Lord One Thousand Eight Hundred and Eighty Four. Heretofore to wit:-

On the 25th day of August A. D. 1883 the following Petition was filed with the Clerk of said Court, viz:-

Sampson Blue a minor, who brings and presents this action by James L. Fish his next friend, Plaintiff

The State of Ohio
Wayne County, ss.

Petition

vs
Austin Bailey, Josephine Spear, Charles Spear, Mary Daniels, Charles Kardin a minor over 14 years of age, Nelson Kardin a minor over fourteen years of age, Cora Blue and Annora Blue minors under fourteen years of age, George Rosette, Defendants.

To the Court of Common Pleas
Petition

4305

The said Sampson Blue a minor who brings and presents this action by James L. Fish his next friend says that on or about the 30th day of December 1878 one Mervin Blue the father of this plaintiff who was then in full life but now deceased being the owner in fee simple of the land hereinafter described by deed of general warranty conveyed the same to one Isaac Kardin and that on said day the said Isaac Kardin by deed of general warranty conveyed the same to Mary A. Blue Cora Blue Annora Blue and this plaintiff. That said Mary A. Blue went into immediate possession of said premises said held and had the use rent and profit of the same until her death which occurred about the first day of August 1883. The said Mary A. Blue died seized in fee simple of the undivided one fourth part of said premises, and she left surviving her husband the said Austin Bailey (he being her husband by second marriage, after the death of said Mervin Blue) and the following named children her only heirs at law and legal representatives, to wit:- Josephine Spear, a daughter who is entitled to 1/4 part of said premises; Clara Daniels a daughter who is entitled to 1/4 part thereof; Charles Kardin a son who is entitled to 1/4 part thereof, Nelson Kardin a son who is entitled to 1/4 part thereof, Cora Blue who is entitled to 1/4 part thereof by inheritance and 1/4 part thereof by said said deed making in all 3/4 parts thereof. Annora Blue a daughter who is entitled to 1/4 part by

tribute the proceeds
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 Common Pleas
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 & filed with the
 of Ohio
 County, ss.
 out of Common Pleas
 Petition
 Sampson Blue
 his next friend says
 Blue the father of
 the minor in fee
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 said Isaac Kardin
 re David Blue
 next into joint
 and profit of
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 divided one
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 only heir at law
 is entitled to
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 thereof, Nelson
 who is entitled to
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inheritance and 1/4 part by deed making in all 3/4 part thereof and this plaintiff
 Sampson Blue has a legal right to and is seized in fee simple by said deed of
 the undivided one fourth part thereof and the above named heirs of said Mary
 A. Blue are tenants in common with plaintiff in said premises in the part
 and portions hereunto for stated. The deed for said premises from said Isaac
 Blue to said Isaac Kardin has not yet been recorded but is under the
 control of said Aultman Bailey. The other deed is recorded in Book 47 Page
 276-277 of the Records of said County. Said Real Estate is described as follows:-
 Situate in the County of Union and State of Ohio, Part of Military Survey No. 9920
 Beginning at the center of Rush Creek where it crosses the line of Lots Nos. 5 and 8
 of a subdivision of said Survey: thence N. 10. W. 81 poles to a stone - thence S. 80
 W. 10 1/2 poles to a stone S. E. corner of lands of Mary A. Kardin: thence N. 10
 W. 105 poles to a stone in the center of the Rush Creek Grand Road; thence S.
 66 E. 133 poles to a stake in the center of said road and in the line of
 Lot 4 of Survey, thence with the west line of lands that belong to the heirs of
 Jo. Cannon S. 9 E. 51 poles crossing the creek to a white walnut marked
 for a corner. Thence S. 40. W. 15 poles to a stone 2 rods from the center of the
 creek, thence S. 84 W. 46 poles to the center of said creek; thence up said creek
 and with the meanders thereof to the place of beginning: Containing 73
 acres and 146 poles. Being same land described in a deed recorded in
 Book 47 page 276-7. Said Josephine Spores is intermarried with Charles
 Spores and they live in Wickburg County Ohio. Clara Daniels is intermarried
 with Perry Daniels and they live in Union County Ohio. Charles Kardin is
 a minor over fourteen years of age and has no settled place of residence.
 Nelson Kardin is a minor over fourteen years of age and lives in Kardin
 County Ohio. David Blue and Amira Blue are minors under fourteen years
 of age and they live with Aultman Bailey in Kardin County Ohio. Said
 George Rosetta is now in possession of said premises but as plaintiff claims he
 has no legal right to the same or to hold the possession thereof. The plaintiff desires to
 hold his interest in said premises in severalty.
 2^d Cause of Action:- The plaintiff says that the net rental value of said premises
 since the beginning of the year 1878 has been \$400.⁰⁰ per year and that said
 Mary A. Blue has received the same, this plaintiff's share being \$100.⁰⁰ per
 year, making in all five hundred dollars; for which this plaintiff is enti-
 tled to an account with interest. Wherefore this plaintiff prays that
 judgments may be made of said premises and if in opinion of the Court the
 same can be done in this action an account may be taken of the amount
 due the plaintiff as net and profit of said lands and the same doled to
 him and that plaintiff's interest in said premises may be set off to him in
 severalty but if this can not be done without manifest injury then that such
 decree may be rendered and such proceedings had as are authorized by
 law and to the Court may seem just and proper. That the right of said
 George Rosetta if any may be determined and said unrecorded deed
 established and brought in.
 J. L. Cameron, Attorney for Plaintiff
 State of Ohio
 Union County, ss. J. L. Cameron being first duly sworn deposes and says that
 the plaintiff Sampson Blue is an infant under 21 years of age and that
 I am his Attorney duly authorized and that the facts stated and

allegations made in the foregoing petition are true and verily believe
J. D. Cameron.

Sworn to before me by J. D. Cameron and by their request in my presence this
24th day of August 1883.
J. Q. Burgener Clerk.

Procipe } Court of Common Pleas Union County, Ohio
 } Waverly, Aug. 25th 1883
 } Arthur Bailey et al. Defendants

To the Clerk of said Court:-
I have summons to Haudin Co for Arthur Bailey, Annice Blue minor under
fourteen years of age, Nora Blue minor under fourteen years of age, Nelson
Haudin - To Sheriff of Union Co for George Rosette, Clara Daniels, Percy Daniels
and Charles Haudin - To Sheriff of Licking Co for Josephus Spears and
Charles Spears
J. D. Cameron

On the 25th day of August A. D. 1883, a summons was issued by the
Clerk of said Court which reads as follows, viz:-

Summons } The State of Ohio }
4305- } Union County ss }
 } To the Sheriff of the County of Haudin, greeting:-
 } We command you to notify Arthur Bailey, Annice Blue minor under
 } fourteen years of age, Nora Blue minor under fourteen years of age and
 } Nelson Haudin that they and others have been sued by Sampson Blue, one
 } in fact by his next friend J. D. Fish in the Court of Common Pleas of Union
 } County, and that unless they answer by the 22nd day of Sept. A. D. 1883 the
 } petition of said plaintiff against them filed in the Clerk's Office of said Court
 } such petition will be taken as true, and judgment rendered accordingly
 } You will make due return of this summons on the 3rd day of Sept. A. D. 1883.
 } Witness my hand and the seal of said Court this 25th day of August
 } A. D. 1883.
 } J. Q. Burgener, Clerk.

Not returned and filed Sept 4th 1883, Enclosed as follows to-wit:-

Shiff's Return } The State of Ohio }
 } Haudin County ss }
 } Received this 27th August 27th A. D. 1883, at ten o'clock A. M.
 } and pursuant to the command I served the same September 1st 1883 by delivering
 } a certified copy hereof with the endorsement thereon to each of the within
 } named Arthur Bailey and Nelson Haudin Haudin. And as commanded
 } by this writ I summoned each of the within named Annice Blue and
 } Nora Blue both of whom are minors, under fourteen years of age by deliver-
 } ing to each of them on the 1st day of September A. D. 1883, a certificate of the
 } within summons with the endorsement thereon. And finding no forward can
 } gather or mother of said minors in any County I at the same time delivered
 } a certified copy of this writ with the endorsement thereon to Arthur Bailey,
 } the father having charge of said minors, and with unknown said minors and
 } Shiff's Fee: Service 1.00, Mileage 50, Copy 1.25, Postage 10, Return 25, Total \$ 3 ¹⁰/₁₀₀

On the 25th day of August A. D. 1883, Summons was issued by the Clerk of
said Court to the Sheriff of Union County, which reads as follows, to-wit:-

Summons } The State of Ohio }
4305- } Union County ss }
 } To the Sheriff of the County of Union, greeting:-
 } We command you to notify George Rosette, Clara Daniels Percy Daniels
 } and Charles Haudin that they have been sued by Sampson Blue in fact
 } by his next friend James H. Fish in the Court of Common Pleas of Union

believe
process.
may preserve this
Clerk.

County, Ohio
file Aug. 25th 1883

the minor ward
of age, Nelson
and Perry Dardier
Spence and
Ammon
issued by the

Meeting:-
minor ward
of age and
Ammon Blue, on
behalf of Ammon
A. 1883 the
of said Court
accordingly
Sept. A. D. 1883.
2nd day of August
Clerk.
to-wit:-

at ten o'clock A. M.
1883 by delivering
to the within
and on comman-
Ammon Blue and
page by deliv-
of the
no judgment
has delivered
Arthur Bailey
and minor ward
Total \$ 3.⁰⁰
aided County, Ohio.
d by the Clerk of
to-wit:-

Meeting:-
side Perry Dardier
Blue an infant
Perry of Ammon

County, and that unless they answer by the 22nd day of September A. D. 1883 the
petition of said Plaintiff against them filed in the Clerk's Office of said Court such
petition will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 3rd day of September A. D. 1883
Witness my hand and the seal of said Court this 25th day of Aug. A. D. 1883

Writ returned and filed August 29th 1883, Endorsed as follows:-
The State of Ohio }
Union County, ss } Sheriff's Return

Received this Writ August 25th A. D. 1883, at three o'clock P. M.
and pursuant to its command, on the 29th day of August A. D. 1883, I served
the same by delivering a true copy of this writ with endorsements thereon to
each of the within named defendants.

Sheriff's Fees:- Service 75, Mileage 4.00, Copy 80, Total \$ 5.⁵⁵

John H. Cobensack Sheriff

On the 25th day of August A. D. 1883, summons was issued by the Clerk of
said Court to the Sheriff of Pickering County, Ohio, which reads as follows, to-wit:-

The State of Ohio }
Union County, ss } To the Sheriff of the County of Pickering, Ohio

4.30.5
The commandment given to notify Josephine Spence and Charles Spence that they
and others have been served by Sampson Blue an infant by James Fisk
his next friend in the Court of Common Pleas of Union County, and that unless
they answer by the 22nd day of September A. D. 1883, the petition of said prin-
tiff against them filed in the Clerk's Office of said Court, such petition will be
taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 3rd day of Sept. A. D. 1883.

Witness my hand and the seal of said Court this 25th day of
August A. D. 1883. J. D. Burgeon, Clerk

Writ returned and filed Sept. 3rd 1883, Endorsed as follows, to-wit:-

The State of Ohio }
Pickering County, ss } Sheriff's Return

Received this Writ August 30th A. D. 1883, at 7 o'clock A. M.
and pursuant to its command, on the 31st day of August A. D. 1883, I served
the same by delivering a true copy thereof with the endorsements thereon, person-
ally to the within named Josephine Spence, and also on same day I served the
same by leaving a true copy thereof with the endorsements thereon at the
usual place of residence of the within named Charles Spence, he being absent.

Sheriff's Fees: Service 75, Mileage 2.20, Copy 40, Postage 05, Total \$ 4.¹⁰

George W. Wall Sheriff of Pickering County Ohio

By A. J. Duddy, Deputy

Afterwards on the 24th day of September A. D. 1883, an Entry was made on the
Journal by the Clerk of said Court which reads as follows to-wit:-
Sampson Blue by J. D. Fisk his next friend Plaintiff }
vs. }
Arthur Bailey et al Defendants } Entry

Entry

4.30.5

It appearing to the Court that Charles
Harden and Nelson Hardin are both minors and further years of age and
have been duly and legally served with summons herein and have neglected
for more than 20 days since the return of service of summons upon them to
apply for the ad litem and that Dora Blue and Ammon Blue are
minors under 14 years of age and have each been duly and legally served

with summons. On motion of said plaintiff by J. D. Hammond his Attorney, -
J. W. Robinson is duly appointed guardian for the said for said minor defendants.
And now comes the said J. W. Robinson and in open Court accepts said ap-
pointment and files his answers on behalf of said minor defendants.

On the 24th day of September A.D. 1883, the following Answer of Guardian ad Litem
was filed with the Clerk of said Court to-wit:-
Sampson Blue by his next friend as Plaintiff

Answers

vs.
Arthur Bailey et al. Defendants

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

4305

Now comes J. W. Robinson Guardian ad Litem for Charles Hardin, Nelson Hardin, Vera Blue and Annina Blue and for answers to the plaintiffs petition says that he denies each and every allegation and averment in plaintiffs petition that is prejudicial to the rights of said infants and asks for said infants the protection of the Court.

J. W. Robinson Guardian ad Litem.

Attest on the 25th day of Sept. A.D. 1883 an Entry was made in the Journal by the Clerk of said Court which reads as follows, to-wit:-
Sampson Blue by his next friend J. D. Nash Plaintiff

Entry

Entry
for Partition

vs.
Arthur Bailey and other Defendants

4305

This day came the parties by their Attorneys and themselves this cause came on to be heard upon the pleadings of the parties and the evidence and was argued by counsel. On consideration whereof the Court being fully advised in the premises do find that the plaintiff has no legal title in the land is seized in fee simple of the undivided one fourth part of the premises in the petition described and that the other named defendants are tenants in common with the petitioner in said premises in the following proportions, to-wit:- The said Josephine Spear is entitled to the 1/4 part thereof subject to an estate in courtesy of said Arthur Bailey. Said Clara Daniels is entitled to the 1/4 part thereof subject to an estate in courtesy of said Arthur Bailey. Said Charles Hardin is entitled to the 1/4 part thereof subject to the estate by courtesy of said Arthur Bailey. Said Nelson Hardin is entitled to the 1/4 part thereof subject to an estate by courtesy in said Arthur Bailey. Said Vera Blue is entitled to the 1/4 part of said estate free from courtesy and the 1/4 part thereof subject to the courtesy of Arthur Bailey. The said Annina Blue is entitled to the 1/4 part thereof free and the 1/4 part thereof subject to the courtesy of said Arthur Bailey. That said Mary A. Blue had one estate in fee simple in the 1/4 part of said premises and she died leaving her husband Arthur Bailey surviving her.

The Court finds that said plaintiff is entitled to hold his part of said premises in severalty. It is therefore ordered by the Court that a writ of partition issue to the sheriff of said County of Union commanding him that by the acts of Abner Cheney, Daniel White and F. J. Sage, partition be made of said premises to the said several parties as follows: to the plaintiff one fourth part thereof to Vera Blue one fourth part thereof; to Annina Blue the one fourth part thereof and that the remaining one fourth being subject to the courtesy of said Arthur Bailey be divided to the said Josephine Spear, Clara Daniels, Charles Hardin, Nelson Hardin, Vera Blue and Annina Blue each one her only fourth part thereof subject to the rights of Arthur Bailey to the courtesy - and that if in the opinion of said commissioners partition cannot

In made they appear proceedings

Barry

Arthur

Answers

Writ of Partition

4305

On the Clerk of the Court

Writ of Partition

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Writ of Partition

Shirley

Return

A.

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In case of said premises without manifest injury to the value thereof, that they appraise the same both for county and subject to the same, and of his proceedings in the premises that the Sheriff return his proceedings forthwith. (17)

Prayer

as. Arthur Bailey et al. Dependents

Court of Common Pleas, Union County, Ohio

Mayeville, Sept. 25th 1883

To the Clerk of said Court:-

I am a Writ of Partition, to the Sheriff of said County in the above entitled case.

J. D. Kammere, Plff. Atty.

On the 25th day of September A. D. 1883 a Writ of Partition was issued by the Clerk of said Court which reads as follows to-wit:-

The State of Ohio } Writ of Partition
Union County, ss. }

Writ of Partition 4305

To the Sheriff of said County - Returning:

We command you, that without delay, by the words of Asberry Cheney Daniel White and T. J. Sager you cause partition to be made of the following described premises, situate in the County of Union and State aforesaid, to-wit: Part of Virginia Military survey No. 9925. Beginning at the center of Rush Creek where it crosses the line of lot No. 548 of a subdivision of said survey. Thence 10 N. 81 poles to a stone; thence S. 84. N. 10 1/2 poles to a stone S. E. corner of lands of Mary A. Kaudin; thence N. 10. N. 105 poles to a stone in the center of the Rush Creek gravel road; thence S. 66. E. 133 poles to a stake in the center of said road and in the line of lot No. 4 of survey; thence with the West line of lands that belong to the heirs of Joseph Kammere S. 9. E. 51 poles crossing the creek to a white walnut marked for a corner; thence S. 40° N. 15 poles to a stone 2 rods from the center of the creek; thence S. 84. N. 46 poles to the center of said creek; thence up said creek and with the meander thereof to the place of beginning containing 75 acres and 146 poles, being the same lands described in a deed recorded in book 47 page 246 & 7.

among the persons named herein, and in the following proportions, to-wit: To Sampson Blue 14 part, To Dora Blue 14 part, To Annina Blue 4 part and that the remaining one fourth part thereof being subject to County of said Arthur Bailey be divided to the said Josephine Speare, Clara Daniels, Charles Kaudin, Nelson Kaudin, Dora Blue Annina Blue each one twenty-fourth (1/24) part of said premises subject to the right of Arthur Bailey to the County. in pursuance of an order lately made, in and Court of Common Pleas, within and for the said County of Union, in a certain Petition for Partition submitted the said Sampson Blue by his next friend J. D. Wick is petitioner, and said Josephine Speare et al. are respondents and if in the opinion of said Commissioner, said premises cannot be divided without manifest injury to the value thereof, that they appraise the same both for county and subject to the same, and that you 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 in Ohio at the Court House in Mayeville Ohio, this 25th day of Sept. A. D. 1883
J. D. Kammere, Clerk.

Sheriff's Return

As commanded by the foregoing Writ of Partition, I have executed the same by the words of A. Cheney, D. A. White and T. J. Sager causing

Sherriff's Return

said partition to be made, as will appear by the report of the Commissioners herewith returned. Given under my hand, this day of A.D. 1883
Sheriff's Fee: Service 69, Mileage 3.20, Escorting Jail 1.00, Serving Docs 1.20, Rest of Court 2.00, Com. Fee 3.00, T. J. Sage, Engineer 4.00. Total \$15.00
John H. Coburn Sheriff

Commissioners' Report.

Sampson Blue, Plaintiff

Against

Arthur Bailey et al. Defendants

Court of Common Pleas

In Partition.

According to the command of the Court 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 can not be divided without manifest injury; and we do estimate the value of the same at - subject to the liability of Arthur Bailey at fifty-eight Dollars (\$58.00) per acre and fee of said County at Sixty-Six Dollars per acre.

Given under our hands, this 2nd day of October A.D. 1883

A. Whaley

D. A. White Commissioners

T. J. Sage

On the 3rd day of October A.D. 1883, an Entry was made by the Clerk in the Journal of said Court which reads as follows, to-wit:-

Sampson Blue, by his next friend J. L. Wick, Plaintiff

vs.
Arthur Bailey and others, Defendants

Entry

In Partition

On motions to the Court by J. L. Wick

Warrant counsel for the plaintiff and upon perusing the return of the Sheriff and the report of said Commissioners heretofore appointed and the same having been examined by the Court here and found in all respects correct and in conformity to law. It is hereby ordered that the said proceedings and report be and the same is hereby approved and confirmed, and thereupon either 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 according to law and that said Sale be free from the liability of Arthur Bailey and that the Sheriff retain his share in the proceeds at the present time of this Court the same having been adjourned until December 17th

Sampson Blue by his next friend J. L. Wick, Plaintiff

vs.
Arthur Bailey and others Defendants

Court of Common Pleas

Windsor County, Ohio

Magistrate 16th of Oct. 1883

In the Clerk of said Court:-
I now give Order of Sale in the above entitled case, to the Sheriff of said County J. L. Coburn Mgr. City

The State of Ohio

Order of Sale in Partition.

To the Sheriff of said County, Greeting:

In pursuance of the Order of our Court of Common Pleas, within and for the County of Windsor, at the September Term A.D. 1883, in a certain petition for Partition now pending in said Court, wherein Sampson Blue by J. L. Wick his next friend is petitioner and Arthur Bailey et al. are respondents, we command you that without delay, you proceed to sell at public auction, the lands and tenements in

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said petition described, to-wit: - Situate in the County of Warren and State of Ohio part of Virginia Military Survey No 7920 Beginning at the Center of Rush Creek where it crosses the line of lots Nos 5 and 8 of a subdivision of said Survey, Thence 10 West 5 of a subdivision of said survey; Thence 10 West 81 A. H. Cardin; Thence S. 10 West 105 poles to a stone in the center of the Rush Creek general road; Thence S. 66 E 133 poles to a stake in the center of said road and in the line of lot No 4 of said survey; Thence with the west line of lands that belong to the heirs of Joseph Campenon S. 7 E. 51 poles crossing the creek to a white walnut marked for a corner; Thence S. 40 West 15 poles to a stone 2 rods from the center of the creek; Thence S. 84 West 46 poles to the center of said creek; Thence up said creek and with the meanders thereof to the place of beginning; Containing 75 acres and 146 poles. Being same lands described in a deed recorded in book 47 pages 276 & 277. To be sold free from the conveyance of William Bailey. Appeared at 65⁰⁰ per acre, and that your proceedings in the premises you make known to our said Court of Common Pleas at this time; and have you then and there this writ.

Witness my hand and the Seal of the said Court at Marietta Ohio, this 16th day of October A. D. 1883.

[Seal]

J. D. Brougess, Clerk

This returned and filed December 29th 1883, indorsed as follows, to-wit: -
 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 Marietta Tribune a newspaper printed and in general circulation, in Warren County, Ohio, and on the 17th day of November A. D. 1883, 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; J. L. Fish bid the sum of 75 dollars per acre - no money being paid by the purchaser this writ held until ordered returned by plaintiff City - said sum being more than two-thirds the appraised value, and he being the highest and best bidder, was declared purchaser.

Sheriff's Fee: - Service 30, Mileage 16, Copy to Printer 30 Total \$ 76⁰⁰

John H. Coker, Sheriff Warren Co. Ohio

On the 29th day of December A. D. 1883 the following proof of Publication was filed with the Clerk of said Court, to-wit: -

Proof of Publication

Sheriff's Sale
 Sampson Blew & Co., Plaintiff
 vs
 Arthur Bailey et al. Defendants
 Court of Common Pleas, Warren County, Ohio
 On Order of Sale in Petition, free of all encumbrances
 By virtue of the above stated writ to me directed from the Court of Common Pleas of Warren County, Ohio, I will offer at Public Sale at the north door of the Court House in Marietta Ohio on Saturday, November 17th 1883, at or about the hour of one o'clock p. m. on said day the following described real estate: Situate in the County of Warren, State of Ohio, and being known and described as a part of Virginia Military Survey No. 7920

4305

Beginning at the center of Rush Creek where it crosses the line of lots Nos. 8 and 5 of a subdivision of said survey; Thence 10 West 81 poles to a stone; Thence South 80 West 10 1/2 poles to a stone, South East corner of lands of Mary A. H. Cardin; Thence North 10, West 105 poles to a stone in the center of Rush Creek general road; Thence South 66, East 133 poles to a stake in the center of said road in the

line of lot No 4 of survey - Thence with the West line of lands that belong to the heirs of Joseph Mansour, South 9, East 51 poles, crossing the creek to a white oak stump marked for a corner, Thence South 40 West 15 poles to a stone, and a white oak stump from the center of the creek; Thence South 84, West 46 poles to the center of said creek; Thence up said creek and the meanders thereof to the place of beginning, containing 73 acres and 146 poles. Being the same lands described in a deed recorded in Book 47, pages 276 and 277. Appraised at \$66.00 per acre. Terms of Sale - One third in cash, one third in two years, and third in two years, with interest on deferred payments secured by mortgage.
 Oct. 17th 1853 - 11th pg 13-50
 John Kobusack Sheriff
 J. L. Mansour Attorney.

The State of Ohio, Union County, ss.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the Marysville Tribune a newspaper of general circulation in the County of Union the first publication beginning with October 17th 1853.
 Sworn to and subscribed before me, this 29th day of December 1853.
 J. O. Swanwick Clerk.

On the 15th day of December A. D. 1853, a Motion to Carry on Sale was filed with the Clerk of said Court, which reads as follows, to-wit:-

Motion & Copy in Sale
 Sampson Blew by his next friend J. W. Fish, Plaintiff }
 vs. } Court of Common Pleas
 Nathan Bailey et al. Defendants } Motion to Carry on Sale.

The said plaintiff moves the Court here for an order confirming the sale heretofore made in this case and for an order of distribution of the proceeds of sale and an order to the Sheriff to make a deed to the purchasers for said property.

On the 18th day of December A. D. 1853, a Motion to set aside sale was filed with the Clerk of said Court which reads as follows, to-wit:-

Motion
 Sampson Blew et al. Plaintiff }
 vs. } Court of Common Pleas, Union County Ohio
 Nathan Bailey et al. Defendants } Motion

The defendant-Nathan Bailey moves the Court to set aside the Sale made to J. W. Fish for the following reasons:-
 First. The sale was for \$ per acre which is certainly too low the land being worth \$70.00 or \$75.00 per acre.

Secondly. The said J. W. Fish who bid said property off at said sale is the next friend by whom the petition is filed for partition in this case for Sampson Blew a minor under the age of twenty-one years - and incompetent to purchase the land in these proceedings.

Thirdly. The questions as to the right of a minor to file petition for partition by next friend was raised at the sale and this defendant not desiring to raise that question as the order of partition says he thinks that question did injuriously affect the sale.

Robinson and Piper Attorneys for Nathan Bailey

On the 27th day of December A. D. 1853, an Entry was made by the Clerk in the Journal of said Court which reads as follows, to-wit:-

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Sampeon Blue by J. L. Fish Plaintiff
vs.
Arthur Bailey et al. Defendants

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Entry

This day came the parties by their Attorneys
and therefore this cause came on to be heard upon the motions of the defend-
ants to set aside the sale and the plaintiff to confirm the sale heretofore made in
this case, and was argued by counsel and submitted. On consideration
whereof the Court being fully advised in the premises do find from the evidence
that at the time said sale was made parties interested and present
fair bidding and for that reason the said sale is set aside. But the Court
finds this action properly brought and on the motion and application
of the plaintiff and consent of defendants a new sale is hereby ordered and
the Sheriff is hereby commanded to proceed without delay and advertise
and sell said property according to law as heretofore ordered, and to
bring the proceeds into Court to await the further orders hereof.

Receipt
4305

Sampeon Blue by J. L. Fish Plaintiff
vs.
Arthur Bailey et al. Defendants
Court of Common Pleas, Mercer County, O.
Waynesville Dec. 29th 1883.

To the Clerk of said Court:
I have an Order of Sale in Partition in the above case to Sheriff of said
County of Mercer.
On the 29th day of December A.D. 1883 an Order of Sale was issued
by the Clerk of said Court which reads as follows, to-wit:-
Order of Sale in Partition

Order of
Sale
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The State of Ohio
Mercer 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 Mercer at the Sept. Term, A.D. 1883, in a certain
Petition for Partition, now pending in said Court, wherein Sampeon
Blue by J. L. Fish has next friend in petitioner, and Arthur Bailey 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 Mercer and State of Ohio, part of Tr.
Military Survey No. 9920 Beginning at the center of Bush Creek where it
crosses the line of lots No. 5 and 8 of a sub-division of said Survey,
Thence N 81 poles to a stone; Thence S 80 W. 10 3/4 poles to a stone S.
E. corner of lands of Mary A. Hardin; Thence N. 10. W. 10 3/4 poles to a stone
in the center of the Bush Creek Gravel Road; Thence S 66 E. 133 poles to a
stake in the center of said road and in the line of lot No. 4 of Survey
Thence with the West-line of lands that belong to the heirs of Joseph
Cameron S 9 E. 51 poles crossing the creek to a white oak about 7 inches
for a corner; Thence S 70 W. 15 poles to a stone 2 rods from the center
of the creek; Thence S 74 W. 46 poles to the center of said creek; Thence up
said creek and with the meander thereof to the place of beginning, con-
taining 75 acres and 146 poles. Being some lands described in a
deed recorded in Book 47 pages 276 and 277. To be sold for from
the corner of said Arthur Bailey. Appraised at \$66⁰⁰ per acre
and that you proceedings in the premises you make known to our
said Court of Common Pleas at their next term; and have you there

and this this writ. Return was made and the date of the said Court, at
Mansfield, Ohio, this 27th day of December A.D. 1883.
J. D. Rengas, Clerk.

Sherriff 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 Mansfield Tribune or newspaper printed and in general
circulation in Union County, Ohio: and on the 2nd day of February A.D.
1884, at one o'clock P.M. on said day, at the door of the Court House, in
said County, I offered for sale, at public auction the lands and tenements
described in this writ: And then came William D. Cameron who bid the
sum of \$47 ⁷⁵/₁₀₀ for the same. Total \$ 3640 ⁷⁵/₁₀₀ 1/3 - 12 13 ⁷⁵/₁₀₀
and said sum being more than two-thirds the appraised value: and he
being the highest and best bidder was declared the purchaser.

Sherriff's Fee: Service 30, Mileage 1.00, Copy to Deed 30, Bondage 19.25: Total \$ 20 ⁷⁵/₁₀₀
Deed 4.00. Recording Mortgage 1.25 Total \$ 26 ⁷⁵/₁₀₀

John H. Coburnack Sheriff of Union County, Ohio

On the 5th day of February A.D. 1884, the following Proof of Publication was
filed with the Clerk of said Court, to-wit:-

Sherriff Sale

Proof of Publication
Sampson Blue vs Plaintiff
vs
Arthur Bailey et al Defendants

Court of Common Pleas, Union County, Ohio
On Order of Sale in Partition

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 north door of the Court House, in Mansfield, Ohio, on
Saturday, February 2nd, 1884, at or about the hour of one o'clock P.M., on the
said day, the following described real estate, to-wit:- Situate in the County
of Union, State of Ohio, and being known and described as part of Virginia
Military Survey No. 2720. Beginning at the center of Rock Creek where it
crosses the line of lots Nos. 5 and 8 of a subdivision of said Survey; Thence
10 West 81 poles to a stone; Thence south 80 West 10 60 poles to a stone south
east corner of lands of Mary A. Hardin; Thence South 10 West 105 poles to a
stone in the center of the Rock Creek Gravel Road; Thence South 66 East 133 poles
to a stake in the center of said road and in the line of lot No. 4 of - Survey
Thence with the west line of lands that belong to the heirs of Joseph Cameron
South 7 East 51 poles crossing the creek to a white walnut marked for a corner;
Thence South 40 West 15 poles to a stone two rods from the center of the creek;
Thence South 84 West 46 poles to the center of said creek; thence up said creek
and with the meander thereof to the place of beginning. Containing 75 acres
and 176 poles. Being same lands described in a deed recorded in Book
47, pages 276 and 277. To be sold free from the liability of Arthur Bailey.
Appraised at \$66 ⁰⁰/₁₀₀ per acre. Terms of Sale - One third cash - one third in
one year and one third in two years with interest on deferred payments
secured by mortgage.

John H. Coburnack, Sheriff

John L. Cameron, Attorney.

Jan, 2nd 1884
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

Entry

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in the "Waynesville Tribune" a newspaper of general circulation in the County
of Union the first publication beginning with Jan. 2nd 1884

Sawyer to said subscribed before me, this 5th day of February 1884.

Afterwards on the - day of - A.D. 1884, an Entry was made on
the Journal by the Clerk of said Court which reads as follows, to-wit:-
Sampson Blue by his next friend, Plaintiff

Entry

vs.
Austern Bailey et. al. Defendants

4305

On petition of the plaintiff and
before producing the return of the Sheriff of his proceedings and sale
under the former orders of this Court. And the Court being satisfied
on examination thereof that the same have been had in all respects
according to law, that said proceedings and sale are hereby approved
and confirmed and the said Sheriff is ordered by and duly executed
to convey said premises to the purchaser William D. Wamsler in fee
simple free from encumbrance. It is further ordered that out of the proceeds of
said sale the Sheriff pay: First to the Treasurer of Union County, Fifty-
four 40/100 Dollars being the taxes and pecuniary due upon said premises
Secondly, to the Clerk of this Court the costs of this action, including a
counsel fee of \$64.⁰⁰, to J. L. Wamsler for his services, being taxed at
One Hundred and Sixty-five Dollars (\$165.⁰⁰) And as to all other and
further questions of distribution and questions of debts, profits and
improvements this case is continued.

Afterwards, on the 10th day of March A.D. 1884, an Answer was filed
with the Clerk of said Court which reads as follows, to-wit:-

Answer

Sampson Blue by his next friend et. Plaintiff

4305

vs.
Austern Bailey and others, Defendants

Now comes Austern Bailey in
his own right and as Administrator of the estate of Mary A. Blue decedent
for answer to the plaintiffs petition says that the said Austern Bailey is
the administrator of the estate of Mary A. Blue decedent, duly appoint-
ed Feb. 7th 1884 by the Probate Court of Union County Ohio where the
said Mary A. Blue died July 22nd 1883. He further says that at the time
the said Mary A. Blue obtained the deed for the premises in the petition
described she was the wife of said Manwah Blue who afterward died
March 17 1881, and she was also the mother of said Josephine Spear, Maria
Darius, Charles Hardier and Nelson Hardier by her first husband and
of Cora Blue and Virginia Blue by Manwah Blue her husband. That
the plaintiff Sampson Blue was a minor son of Manwah Blue by a
former wife. That during the life time of said Manwah Blue his said
child Sampson, also the said children of said Mary A. Blue and said
Mary A. Blue constituted the family of said Manwah Blue and he
continued to live and manage said land and supported said
family together with said Mary A. Blue and she had no control
over the same. That before the death of Manwah Blue he rented
the share of said Sampson Blue in said land, to-wit March 5th 1881

to Abraham Temple for a year and the seed was lost for that year and at an expense of \$68⁰⁰ including tax, Coste and Attorney's fee to obtain possession thereof. She obtained possession thereof but not until the Spring of 1882 and since that time she and her husband Arthur Bailey controlled the use thereof. That during all the time she used the same and before, the said Sampson Blue made his home with his mother and received his boarding and washing from her with the exception of the time he worked out which did not exceed half of the time. That during that time the said Mary A. Blue and her said husband Arthur Bailey made a large amount of improvements on said farm of a permanent character, to wit: she put of her own means constructed and built a frame dwelling house on said land of the value of five hundred and fifty dollars; Also a well of the value of seventy five dollars; Also the clearing of the value of fifty dollars; Also fruit and ornamental trees of the value of seventy five dollars; Also grading the yard around the house and barn of the value of seventy five dollars. All of which have added to the value of the farm more than the amount above charged. That the rental value of said farm is much less than the sum claimed in said petition and the value of the note less the taxes paid by said Mary A. Blue on said land is very much less than the value of said improvements. That said Mary A. Blue has maintained her other minor children up to the time of her death and her husband has maintained them since up to the 4th of December 1883 which is worth at least the sum of said purchase and perhaps more. The said Arthur Bailey as administrator aforesaid says the said Mary A. Blue did intertest leaving no other children except those mentioned aforesaid but she was in debt for several hundred dollars, which said administrator believes will exceed six hundred and may reach seven hundred dollars; and she left no personal estate and no lands except that mentioned in said petition and one half of a 2-3 acre lot in Union Township Ohio which the said Arthur Bailey furnished the purchase money. The said indebtedness of said estate will require nearly all of the said 1/2 of said purchase money arising from the sale in this cause and the said Arthur Bailey claims an interest in the balance by virtue of his rights as her surviving husband and he asks that so much as may be needed be awarded to him as Administrator as aforesaid to pay the debts of said estate and for other proper relief.

Robinson & Piper, Attorneys for Arthur Bailey
as Administrator and in his own right.

The State of Ohio
Union County, ss,

Arthur Bailey being duly sworn deposes and says he believes the allegations of the foregoing Oath are true.

Arthur Bailey
Sworn to before me and signed in my presence this 10th of March 1884
J. D. Bangs, Clerk.

Afterwards on the 15th day of April A. D. 1884, the following Application of John W. Blue Governor to act as next friend was filed with the Clerk of said Court to-wit:-

Sampson Blue by his next friend, Plaintiff

Arthur Bailey et al. Defendants

In Court of Common Pleas, Union Co. O.
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Application

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and says that since the action was commenced he has been appointed guardian of the estate of said Sampson Blue and has duly qualified to act as such and he hereby applies to this Court to be substituted as next friend in behalf of said Sampson Blue.

On the 15th day of April A.D. 1884, an Entry was made by the Clerk in the Journal of said Court which reads as follows, to-wit:-

Entry

vs.
Arthur Bailey et al. Defendants

Entry

4305

On motion to the Court and it being made to appear that since the commencement of this suit that John M. Blue has been duly appointed and qualified as guardian for the estate of said Sampson Blue, it is by the Court here ordered that said John M. Blue be and he is hereby substituted as next friend for said Sampson Blue in lieu of said J. L. Vick and the further proceedings in this case are ordered to be conducted in the name of said John M. Blue as guardian for said Sampson Blue. And therefore came said John M. Blue and filed his reply herein to the answer of said Arthur Bailey.

Afterwards on the 21st day of April A.D. 1884, an Entry was made in the Journal by the Clerk of said Court, which reads as follows, to-wit:-

Entry

vs.
John M. Blue, Plaintiff

Entry
In Partition

Arthur Bailey et al. Defendants

4305

This day came the parties by their Attorneys and submitted this cause to the Court upon questions of distribution as well as the questions of improvements made and profits and all matters in controversy between the parties. On consideration thereof the Court being fully advised in the premises do find that said Arthur Bailey has in open Court waived his right of dower in said lands and consented that the same be sold free from dower and the same has been so sold. The Court do further find from the evidence that the value of the rents and profits of said lands equal the value of the improvements and the Court finds that a fair and equitable adjustment of said questions is to let the rents and profits off-set the improvements. And it being made legally to appear to the Court that said Arthur Bailey has been duly appointed and qualified as administrator of said Mary A. Bailey's estate and that it will require about all of her share of said estate to pay and satisfy her indebtedness. It is ordered by the Court that the portion of said Mary A. Bailey's survivor in said premises be paid to said Arthur Bailey as his administrator to be by him accounted for as part of his duties as such administrator. That of the cash payment the said Sheriff pay \$5.68/100 additional cost and - to said Arthur Bailey as such administrator of said Mary A. Bailey - the sum of \$246.²⁵/₁₀₀ and that the notes for her share of the deferred payments be executed to him as such administrator. It is further ordered that said Sheriff pay one fourth of said cash payment - after paying cost expenses, taxes to each of the following persons to-wit:- To Sampson Blue one fourth, to John Blue

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one fourth part, to Annam. Blue, one fourth part. Also that notes for the deferred payments be issued to said parties one fourth each, to wit: Sampson Blue cash \$246 ²/₁₀₀ and notes due in one and two years from April 1st 1884 calling for \$303 ³³/₁₀₀ each. To Arthur Bailey Administrator, cash \$246 ²/₁₀₀, two notes due in one and two years from April 1st 1884 calling for \$303 ³³/₁₀₀ each. Nora Blue, cash \$246 ²/₁₀₀ and two notes due in one and two years from April 1st 1884, calling for \$303 ³³/₁₀₀ each. To Annam Blue, cash \$246 ²/₁₀₀ and two notes calling for \$303 ³³/₁₀₀ each. due in one and two years from April 1st 1884 said notes to be secured by mortgage on said premises and to bear interest at 6% from April 1st 1884. All rights of said Arthur Bailey against the estate of Macy A. Bailey claimed for improvements or otherwise and all rights of said estate against him are hereby saved to him and said estate.

Afterwards on the 25th day of April A.D. 1884, an Entry was made on the journal by the Clerk of said Court which recite as follows:-

Sampson Blue by his Guardian
John M. Blue, Plaintiff

Entry

vs.

Entry

Arthur Bailey, Defendant

4305

It appearing to the Court in this case that there is clerical error in the calculation in this case in this: first, the taxes should be 57 ²⁵/₁₀₀ instead of 54 ⁴⁰/₁₀₀, and the Attorney fee should be \$79 ⁶⁰/₁₀₀ instead of \$64 ⁶⁰/₁₀₀ making a total error of \$17 ⁸⁵/₁₀₀ which should be deducted ¹/₄ thereof from the cash payments heretofore received, and when paid out the same be deducted from the first note to be given

Attest J. Q. Burgess Clerk
By A. R. Burgess, Deputy

Plas before the Court of Common Pleas A. Price Judge of a Court of Common Pleas began and held at the Court House in the town of Macquille within and for the County of Union of the Third Subdivision of the Fourth Judicial District of the State of Ohio, on the fourteenth day of April in the year of our Lord One Thousand Eight Hundred and Eighty Four. Wherefore, to-wit: On the 25th day of January A. D. 1884, the following Petition was filed with the Clerk of said Court, to-wit:-

Morgan, Root & Co. Plaintiffs

vs.

Court of Common Pleas Union County Ohio
Petitioner

Petition

D. Wimmerberger Defendant

4439

The Plaintiffs say they are an association of persons doing a partnership business in Cleveland in the State of Ohio under the firm name and style of Morgan Root & Company. Plaintiffs further say that this their cause of action is a first cause of action is founded upon an account of which the following is a copy:-

Columbus, Ohio
Sales 167/249

Oct. 5th 1883

Cleveland, O. Oct. 15th 1883

M - D. Wimmerberger bought of
Morgan, Root & Company.

- Taxes, 90 19 -
x x -
R. R. -
S. -
90 19 -
12 86 -
31 28 7 -
4 36 -
66 16 -
30 24 -
30 05 -
50 14 -
10 20 -
2 17 -
50 24 -
That the
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II. So
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1- notes for each, to wit: and two Salmon Bailey 1 two years Cash \$246 9/11 1884. calling notes April 1st 1884 and to decur from Bailey account for hereby saved

Embly now follows:-

his case that this: first, mye fee of \$17. 85/- merit here- ed from the

Johnson Phos and for District of in Word One it: On the with the State

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and in the t & Company cause of is a copy:- 1883

company.

- Terms, 30 days less 5-per cent- 10 days less 6 per cent- Duplicate.

90 19 - 4 -	Oz. Shirts and Dr	\$4.00	\$16.00
x x - 4 -		4.50	18.00
Dr. B. - 13 -		16.00	5.50
S. - 13 -		18.00	6.00
9 of 2 - 13 -		16.50	5.50
1286 - 1 -	Shoes		6.00
31/287 - 3 -	Boots	4.20	12.75
436 - 1/2 -	Ward jackets	12.00	6.00
66/76 - 2 -	Shirts	2.25	4.50
	- 2 -	2.35	4.00
30 24 - 1 -	Shoes		5.50
300 5 - 1 -			4.50
50 14 - 1 -	Ward Horse		.80
10 20 - 1 -			1.00
2 17 - 1 -			1.00
6024 - 2 -		1.00	2.00
			\$99.55

That there is due and remaining unpaid upon said account the sum of Ninety-Nine and 5/100 Dollars which they claim with interest from November 15th 1883,

II. Second cause of Action Plaintiff says their second cause of action is founded upon an account of which the following is a copy:-

Salomon-Kuster
Sals 166 - 363
Cleveland, O: Nov. 5th 1883.

Wm. D. Weinberger
Brought of Morgan, Root & Company.

- Terms 30 days less 5-per cent. 10 days less 6 per cent. - Duplicate -

S. - 1 -	Oz. Shirts and Decourses	\$18.00	
4000 - 13 -		\$22.50	7.50
775 - 1 -			15.00
R. R. - 1 -			10.00
S.S. - 1 -			15.00
			\$65.50

There is due from the defendant to the plaintiff on this second cause of action the sum of Sixty-Two and 5/100 Dollars which they claim with interest from the 8th day of December A.D. 1883. Plaintiff therefore prays judgment against the defendant D. Weinberger for sum of One Hundred and Sixty-Five and 5/100 Dollars with interest on Ninety-Nine and 5/100 Dollars from Nov. 15th 1883, and interest on Sixty-Two and 5/100 Dollars from December 8th 1883.

Robinson & Piper Attorneys for Plaintiff

State of Ohio }
Union County, ss. } D. Piper being first duly sworn according to law says he is one of the attorneys of Morgan, Root and Co. duly authorized in the premises and that no member of the firm of Morgan Root & Co. is a resident of Union County Ohio and all are now absent therefrom and that the facts stated and allegations of the foregoing petition of Morgan, Root & Co. are true as he verily believes.

D. Piper.

Sworn to by L. Piper before me, and by him subscribed in my presence this 25th day of January 1884.

J. Q. Burgner, Clerk.

To Clerk:

Peaceful

Summons upon the Petition in the above case to Sheriff of Union County Ohio, for the defendant - O. Weinberger returnable according to law. Enclosed amount claimed \$165.⁰⁰ with interest on \$99.⁵⁰ from Nov. 15th 1883, and interest on \$65.⁵⁰ from Dec. 8th 1883.

Robinson & Piper, Attorneys for Plaintiffs

On the 25th day of January A. D. 1884, Summons was issued by the Clerk of said Court which reads as follows, to-wit:-
Summons in Action for Money Only.

Summons

The State of Ohio }
Union County, ss.

To the Sheriff of the County of Union, Greeting:-

4439

The command goes to notify O. Weinberger that he has been sued by Morgan, Root & Co. in the Court of Common Pleas of Union County and that unless he answers by the 23rd day of February A. D. 1884 the petitions of said Morgan, Root & Co. against him filed in the Clerk's Office of said Court, such petitions will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 4th day of Feb. A. D. 1884.

Witness my hand and the seal of said Court, this 25th day of Jan. A. D. 1884

J. Q. Burgner, Clerk.

Money Only. Amount Claimed, \$165.⁰⁰ and interest as follows; On \$99.⁵⁰ from Nov. 15th 1883, On \$65.⁵⁰ from Dec. 8th 1883.

Robinson & Piper Plaintiffs Attorneys

Not returned and filed

1884, Enclosed as follows, to-wit:-

Sheriff

The State of Ohio }
Union County, ss.

Sheriff's Return

Return

Received this Writ - January 25th A. D. 1884 at four o'clock P. M. And pursuant to its command on the 26th day of January 1884 I served the same by leaving a true copy of this Writ with endorsements thereon at the usual place of residence of the within named defendant O. Weinberger Sheriff fees:- Service 20, Mileage 2.56, Copy 20, Total \$3.⁰⁶

John H. Obermack Sheriff

Afterwards on the 17th day of April A. D. 1884, an Entry was made on the Journal by the Clerk of said Court, which reads as follows, to-wit:-

Entry

Morgan, Root & Co. Plaintiffs }
vs. }
O. Weinberger, Defendant

Money Only }
Entry

4439

Now come the plaintiffs herein and the defendant bring in default for answer and demurrer the Court find that the defendant has been duly served with process and that the allegations of the petitions are by him confessed to be true and that the defendant O. Weinberger is indebted to the plaintiffs in the sum of One hundred Sixty-Eight and 85/100 Dollars (\$168.⁸⁵). It is therefore considered by the Court that the said plaintiffs recover from the said O. Weinberger the said sum of One hundred Sixty-Eight and 85/100 Dollars (\$168.⁸⁵) with interest from April 17th 1884 and their costs herein expended taxed to \$

Attest J. Q. Burgner Clerk By J. Q. Burgner Deputy

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Plea before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the town of Marietta within and for the County of Union of the Third Subdivision of the Twelfth Judicial District of the State of Ohio, on the fourteenth day of April in the year of our Lord One Thousand Eight Hundred and Eighty Four.

Petitioner
4465

Letitia E. Gerner, Plaintiff
Against
George W. Gerner, Defendant

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

Plaintiff has been a resident of the State of Ohio for the year last past, and has a bona fide residence in the County of Union. On or about the 14th day of December 1880 at Union County Ohio she was married to the defendant. The following child was born of such marriage, to-wit: Grace May Gerner aged one year February 25th 1882. Plaintiff has at all times conducted herself toward the defendant as a dutiful and obedient wife. The defendant regardless of his marital duties for more than two years last past, has failed and willfully neglected to provide plaintiff with the common necessities of life, so that plaintiff has been compelled to live upon the charity of friends and her own exertions owing to the abandonment of plaintiff by defendant. That on or about the 27th day of January 1882 the defendant abandoned plaintiff and has since refused and neglected to live with plaintiff or provide for her in any manner whatever, and without any fault on plaintiff's part.

Wherefore plaintiff prays that she may be divorced from the defendant and that she may be decreed to have reasonable alimony, the custody of said child, and for all proper relief.

Broderick & W. Campbell, Attorneys for Plaintiff

The State of Ohio }
County of Union, ss. }
Letitia E. Gerner being sworn makes oath that she is the plaintiff herein, and that the facts stated in the foregoing petition are as affiant believes true.

Letitia E. Gerner.
Sworn to by the said Letitia E. Gerner before me and signed by her in my presence this 15th day of February A. D. 1884.

J. D. Burges, Clerk

Afterwards on the 5th day of March A. D. 1884, the following Affidavit for Publication was filed with the Clerk of said Court:

Affidavit
4465

Letitia E. Gerner Plaintiff
vs.
George W. Gerner, Defendant

Union County Ohio, Court of Common Pleas

Letitia E. Gerner, being sworn makes oath that the residence of the above named defendant George W. Gerner is to her unknown and that she can not with reasonable diligence ascertain the same, and that service of summons can not be made on him in said State of Ohio, as affiant truly believes.

Letitia E. Gerner
Sworn to by said Letitia E. Gerner before me and signed by her in my presence this 23rd day of February A. D. 1884.

Adam Whifford, J. P.

On the 30th of April A.D. 1884, the following Notice were filed with the Clerk of said Court, to-wit:

Divorce Notice

Proof of Publication 44 65

George W. Gerner, whose place of residence is unknown, will take notice that on the 15th day of February A.D. 1884 Petition E. Gerner filed her petition in the Court of Common Pleas of Union County Ohio, praying a divorce from said George W. Gerner, on the grounds of abandonment and gross neglect of duty, and for alimony and custody of child, and that said cause will be for hearing at the next term of said Court.

Burdick & W. Campbell Attorneys for Plaintiff

Waynesville, O, Feb. 21st 1884.

The State of Ohio, Union County, ss.

The undersigned being duly sworn, says that a copy of the annexed notice were published for six consecutive weeks in the Union County Journal a newspaper of general circulation in said Union County Ohio, the first publication beginning with February 21st 1884.

O. W. Henderson

Sworn to and subscribed before me this 30th day of April A.D. 1884

J. D. Burgeson, Clerk

On the 30th day of April A.D. 1884, an Entry was made in the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry 44 65

Petition E. Gerner, Plaintiff vs. George W. Gerner, Defendant.

Entry

This day this cause came on for hearing upon the petition and evidence, whereupon the Court 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-prec-ceeding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set-forth.

The Court further find upon the evidence adduced, that the defendant has been guilty of gross neglect of duty as set-forth in 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 Petition E. Gerner and George W. Gerner be and the same hereby is dissolved and both parties are released from the obligations of the same.

It is further ordered that the custody, care, education, and control of the said child (Hazel May Gerner) of the parties hereto, be, until further order, confided to the said plaintiff exclusively, and the said defendant is hereby enjoined from interfering in any manner with said child or with the plaintiff in her custody of her.

Attest J. D. Burgeson Clerk By A. R. Burgeson Deputy

Petition

44 63

Plea begun in the Court State of Ohio Petition Petta Joshua of this side rec'd D. 1880 State of Ohio the dep been past a plaintiff living friend to Temple Apoline

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Summons

44 60

Petta Joshua Issue the She On the Plea The A Union Open hole file County, delivered etc. and relief Court A. D.

Seal

Place before His Honor John A. Price, Judge of a Court of Common Pleas
begun and held at the Court House in the town of Mansville within and for
the County of Union of the State of Ohio, on the fourteenth day of April in the year of our Lord One Thousand
Eight Hundred and Eighty Four.

Quotations, To-wit: On the 11th day of February A.D. 1884, the following
Petitions were filed with the Clerk of said Court, viz:-
Petta Feizelle Plaintiff
vs.
Joshua Feizelle, Defendant

Petition
44 63

Plaintiff 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 3rd day of February A.
D. 1880, she was lawfully married to the defendant at Union County
State of Ohio, whom she prays may be made defendant herein.
Plaintiff further says that she has always conducted herself toward
the defendant as a faithful and obedient wife, yet the defendant has
been willfully absent from the plaintiff for more than three years last
past and has been wholly guilty of gross neglect toward the
plaintiff, furnishing her nothing during all of this time toward a
living or support in any way. Plaintiff therefore prays that upon the
final hearing of this case she be divorced from the defendant Joshua
Feizelle and that she be restored to her maiden name of Petta
Apoline and for all proper relief.

Petta Feizelle, Plaintiff }
vs }
Joshua Feizelle, Defendant }
Court of Common Pleas, Union County, Ohio.
Mansville, February 11th 1884

Receipt

To the Clerk of said Court:-
I have transmitted a copy of petition in the above case directed to
the Sheriff of Franklin County, Ohio, returnable according to law.
J. M. Kennedy, Attorney for Plaintiff.

On the 11th day of February A.D. 1884, Summons were served by
the Clerk of said Court which reads as follows, to-wit:-
Summons in Divorce.

Summons

The State of Ohio }
Union County, ss. } To the Sheriff of Franklin County:
You are Commaneded to notify Joshua Feizelle that Petta Feizelle
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 willful absence
etc. 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 23rd day of Feb.
A. D. 1884.

44 60

Witness my signature as Clerk of our said Court of Common
Pleas, and the seal of said Court at Mansville this 11th day of
Feb. A. D. 1884,
J. D. Burgess, Clerk

Seal
mm

In Action for Divorce. J. M. Kennedy Plaintiff's Attorney.

Sheriff
Return

Not returned and filed February 25th 1884, Endorsed as follows, to-wit:
Received at 5 o'clock on the 13th day of February A. D. 1884, and on
the 23rd day of February A. D. 1884. I served the same by leaving a true
copy thereof at the within named defendant's place of residence and
also a copy of the petition in this case.

Sheriff Fee: - Service 20, Copy 20, Mileage 3.25, Docket 25, Postage of Total: \$4.01
Louis Kammitow, Sheriff
By W. D. B. Little Deputy

Afterwards on the 28 day of April A. D. 1884, an Entry was made in
the Journal by the Clerk of said Court which reads as follows, to-wit: -

Entry

Retta Knigfelle Plaintiff
vs.
Joshua Knigfelle Defendant

Entry

This cause came on to be heard upon
the Petition of the plaintiff, the defendant being in default for answer
or demurrer and the Court being fully advised find as follows,
to-wit: First, that at the filing of this petition the plaintiff was a
bona fide resident of Union County Ohio.

4460

Second, That said parties were married as set forth in said plaintiff's petition.
Third; That the defendant had been willfully absent from the plaintiff
for more than three years next preceding the filing of this petition.

It is therefore considered ordered and adjudged that the marriage
relation heretofore existing between said parties be dissolved as to
both of said parties and that the plaintiff be restored to her maiden
name of Retta Arline and that she recover her costs of the defendant
taxed at \$.

Attest J. D. Burquer Clerk
By A. R. Burquer Deputy

Held before His Honor John A. Price Judge of a Court of Common
Pleas begun and held at the Court House in the town of Mansville within
and for the County of Union of the Third Subdivision of the Tenth Judicial
District of the State of Ohio, on the fourteenth day of April in the year of our
Lord One Thousand Eight Hundred and Eighty Four.

Petition

Wherefore, to-wit: On the 12th day of June A. D. 1883, the following
petition was filed with the Clerk of said Court, viz:
Hillbourn Jones & Co. Plaintiff

The State of Ohio
Union Co. Court of Common Pleas
Petitioner

vs.
Thommas B. Benton & Emma L. Benton Defendants

The plaintiff for first
cause of action herein says that it is a partnership formed for the purpose
of carrying on business in the State of Ohio, That the defendant Thommas
B. Benton is indebted to said plaintiff in the sum of Six Hundred
and Fifty Dollars with eight per cent interest from 3rd day of October
1882 on a promissory note of which the following is a copy with all the
endorsements thereon:

" \$650.⁰⁰/₁₀₀

Mansville, O. Oct. 2nd 1882 "

" On April 15th 1883 after date of promise to pay to order of "

4261

Entry
4261

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"Willbourne, Jones & Co. Six Hundred and Fifty Dollars, Value received, with
" eight per cent interest from Oct. 3" 1882.

T. B. Benton

There are no indorsements on said note.
Second cause of action, Plaintiff further says that to secure the payment of
said note the defendants duly executed and delivered to plaintiff their
mortgage deed of the date of October 16th 1882, conveying the following premises:
Situate in the County of Union and State of Ohio and in the Village of Mans-
ville being part of Lot No 9 in D. D. Welch's Addition to said Village and
bounded and described as follows, to-wit: - Beginning at the North
West corner of said Lot No. 9: Thence South thirty eight (38) feet to a stake
in line with partition fence; Thence East with said fence to a lot owned by
William Barber; Thence N. with said Barber's line thirty eight (38) feet to a
lot owned by William Brophy's heirs; Thence West with said line to the place
of beginning being the same premises conveyed to T. B. Benton by W. A.
Hullard and Mary A. Hubbard by deed dated April 2nd 1877. Said
Mortgage was conditioned that if the said Thomas B. Benton should pay
or cause to be paid unto the said Willbourne, Jones & Co. his promissory
note of the date of October 2nd 1882 for the sum of Six Hundred and
Fifty Dollars payable on the 15th day of April A.D. 1883 with eight per
cent interest from October 3rd 1882, then said mortgage to be void other-
wise to remain in full force and virtue in law forever. On the 17th
day of October A.D. 1882 at 8 o'clock A.M. said mortgage was left
with the Recorder of Union County, Ohio, for record and was after-
wards duly recorded in Volume 17 on page 602 of the Records of Mortgages
for said County. The condition of said mortgage has been broken and said
mortgage has become absolute. Plaintiff, therefore, asks judgment
against said Thomas B. Benton in said sum of Six Hundred and Fifty
Dollars with interest from the 3rd day of October 1882, at eight per cent and
that said premises may be sold free and clear of the dues of said Emma
L. Benton and the proceeds applied to the payment of said judgment
Powell & Fulton Attys. for Plaintiff.

The State of Ohio
Union County, ss. T. B. Benton being first duly sworn according to
law says that he is one of the attorneys for the plaintiff duly authorized
in the premises; that the said plaintiff is a non-resident of the County
and is now absent therefrom, and that he believes the facts stated and
allegations in the foregoing petition are true.

T. B. Benton.

Sworn to before me and subscribed in my presence by the said T. B.
Benton this 12th day of June A.D. 1883.

J. D. Bengner, Clerk

We hereby waive the issuing and service of summonses herein and enter
our voluntary appearance in said action.

T. B. Benton &
Emma L. Benton

Afterwards on the 18th of Jan. the following Entry was made in Journal by the Clerk
Willbourne, Jones & Co. Plaintiff

Entry

vs. T. B. Benton et al. Defendants } This day this cause came on to be heard.

Entry
4261

Attorney,
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upon the petition of the plaintiff and the evidence; the defendants, though they had entered their appearance in the said action, having failed to answer, demur or otherwise object to said petition of plaintiffs. On consideration whereof and the Court being fully satisfied in the premises find all the allegations of said petition to be true and that there is due to plaintiff upon the note and mortgage set out in the petition from the said Thomas B. Benton the sum of \$715.⁰⁰ with eight per cent interest from the 1st day of this term.

It is therefore considered and adjudged that the plaintiffs recover of said defendant Thomas B. Benton said sum of \$715.⁰⁰ with interest as aforesaid. It is further considered, adjudged and decreed that unless said Thomas B. Benton pay or cause to be paid to said plaintiffs said sum of \$715.⁰⁰ with interest as aforesaid within five days that an order issue to the Sheriff of this County commanding him to cause the premises described in plaintiffs petition to be appraised, advertised and sold according to law and that he apply the proceeds as follows: First, that he pay the costs of this action and taxes if any are unpaid; Second, that he pay to plaintiffs the amount of their judgment as above said; Third, that he return the surplus if any to the said Thomas B. Benton.

McIlhenny, Jones & Co. Plaintiffs

Principals

vs.

T. B. Benton et al. Defendant

Court of Common Pleas, Union County, O.
Maysville April 7th 1884

To the Clerk of said Court:-

Have an Order of Sale in the above case, to the Sheriff of said County Powell & Fullon Plaintiffs Attorneys

On the 7th day of April A. D. 1884, an Order of Sale was issued by the Clerk of said Court which reads as follows: To-wit:-

The State of Ohio } Order of Sale

Order of Sale

Union County, vs. } To the Sheriff of said County; Meeting:

4261

Whereas, at a term of the Court of Common Pleas held at Maysville, in and for said County, on the 17th day of Jan. A. D. 1884, in the case of McIlhenny, Jones & Co. Plaintiff, and T. B. Benton et al. Defendant, it was ordered, adjudged and decreed as follows, to-wit:- That unless said Thomas B. Benton pay or cause to be paid to said plaintiffs said sum of \$650.⁰⁰ with interest at 8% from Oct. 3rd 1882, within five days that an order issue to the Sheriff of this County commanding him to appraise, advertise and sell according to law the following lands and tenements: Situate in the County of Union and State of Ohio and in the Village of Maysville, being part of lot No 9 in D. D. Welch's Addition to said Village and bounded and described as follows to-wit:- Beginning at the North West corner of said lot No 9; thence South 38 feet to a stake in line with partition fence, thence East with said fence to a lot owned by William Barber; thence North with said Barber's line 38 feet to a lot owned by William Dwyer's line; thence West with said line to the place of beginning being same premises conveyed to T. B. Benton by W. A. Hubbard and Mary A. Hubbard by deed dated April 2nd 1877.

We therefore command you, that you proceed to carry said order judgment and decree into execution agreeably to the said Sheriff, and

Sheriff
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Appraisal

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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 7th day of April A. D. 1884.

Seal
of
Court

A. D. 1884.

J. D. Burquise Clerk

Sherriff
Return

The State of Ohio
Monroe County, ss.

Sherriff's Return

An obedience to the command of the Order of Sale hereunto annexed I did on the 7th day of April 1884, summon the Honorable, J. M. Allison, D. T. Elliott 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 7th day of April A. D. 1884, 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 \$500⁰⁰ 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 8th day of April 1884, it caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court House of said County on the 10th day of May A. D. 1884, at one o'clock, P. M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks; and in pursuance to said notice, I did on said 10th day of May A. D. 1884, at the time and place mentioned, proceed to offer said lands and tenements at public sale, and there and there came Millbourne Jones & Co who bid for the same the sum of Two Hundred and Sixty-Six and 75/100 Dollars and said sum being more than two-thirds of the appraised value thereof, and said Millbourne, Jones & Co. being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to them for the sum of \$566. 75/100

Sherriff's Fee: Service 30, Duty 30, Summoning and Swearing Appraisers 1.25, Writing Appraisal 30, Copy of Appraisal 30, Notice to Printers 30, Writing Notice 30, Mileage 40, Appraisers Fee 3.00, Printers Fee 10.50, Total \$16. 50

John Kobensack, Sherriff

On the 7th day of April A. D. 1884, the following Land Appraisal was filed with the Clerk of said Court, to-wit:-
Sherriff's Land Appraisal.

Appraisal

We the undersigned, disinterested freeholders and residents of the County of Monroe and State of Ohio, having been duly summoned and sworn by John Kobensack, Sherriff in and for said County, impartially to appraise, upon actual view, the following described Lands and Tenements, to-wit: Situate in the County of Monroe and State of Ohio and in the Village of Marysville being part of Lot No. 9 in D. D. Nelson's Addition to said Village and bounded and described as follows to-wit: Beginning at the North West corner of said Lot No. 9; thence South thirty eight (38) feet to a stake

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in line with partition fence; thence East with said fence to a lot owned by William Barber; thence N. with said Barber's line thirty eight (38) feet to a lot owned by William Peoples line; thence West with said line to the place of beginning being the same premises conveyed to V. B. Benton by W. A. Hubbard and Mary A. Hubbard by deed dated April 2^d 1877, to be sold on Order of Sale issued from the Court of Common Pleas of said County, in the action of Wilbourne, Jones & Co. Plaintiff against V. B. Benton et al Defendant do forthwith, after actual view of said premises, make return and say that the same are of the real value in money of Eight Hundred and Fifty Dollars given under one hand and seal this 7th day of April A. D. 1884

Wm. Howard
S. M. Allister
D. T. Elliott

The State of Ohio }
Union County, ss. } I hereby certify that the within named appraisers Wm. Howard, S. M. Allister and D. T. Elliott are freeholders and residents of said County, and were duly summoned and sworn by me to appraise the within described premises, this 7th day of April A. D. 1884
John Kobeneck Sheriff.

I hereby certify the within to be a true and correct copy of the original appraisal in said case. April 7th 1884
John Kobeneck Sheriff.

Afterwards on the 7th day of May A. D. 1884, a Proof of Publication was filed with the Clerk of said Court, which reads as follows, to-wit: -

Sherriff's Sale.

Proof of Publication }
Wilbourne, Jones & Co. Plaintiff }
vs. } Court of Common Pleas, Union County Ohio
S. B. Benton et al. Defendants } On Order of Court

By virtue of above stated writ to me directed from the Court of Common Pleas of Union County Ohio, I will offer for sale at the North door of the Court House, in Mansfield, Ohio, on Saturday May 10th 1884, at or about the hour of one o'clock P. M., on said day the following real estate to-wit: Situate in the town of Mansfield, County Union, State of Ohio, and being known and described as being part of lot No. 9 in D. D. Welch's addition to said village, and bounded as follows, to-wit: Beginning at the north west corner of said lot No. 9 thence south thirty eight (38) feet to a stake in line with partition fence thence east with said fence to a lot owned by William Barber; thence north with said Barber's line thirty eight (38) feet to a lot owned by William Peoples line; thence with said line to the place of beginning being the same premises conveyed to V. B. Benton by W. A. Hubbard and Mary A. Hubbard, by deed dated April 2^d 1877. Appraised at \$ 850.⁰⁰ Terms of sale cash. John Kobeneck Sheriff of Union County, Ohio
April 9th 1884 - 507/10. ss.

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 Mansfield Tribune, a newspaper of general circulation in the County

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Sumo to court subscribed before me, this 9th day of May 1884

W. O. Shuman

Afterward on the 17th day of May A. D. 1884, an Entry was made by the Clerk in the Journal of said Court which made as follows, to-wit:-

J. D. Buegner Clerk.

Entry

T. B. Beulow et al. Plaintiff
vs.
T. B. Beulow et al. Defendant

Entry.

4261

This day this cause came on to be heard upon the motion of the plaintiffs by Powell and Mullon their Attorneys to confirm the sale of real estate made herein by the Sheriff of this County on the 10th day of May A. D. 1884, to the said plaintiffs, as an order of sale issued in this case and dated the 7th day of April A. D. 1884, and the Court on examination of said proceedings being satisfied that said sale has been made in all respects in conformity to law, it is ordered that the said sale and proceedings be and the same is hereby confirmed and the said Sheriff is ordered to make to the purchaser a deed in fee simple for the lands and tenements so sold.

Attest J. D. Buegner Clerk
By A. R. Buegner Deputis

Now before His Honor John A. Price, Judge of a Court of Common Pleas begun and held at the Court House in the town of Marietta within and for the County of Union of the Third Sub-division of the Tenth Judicial District of the State of Ohio, on the fourteenth day of April in the year of our Lord One Thousand Eight Hundred and Eighty-Nine.

On the 21st day of April A. D. 1884, the following Petition and Answer were filed with the Clerk of said Court, to-wit:-

Petition

Petition and Answer in Cognovit.
The State of Ohio, Union County, ss.
The Bellefontaine National Bank, Plaintiff
vs.
William M. Haines, Allen Haines and Jack T. Haines, Defendants

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

4325

The above named plaintiff says; It is a corporation duly organized under the laws of the United States, that there is due from William M. Haines, Allen Haines and Jack T. Haines Defendants, as a promissory note made by the defendants William M. Haines, Allen Haines and Jack T. Haines dated the 1st day of December A. D. 1883, which note with the warrant of Attorney thereto annexed, is hereto attached, the sum of Five Hundred and Fifty-four Dollars and Twenty-six cents, with interest thereon at 8 per centum per annum from the 31st day of March A. D. 1884. The plaintiff further says that it is the legal owner and holder of said note, that the same is due and unpaid, and that there are no credits or endorsements thereon whereupon the plaintiff asks judgment against said defendants for the sum of Five Hundred and Fifty-four Dollars and Twenty-six cents, with interest thereon from the thirty first day of March A. D. 1884, at the rate of

8 per centum per annum.

M^r. Laughlin & Dow Attorneys for Plaintiff

The State of Ohio }
Logan County ss. } Duncan Dow being duly sworn, says, he is one of the
Attorneys of plaintiff, duly authorized herein, that plaintiff is a corporation.
Affiant further says that he believes the statements and allegations in the
foregoing petition to be true, and affiant further says that this action is
founded upon a written instrument given for the payment of money only.

Duncan Dow

Subscribed by Duncan Dow in my presence, and sworn to by him before
me, this 17th day of March A.D. 1884.

Seal
554

J. Alder Notary Public
Bellefontaine, O. Dec. 1st 1883.

" One Hundred and Twenty days after date, we, or either of us "
" promise to pay the Bellefontaine National Bank, or order Five Hundred "
" and Fifty Four and 2/100 Dollars, for value received, with interest at eight "
" per centum per annum, after maturity. And we hereby authorize and "
" empower any Attorney at Law, at any time after the above note becomes "
" due to appear for us or any of us in any Court of Record and receive "
" the issuing and service of process and confer a judgment against us "
" jointly or severally, or against any of us for the amount of said note and "
" interest and costs in favor of the legal holder of said note, and to release "
" all errors and waive all right of appeal, and all right to file any petition "
" in error. Witness our hands and seals this 1st day of December A.D. 1883.

Wm. M. Haines
Allen Haines
Jack V. Haines

The Bellefontaine National Bank, Plaintiff }
vs. }
William M. Haines, Allen Haines }
and Jack V. Haines, Defendants }

In the Court of Common Pleas
Seneca County, Ohio
Defendants Answer

And now come William M. Haines,
Allen Haines and Jack V. Haines the above named Defendants by the under-
signed J. L. Cameron Attorney and receive 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 Five Hundred
and Fifty Six Dollars and Seventy Eight 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 waived and Defendants right to appeal and to the
appraisal of real estate levied on by virtue of any execution issued on the
judgment in this case is hereby waived.

April 21st A.D. 1884.
The Bellefontaine National Bank, Plaintiff }
vs. }
William M. Haines, Allen Haines }
and Jack V. Haines, Defendants }

Journal Entry

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Mr. Laughlin & Dow, attorneys, and thereupon came J. D. Cannon 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 return and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of attorney, confesses that there is due from said Defendants to said Plaintiff as is alleged in said plaintiffs petition, the sum of \$556.⁷⁵/₁₀₀. It is therefore considered that said plaintiff do recover of said Defendants the said sum of \$556.⁷⁵/₁₀₀ 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. D. Cannon Clerk By A. R. Burger Deputy

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 Third Sub-division of the Tenth Judicial District of the State of Ohio, on the fourteenth day of April in the year of our Lord One Thousand Eight Hundred and Eighty Three.

On the 3rd day of May A.D. 1884, the following Petition and Answer were filed with the Clerk of said Court, to-wit:-

Corbett & Boerger Plaintiffs Against John P. Jones and William Schatz Defendants	The State of Ohio, Union County, ss. In the Court of Common Pleas. Petition.
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The plaintiffs say that they are a partnership formed for the purpose of and doing business within the State of Ohio and not incorporated. Plaintiffs further say that the Defendant John P. Jones and William Schatz on or about the 28th day of April A.D. 1883 executed and delivered to the said plaintiffs 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 they are the legal owners and holders thereof, and that there is still due them thereon from said Defendants, the sum of One Hundred and Fifty Dollars, with interest at the rate of six per centum per annum from the 28th day of April, A.D. 1883 to the 28th day of April 1884 and at the rate of eight per cent from the 28th day of April 1884.

Wherefore, the plaintiffs ask judgment against said Defendants for the sum of One Hundred and Fifty Dollars, with interest thereon at the rate of six per centum per annum from April 28th 1883 to April 28th 1884 and with interest at eight per cent from the 28th day of April A.D. 1884, and for costs of suit.

The State of Ohio }
 Union County, ss. } A. V. Caspeler, Plaintiff's Attorney
 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 truly believes the statements contained in the foregoing petition are true, in

substance and in fact.

Sum to by said A. V. Carpenter, before me, and by him subscribed in my presence, this 2nd day of May A. D. 1882.

A. V. Carpenter.

J. D. Benguer, Clerk.

Waynesville, Ohio, April 28th 1883

Note " \$150⁰⁰
 " One year after date for value received, we or either of us, promise
 " to pay Donald & Benguer or order, at Waynesville, Ohio, One Hundred
 " and Fifty Dollars with Six per cent interest after date and eight per cent
 " after due. And we hereby dispense with demand of payment, protest
 " and notice of non-payment of this Note, and authorize any Attorney
 " at Law to appear for us, or either of us, at any time after the same
 " shall become due, in any Court of Record in the State of Ohio, or
 " elsewhere and receiving the issuing and service of process, to confess
 " judgment against us, or either of us, in favor of the holder or holders
 " of this Note for the amount of said Note, and interest on the same at the
 " rate of 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 right of appeal in this behalf.
 " Witness our hand and seal this 28th day of April 1883.
 " P. O. Williard, County, Franklin, State, Ohio.
 " John P. Jones ^{seal}
 " William Schatz ^{seal}

Answer
 45-30
 Donald & Benguer Plaintiffs }
 Against }
 John P. Jones and Wm Schatz, 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 A. J. Johnston 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 Donald & Benguer, Plaintiff against said John P. Jones and William Schatz Defendants, and waive the issuing and service of process therein, and confess a judgment in favor of the said Donald & Benguer against said John P. Jones and William Schatz for the sum of One Hundred and sixty-nine Dollars and Fifteen Cents, Currency, being the amount appearing due for Principal and interest on said promissory Note, and also for Costs of Suit, and I do hereby release all errors and waive all right of appeal.

J. B. Johnston Defendants' Attorney.

Entry
 45-30
 Donald & Benguer Plaintiff }
 vs. }
 John P. Jones & Wm Schatz, Defendants }
 Entry

This day came the plaintiffs by A. V. Carpenter their attorney and thereupon came J. B. Johnston 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, received 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 \$169¹⁵. It is therefore considered that said plaintiffs do recover of said Defendants the said sum of One Hundred and Sixty-nine and ¹⁵/₁₀₀ 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

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rate of eight per centum per annum. And by virtue of said warrant of Attorney all suits are allowed, and all right of appeal, and all right to file a petition in error are waived.

Attest J. D. Buzgner Clerk
By A. R. Buzgner Deputy

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 Maquille within and for the County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the fourteenth day of April in the year of our Lord One Thousand Eight Hundred and Eighty Three.

On the 2nd day of May A. D. 1884 the following Petition and Answer were filed with the Clerk of said Court, to-wit:-

Petition and Answer in Cognovit-
Tullington and Phellis, Plaintiffs }
as } The State of Ohio, Union County, ss.
Kant and Woodruff and L. Martin Defendants } In the Court of Common Pleas
Petition
Civil Action for Money Only.

The plaintiffs say that they are a partnership 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 Kant & Woodruff and L. Martin, Defendants on a promissory note made by the Defendants, Kant & Woodruff and L. Martin dated the 3rd day of July A. D. 1884, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of One Hundred and Fifty Dollars with interest thereon at eight per cent from the 1st day of October A. D. 1884. The Plaintiffs further say that they are the legal owner and holder of said note, that the same is due and unpaid and that there is now due to plaintiffs on said note from said defendants the sum of One Hundred and Fifty Dollars with 8 per cent interest from October 1st 1883. That said Kant & Woodruff are a partnership formed for the purpose of carrying on business in the State of Ohio. Whereupon, the Plaintiffs ask judgment against said Defendants for the sum of One Hundred and Fifty Dollars, with interest at eight per cent from the 1st day of October A. D. 1883.

Porter & Porter Attorneys for Plaintiffs

The State of Ohio }
Union County, ss. } E. W. Porter being duly sworn makes oath that he is one of the attorneys for the above named plaintiffs, and says that he believes the statement in the foregoing Petition to be true. He further says that this action is founded upon a written instrument for the payment of money and such instrument is in affiant's possession as such attorney.
E. W. Porter

Subscribed by E. W. Porter in my presence, and sworn to by him before me this 2nd day of May A. D. 1884
J. D. Buzgner Clerk of Courts
Maquille Ohio July 3rd 1883

" \$ 150⁰⁰/₁₀₀
" Krinity days after date, as principal debtors we jointly and severally promise to pay to the order of Tullington & Phellis, One Hundred and Fifty Dollars for value received, and we hereby disburse with demand of payment of this note and authorize any Attorney at

"I am to appear for me, or either of me, 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 3rd day of July 1883
 "Done Oct. 1st 1883
 "H. Cant & Woodcock
 "L. Martin

Sullington & Phillis Plaintiffs
 vs.
 Cant & Woodcock and
 L. Martin Defendants

In the Court of Common Pleas
 Union County, ss.
 Defendants Answer.

Answer

43-31

And now come Cant & Woodcock and
 L. Martin the above named Defendants, by the undersigned John W.
 Brudick 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 One Hundred &
 Fifty Seven Dollars, the amount appearing due for principal and interest
 on said note, and also consent that judgment be entered in the same
 manner against Defendants for costs of this action, and all errors are
 hereby released, and Defendants right to appeal and to the appraisal of real
 estate lands or by virtue of any execution issued on the judgment in
 this case, hereby waived. Wm 3rd A.D. 1884.

John W. Brudick Attorney for Defs

Sullington & Phillis Plaintiffs
 vs.
 Cant & Woodcock and
 L. Martin, Defendants

Entry

This day came the Plaintiffs by Porter & Porter
 their Attorneys and thereupon came John W. Brudick 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 issu-
 ing and service of process and interest appearance of said Defendants herein
 and by virtue of the same warrant of Attorney, confessed that there is due
 from said Defendants to said Plaintiffs as is alleged in said plaintiffs
 petition, the sum of \$157.⁰⁰. It is therefore considered that said Plaintiffs
 do recover of said Defendants the said sum of One Hundred and Fifty Seven
 Dollars, 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. Q. Burgess Clerk
 By A. R. Burgess Deputy

Petition

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Please before His Honor John A. Rice, Judge of a Court of Common Pleas begun and held at the Court House in the town of Wadsworth within and for the County of Union of the Third Subdivision of the Sixth Judicial District of the State of Ohio on the fourth day of April in the year of our Lord One thousand Eight hundred and Eighty Four.

On the 5th day of May A. D. 1884, the following Petition and Answer in Cognovit were filed with the Clerk of said Court, to-wit:

Petition
vs.
J. M. Hoskins, H. W. Hoskins and E. D. Pitte, Defendants

The State of Ohio, Union County, ss.
In the Court of Common Pleas
Dial Action for Money Only.

Philip M. Horgan the above named Plaintiff says that there is due to him from J. M. Hoskins, H. W. Hoskins and E. D. Pitte Defendants, on a promissory note made by the Defendants, J. M. Hoskins, H. W. Hoskins and E. D. Pitte dated the 26th day of October A. D. 1884, which note with the account of Attorney, Skinto annexed, is hereto attached, the sum of Five Hundred Seventy-two and 2/100 Dollars with interest thereon at 8% from the 26th day of October A. D. 1884. The Plaintiff further says that he is the legal owner and holder of said note, that the same is due and unpaid. Whereupon, the Plaintiff asks judgment against said Defendant for the sum of Five Hundred and Seventy-two Dollars and Fifty cents with interest at 8% per cent from the 26th day of October A. D. 1884 and eight per centum per annum payable annually

Robinson & Piper, Attorneys for Pl.ffe.

The State of Ohio }
Union County, ss. } D. Piper being duly sworn says he is one of the duly authorized Attorneys of the above named Plaintiff and says that he believes the statement in the foregoing Petition to be true. He further says that the said Plaintiffs Action is based upon a promissory note for payment of money duly made and now in possession of this affiant.

Subscribed by D. Piper in my presence, and sworn to by him before me, this 5th day of May A. D. 1884.

J. C. Gargan Clerk of Courts
Wadsworth, Ohio, Oct. 26th 1883

Note " \$ 572 ²⁰/₁₀₀
Six months after date, we principal debtors, we jointly and severally promise to pay to the order of Philip M. Horgan Five Hundred and Seventy-two and 2/100 Dollars for value received. And we hereby dispense with demand of payment of this note, and authorize any Attorney at Law to appear for us, or either of us at any time after the same shall become due in any Court of Record in the State of Ohio, or elsewhere, and 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 per cent interest payable annually after the same shall become due together with costs of suit and release all errors and receive all right of appeal in this behalf. Witness our hands and seals, this 26th day of October 1883.
J. M. Hoskins H. W. Hoskins E. D. Pitte

Annura
Philip M. Hanna Plaintiff
vs.
J. M. Hoskins, H. W. Hoskins
and E. D. Pitts, Defendants

Law Court of Common Pleas
Maine County, ss.
Defendants Answer.

4532

And now come J. M. Hoskins, H. W. Hoskins and E. D. Pitts the above named Defendants, by the undersigned R. L. Woodburn Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiffs petition and against the above named Defendants for the sum of Five Hundred Ninety-three Dollars and Twenty-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 Defendants for costs of this action, and all errors are hereby released, and Defendants right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case, is hereby waived.
May 5th A. D. 1884 R. L. Woodburn Attorney for Def'ts.

Entry

Philip M. Hanna Plaintiff
vs.
J. M. Hoskins, H. W. Hoskins
and E. D. Pitts, Defendants

Entry

4532

This day came the Plaintiff by Robinsons and 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 sworn, 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 Five Hundred and Ninety-three and ²¹/₁₀₀ Dollars.

It is therefore considered that said Plaintiff do recover of said Defendants the said sum of Five Hundred Ninety-three and ²¹/₁₀₀ 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 of appeal, and all right to file a petition in error are waived.

Attest J. D. Buzquee Clerk
By A. R. Buzquee Deputy

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