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Pleas before His Honor Sobert A. Peirce, 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 day of April in the year of our Lord One Thousand Eight Hundred and Eighty-Seven. Whereupon, To-wit:

On the 17th day of August A.D. 1877. the following Petition was filed with the Clerk of said Court:-

Court of Common Pleas.
Union County Ohio
Petition

W. O. Lawrence Trustee for the heirs of Lieutenant Edward Smith, deceased. Plaintiff
vs.
Henry Barth & Christiana Barth his wife. Defendants.

Petition

2551

The Plaintiff for cause of action number one says: That he is Trustee for the heirs of Lieutenant Edward Smith Deceased. That this cause of action is founded upon a promissory note of which the following is a copy:

" Sixty days after date I promise to pay to W. O. Lawrence Trustee of the "
" heirs of Lt. Edwd Smith, decd the sum of forty two hundred and Sixty- "
" four and 60/100 dollars with eight per cent interest till paid, for value rec'd. "
" $4267.60 (Signed) Henry Barth "
" March 28th 1877. "

No payments have been made thereon. There is due to the Plaintiff as such Trustee, from the defendant Henry Barth on said promissory note, the sum of Forty-two hundred and sixty-four and 60/100 dollars with interest at the rate of eight per cent per annum from the 28th day of March 1877. Wherefore the Plaintiff as such Trustee, asks judgment against the Defendant Henry Barth for said sum of Four Thousand Two Hundred and Sixty-four and 60/100 Dollars, with interest at eight per cent per annum from the 28th day of March 1877.

Cause of action second: For this second cause of action the Plaintiff says: That he is a Trustee for the heirs of Lieutenant Edward Smith Deceased. That on or about the 28th day of March 1877 the Defendants Henry Barth and Christiana Barth his wife, made, executed and delivered to the Plaintiff, as such Trustee, to secure the payment of a certain promissory note mentioned in the condition thereof, their mortgage deed of that date and thereby conveyed to the plaintiff as such Trustee and his successors and assigns the following lands and tenements, Situate in said County of Union, Ohio, to-wit: Part of U. M. Survey No. 9770, bounded as follows:- Beginning at a stake Beech bears S. 48 1/2° W. 27 Links. South East corner of 100 acres this day conveyed to the heirs of Frederick Moore Dec'd and on the East line of said Survey: thence with the said line S. 9° E. 186 1/2 Poles to a stake corner to 100 acres conveyed to Charles Barth; thence with Charles Barths North line S. 80° W. 155 Poles to a stake N. W. corner to said 100 acres in the West line of said Survey: thence with said line N. 9° W. 190 Poles to a stake South West corner of said Moores 100 acres: thence with the South line of said 100 acres N. 81° E. 157 3/10 Poles to the beginning Containing One Hundred and Eighty-five acres more or less.

The condition contained in said Mortgage Deed was, in substance "That if the said Henry Barth shall pay or cause to be paid unto the said W. O. Lawrence as Trustee for the heirs of Lt. Edward Smith dec'd his note of even date herewith calling for the sum of forty two hundred

and Sixty four and 61/100 dollars, with eight per cent interest, due to said Trustee in ninety days - said note being dated March 28th 1877, then these presents shall be void otherwise to be and remain in full force and virtue."
Said Mortgage Deed was delivered to the Recorder of said County on the 5th day of April 1877, at eight o'clock A. M. to be by him recorded: And it was recorded on the 21st day of April 1877 in Union County Records of Mortgages Volume 13. Page 226. The condition of said mortgage has been broken and said deed has become absolute. There is due from said Defendants and remaining unpaid upon said indebtedness the sum of $4264 61/100 with interest at eight per cent per annum from the 28th day of March 1877.
The Plaintiff, as such Trustee asks that said mortgage may be foreclosed; the said premises ordered to be sold and the proceeds applied to the payment of the judgment prayed for in the first cause of action herein and such other and further relief &c.

M. C. Lawrence and Robinsons & Piper Attys for Plaintiff

The State of Ohio }
Union County, ss. } M. C. Lawrence, Plaintiff being sworn says that the facts stated and allegations contained in the foregoing Petition, are true as he verily believes.

M. C. Lawrence.

Sworn to by M. C. Lawrence before me and signed by him in my presence this 17th day of August A. D. 1877.

W. M. Winget, Clerk

M. C. Lawrence, Trustee for the heirs of Lieutenant Edward Smith Decd., Plaintiff
vs.
Praecipe Henry Barth & Christiana Barth his wife, Defendants } Union County Court of Common Pleas Praecipe

To the Clerk of said Court:-
You will issue a Summons for the Defendants returnable according to law. Endorse: "Plaintiff asks judgment for $4264 61/100 with interest at eight per cent per annum from the 28th day of March 1877 and foreclosure of mortgage."
August 17th 1877.

M. C. Lawrence and Robinsons & Piper
Attorneys for Plaintiff.

On the 17th day of August A. D. 1877 a Summons was issued by the Clerk of said Court which reads as follows; to-wit:-

Summons

Summons The State of Ohio }
Union County, ss. } To the Sheriff of the County of Union, Greeting:-
2551 We command you to notify Henry Barth and Christiana Barth that they have been sued by M. C. Lawrence, Trustee &c. in the Court of Common Pleas of Union County, and that unless they answer by the 15th day of September A. D. 1877 the petition of the said M. C. Lawrence Trustee &c. 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 August A. D. 1877.

Witness my hand and the seal of said Court, this 17th day of

[Seal] August A. D. 1877. W. M. Winget, Clerk.

Plaintiff asks judgment for $4264 61/100 with interest at 8 % per annum from March 28th 1877 and foreclosure of Mortgage

Lawrence and Robinsons & Piper, Plff's. Attys.

Writ returned and filed August 27th 1877. Endorsed as follows; to wit:-
The State of Ohio } Sheriffs Return
Cuyahoga County, ss. } Received this Writ August 17th A.D. 1877 at 9 o'clock A.M. and executed to the commandment, served the same Aug. 23" 1877 by leaving a certified copy of this writ with the endorsements thereon at the residence of the said Mary Barth, and at the same time delivering to the within named Christiana Barth a certified copy of this writ with the endorsements thereon.
Fees: Service $5; Mileage 2.50, Exh. 40, Return .15; Total $8.05 J. J. Miller Sheriff
Afterward, on this 10th day of September A.D. 1877 the following Appearance and Cross Petition were filed with the Clerk of said Court, to wit:-

Attorneys for Cross Petition

W. O. Lawrence, Trustee for the heirs of
Lieutenant Edward Sawtle, deceased, Plaintiff
Against
Henry Barth & Christiana Barth his wife, Defendants

Court of Common Pleas of
Cuyahoga County, Ohio
Appearance and Cross Petition
And now come the Defendants

1st Defense

Henry Barth and Christiana Barth and answering the Petition of said Plaintiff say: That they deny that said W. O. Lawrence is Trustee for the heirs of Lieut. Edward Sawtle deceased, or that he has any right or authority to act for them as trustee or otherwise, but on the contrary is acting entirely without authority in the premises, and deny each and every allegation in the petition contained except the execution of the note and mortgage in the petition described.

2nd Defense

The Defendants further answering say that said plaintiff (might not to have) all maintain said action for the reason that said note and mortgage were made without any consideration therefor.

3d Defense

The said Defendants further answering said petition say that said W. O. Lawrence pretending and representing that he was the Trustee of the heirs of Lieutenant Edward Sawtle deceased in whose name he had pretended to act and in whose behalf he had conducted a suit against the Defendant Henry Barth and others in said Court in Case of Mary Haines et. al. against Henry Barth et. al. in ejectment to recover the possession of Military Survey No. 9940 in said County of Cuyahoga in which suit the plaintiffs had obtained the judgement of said Court that said Henry Barth and others should pay to certain sums amounting to the above $4264 100 upon the plaintiffs in said case of Mary Haines et. al. against Henry Barth et. al. to wit: Mary Haines, Washington Haines, John Shaw Sarah Frank, Adeline Geary, Fanny Shaw, William H. Shaw, Charles R. Shaw, Sarah G. Raymond, Mary Raymond, Samuel R. Shaw a minor, Elizabeth Shaw, Mary Ann Barr, Elizabeth Barr Rachel E. Barr, John R. Barr and James C. Barr, minors who sued by John W. H. Barr their next friend Clarence Sawtle and Mary A. Sawtle, conveying to the defendants in said case by good and sufficient deeds of General Warranty the lands described in said petition being Survey No. 9940. upon payment 1/3 upon the delivery of said deeds, 1/3 in 12 months thereafter and the remaining one third in 24 months thereafter. And whereas said W. O. Lawrence falsely pretending that he had procured such deeds and so representing to these defendants by means of such false and fraudulent representations induced these Defendants to sign and execute the note and mortgage described in the petition

the said M. C. Lawrence then well knowing that he was not Trustee of said heirs and well knowing that the papers which he then and there delivered to these Defendants and others purporting to be deeds from the heirs of Edward Smith deceased and which he represented as good and sufficient warranty deeds as ordered by the Court in said case, were not of any validity whatsoever not being signed or executed by said parties Plaintiff in said action of ejectment, nor executed by anyone authorized to act for them, nor any deed at all from Adaline Gray, Sarah R. Shaw, Elizabeth Shaw, Mary Cary, James C. Cary, Rachel E. Cary, John R. Cary, John F. H. Cary and other parties plaintiffs in said ejectment suit. Yet the said M. C. Lawrence well knowing the premises and well knowing that the pretended deeds were of no account whatever and well knowing that no deeds of any sort had been procured from or partners of said plaintiffs in said case, falsely and fraudulently represented such papers to be good and sufficient warranty deeds for said Survey Number 9940 made by all of said plaintiffs in said ejectment suit in pursuance of said order of said Court. Then by and by reason of said fraudulent and false representation and by reason of said fraud so practiced upon these Defendants procured from them the note and mortgage in the petition set forth without any consideration therefor and no deed conveying any title by any person authorized to make the same has been made to said Henry Paith and other Defendants in said ejectment suit.

4th Defense. These Defendants further represent and say that said Washington Haines his agents and attorneys and other parties unknown to these defendants confederating and conspiring with him as these defendants believe procured by fraud to be issued to the heirs of one Edward Smith deceased what purports to be a patent for said land Survey No. 9940. through said by said Washington Haines or some one personating him and representing themselves to be heirs of said Edward Smith deceased, procured from the Loudon County Virginia County Court Jany 10th 1871 an order of said court certifying that he and others named in said certificate whose place of residence were said to be unknown, were the heirs of one Edward Smith deceased which [illegible] said patent was issued. These defendants believe and so charge that the whole transaction of procuring said Patent and the pretended proof of heirship was a base fraud and vile conspiracy to rob these defendants and others of said Survey No. 9940. That said pretended Washington Haines was not the heir of said Edward Smith nor are any of the parties whose names are mentioned as parties plaintiff in said ejectment suit any relation to said Edward Smith deceased and these defendants deny that there are any such persons living as are represented in said case. That said heirs are only pretenders whose existence can not be established, and to protect the Court from impositions and these defendants from robbery the defendants say that it is necessary for the purposes of justice and to protect these defendants from the payment of a large sum of money to persons who are not entitled to receive it and have no claims to it that the residence or place of abode of said pretended plaintiffs in said ejectment suit be shown; that their heirship and legitimacy and pedigree may be inquired into (if they have any) if any such persons exist which fact these defendants utterly deny. And if there ever was, or is now any such persons these defendants say they had no knowledge of the pendency of said ejectment suit or this suit, never had

any claim against these defendants and make more sure. These defendants say that said judgement in said ejectment suit was obtained upon the evidence of said Patent which was procured by fraud if not by means of which fraud and covenant act if so it be these defendants had no knowledge until the month of June 1877 or about that time. These defendants say that said mortgage and said judgement are an apparent lien on said lands and cast a cloud upon the title of these defendants to said lands. That they are both fraudulent and should be cancelled or perpetually enjoined and the title of these defendants to said lands forever quieted and set at rest as good and valid claimant. Wherefore these defendants pray that said plaintiff be required to show cause before he acts as Trustee, why the parties reside and who they are for whom he pretends to act by what authority he took said note and mortgage, that he exhibit evidence of his authority, that said note be declared void and void as without consideration and obtained by fraud and false representations, that said decree and judgement be set aside and held for naught and cancelled or perpetually enjoined and that said note and mortgage be cancelled and delivered up. That said suit be stayed until proceedings to set aside said order and judgement in said ejectment suit can be instituted and proceeds and for all such other and further relief, order and decree as this case in law or equity may require

H. F. Vane Asst Attorney for Defendant.

The State of Ohio
Union County, ss. } Christiana Bartle being duly sworn says that she is one of the defendants in this case, that the defendant Henry Bartle is sick and unable to attend to the filing of this answer, that the facts stated and allegations contained in the foregoing answer and cross petition are true as she verily believes.

her
Christiana X Bartle.
mark

Sworn to before me and subscribed in my presence this 10th day of September A. D. 1877 by Christiana Bartle.

W. M. Winget, Clerk.

Afterward on the 22nd day of September A. D. 1877, a Reply was filed with the Clerk of said Court which reads as follows; to-wit:-

M. M. Lawrence, Trustee for the heirs of Lieutenant Edward Smith deceased, Plaintiff
vs
Henry Bartle & Christiana Bartle his wife, Defendants

Reply

2551

Court of Common Pleas
Union County, Ohio

Reply.

The plaintiff never comes and for reply to the answer of the defendants says: First. That it is not true that said note and mortgage in the petition mentioned were made without any consideration; and he says, on the contrary, that the same were made executed and delivered upon and for a full fair valid and valuable consideration. Second. He denies that he pretended or represented to the said Henry Bartle, or any one else, that he was Trustee of the heirs of Lieutenant Edward Smith and says that he was made a Trustee for said heirs by the act, agreement and consent of the defendants, at and before the time said note and mortgage were executed and delivered to him by the defendants. He admits that he conducted a suit against Henry Bartle et. al. in the Court of Common Pleas of Union County, Ohio, in which he

Mary Haines et. als. as the plaintiffs, and Henry Baath et. als. were defendants in ejectment as alleged in defendants answers and he says that said plaintiffs Mary Haines and others obtained judgment for the recovery of possession of said entire Survey, and that in said proceedings being had under the aforesaid declaration law a decree of said Court was ordered, that said Henry Baath and others defendants, should pay the sum of $ 64 84. 35/100 with interest from the 20th day of October 1873 until paid as alleged in said petition in this case, and that the plaintiffs were required to convey said lands as recovered, as set forth in said answer. He denies that he falsely pretended that he had procured said deeds, or that he induced the defendants hereto to sign and execute the note and mortgage described in the petition by false and fraudulent representations: or that he made any fraudulent or false representations to said defendants or either of them at any time or place or in any manner. He denies each and every allegation contained in said answer wherein he is charged with having suffered, did or said anything whatever false or fraudulent or deceitful, or with having made any false representations or practiced any fraud. He says that he delivered to the defendant Henry Baath, all the deeds which he at any time agreed to have. That he had for him, and that all the deeds which he so delivered were such as were ordered by the Court in said action of ejectment: and that they were duly signed and executed by the proper parties duly authorized. He admits that no deeds were delivered by him to Henry Baath conveying the interest of Adaline Henry, Samuel Shaw a minor, Mary J. Carey, Elizabeth A. Carey, Rachel C. Carey John R Carey and Jacob C Carey - all these minors - neither did he at any time agreed to the defendants that he had received, procured or delivered to them any such deed or deeds, but on the contrary he at all times said that conveyances had and have made by them or either of them, and also stated their interests in the land and decree. So that the defendants were fully informed of the facts, and of the further fact that one tenth and one tenth only, of the title to said land was yet out standing, and plaintiff now says that only one tenth part of the title to said lands remains unconveyed to the defendants in the said action of ejectment, and that the persons last above named who were plaintiffs in ejectment have the legal title to said one tenth interest. He further says that no deeds of conveyance are necessary to be executed by Elizabeth Shaw as Guardian or by John T. H. Carey as next friend which facts are shown by the record That Tracy Shaw died intestate leaving no children or their legal representative, after the rendition of said judgment in her favor in ejectment and before any conveyance were made or delivered to said Henry Baath and that at her decease her interest descended to her brothers and sisters who have conveyed to defendant Henry Baath, to wit: to John Shaw Emanuale Funk, Wm Henry Shaw, and to the legal representatives of her brother Zachariah Shaw dec'd. to wit: Sarah C. Layman and Charles R. Shaw who have conveyed to defendant Henry Baath Adaline Henry, a sister of Tracy Shaw, Samuel Shaw a minor son of said Zachariah Shaw dec'd and the children of Mary J. Carey a deceased sister of Charles R. Shaw, whose names are above given as minors who have not conveyed their interest to said Baath or to

any one else for him. Third. For reply to the defendants fourth ground of defense plaintiff says that he denies each and every fact, allegation or statement therein contained. And for further reply says that on the 2nd day of March 1872 the heirs of Lieutenant Edward Lucke for whom he is acting as Trustee in this action, to-wit: Mary Haines, John Shaw, Susannah Trunk, Astaline Hussey (Fanny Shaw now dec'd) William H. Shaw, Charles R. Shaw, Sarah A. Baynard, Samuel Shaw a minor the heirs of Mary Carey hereinbefore named, Washington Haines husband of Mary Haines and George Baynard husband of Sarah A. Baynard commenced an action in the Court of Common Pleas of Union County, Ohio, by filing their petition therein, and causing summons to issue thereon which said summons was duly served by the Sheriff of Union County, Ohio, upon Henry Baetz and others defendants. That in said petition said Mary E. Haines and others prayed for immediate possession of the entire Virginia Military Survey No. 9970 in said County, and that on the 15th day of May 1872, said Henry Baetz for himself and the other defendants filed an answer in said cause. That afterwards, to-wit: on or about the 17th day of May 1873 such proceedings were legally had, that the plaintiffs in said action, recovered judgment against the said Henry Baetz and others for the possession of said entire Survey of land containing about Three hundred and eighty-five acres. And afterwards, to-wit: on the same day the said Henry Baetz and others, the occupants of said land made application under the statute for that purpose, for the relief granted to occupying claimants which was duly granted by the Court. That afterwards from time to time such proceedings were lawfully had in said Court and cause that on the 20th day of December 1873 the said Henry Baetz and others defendants therein, were duly adjudged to pay to the plaintiffs therein, the sum of $5484.35/100 with interest thereon from the 20th day of October 1873 until paid, which judgement, order and decree of the said Court of Common Pleas have never been appealed from reversed, vacated, modified or satisfied, but still remains in full force and virtue in law, against the said Henry Baetz and others, defendants therein, and in favor of the then plaintiffs whose this plaintiff now represents as such Trustee. Plaintiff further says that said note and mortgage sued on, were given by the said Henry Baetz, to secure to the parties whom this plaintiff represents, a portion of the money therein recovered by the judgment and decree of said Court by said parties then plaintiffs against the said Henry Baetz and others then defendants. That the defendants herein by said judgement, decree and proceedings, are barred from having or maintaining any such defense as is set forth in their said fourth ground of defense. Plaintiff further says that at the time said note and mortgage were executed to him by the defendants herein, the said Baetz were fully informed by him as to the portion of the title to said lands which yet remained in the successful claimants, unconveyed, and that all were minors but one, and that their joint interest amounted to one tenth of the land or decree and it was understood and agreed between said Baetz and plaintiff that the shares or portions of such of the original plaintiffs as had not conveyed should remain unpaid until conveyances were duly made by them under the order of the Court or a decree of this Court entered against them, or such of them as yet failed to convey according to the Statute in such case made and provided. And this plaintiff then offered as the attorney for the plaintiff

on the original action, to cause proceedings to be commenced at once under the Statute for the relief of occupying claimants to obtain a decree against those who had not conveyed, if the said Henry Barth and others would prevent the use of their names in such proceedings, and that such proceedings should be had, and decree obtained without cost or expense of any kind to the said Henry Barth and others, but the said Henry Barth neither accepted or rejected said last mentioned proposition but amended said note and mortgage. The plaintiff further says that he still holds himself in readiness to obtain such decree with the consent of said Henry Barth and others and that the respective interests of those who have not conveyed, may still remain unfixed until such lawful conveyances are made or decree taken in that behalf under the Statute. Having thus fully replied to the answer of the defendants, the plaintiff asks judgement and such other and further relief as in his petition he has before prayed.

Wm. O Lawrence & C Robinson & Ogden Att'ys for Plaintiff

State of Ohio }
Lucas County ss. } Be this 22nd day of September 1877 Wm. O Lawrence being duly sworn says that the facts stated and allegations contained in the foregoing reply are true, as he verily believes.

Wm. O Lawrence

Sworn to by Wm O Lawrence before me and signed by him in my presence this 22nd day of September 1877.

H. H. Wright, Clerk.

At a session of the 3rd day of May A.D. 1878, the Entry were made by the Clerk in the Journal of said Court which reads as follows, to-wit:-

Wm O Lawrence, Trustee for the heirs of
Lieutenant Edward Smith Deceased, Plaintiff
vs.
Henry Barth et al. Defendants

Journal Entry
Decree $4635.15/100 Principal & int. 8%
Order of Sale.

Entry
2551

This day this cause came on for hearing, and it appearing to the Court that Christiana Barth, one of the defendants had died it was by consent of parties ordered by the Court that this cause proceed against against the defendant Henry Barth alone - and thereupon this cause came on to be heard upon its merits against the said Henry Barth as sole defendant and was submitted to the Court (neither party acquiescing as Lucas) upon the petition, answer, reply, exhibits and testimony. On consideration whereof the Court do find the equity of the case with the plaintiff and that there was due to him as such Trustee on the first day of this term on the note and mortgage in said petition and referred to in the petition, the sum of ($4635.15/100) Four Thousand Six Hundred and Thirty-five and 15/100 Dollars which sum the Court finds to be a lien on the lands in the petition described by virtue of the mortgage therein referred to and to bear interest from April 29th 1878, at the rate of eight per cent per annum. It is therefore considered ordered and adjudged and decreed by the Court that the defendant within ten days from this date pay to said plaintiff as such Trustee the said sum of $4635.15/100 with interest thereon from April 29th 1878 at the rate of eight per cent per annum and also the costs of this suit taxed to $ and on default thereof that an order issue to the Sheriff of this County for that purpose being, commanding him to proceed to appraise, advertise and sell the lands and tenements in the petition and mortgage described as before judgements

at-law - and report his proceedings in the premises to the next term of this Court, to which time this cause is continued. The Defendant Henry Baetz gave notice of his intention to appeal - and the Court fixed the bond at the sum of $300.00

Afterwards, on the 15th day of June 1878, an Appeal Bond was filed with the Clerk of the District-Court of Lorain County, Ohio, which reads as follows, to-wit:-

D. B. No. 25

Appeal Bond

Appeal Bond

Know all Men by these Presents, That we Henry Baetz and Stephen Davis are held and firmly bound unto W. B. Lawrence Trustee &c. in the penal sum of Three Hundred Dollars, to the payment of which well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors and administrators. Signed by us and dated this 11th day of June A.D. 1878. The condition of the above obligation is such, that whereas, the said Henry Baetz has taken an appeal from a certain decree rendered against him in favor of the said W. B. Lawrence, Trustee &c. in the Court of Common Pleas within and for the County of Lorain in the State of Ohio at the April Term thereof, A.D. 1878 for the sum of Four Thousand Six Hundred and Thirty-five and 15/100 Dollars to the District-Court within and for the County aforesaid. Now if the said Henry Baetz shall abide and perform the order and judgment of said District-Court, and shall pay all moneys, costs and damages, which may be required of or awarded against him by said District-Court, then this obligation to be void; otherwise to remain in full force and virtue in law.

(signed) Henry his mark Baetz
Stephen Davis

I approve the above Bond with the sureties thereto, this 15th day of June A.D. 1878
W. W. Winget, Clerk.

Afterwards, on the day of March A.D. 1879 an Entry was made on the Journal by the Clerk of said District-Court, which reads as follows, viz:-

W. B. Lawrence, Trustee for the heirs of
Lieutenant Edward Smith, deceased, Plaintiff
vs.
Henry Baetz, Defendant.

District-Court of
Lorain County, Ohio
Journal Entry

Entry

D. B. No. 38

This day suggestion of the death of the defendant Henry Baetz was made to this Court, and that he had left a will which had not been proved or admitted to record. Leave is therefore given to the plaintiff to file a supplemental petition making the heirs and devisees of Henry Baetz defendant, now deceased, parties defendant in this action, and this cause is continued.

Afterwards, on the 6th day of February A.D. 1880, the following Supplemental Petition was filed with the Clerk of said District-Court of Lorain Co. Ohio:

W. B. Lawrence, Trustee for the heirs of
Lieutenant Edward Smith, deceased, Plaintiff
vs.
Henry Baetz, Charles Baetz, William H. Baetz
Henry A. Baetz, Rosana B. Shreddy and
Caroline A. Shortsack, Defendants.

District Court-
in and for the
County of Lorain, Ohio

Supplemental Petition

D. B. No. 38

Supplemental Petition

C. P. No. 2551

W. B. Lawrence, Trustee for the heirs of Lieutenant Edward Smith, plaintiff, in the cause and for his Supplemental Petition in this action says: That since the action of W. B.

Lawrence Trustee etc. against Henry Barth above named was heard in the Court of Common Pleas in and for the County of Union, Ohio at its April Term 1878, to wit: on the 20th day of May 1878; and since said action was brought into this Court by appeal on the part of said Henry Barth and prior to January 21st 1879, the said Henry Barth the then sole defendant departed this life having prior to his death made and executed a paper writing purporting to be his last will and testament. The said paper writing was deposited in the Probate Court of Union County Ohio, on or about the 23rd day of January 1879, but the same has never been admitted to probate or record in said Court; because, as the plaintiff is informed and believes and therefore avers the fact to be, that one of the witnesses thereto resides in Kansas and did so reside at the death of said Henry Barth, and has ever since the said death of Henry Barth, been a non-resident of the State of Ohio and absent therefrom. That the said Henry Barth at his death left surviving him the following children, heirs at law (some of whom are named in said paper writing as devisees) to wit:- Henry O. Barth, William H. Barth, Charles Barth, Rosan C Shuddy and Caroline A Shortruck who are named in the caption hereof as defendants. The said Henry O. Barth resides in Franklin County Ohio; the said Caroline A Shortruck resides in the same County and State; the said William H. Barth resides in Union Co. Ohio; the said Rosan C Shuddy resides in Marion County Ohio, and the said Charles Barth resides in the County of Union or the County Marion, Ohio and plaintiff is unable to learn in which County his present place of residence is, he being an unmarried man. The plaintiff further says; that there is yet due him as such Trustee for the heirs of Lieutenant Edward Smith deceased the full sum of money claimed in the petition filed by him against Henry Barth and Christiana Barth his wife, both now deceased and with interest at eight per cent per annum from the 28th day of March 1877 for which indebtedness said decree was entered in his favor as such Trustee on the 20th day of May 1878 in the sum of $4635.15 and costs which sum was by the terms of said decree to bear interest at the rate of eight per cent per annum from the 29th day of April 1878. The plaintiff further says that the said Charles Barth, William H Barth Henry O. Barth, Rosan C Shuddy and Caroline A. Shortruck are the only children as well as the only heirs at law of said Henry Barth defendant now deceased, some of whom as before stated are named in said paper writing purporting to be the last will and testament of said Henry Barth deceased, as devisees; and that they are the only persons who have any interest under the will of Henry Barth deceased, if it should be admitted to record: and he prays the Court that they may be made parties defendant in this action. The plaintiff further prays that a decree may be entered by the Court in his favor as such Trustee etc. for the sum of Four Thousand Six Hundred Thirty five and 15/100 Dollars ($4635 15/100) with interest thereon from April 29th 1878 at the rate of eight per cent per annum; that said mortgage in the petition set forth may be foreclosed: the premises described in the petition and mortgage ordered by the Court to be sold and the proceeds arising from such sale applied to the payment of the indebtedness to plaintiff as Trustee, taxes which are a lien on said lands and costs, and such other and further relief etc.

M. C. Lawrence and Robinsons & Piper Attys for Plaintiff

The State of Ohio
Union County, ss. } M. C. Lawrence Plaintiff being sworn, says that the statements made and allegations contained in the foregoing pleading are true, as he verily believes
M. C. Lawrence
Sworn to by M. C. Lawrence before me and signed by him in my presence this 6th day of February 1880.
W. M. Wright. Clerk.

Precipe

M. C. Lawrence, Trustee &c., Plaintiff
vs.
Henry Barth, Charles Barth, Henry D. Barth et al. Defendants
} In the District Court in and for the County of Union, Ohio
Precipe

To the Clerk: You will issue summons to Sheriff of Union County Ohio, for Charles Barth and Wm. H. Barth; to Sheriff of Marion County, Ohio, for Charles Barth and Rosan E. Sheddy; to Sheriff of Franklin County, Ohio, for Henry D. Barth and Caroline A. Shortreck, all returnable according to law. Endorse each writ: "Original action was to foreclose a mortgage against Henry Barth and Christiana Barth his wife." "Supplemental Petition filed, February 6th 1880.
M. C. Lawrence and Robinsons & Piper Attys for Plaintiff.

On the 6th day of February A. D. 1880, a Summons was issued by the Clerk of said District Court of Union County, Ohio, which reads as follows, to wit:-

Summons

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

D. C. No. 38. We command you to notify Charles Barth and William H. Barth (impleaded with others) that they have been sued by M. C. Lawrence, Trustee for the heirs of Lieutenant Edward Smith deceased in the District Court of Union

C. P. No 2551 County, and that unless they answer by the 6th day of March A. D. 1880, the petition of the said M. C. Lawrence Trustee &c. against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 16th day of February A. D. 1880. Witness my hand and the seal of said Court, this 6th day of February A. D. 1880.
{Seal} W. M. Wright Clerk.
Original action was to foreclose a mortgage against Henry Barth and Christiana Barth his wife, Supplemental petition filed.
M. C. Lawrence, Robinsons & Piper Plaintiffs Attorneys.
Writ returned and filed February 16th 1880, Endorsed as follows, viz:-

Sheriffs Return

The State of Ohio
Sheriffs Return Union County, ss. } Received this Writ February 6th A. D. 1880, at 3 o'clock P. M., and pursuant to its command, served the same on the 7th day of Feby. 1880, by leaving a certified copy thereof with the endorsements thereon at the residence of the within named William H. Barth. The within named Charles Barth not found in my County. Fees: Service .35, Mileage 2.20, Copies .40, Return .10
Total $ 3.05/100
J. J. Miller, Sheriff.

On the 6th day of February A. D. 1880, a Summons was issued by the Clerk of said District Court of Union County, Ohio, which reads as follows, viz:-

Summons

The State of Ohio
Summons Union County, ss. } To the Sheriff of the County of Franklin Ohio, Greeting:-

D. C. No 38. We command you to notify Henry D. Barth and Caroline A. Shortreck

C. P. No (impleaded with others) that they have been sued by M. C. Lawrence, Trustee for

2551 the heirs of Lieutenant Edward Smith deceased in the District Court of Union

Bounty, and that unless they answer by the 6th day of March A D 1880, the petition of the said Wm O Lawrence, Trustee &c. against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. Com will make due return of this Summons on the 16th day of Feby A D 1880. Witness my hand and the seal of said Court, this 6th day of February A D 1880.

Seal. W. W. Winget Clerk

Original action once to foreclose a mortgage against Henry Barth and Montiana Barth his wife. Supplemental petition filed. Fees on deposit with the Clerk

Wm O Lawrence & Robinson & Pipes Plaintiffs Attorneys.

Writ returned and filed February 18th 1880 Endorsed as follows, viz:-

Sheriffs Return

Sheriffs Return — The State of Ohio } Receiver Bounty, ss } Received this Writ February 7th A D 1880 at o'clock M. and processed to its commandment on the 14th day of February 1880 Served Henry O Barth and Caroline Shortbrick personally with a true copy of this writ with all the endorsements thereon. Sheriffs Fees: Service 8 Cts 45 Mileage 1.04, Copy 35 Return 25, Total $1.57

John W. Pickenbacker Sheriff

W. A Anderson Deputy.

On the 6th day of February A.D. 1880, a summons was issued by the Clerk of said District Court of Preble County Ohio, which reads as follows, viz:-

Summons — The State of Ohio } Preble County, ss } To the Sheriff of the County of Preble, Greeting:-

D Bk. 38 — You are commanded you to notify Charles Barth and Rosina D Shroddy (impleaded with others) that they have been sued by Wm O Lawrence Trustee for the heirs of

6 Pl. Bk. — Lieutenant Edward Smith deceased in the District Court of Preble County,

2551 — and that unless they answer by the 6th day of March A.D. 1880, the petition of the said Wm O Lawrence Trustee &c. against them filed, in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 16th day of Feby A.D. 1880

Witness my hand and the seal of said Court, this 6th day of

Seal. February A.D. 1880. W. W. Winget Clerk.

Original action once to foreclose a mortgage against Henry Barth and Montiana Barth his wife. Supplemental petition filed.

Wm O Lawrence & Robinson & Pipes Plaintiffs Attorneys

Writ returned and filed A.D. 1880 Endorsed as follows; to-wit:-

Sheriffs Return — The State of Ohio } Preble County ss } Sheriffs Return

Afterwards on the 6th day of March A.D. 1880, the following Supplemental Answer and Cross Petition were filed with the Clerk of said District Court of Preble Co. O.; viz:-

Supplemental Answer & Cross Petition D. C. No 38 C. P. No 2551

Wm O Lawrence, Trustee for the heirs of Lieutenant Edward Smith dec'd, Plaintiff

vs.

Henry Barth, Charles Barth, Willemina Barth, Henry W. Barth, Rosina Schultz and Caroline Shortbrick, Defendants

District Court of Preble County, Ohio. Supplemental Answer and Cross Petition to Original Answer and Cross Petition

And now comes Henry W. Barth

Charles W. Baerle, William Baerle, Rosana Schwartz impleaded as Rosana A Muddy and Caroline Mauzhemply impleaded as Caroline A. Shorteck and answering the original and supplemental petitions file this supplemental answer and cross petition by way of amendment thereto and say that they are the heirs at law and devisees and legatees of said Henry Baerle deceased and are entitled to all the rights and remedies that said Henry Baerle deceased was in his lifetime entitled to, that they adopt the Answer of said Henry Baerle deceased, filed by him in his lifetime in the Court of Common Pleas of Union County, Ohio, in said Court on September 6th A.D. 1877 and sworn to by his wife Christiana Baerle, in their joint Answer and Cross petition filed herein and now pending on appeal in said District Court and make the same their joint Answer herein. That the allegations therein contained are hereby confirmed and and made their answer and cross petition, that the facts stated and allegations therein in said answer contained are true, that said Henry Baerle and Caroline Baerle are both dead and their defendants are their legal representatives, that said Henry Baerle has a wife living whose name is Elizabeth Baerle, that said William Baerle has a wife living whose name is Rhoda Baerle, said Caroline Mauzhemply has a husband living whose name is Christian Mauzhemply and said Rosana Schwartz has a husband living whose name is Henry Schwartz, All of said parties have an interest in said premises and should be made parties defendant in this pleading, the executor of the last will and testament of said Henry Baerle deceased nor his administrator has not been made a party defendant in this pleading and are necessary parties thereto. The estate of said Henry Baerle deceased has not been administered. The heirs and legal representatives of said deceased have a right to have the same administered according to law. has been duly appointed administrator of said estate by the Probate Court of Union County Ohio That said W. O. Lawrence as Receiver aforesaid has no interest in this case, and the parties he pretends to represent should be made parties to this suit. Wherefore, these defendants pray that said parties named who have not been made parties be made parties defendant herein, That the administrator of said Henry Baerle dec'd be made a party defendant herein. That the real parties in interest whom the said W. O. Lawrence claims to represent as Receiver should be made parties plaintiff and required to give security for costs: And these defendants therefore pray that they be substituted as parties plaintiff and be required to show that they are the parties in interest if they have any interest whatever in the premises, and these defendants pray for relief as in the said original Answer and Cross petitions of Henry Baerle deceased, prayed for and for all such further and other relief as in the nature of the case in law or equity they may be entitled to.

H. T. Van Fleet Attorney for Defendants.

The State of Ohio
Marion County, ss } Rosana Schwartz, Charles Baerle and William Baerle being duly sworn say that the facts stated and allegations contained in the foregoing answer and Supplemental cross petitions are true as they verily believe. and Caroline Mauzhemply and Henry Baerle are not residents of said County and are absent from the County, and that their affidavits or either of them are duly authorize in the premises to verify their pleadings and that the facts herein stated are written their knowledge.

Wm Baerle [Seal]
Charles Baerle [Seal]
Rosina Schwartz [Seal]

Sworn to before me and subscribed in my presence this 4th day of

March A. D. 1880 by Rosana Schutte and Charles Baetz and Witness my hand and official seal the day and year aforesaid
Joshua Copeland, Justice of the Peace.

Afterwards, on the 16th day of March A D 1880, the following Demurrer to Supplemental Petition was filed with the Clerk of said District Court; viz:-

C. M. Lawrence, Trustee for the heirs of
Lieutenant Edward Smith, Deceased, Plaintiff
vs.
Henry Baetz, Charles Baetz, William Baetz
Henry D. Baetz, Rosanna M. Shadley and
Caroline A. Shortsleeve, Defendants

For the District Court of
Preble County, Ohio

Demurrer

And now comes the said defendants and demur to the petition of the said plaintiff as supplemented by his supplemental petition filed in this Court pursuant to the filing of all and singular, the other pleadings in this cause, for the reason, that there is a defect of parties defendant in this, to-wit that the personal representatives of the late Henry Baetz deceased, the original defendant in this action are not served herein, nor does any one appear in this action served as such representatives

Dare Flint & Sinclair Attys for Defendants

On the 16th day of March A D 1880 the following Demurrer was filed with the Clerk of said District Court of Preble County, Ohio; viz:-

W. O. Lawrence, Trustee for the heirs of
Lieutenant Edward Smith Deceased, Plaintiff
vs.
Henry Baetz, Charles Baetz et al, Defendants

For the District Court of
Preble County Ohio.

Demurrer

And now comes the said defendants and demur to the second and third separate specifications of the reply of the plaintiff filed herein for the reason that the same do not state facts sufficient to constitute a reply to the answer of the defendants heretofore filed.

Dare Flint & Sinclair, Attys for Defendant

Afterwards, on the 17th day of March A D 1880, an Entry was made in the Journal by the Clerk of said District Court which reads as follows, to-wit:-

W. O. Lawrence, Trustee of the heirs of
Lieutenant Edward Smith, deceased, Plaintiff
vs.
Henry Baetz et al. Defendants

Entry

This day this cause came on to be heard upon the demurrer to petition as supplemental and was argued by Counsel On consideration whereof the Court does overrule said demurrer. To which ruling of the Court the defendants excepted and do still except. And thereupon this cause came on further to be heard upon the demurrer to second and third paragraph of the Reply as set forth in the reply of the plaintiff and was argued by counsel; on consideration whereof and the Court being duly advised in the premises, does overrule said demurrer. To which ruling of the Court the defendants excepted and do still except

On the 17th day of March A D 1880, a Motion and Affidavit were filed with the Clerk of said District Court of Preble County, Ohio; which reads as follows, to-wit:-

Original	W. O. Lawrence, Trustee for the heirs of	
D. B. No 38	Lieutenant Edward Smith, deceased, Plaintiff	
	vs.	In the 1st District Court of Greene County Ohio
D. P. No.	Henry Bard, Charles Bard, William Bard	
2551	Henry O. Bard, Rosanna O. Shrieldy and	Motion and Affidavit
	Caroline A. Shortsleeve, Defendants	

And now come the said defendants and move this Court here for a continuance of this cause until the following term of this Court for the following important reasons, to wit:- First: for the reason that the said defendants have discovered new and important evidence relating to the issues presented upon the pleadings in this case and which said testimony is material and that these defendants can not safely proceed to trial without it. Second: That one Adaline Henry who resides in the town of Burlington, Boffo County, Kansas; and who is one of the reputed heirs of the pretended Edward Smith for whom W. O. Lawrence represents himself and pretends to act in this action as a Trustee, is a material witness in this action and will according to the best information and belief of these defendants testify to the following intent and purpose, to-wit: That the said W. O. Lawrence plaintiff in this action and who pretends and represents to be acting as Trustee for the heirs of one Lieutenant Edward Smith and who also pretends and represents that the said Adaline Henry is one of said reputed heirs, is acting for her, the said Adaline Henry without any authority what ever, that he is not a Trustee for her, the said Adaline Henry and that all claims, pretenses, actions, walties and affirmations to the said effect are false and without foundation, in fact that the said pretended claims of the said W. O. Lawrence to act as Trustee for the reputed heirs of the reputed Lieutenant Edward Smith is false and fraudulent and that the claims in this action is false and fraudulent and without right or justice and that the said Adaline Henry has repeatedly refused to convey or to attempt to convey to these defendants or to the said W. O. Lawrence any supposed or pretended claim in and to the premises described in the petition herein filed, or to make any power of Attorney or other writing or conveyance to the said W. O. Lawrence or any one relating in any manner or form to the said above described premises, that the said Adaline Henry has always refused so to do and never refuses claiming as she does that the said claims of the said W. O. Lawrence is fraudulent and false and that she always feared that the same would get her into trouble. These defendants represent that the said testimony is material and that they can not safely proceed to trial without the same and that they could not have procured the same nor known for trial at this term for the reason that the same has only been discovered within a few days prior to this term. Third:- These defendants say for a third reason that they have lately been advised and informed of evidence relative and material in this action to the intent following, to wit: that the evidence obtained by one Washington Haines for whom the plaintiff in this action pretends to act as Trustee in the County Court of Bowden County Virginia, that the wife of the said Washington Haines and others were the heirs of Lieutenant Edward Smith for whom W. O. Lawrence No. 9940, the property above referred to and upon which a patent was issued to the said Mary Haines and others unknown was false and fraudulent and that said proceedings were false, fraudulent and void. Fourth: For the reason that at & prior to the death of the late Henry Bard who was formerly the sole

defendant in this action, the said Henry Bank left his last will and testament and that said will has not yet been Probated owing to the fact that none of the subscribing witnesses to said will is a resident of the State of Kansas and that the executor of said will has not yet qualified and that no one appears in the action as the executor or administrator of the estate of the said Henry Bank as is required by law and these defendants say that this cause should be continued until such executor shall qualify as such, until said will shall be probated so that the proper representatives of the said Henry Bank may be let in to defend in this action as such, touching the rights of the late Henry Bank deceased in this action. Fifth: These defendants say for a fifth reason why this cause should be continued that the testimony of the Commissioner of the General Land Office in Washington D.C. is material & necessary in this action and that the testimony of the Judge of the County Court for the County of Camden Ga. And the testimony of Samuel Mc Clelland of Columbus, Franklin County, Ohio, are material and necessary in this action and for the want of which these defendants cannot safely with regard to their material rights proceed to trial at this time: all of which testimony aforesaid these defendants hope and expect to produce by the next terms of this Court. Sixth: That the issues in this case have only recently been made up in this Court and that these defendants have not had time to prepare for trial. That defendants aver that this motion is not made for delay merely, nor has said delay been made necessary by any act or negligence on their part, but that this motion is made in good faith for the purpose of justice and for the vindication of the rights of these defendants.

H. T. Dana Atty for B. O. Sinclair Attys for Defendants

State of Ohio } B. O. Sinclair, one of the attorneys of record in the above
Union County ss. } action, being first duly sworn according to law, deposes and says that none of the said defendants in the within action are present to witness this motion, but that he has read over the matter and things contained in the written motion and that the allegations therein contained are true according to the best of his information and belief. B. O. Sinclair

Sworn to before me and subscribed in my presence this 16th day of March A.D. 1880

W. M. Stringer Clerk.

Motion for Amendment Dkt. No. 38 C.P. No. 2551

On this 17th day of March A.D. 1880, an Amendment to Motion and Affidavit was filed with the Clerk of said District Court which reads as follows, to-wit:-

M. O. Lawrence, Trustee &c. Plaintiff
vs.
Henry Bank et al. Defendants

In this District Court of Union County Ohio.
Amendment to Motion and Affidavit

And now come the said defendants and move the Court for a continuance of this cause for the following reasons to-wit: First: That the evidence of one Adaline Seesy of Burlington, Coffee County in the State of Kansas is material and necessary in this action and without which these defendants cannot safely proceed to trial at this term and that they expect to prove by the said Adaline Seesy that the said M. O. Lawrence is not a trustee for her and the reputed heirs of the reputed Lt. Edward Spratte. That there is no consideration for the note and mortgage upon which this action is brought and that the said M. O. Lawrence

Entry D.C. No. 38. C.P. No. 2551

Motion D.C. No. 38 C.P. No. 2551

has no authority to receive any money from the defendants upon said note and mortgage, that the said Adaline Emery and others are not entitled to the possession of W. S. M. Survey No. 9710 and are not therefore entitled to receive the amount of money stated in the note and mortgage upon which this action is brought for from the said Adaline Emery for whom the said W. O. Lawrence pretends to act or for any other parties. Second: That the testimony of Henry Shoddy of Marion County Ohio is important and material in this action and that the defendants expect to prove by the said Henry Shoddy that the averments set forth in the answer of the defendants herein filed are true and that the note and mortgage upon which this action is brought were executed without consideration or if upon a consideration that the consideration has failed. Third: That the testimony of Samuel Mc Clelland of Franklin County, Ohio, is necessary and material in this action and that the defendants hope and expect to prove by him that the reputed heirs for which the said W. O. Lawrence pretends to act as trustee in this action, are not the heirs of W. Edward Smith and have no right or title to receive any sums of money on the account of the mortgage in this action upon which this suit is brought. That the testimony of the above parties is material and necessary and that the defendants can not safely proceed to trial for the want thereof at this term of the Court.

Van Fleet & Sinclair, Attys for Defendants

State of Ohio
Union County ss. } B. D. Sinclair being first duly sworn according to law deposes and says that he has read over the foregoing answer and that the allegations of the same are true as he verily believes.

B. D. Sinclair

Sworn to before me and subscribed in my presence this 17th day of March A. D. 1880

W. M. Munger, Clerk.

Entry
D. C. No 38.
C. P. No 2-5-1

On the 17th day of March A. D. 1880, an Entry was made in the Journal by the Clerk of said District Court which reads as follows, to-wit:-

W. O. Lawrence, Trustee &c. Plaintiffs
vs
Henry Booth et. al. Defendants

District Court, Union County, Ohio.
Entry

This day came the parties by their Attorney and this cause came on to be heard upon the motion of the defendants to continue this cause until the next term of this Court and was argued by counsel and upon consideration and proper showing being made it is ordered that this cause stand continued until the next term of this Court at the costs of said defendants with leave to plaintiff to reply to Supplemental answer, in thirty days from the sitting of this Court. It is therefore considered and decreed that defendants pay the costs of this term within ten days and in default that execution issue therefor.

Motion
D. C. No. 38
C. P. No 2-5-1

On the 17th day of March 1880, a motion was filed with the Clerk of said District Court which reads as follows; to-wit:-

W. O. Lawrence, Trustee &c. Plaintiff
vs.
Henry Booth et. al. Defendants

Motion
District Court, Union County Ohio
The plaintiff moves the Court to appoint a Receiver in this case to take possession of the lands described in the petition in this case for the reason that the same is not sufficient in value to pay the sums due on the mortgage described in said petition. Robinson & Speer, Attys for Plaintiff

Afterwards on the 19th day of March A.D. 1880 an Entry was made in the Journal by the Clerk of said District Court which reads as follows, to-wit:-

Entry

M. O. Lawrence, Trustee &c. Plaintiff
Against
Henry Barth et al. Defendants
} In the District Court of Union County Ohio

D.C. No. 38

C.P. No. 2557

This day this cause came on to be heard upon application of the plaintiff in the case for the appointment of a Receiver to take charge of the premises for the purpose of renting the same, collecting rent, payment of taxes and keeping the property insured and preventing waste of said property; and by agreement of the parties plaintiff and defendant Hylas Sabine of Richwood, Union County, Ohio, is appointed a Receiver herein for the purpose aforesaid, and it is ordered that said Hylas Sabine be and is hereby authorized and empowered to rent said premises for the period of one year from the 1st of April A.D. 1880, and to execute a lease thereof as provided by law and to collect the rents thereof when due and institute all such proceedings as may become necessary to enforce the collection thereof as is or may be authorized by law; and it is further ordered that said Receiver out of the rents of said place pay the taxes due and to become due on said premises and keep the buildings on said property insured and the residue of the rents and profits be held in trust for the use and benefit of the persons who may be entitled to the same upon the final hearing of this cause. It is further ordered that the said Hylas Sabine at or some time precedent to entering upon the said trust, execute a good and sufficient bond conditioned according to law payable to the State of Ohio for the use and benefit of the parties who may be entitled to the funds which may come into his hands as such receiver, in the sum of One Thousand Dollars, to be approved by the Clerk of the Court of Common Pleas of Union County Ohio. The said Receiver shall have no power to sell said premises and it is further ordered that the appointment of said Hylas Sabine shall in no wise interfere with the administration of the estate of said Henry Barth deceased if the same shall be administered by and administrator or executor duly qualified by law.

Afterwards on the 16th day of March A.D. 1883 an Entry was made in the Journal by the Clerk of said District Court which reads as follows, to-wit:-

Entry
D.C. No. 38

M. O. Lawrence, Trustee etc. Plaintiff
against
Henry Barth et al. Defendants
And
Emerson Smith Plaintiff
against
Mary E. Haines et al Defendants
} In the District Court of Union County, Ohio
Consolidated.

D.C. No. 88

This day came the parties in the above entitled causes of actions and by their agreement the said cause of action No. 38 having been revived in the name of A. T. Carpenter administrator of said M. O. Lawrence deceased who has departed this life since the last term of said court, the said case No. 38 entitled M. O. Lawrence, Trustee for the heirs of Lieutenant Edward Smith deceased, Plaintiff against Henry Barth Christina Barth his wife, Charles Barth, William H. Barth, Henry D. Barth Rosanna G. Shoddy (Schotte) and Caroline A. Stoverick, Defendant is consolidated

with said case No. 88 entitled Newson Smith Plaintiff against Mary E. Haines Sarah Funk, John Shaw, Adaline Carey, William Henry Shaw, Charles R. Shaw Sarah C. Bayman, Samuel E. Shaw, Mary J. Carey, Elizabeth A. Carey, Rachel E. Carey, John Carey, James C. Carey, Henry Barth Jr. William H. Barth, Henry D. Barth Rosanna Schotts, Caroline A. Shortnick (Kanzkampfly) and M. C. Lawrence et al. Defendants, now pending in the District Court of Union County. It is therefore, by consent of all parties plaintiff and defendant, ordered by the Court that said causes be and are hereby consolidated and shall be heard and disposed of as one case. And that all pleadings process and proceedings shall be taken and treated and disposed of in said case No. 88 of Newson Smith against Mary E. Haines et al. and upon final decision of the case if either party except to the decision made in the case a Bill of Exceptions shall be taken as and of one case so consolidated as aforesaid, and thereupon came the defendant Samuel E. Shaw and asked leave to file an answer herein instanter which leave was granted and said Samuel E. Shaw filed his answer herein; and thereupon came the said defendants Henry Barth, William H. Barth, Rosanna Schotts, Caroline Kantzkampf, Charles Barth and asked leave to file their Answers and reply to the second Answer and Cross petition of said Mary E. Haines, John Shaw, Susannah Funk, Wm Henry Shaw, Sarah C. Bayman, Charles R. Shaw, A. T. Carpenter Admr. J. W. Robinson, Adaline Carey, Samuel E. Shaw, which were granted and the said parties thereupon filed their answer and reply accordingly.

For Record of the proceedings in the Court of Common Pleas in the cause of Newson Smith vs. Mary E. Haines et al No. 3876 up to Jan. 20th 1882.
See Volume 28, Page 122

On the 20th day of January A.D. 1882, an Appeal Bond was filed with the Clerk of said District Court which reads as follows; to-wit:-

Appeal Bond D.C. No. 88

Know all Men by these Presents, That we, Newson Smith, J. W. Robinson and W. L. Carey are held and firmly bound unto Mary E. Haines, Henry Barth, Charles Barth, William H. Barth, Henry D. Barth, Rosanna C. Shoddy Caroline A. Shortnick and the administrator of the estate of M. C. Lawrence deceased and others in the penal sum of One Hundred Dollars, to the payment of which, well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors and administrators. Signed by us, and dated this 20th day of January A.D. 1882. The condition of the above obligation is such, that whereas, the said Newson Smith has taken an appeal from a certain decree and judgment rendered against him in favor of the said obligees above named in the Court of Common Pleas within and for the County of Union in the State of Ohio, at the Jany. Term thereof A.D. 1882, for the sum of $ costs of said suit and dismissing his petition to the District Court within and for the County aforesaid. Now if the said Newson Smith shall abide and perform the order and judgment of said District Court, and shall pay all moneys, costs and damages which may be required of or awarded against him by said District Court, then this obligation to be void: otherwise to remain in full force and virtue in law.

(Signed) Newson Smith by J. W. Robinson his Atty. Seal
J. W. Robinson Seal
W. L. Carey Seal

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

On the 16th day of March A.D. 1882, an Answer and Cross Petition were filed with the Clerk of said District Court which read as follows; to-wit:-

Answer D.C. No. 88

Newson Smith Plaintiff
vs.
Mary E. Haines et als Defendants } District Court Union County, Ohio.
Cross Petition of Samuel E. Shaw.

Now comes Samuel E. Shaw by leave of the Court and for Answer and Cross Petition says: It is true that he is the owner of one sixtieth part of said mortgage as one of the heirs of Zachariah Shaw who was one of the heirs of Dr. Edmund Smith deceased, and there is due him from said defendants the heirs of Henry Bach deceased the sum of Seventy and 18/100 Dollars with eight per cent interest from the date of said Mortgage aforesaid which sum is a lien on said land; and he prays a decree and order of sale of said premises for the satisfaction of said sum so due this defendant. Said Samuel E. Shaw has executed his deed in fee simple with covenant of warranty to the said heirs of Henry Bach deceased which deed he here brings into Court for delivering as the Court may order for 1/60 of said land.

Robinson & Piper Attys for Samuel E. Shaw

The State of Ohio }
Union County, ss. } J. W. Robinson being duly sworn deposes and says the said Samuel E. Shaw is not a resident of Ohio; that this affiant is his attorney duly authorized in this case and he believes the allegations of the above answer are true.
J. W. Robinson

Sworn to before me and signed in my presence this 16th of March 1882
J. Q. Burgner Clerk.

On the 16th day of March A.D. 1882 an Answer and Reply were filed with the Clerk of said District Court which reads as follows, to-wit:-

Answer D.C. No. 88

Newson Smith Plaintiff
Against
Mary E. Haines et al. Defendant } In the District Court of Union County Ohio
Consolidated into case No. 88.

And now come the defendants Henry D. Bach, Charles Bach, William H. Bach, Rosanna Scholts and Caroline Krantzhardy (interpleaded as Caroline Shantzeck) and by leave of the Court for that purpose granted file this their several and joint Answer and reply to the answers and Cross petitions of Mary E. Haines, John Shaw, Susannah Fink, William Henry Shaw, Sarah C. Laymon, Charles R. Shaw, filed Jany 9th 1882; And the Answer of A. F. Carpenter as Administrator of W. C. Lawrence deceased, filed December 27th 1881; and the Answer of Adaline Gray filed Jany 9th 1882; And the Answer of J. W. Robinson filed Jany 9th 1882; and the Answer of Samuel E. Shaw filed March 16th 1882, And say that they deny each and every allegation contained in said several answers and cross petitions contained which in any manner or form contained the allegations contained in the answers and Cross petitions filed by these defendants in the case of Newson Smith against Mary E. Haines et al. filed in the Court of Common Pleas of Union County, Ohio Nov. 14th 1881, Case
9 No. 3876 in that Court; Case No. 88 in this Court: or which in any manner or form contained the allegations contained in the answer

and Cross petitions of the defendants filed in the case of Wm. O. Bannon Trustee against Henry Baum et. al. Case No. 38 in this Court, consolidated with this case and these defendants further replying and answering said answers and Cross petitions of said other defendants say that the facts stated and allegations contained in said Answers and Cross petitions of these defendants filed as aforesaid since 17th 1881 contain a true statement of all the facts so far as they have any knowledge and that all other allegations to the to the contrary of said plaintiff or the other defendants in their answers set forth who have filed answers and Cross petitions herein are expressly denied. Wherefore these defendants the said Henry Baum, Charles Baum, William H. Baum, Rosanna Schotts and Caroline Hauptmann pray relief as in their respective Answers and Cross petitions prayed and for all such other and further relief as the nature of this case in Equity may require.

H. T. Van Wert and J. O. Bannon City for Defendants Answering

The State of Ohio } ss.
Union County, } Henry Schotts being duly sworn says that he is the duly authorized agent of the said Rosanna Schotts, William H. Baum, Charles Baum, Henry D. Baum and Caroline Hauptmann, duly authorized in the premises and that said parties defendant named in the answer and defendants answering herein are now absent from said County of Union and that the facts stated and alleg above contained in the foregoing answer and reply of said defendants Rosanna Schotts William H. Baum, Charles Baum, Henry D. Baum and Caroline Hauptmann are true as he verily believes.

Henry Schotts.

Sworn to before me and subscribed in my presence by Henry Schotts this 16th day of March A.D. 1882. Witness my hand and seal

T. B. Benton, Notary Public Seal

On the 17th day of March A.D. 1882, an Entry was made in the Journal by the Clerk of said District Court which reads as follows; to-wit:-

Rosanna Schotts Plaintiff
against
Mary E. Haines, Defendant } Consolidated with No. 38.

Entry.

On motion of the defendants Henry D. Baum William H. Baum, Charles Baum, Rosanna Schotts and Caroline Hauptmann they have leave to file amended Answer and Cross petition herein by May 1st 1882 and leave is also granted them to reply to the answer and Cross petitions of the other defendants by May 15th and the said plaintiff and the other defendants answering to the Baum family have leave to reply by June 1st 1882. And it is ordered by this Court that the Receiver heretofore appointed, report his proceedings as such Receiver by the first day of June next and that he do not report said premises beyond April 1st 1883, without further order of the Court or the consent of all parties interested, and that he pay all taxes due on said premises out of any moneys in his hands.

Afterwards, on the 29th day of May A.D. 1882, a Reply was filed with the Clerk of said District Court which reads as follows, to-wit:-

Rosanna Schotts Plaintiff
vs.
Mary E. Haines et. al. Defendants } Reply 29 C. No. 38

District Court Union County Ohio
Reply of Plaintiff and others.
Rosanna Schotts for reply to the answer of

Henry Barth, Charles Barth, W. H. Barth, Henry D. Barth, Rosannah C. Schotts
and Caroline A. Kantzhalz says he admits that patent issued as alleged for
said lands at the time alleged but he denies each allegation of fraud or conspiracy
and denies that the same was procured on false or fraudulent evidence. He
admits that said land was sold for taxes at the time alleged but he denies that
said sale was regular or lawfull and conveyed any title to said land to the
said grantee but plaintiff says the same was irregular and void for the purposes
of giving title. He admits that said Henry Barth took possession of said premises
in 1859 but he denies that he & those under whom he holds, took possession in 1837 or
before that or before 1859, and he denies that he obtained any title by his possession of
said land or had any defence to the action in said answer mentioned by reason
of such possession. He admits the certificates and warrants were filed in the
land office as alleged but denies that they constituted all the evidence on which
said patent issued but on the contrary plaintiff says said entry and survey were
made as early as 1830 and duly filed and recorded and said patent was law-
fully obtained and lawfully issued and conveyed the legal title to said Survey
No. 4740 to said patentees and all the allegations of said answer averring fraud in
regard to said certificate and assignments &c. are denied. He admits the statute of
limitation was not plead in said action, but he denies that if plead it would have
constituted a defence thereto and denies that the answer in said cause did not
allow the defence of a good title by tax deed and he denies that any defence was — Cross
omitted in said cause but on the contrary a full defence was made and on the — Petition
question of allowing a refund of taxes &c. said Henry Barth proceeded in the
District Court of said County by petition in error to recover the judgment of the — D.C. No. 88
Court of Common Pleas but failed to obtain reversal. He admits he was not
a party to said action and was not named in said patent but he says that
after all of said litigation was ended in the Common Pleas Court and District
Court and said Henry Barth no longer resisted said judgment in the Court of
Common Pleas, the plaintiff brought an action in said Court of Common Pleas
against the plaintiffs in said action against Henry Barth and obtained a decree
against them for two third of said premises and the proceeds of said judgment. He
admits said mortgage and note was executed to said M. C. Lawrence as
Trustee but denies that the same was without consideration or in ignorance of
the facts and all the allegations of said answer charging or alleging fraud or
conspiracy on the part of said M. C. Lawrence or any one is denied. He admits
said suit was brought by M. C. Lawrence and the same is consolidated with the
case of Newsom Smith vs Henry Barth and others by agreement as alleged but
all other matters and averments not herein specially admitted are denied.
2nd. For a further Reply to the matters and things set up in said answer
the plaintiff says Mary E. Haines and others, heirs of Lieutenant Edward Smith
obtained judgment for said land as alleged in said answer which judgment
remains in full force and effect and the title to said land is settled thereby.
That said note and mortgage was given by said Henry Barth by agreement for
the whole amount due under said decree from him and the heirs of Fred Moore — Reply
dec^d to whom said Barth sold said 100 acres by Warranty Deed and was
liable to pay by reason of his covenants of Warranty, the sum of $500. paid — No. 88 D.C.
being first credited thereon and the said note and mortgage were made to
said Lawrence as Trustee by like agreement in order to protect the rights of
said Henry Barth until all the deeds should be made and to protect said

Lawrence who had ace interest-ine said estate of ne away by reason of agreement with Mary E. Haines and others and the same was fully understood to be for the use and benefit of all of said heirs of said D[t] Smith deceased and of said Lawrence and for the said Mary Smith we care any fraction of the title to said land should ever come recovered he should not be required to pay for that fraction until it should be conveyed by deed to heirs and said deeds were tendered ine said petitioner were accepted for the shares therein mentioned and the plaintiff says that all the deeds have been made except that of John Cary and James C. Cary minors and each entitled to only three three hundredth part of said land or both together to 1/100 of an acre which shares the plaintiff says need not be paid until conveyance can be made by said John Cary and James C. Cary. Therefore plaintiff prays judgement and order of Sale as he did ine his original petitions.

Robinsons & Piper Attys for Plaintiff

The State of Ohio } ss.
Union County } J. W. Robinson being duly sworn says plaintiff is not a resident of said County and he is plaintiffs Attorney ine this cause and he believes the allegations of the above reply are true. J. W. Robinson

Sworn to before me and signed ine my presence this 27th of May, 1882.

J. Q. Burgner, Clerk.

On the 29th day of May A. D. 1882, a Cross Petition was filed with the Clerk of said District Court which reads as follows, to-wit:-

Cross Petition

Lawrence Smith Plaintiff
vs.
Mary E. Haines et als Defendants

} District Court Union County, Ohio

D. C. No. 58

Now come Mary J. Cary and Elizabeth A. Cary and Rachel E. Cary and for answer and Cross petition say they are the children of Mary Cary deceased who was a daughter of Zachariah Shaw deceased, who was a son of Catharine Shaw mentioned ine said petition and that each one of these three defendants are entitled to one three hundredth part of said note and mortgage and that these two brothers John Cary and James C. Cary who are minors are entitled to each the same proportion and said five are the heirs and only heirs of the said Mary Cary deceased and they ask a decree ine their own favor for said three hundredth part of said note and mortgage.

Robinsons & Piper Attys for said Defendants

The State of Ohio } ss.
Union County, } J. W. Robinson being duly sworn says he is Attorney for the above named defendants and they are non-residents of said County and he believes the allegations of the above cross petition are true.

J. W. Robinson

Sworn to before me and signed, ine my presence this 29th of May 1882.

J. Q. Burgner Clerk

Afterwards, on the 31st day of May A. D. 1882, a Reply was filed with the Clerk of said District Court which reads as follows, to-wit:-

Reply

Lawrence Smith Plaintiff
vs.
Mary E. Haines et al. Defendants

} District Court Union County Ohio

Reply

No. 8826.

Now come Mary E. Haines, Susanna Stuck, Jolene Shaw, Adaline Geary, J. W. Robinson, Wm H. Shaw, Charles R. Shaw, Sarah C. Daymude, Samuel E. Shaw, Mary J. Cary (nee Mary J. Hill) Elizabeth A. Cary (nee Elizabeth A. Fisher) Rachel E. Cary and the Administrator of

W. O. Lawrence deceased and for Reply to the Answer of Henry Barth, Charles
Barth, Wm H. Barth, Rosanna O. Schoth and Caroline Hantzsch say that they
admit the patent for Survey No 9940 of land was issued at the time named in
said Answer to the parties named therein but they deny that any fraud, false testimo-
ny or false certificates were used in procuring the same and deny that the evidence
mentioned in said answer was all the evidence on which the same issued and
deny that the same was unlawfully issued and is void but on the contrary the same
was issued on lawful evidence by authority of law and on sufficient evidence
and conveyed the legal title to the same to the said patentee and all allegations of
said answer averring falsehood, fraud, conspiracy, illegal proceedings &c are all
denied. Further said defendants for reply to said answer say they admit said
survey was duly made and recorded before the year 1832 and the Auditor sold the
said Survey at forfeited tax sale at the time in said Answer alleged but they deny that the
proceedings preliminary to said sale were lawful and regular but on the contrary they
say said pretended taxation, forfeiture and sale were irregular and no title passed
thereby to the purchaser of the same and the same was found by the Court in
the record in said Answer to be irregular and void as to title. They admit
said Henry Barth held said land by virtue of irregular conveyance from said
tax deed as alleged and by no other title whatever and he took possession of
said survey in the year 1859 when he obtained said deed and not before
and no one held possession thereof prior to that time and all allegations of
said answer alleging possession prior thereto are denied. They admit that an
action was brought by these defendants as alleged against said Henry Barth
for the recovery of said land and that judgment for the recovery thereof was obtained
against the said Henry Barth as alleged and that he applied for and obtained
an order allowing the benefits of the occupying claimants law and that a jury
proceeded in accordance with law and made valuations of the said land and
among other things valued the land in a State of nature and that these defendants
elected to take for the land the said valuation and that said valuation and election
were confirmed by said Court and that the same remain in full force and effect
unreversed but all the averments of said answer of fraud or ignorance or
mistake or irregularity of any kind in procuring said judgment and said
valuation &c are all denied. Further they admit said Henry Barth executed
said note and mortgage at the time alleged to W. O. Lawrence as Trustee for
these defendants and of Norman Smith but they deny that the same was without
consideration or was obtained by any fraud or mistake or ignorance of said
Henry Barth and all allegations of said answer charging fraud or misrepresenta-
tion in procuring the same are denied. Further they admit W. O. Lawrence took
the said note and mortgage as Trustee but that was by the mutual agreement
and consent of the said Henry Barth and all the defendants whom the said
Lawrence represented and was done for the protection of said Henry Barth as
well as all concerned and no falsehood, or fraud, or deception was used in
that regard and all allegations of said answer to that effect are denied. Further
they admit that said mortgage was given for more than said Henry Barth was
liable in said decree under the occupying claimants law but by mutual agree-
ment the said Henry Barth having conveyed by his warranty deed to Fred Moore
the 100 acres of said Survey and being liable on his covenant of warranty to pay
to his heirs more than the said valuation of said 100 acres, agreed with them
to include in said mortgage the valuation of said Moore lot with the

† valuations of said 185 acre lot and after deducting $ 500 paid by said Bank the mortgage and costs included the balance and interest and no more and no less. They admit that Ameseon Smith was not a party to said action for the recovery of said land, they disclaim that they had lost trace of him, but they say that after said judgment was rendered and said proceedings under the occupying claimants law were all complied and were duly affirmed by the judgment of the Circuit Court on a petition in error by said Henry Bank to reverse the order of the Court of Common Pleas aforesaid as to the sale &c. The said Ameseon Smith by his attorney filed his petition in the Court of Common Pleas aforesaid against said parties interested and obtained after full hearing a decree for his third of said land and his third of the proceeds of the said decree and requiring them to convey to said Henry Bank his share in said land, all of which is of record and the said decree remains in full force and effect and all allegations of said answer as to fraud or imperfidy of any kind in that regard are denied. It is true the said decree under said proceedings under the occupying claimants law have not been received but the payment of said mortgage will operate as a release thereof and these defendants are ready and willing to cancel the same as soon as the said mortgage is paid. They admit that no plea of the statute of limitations was plead in said cause for the recovery of said land for the reason that no statute of frods existed which would, as said Banks Attorney believed, avail as a defense to said action but the allegations that any defence was omitted by mistake or design is denied and these defendants The said Henry Bank had in by law Court the judgment was justly and lawfully obtained the same stands as a complete bar as to title of these defendants to said land and said proceedings under the occupying claimants law settled the rights of said parties to recover said valuation & the same stands as a bar to all questions of the assessment there and said sale and mortgage were duly executed as a settlement made of the said valuation on said 185 × acres and said 100 acre Moore lot and said Henry Bank himself accepted the deeds afore said from Ameseon Smith, Henry E Hamer, Susannah Hunt, John Shaw, Wm Henry Shaw, Sarah A Carpenter, Charles R. Shaw and since that time the said Matthew Henry by deed conveyed his interest therein to J. W. Robinson who conveyed the same to said heirs of Henry Bank deceased, and since that time Samuel E. Shaw having become of age conveyed his interest in said land by deed to said heirs and since that time also the said Mary J. Cary now married to Solomon P. Hall and Elizabeth A Cary now married to A. E. Fisher and Rachel E Cary have conveyed their interest therein to said heirs of Henry Bank deceased and the only remaining heirs of said Lt. Edward Smith deceased who have not conveyed their share of said land to said heirs × are John Cary and James C Cary minors each entitled to one three hundredth part of said premises: and all allegations of said answer as to said conveyances are denied except as above admitted. All other matters and averments of said answer not herein above admitted are denied and therefore these defendants as they did in their several Cross petitions pray for a decree of foreclosure and order of Sale of said premises for the satisfaction of their several respective shares in said mortgage and for other proper relief. Robinson & Pope Attys for said Defts.

The State of Ohio }
Huron County ss } J. W. Robinson being duly sworn says he is one of the Attorneys of the defendants named in the above answer and he believes the allegations of said answer are true said defendants are non residents of said County of Huron. J. W. Robinson

Sworne to before me and signed in my presence by J. M. Robinson this 31st of May 1882. J. D. Bongarre Clerk

Afterwards on the 15th day of March A. D. 1883, Said Entry was made on the Journal by the Clerk of said District Court which reads as follows, viz:-

Entry

Stevenson Smith Plaintiff
vs.
Mary E Hamner et al. Defendants

Entry

D. C. No. 38

Now come all the parties to this cause and the parties to the cause of W. B. Hammer Trustee &c. against Henry Barth and others No. 38 on the Docket and which causes were consolidated under the title Stevenson Smith against Mary E Hamner et als and thereupon this cause is consolidated cause and to be heard on the pleadings, exhibits and evidence offered by all the parties whereupon the Court find that said mortgage in said petition described was made for a valuable consideration without fraud or misrepresentation and is the property of said Stevenson Smith and the defendants named in said petition as the heirs of Rhinehart Edward Smith dec'd who are the sole heirs of said Edward Smith deceased and that the moneys due and unpaid to said heirs of said Edward Smith on said mortgage the sum of $429.11 with eight percent interest thereon from March 28th 1879, which the 9th of March 1883 amounts, principal and interest to the sum of $829 30/100 on which the Estate of W. B. Hammer holds a lien for his fee and about the litigation relating thereto as set forth in said pleadings and that the several interests of said heirs of said Smith deceased in said sum is as follows, viz. $207 43/100 to Stevenson Smith subject to the dower of W. B. Hammer's interest therein, $207 43/100 to Mary E Hamner, $119 29/100 to John Shaw, $119 29/100 to Susannah Funk, $119 29/100 to Adeline Irvey, $104.53 to Charles R. Shaw, $104.53 to Sarah A Chapman, $104 53/100 to Samuel C Shaw, $119 29/100 to Wm H Shaw, $20 89/100 to Mary J Day nee Mary J Hall, $20.89 to Elizabeth A Day nee Elizabeth A. Forbis, $20.89 to Rachel E Day, $20.89 to John Day and $20.89 to Jasper S Day the last two to be paid to their guardian; and the Court further find that on the payment of said sums due on said mortgage the decree rendered in said defendants favor should be receipted and cancelled and the title of said heirs of Henry Barth deceased quieted in them against all the said heirs of said Smith deceased. It is therefore considered ordered and decreed that unless the said defendants the said heirs of Henry Barth deceased to-wit:- Charles Barth, Wm H Barth, Henry D. Barth, Rosanah A Roberts and Caroline Mantzhaly and H. T Van Fleet shall within ten days pay to the said Stevenson Smith said sum of Two Thousand and Seventy Six Dollars and Forty Three Cents due to him as aforesaid with interest thereon at eight per cent per annum from the 9th day of March 1883, that an order of Sale issue to the Sheriff of this County commanding him to appraise, advertize and sell said 185 acres of land in said petition described according to law. And it is further considered ordered and adjudged that unless said heirs of said Henry Barth deceased or said H. T Van Fleet shall within said ten days pay to said Mary E Hamner said sum of $207 43/100 found due her as aforesaid with interest, that a like order of sale issue in her behalf. And it is further ordered and adjudged that if said heirs of Henry Barth deceased and H. T. Van Fleet shall fail for ten days to pay to said John Shaw said sum of $419 29/100 found due him as aforesaid with said interest that a like order of sale issue in his behalf. And it is further ordered that if said heirs and said Van Fleet shall for said ten days

fail to pay to said Swarvale Frank said sum of $419.20 with same interest that a like order issue in her favor. And it is further ordered that if said heirs and said VanFleet fail for ten days to pay to said J. M. Robinson Assignee of Adaline Henry $419.20 so found due as her share with like interest that a like order of sale issue in his behalf. And it is further ordered that if said heirs and said VanFleet fail for ten days to pay to said Wm H. Shaw said sum of $419.20 so found due them with like interest that a like order of sale issue in his behalf. And it is further ordered that if said heirs and said VanFleet fail for ten days to pay to said Charles A Shaw said sum of $109.50 with like interest that a like order of sale issue in his behalf. And it is further ordered that if said heirs and said VanFleet fail for said ten days to pay to said Charles A Hargrave said sum of $104.53 with like interest that a like order of sale issue in his behalf. And it is further ordered that if said heirs and said VanFleet fail for said ten days to pay to said Samuel E Shaw said sum of $109.50 so found due heirs as aforesaid with like interest that a like order of sale issue in his behalf. And it is further ordered that if said heirs and said VanFleet fail for ten days to pay to said Elizabeth A Parker said sum of $20.80 so found due with like interest that a like order of sale issue in her behalf. And it is further ordered that if said heirs and said VanFleet fail for ten days to pay to said Rachel E Barry said sum of $20.80 due her as aforesaid with like interest that a like order of sale issue in her behalf. And it is further ordered that if said heirs and said VanFleet fail for ten days to pay to said John Barry and James D Barry's Guardian $41.75 so found due them as aforesaid with like interest that a like order of sale issue in his behalf but this last sum shall not be payable until said Guardian shall file with the papers in this case a certified copy of his letters of appointment and shall receipt for them, the said John and James D Barry, the dues in their behalf under the occupying claimants laws. + And this Court further finds said mortgage was given in satisfaction of said decree under the occupying claimants law and therefore it is ordered that said heirs of said Edward Smith dec'd accept and cancel said deed and in default thereof that this decree shall operate as such release and cancellation. And it is ordered that said deeds executed as said decree as made since the commencement of said action be delivered to said heirs of said Henry Bank and said H. T. VanFleet and that the title of said heirs of Henry Bank dec'd and of said H. T. VanFleet in said 185 acres subject to this decree for $1289.30 be and the same is quieted in them as against all of said heirs of Lieutenant Edward Smith dec'd so that upon the payment of said sums due to said heirs respectively that they and each of them are and shall by this decree be and they are empowered and enjoined from ever asserting any further claim upon said 185 acres of land. And this Court order that the costs of this consolidated cause be paid out of the proceeds of the sale of said lands when sold. And this cause is remanded to this Court for further proceedings to carry into effect this decree and receiving the report of the Receiver and other proceedings to all of which rulings and decree the defendants, heirs of Henry Bank and H. T. VanFleet except. Whereupon the said heirs of Henry Bank and said H. T. VanFleet filed their motion for new trial which being heard the Court overrules to which rulings of the Court the said heirs of Henry Bank and said H. T. VanFleet except and by the consent of said last named defendant the

Records of this Court-was ordered to be kept open for thirty days after this Term
for the purpose of signing, sealing and filing a Bill of Exceptions.
On this 15th day of April A.D. 1852 the following Amended Answer and Cross
Petition was filed with the Clerk of said District Court, viz:-

Answer Sent to Plaintiff

vs.

Mary E. Haynes, Susana Funk, John Shaw,
Adeline Spivey, William Henry Shaw, Charles
R. Shaw, Sarah A. Eggleston, Janet E. Shaw,
Mary J. Davy, Elizabeth A. Davy, Rachel Davy,
John Davy, Carrie B. Davy, Henry Barth, Charles
Barth, William H. Barth, Henry O. Barth,
Rosana B. Schotte, Caroline A. Kantzbal,
and Wm. B. Dawson, deceased, Defendants.

In the District Court of Huron County
Consolidated with case of M. L. Barnes Trustee
Against
Henry Barth et al
No. 88

Amended Answer and Cross Petitions of
Chas. Barth, Wm. H. Barth, Henry O. Barth,
Rosana B. Schotte and Caroline Kantzbalz,
And, now come the said defendants Chas.
Barth, William H. Barth, Henry O. Barth, Rosana B. Schotte, and Caroline Kantzbalz,
and by leave of the Court for that purpose granted and answering the said petitions and
Supplemental petitions and the several answers and cross petitions of all the other
said defendants heretofore filed, and file this their joint and several Amended Answer
and Cross Petition in this case as consolidated and represent and say:-
That they believe the late Henry Barth deceased, the original defendant herein and
the party who, it is alleged made the mortgage in the petition referred to, was at the
time of his death the owner in fee simple of the premises in the petition described and
had held the possession thereof by himself and under those from whom he derived
title from the year A.D. 1837. That said Survey No 9940 entered in the name of
one Edward Smith and Surveyed in his name now duly listed for taxation in the
County of Huron and State of Ohio, in the name of Edward Smith the original
owner of said Survey and was forfeited to the State of Ohio for the non payment of
taxes, interest and penalties legally due thereon for the years 1827, 1828, 1829 and
1830 and the simple tax for the year 1831 and which taxes amounting to Sixty-one
dollars, twenty-eight cents and eight mills had been duly and legaly assessed and
levied upon said Survey No 9940 and said proceedings were in all respects in
conformity to law. That said Survey No 9940 was on the second Monday of May A.D.
1832 sold by the Auditor of Huron County, State of Ohio for the taxes and penalties, interest
and taxes aforesaid, amounting then to Sixty-two dollars, to one James S. Gregory
& Co. and said Auditor of said Huron County gave a certificate of purchase thereof
bearing date May 14th A.D. 1833. That said Survey was never redeemed from said tax
sale but that said James S. Gregory became the sole owner of said purchase at said tax
sale and continued to pay the taxes on the same until the 5th day of August A.D.
1837, when he procured his certificate of purchase of said premises to be made Phelps then
Auditor of said County of Huron into their own name and in pursuance of the statute in
such case made and provided as such Auditor and in consideration of the premises
duly conveyed said premises, to-wit:- said Survey No 9940 to said James S. Gregory
by good and sufficient deed duly and legally executed and delivered who
immediately caused the same to be transferred and recorded in Record of Deeds
of Huron County, Ohio, Vol. 6. Page 106 of said Records; and also took possession
of said lands and continued in the possession thereof until his decease. That
on December 20th A.D. 1851 Henry B. Myers, Edward Gregory and Phebe
Gregory his wife, the heirs at-law of James S. Gregory deceased, conveyed said

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22. Page 5
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by praying
warrants to

premises, to-wit: Survey No. 9740 to Stephen R. Bennett by deed duly executed and delivered which deed was recorded October 23rd 1852, Vol. 15 Page 460 Records of deeds of Preston County Ohio. The said Stephen R. Bennett used and occupied and held possession of said premises until December 25th A.D. 1852 when he by deed duly executed conveyed said premises to E. Backus and S. McClellan who continued in the possession thereof as the owners when deed being recorded Vol. 21, Page 272 Records of Deeds of Preston County. Said Samuel McClellan and Emeline his wife by deed duly executed conveyed the undivided half of said Survey No. 9740 to one Owen Bowersock Oct. 13th 1857 which deed was duly recorded October 14th 1857, Vol. 21, Page 272, 273. That on October 9th 1859 John Hoopleaf and Abner Backus as the executors of the last will and testament of Elijah Backus deceased, conveyed by deed duly executed the other undivided half of said Survey No. 9740 to one John Robinson which deed was duly recorded October 9th 1859 in Vol. 22, Page 503, Records of Deeds of Preston County Ohio. That on October 4th 1859 said Owen Bowersock by deed duly executed conveyed his said undivided half of said premises to-wit; Survey Nos. 9740 to Henry Bartle the father of these defendants which deed was duly recorded Vol. 22, Page 503 Records of Deeds of Preston County Ohio. That said John Robinson and Sarah Robinson his wife by deed duly executed conveyed the other undivided half of said premises to said Henry Bartle the father of these defendants October 7th A.D. 1859 which deed was duly recorded Vol. 22, Page 504 & 505 Records of Deeds of Preston County Ohio. These defendants further say that said Henry Bartle deceased, and these under whom he claimed title, the grantors aforesaid held open notorious & adverse peaceful and undisturbed possession of said premises from 1832 until the year A.D. 1872. That said Mary E. Haynes and Washington Haynes and others confederating with them employed one Niles an Attorney at law at the city of Washington D.C. to defraud the said Henry Bartle deceased out of said lands and for that purpose and evil intent went into the Gordon County Virginia Court. June 10th 1871. By fraud and falsehood procured said Court to make the following certificate, to wit: "At a County Court held for Gordon County on the 10th day of January 1871 upon satisfactory evidence presented in the Court it is ordered to be certified that Lieut Edward Swain a Revolutionary Soldier left surviving him as his legal heirs and representatives Washington Haynes and Mary Haynes his wife who are now residing at Marellton Gordon County Virginia and the descendants of Ezekiah and Catherine Shaw whose names and residence are not known but who probably reside in the State of Maryland and there are the only heirs of said Edward Swain to this Court known or believed to be living at this present time." "A true and perfect transcript from the Record of this said Court certified under my hand and the seal of said Court this 20th day of January 1871.

Seal

Geo. M. Tray Jr. Clk"

The foregoing false and fraudulent and void certificate was obtained by fraud and falsehood and without any evidence or testimony of a legal character, without notice to Henry Bartle or any one and bears on its face the evidence of the own invalidity: yet this was the only evidence offered to prove that the said parties therein named were the heirs of Lieut. Edward Swain or any Edward Swain who entered Survey No. 9740. That said Mary E. Haynes and Washington Haynes obtained also by fraud and counterfeit means the original warrants and surveys from the land office at Charlestown on April 29th 1871 when they had remained from Nov. 19th 1830, without warrant or authority of law they obtained them from E.T. Hitchcock by paying him $150. for them which he had no right to receive or to give up said warrants to parties who had no right to receive them, with this false and fraudulent

certificate and by filing the original warrants so as aforesaid obtained, said Mary E. Haines and Washington R. Haines falsely and fraudulently and without warrant or authority of law and against the law procured from the Commissioner of the General Land Office on the 12th day of June A.D. 1871 what purports to be a patent on said Survey a copy of which is hereto attached marked "Exhibit A" and made a part of this petition which was so issued as aforesaid not only without any evidence to support it but exactly contrary to the laws of the United States in such case made and provided. The parties named in said Patent are not the heirs at law or any relative or kin to the Edward Smith who entered and had surveyed said Survey No. 9940. That the same is fraudulent, null and void and of no legal effect whatever and the issuing of said pretended patent was at the time of issuing the same expressly forbidden by law.

Exhibit "A"

U.S. Patent
to
Edward Smith

Fraudulent Patent

The United States of America. To all to whom these presents shall come Greeting: Know ye that in consideration of Military Service performed by Edward Smith a Lieutenant for three years to the United States in the Virginia line on Continental Establishment and in pursuance of an act of Congress of the United States passed on the 10th of August in the year 1790 entitled an Act to Enable the Officers and Soldiers of the Virginia line on Continental Establishment to obtain titles to certain lands lying North West of the river Ohio between the Little Miami and Scioto rivers, and other acts of said Congress amendatory of said act, there is granted by the United States unto Mary Haines the wife of Washington Haines and the heirs at law of Catharine Shaw and Hezekiah Shaw her husband, the said Mary Haines and Catharine Shaw being the only heirs and legal representatives of the said Edward Smith Lieutenant as aforesaid and now dec'd a certain tract of land containing Four Hundred Acres situate on the waters of Rush Creek between the Little Miami and Scioto rivers North and of the river Ohio as by Survey No. 9940 for four hundred acres bearing date first day of November 1830 founded on Military Land Warrant No. 5471 issued in favor of said Edward Smith and bounded and described as follows, viz: Beginning at a beech and two Lynns North West corner of Thomas Miller Survey No. 9919 and in the line of Elizabeth A. T. Scarborough Survey No. 12289; thence with Scarboroughs line North twelve degrees and four hundred poles to an elm and two maples South West corner of Abraham Bowman Survey No. 10051; thence North seventy eight degrees East one hundred and sixty poles to a hickory in said Bowmans line; thence South twelve degrees East four hundred poles to a beech in the North line of the aforesaid Miller Survey; thence with Millers line North seventy eight degrees one hundred and sixty poles to the beginning. To have and to hold the said tract of land together with all and singular the rights, immunities privileges and appurtenances to the same belonging or in anywise appertaining unto the said Mary Haines wife of Washington Haines and the heirs at law of Catharine Shaw and Hezekiah Shaw her husband and their heirs and assigns forever.
In testimony whereof I Ulysses S. Grant President of the United States of America have caused these letters to be made Patent and the seal of the General Land Office to be hereto affixed. Given under my hand at the City of Washington the fifth day of June in the year of our Lord one thousand eight hundred and seventy one and of the Independence of the United States the ninety fifth year. By the President U. S. Grant By J. Parsell Secretary Recorded Vol. 20. Pages 46 & 47.
General Land Office Oct. 18th 1871

The said defendants answering herein further represent and say that the said pretended Patent was all the title that said pretended heirs of Edward Smith who entered said Survey No. 9940 pretended to have to said Survey. It gives them no title, they have never had any title to said premises. Yet the said Mary E. Haines and others with these false, fraudulent and void papers commenced an action of Ejectment in the Court of Common Pleas of Union County, State of Ohio on the 2nd day of March A.D. 1872 against the said Henry Barth et. al. to obtain the possession of the said Survey No. 9940 and obtained the judgment of solely upon the evidence of said void patent not offering a single particle of evidence of title but instrument of writing and obtained the following judgment in that proceeding of which the following is a copy of the Record in that case, to-wit:-

The following is a true copy of the Record as recorded in the Law Record No. 14 P. 335, 336, 337, 338, 339, 340 and 341. In the case entitled

Copy of Record

Mary Haines and others
vs.
Henry Barth and others

Pleas before his Hon. P. B. Cole Presiding Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 20th day of December 1873. Heretofore on the 2nd day of March 1872 the following petition was filed with the Clerk of said Court which reads in the words and figures to-wit:- Court of Common Pleas, Union County Ohio, Mary Haines, Washington Haines her husband, John Shaw, Susannah Frank, Adaline Geary, Fanny Shaw, William H. Shaw, Charles R. Shaw, Sarah C. Cayman, George Cayman her husband, Samuel R. Shaw a minor who sues by his Guardian Elizabeth Shaw, Mary Carey, Elizabeth A. Carey, Rachael E. Carey, John R Carey and James C. Carey who are minors and sue by their next friend John H. Carey Plaintiffs vs. Henry Barth, Charles Barth, Eph. J. Moore, William F. Moore, Sarah H. Moore, John J. Moore and Louisa A. Moore, Defendants.

Petition:- The plaintiffs say that the said Mary Haines, John Shaw, Susannah Frank, Adaline Geary, Fanny Shaw, William H. Shaw, Charles R. Shaw, Sarah C. Cayman and Samuel R. Shaw, Mary J. Carey, Elizabeth A. Carey, Rachel E. Carey, John R Carey and James C. Carey have a legal estate in and are entitled to the immediate possession of the following described real estate situate in the County of Union, Ohio, to-wit:- All of Virginia Military Survey 9940, bounded and described as follows, to-wit:- Beginning at a beech and two lynns South West corner to Thomas Millers Survey No. 9919 and in the line of Elizabeth A. P. Scarboroughs line N. 12° W. 400 poles to an elm and two maples, South West corner to Abraham Bowmans Survey No. 10051; thence N. 78° E. 160 poles to a hickory in said Bowmans line; thence 12° E 400 poles to a beech in in the North line of the afore said Millers Survey; thence with Millers line S. 78° W. 160 poles to the beginning containing four hundred acres more or less. The defendants unlawfully keep the plaintiff out of the possession of said premises. The said Samuel R. Shaw is a minor and Elizabeth Shaw his mother is his Guardian duly appointed and qualified. The plaintiffs ask judgment for the delivery of the possession of said real estate to them. M. C. Lawrence Attorney for Plaintiffs

The State of Ohio }
Union County ss. } M. C. Lawrence being sworn, says that he is the Attorney of the Plaintiffs duly authorized, that the said plaintiffs are not residents of the said County of Union Ohio and are now absent therefrom, and that the facts stated and allegations contained in the foregoing petition are true as he verily believes. M. C. Lawrence

Sworn to by Wm. M. Lawrence before me and signed by him in my presence this 2nd
of March A.D. 1872. F. T. Arbaugh Clerk.
Praecipe Mary Manire and others vs. Henry Baetz and others in Common Pleas
Ver. Clerk: You will issue a summons in the case for the Defendants Henry Baetz
Charles Baetz Ephfa J. Moore, William F. Moore, Sarah M. Moore John J.
Moore and Louisa A. Moore who is a minor under 14 years of age residing with
her mother Ephfa J. Moore in Jackson Township, Darke County Ohio, you will
direct the writ to the Sheriff of Darke County aforesaid according to law endorse
the same. Plaintiffs Claims to have and seek possession of Survey No. 9944, Containing
400 acres more or less. March 2nd 1872. Wm. M. Lawrence Atty for Plaintiffs.
Acknowledge myself good for costs for Plaintiff. Wm. M. Lawrence.
Afterwards on the 2nd day of March 1872 the following writ of Summons was
issued by the Clerk of said Court which reads as follows:

Summons

The State of Ohio } Summons.
Darke County ss. } To the Sheriff of Darke County: You are commanded to notify
Henry Baetz, Charles Baetz, Ephfa J. Baetz, William F. Moore, Sarah M. Moore
John J. Moore and Louisa A. Moore who is a minor under 14 years of age resi-
ding with her mother Ephfa J. Moore in Jackson Township, Darke Co. Ohio, that
they have been sued by Mary Manire and others in the Court of Common Pleas
of Darke Co. Ohio and that unless they answer by the 20th day of March A.D.
1872, the petition of the plaintiffs against them filed in the Clerks Office of
said Court on said petition will be taken as true and judgment rendered ac-
cordingly: You will make due return of this summons the 4th day of March A.D. 1872
Witness F. T. Arbaugh, Clerk of said Court, and the seal thereof at Greenville, this second day
March A.D. 1872 F. T. Arbaugh, Clerk.

Said writ was indorsed as follows: Plaintiffs claim title to and ask possession of
Survey No. 9944. containing 400 acres more or less. Which writ of Summons was
afterward on the 7th day of March 1872 duly returned to the Clerks Office aforesaid
by the Sheriff aforesaid, with the following return of said Sheriff endorsed thereon to wit

Sheriffs Return

Sheriffs Return

The State of Ohio } Sheriffs Return
Darke County, ss. } Received this writ on the 2nd day of March 1872 and pursuant
to the command, I served Henry Baetz, Ephfa J. Moore, Sarah M. Moore, John
J. Moore, Louisa A. Moore who is a minor under 14 years of age residing with
her mother, by delivering to each of them a certified copy of this writ March 6th
1872. Charles Baetz and Wm F. Moore not found in my County. March 7th 1872
Service: $1.65. Mileage 2.50, Copies 1.50, Return 12 = $5.75. Robt Sharpe Sheriff.

Entry

Afterwards, on the 18th day of May 1872, the following entry was made in the
Journal of said Court which reads: to-wit:-

Mary Manire et. al. } Entry
vs.
Henry Baetz et. al } Leave to file Answer. Answer filed and Continued.

Afterwards on the 18th day of May 1872, the following Answer was filed with the
Clerk of said Court which reads in the words and figures to-wit:-

Mary Manire et. al.
vs. } Court of Common Pleas, Darke Co. Ohio
Henry Baetz et. al } Answer.

Answer

The said defendant named in said petition admit the 4 years
in possession of the lands in the petition described and deny not they claim
title thereto and they deny all other allegations of said Petition and demand

proof thereof. Petitioners & Pltffs Attys for Defendants

The State of Ohio } Henry Barth one of the defendants says the several allegations of
Darke County ss. } the foregoing Answer of the defendants are all true as he verily believes
Sworn to Before me and signed Henry Barth (X his mark) in my presence by
Henry Barth this 6th day of May 1872.

Afterward, on the first day of October 1872 the first day of Oct 1872 the following Entry
was made in the Journal of said Court which reads in the words and figures to-wit:-

Entry

Mary Haines et al
vs.
Henry Barth et al } Entry

This cause is continued with leave to the plaintiff to file
Amended Petition making new parties plaintiff in 20 days from this date of this Term of Court

Afterward on the 17th day of May 1873 the following entry was made in the Journal of
said Court which reads in the words and figures to-wit:-

Mary Haines Washington Haines her husband,
John Shaw, Lucretia Shaw, Adaline Henry,
Fanny Shaw, Wm H. Shaw, Chas R. Shaw,
Sarah Catharine Hayman, Geo Hayman her husband,
Samuel R. Shaw a minor who by his Guardian
Elizabeth Shaw, Mary J. Carey, Elizabeth A. Carey
Rachel E. Carey, John R Carey and James O Carey
minors who sue by their next friend John H. Carey, Pltffs.
vs.
Henry Barth, Charles Barth, Ephefa J. Moore,
Wm H. Moore, Sarah H Moore, John J. Moore,
and Louisa A. Moore, Defendants } Entry

This day this cause came on to be heard and all parties by their Attorneys having entered a jury and not a jury declaring a jury this cause was submitted by the parties to the Court upon the pleadings, evidence and exhibits. The Plaintiffs enjoin the issue joined between the parties, and that the said defendants do and forbear by keep the said plaintiffs out of the possession of the premises in the petition described as the plaintiffs have in their petition alleged, It is therefore ordered, considered and adjudged by the Court that the said Plaintiffs recover against the said Henry Barth, Charles Barth Ephefa J. Moore, Wm H. Moore, Sarah H Moore John J. Moore and Louisa A. Moore the premises in the petition described and also their cost in and about this suit expended taxed to $ And thereupon came the said Henry Barth, Charles Barth, Ephefa J. Moore Wm Moore John J. Moore and Louisa A. Moore the defendants by their Attorneys Petterson & Pipes and made application to the Court for the valuation of improvements and assessments of damages under the Statute for the relief of occupying claimants. And the Court having considered the same are of opinion that the said defendants are entitled thereto: Whereupon it is ordered by the Court that further proceedings may be had in the case agreeably to the provisions of said Statute. Here follows the following precipe filed on the 30th day of August A.D. 1873:-

Precipe Mary Haines et. al.
vs.
Henry Barth et. al. } Darke County Common Pleas Court.

Mr. Clerk:- You will cause a jury to be drawn and sworn and in the above case, under the occupying claimants law Aug. 30th 1873
W. O. Lawrence Plaintiffs Attorney.

Afterward, on the 30th day of August 1873 the following order was issued by the Clerk of said Court which reads in the words and figures to-wit:- Order to Sheriff for Valuation of improvements &c.

The State of Ohio
Darke County ss. } To the Sheriff of Darke County, Greeting:-

Whereas on the 17th day of May A.D. 1873 Mary Haines

Washington Haines her husband, John Shaw, Susannah Shaw, Frank, Adeline Jane, Fanny Shaw, Wm H. Shaw, Charles P. Shaw, Sarah C. Dayman, George Dayman her husband, Samuel R. Shaw, a minor who sues by his Guardian Elizabeth Shaw, Mary J. Carey, Elizabeth A. Carey, Rachel E. Carey, John R. Carey and James C. Carey minors who sue by their next friend John F. H. Carey recovered a judgment against Henry Barth, Charles Barth, Ephfa J. Moore, Wm F. Moore, Sarah H. Moore, John J. Moore and Louisa A. Moore in a certain action of ejectment lately pending in Court of Common Pleas within and for the said County of Union for the term yet to come in the following lands and tenements to-wit:- Beginning at a beech and two lynns N. West corner to Thomas Millers Survey No. 9719 and in the line of Elizabeth A. P. Scarbrough's Survey No. 12259. Thence with Scarbroughs line N. 12° W. 400 poles to an elm and two maples South West corner to Abraham Bowmans Survey No. 10051; thence N. 78° E. 160 poles to a hickory in said Bowmans line; thence S. 12° E 400 poles to a beech in the N. line of the aforesaid Millers Survey; thence with Millers line S. 78° W. 160 poles to the beginning, containing four hundred acres more or less. And whereas also that upon the rendition of said judgment in said Court of Common Pleas application for that purpose granted to the said Henry Barth, Charles Barth, Ephfa J. Moore Wm F. Moore, Sarah H. Moore, John J. Moore and Louisa A. Moore or by any person or persons under whom the said Henry Barth Chas Barth, Ephfa J. Moore, Wm F. Moore, Sarah H. Moore John J. Moore and Louisa A. Moore hold the same previous to the 2nd day of March 1872 and also that in like manner you cause to be made a just and true assessment of the damages if any which the said lands or tenements may have sustained by waste together with the nett annual value of the rents and profits which the said Henry Barth Charles Barth, Ephfa J. Moore, Wm F. Moore, Sarah H. Moore, John J. Moore and Louisa A. Moore, may have recd. from the same from and after the 2nd day of March A.D. 1872 deducting the amount of such rents and profits from the estimated value of the lasting and valuable improvements aforesaid And also that in like manner you cause to be made a just and true assessment of the value of the said lands and tenements on the 17th day of May A.D. 1873, exclusive of the improvements made thereon and of the damages sustained by waste as aforesaid and of this writ make legal service and due return. Witness F. T. Ashton Clerk of our said Court of Common Pleas at Marysville this 30th day of Aug. A.D. 1873. F. T. Ashton Clerk.

Return &c.

The State of Ohio }
Union County, ss. } Personally appeared before me, J. M. Darling a Notary Public of said County the following jurors, viz: John Bennett, Emanuel Jarvis, Joseph Maskell, J. M. Sanders, Nathaniel Brooks, H. S. McKitrick, Solomon Wright, P. Crandall, J. T. McCollough, John Trimble, W. C. Hastings and Abraham Holycross and were by me duly sworn to discharge their duty as jurors according to the order of this writ. Sept. 15th 1873. James M. Darling Notary Public

Mary Haines et. al. }
vs. } In Union County Common Pleas Court.
Henry Barth et. al. } We the undersigned jurors called in the above case under the act for the relief of occupying claimants, do upon actual view of the premises mentioned in the petition and order and after having been duly sworn by competent authority, make the following assessment to-wit: 1st The lasting and valuable improvements on the 100 acres of said land owned and held by Charles

Bartlett. We assess and value at the sum of ($5-50 00) Five hundred and fifty dollars, we also assess the damages which said lands have sustained by waste together with the net value of the rents and profits which said Charles Bartlett have received or had the benefit of since the 2nd day of March 1872 at the sum of ($100.) one hundred dollars, which amount deducted from the above estimate of lasting and valuable improvements leaves the sum of ($750.) Three hundred and fifty dollars, we also assess the value of said one hundred acres at the time of the rendition of judgement in the above case without the improvements thereon or damages sustained by waste at the sum of ($1700) Fifteen hundred dollars. 3rd The lasting and valuable improvements on the one hundred and eighty five acres owned and held by Henry Barth, we assess and value as follows; The house on said premises $1200. The barn on said premises $500. Other improvements $2282.50 including clearing and fencing $4782.50. We also assess the damages which said 185 acres of land have sustained by waste together with the net value of the rents and profits which said Henry Barth have received or had the benefit of since the 2nd day of March 1872 at the sum of ($700) Four hundred dollars which amount deducted from the above estimate of lasting and valuable improvements leaves the sum of ($4382.50) Forty-three hundred eighty two and 50/100 dollars. We also assess the value of said 185 acres at the time of the rendition of judgement in the above case without the improvements thereon or damages sustained by waste at the sum of ($2973.75) Two thousand nine hundred forty-three and 75/100 dollars 3rd The lasting and valuable improvements on the one hundred acres of said land owned and held by Ephfa J. Moore widow and William T. Moore and others heirs of Fred. T. Moore deceased, we assess and value at the sum of ($566.00) Five hundred sixty-six 00/100 dollars, we also assess the damages which said 100 acres of land have sustained by waste together with the net value of the rents and profits, which said Ephfa J. Moore widow and Wm T. Moore and others heirs have received or had the benefit of since the 2nd day of March 1872 at the sum of ($25.00) Twenty-five dollars, which amount deducted from the above estimate of lasting and valuable improvements leave the sum of ($531.00) Five hundred, thirty one 00 dollars. We also assess the value of said 100 acres at the time of the rendition of judgement in the above case without the improvements thereon or damages sustained by waste at the sum of $1024.00. Witness our hands this 15th day of September 1873.

H. S. McNitrick Seal. Abrahamm Hollyowes Seal. J. M. Sanders Seal
Joseph Mackill Seal John Bennett Seal J. N. Pendlebaugh Seal
E. Jarvis Seal Stat. Brooks Seal John Tennille Seal
W. C. Hastings Seal S. Wright Seal

I served this writ upon the jurors within named by notifying each, three of whom the 15th day of September 1873, the said jurors so summoned in this writ were served to appear at the village of Macyville and the parties to this proceedings being represented by their Attorneys and the said jury so empannelled was duly sworn by Jas. M. Darling Notary Public in and for said County, and with the said jury I proceeded to and did this execute this writ as will appear by certain sheriffs fees $10.00, Jurors fees: John Bennett 2.00, Emanuel Jarvis 2.80 Joseph Mackill 2.60 N. Brooks 2.60, H. S. McNitrick 3.20, J. M. Sanders 2.40, Solomon Wright 2.40 P. Crawford 2.60, J. N. McPullough 2.40 John Tennille 2.20, W. C. Hastings 2.40 Abrahamm Hollyowes 3.20

John C. Price, Sheriff of Monroe County, Ga.

Afterwards on the 20th day of Oct. 1873 the following Entries were filed with the Clerk of said Court which are in the words and figures, to-wit:-

Mary Haines et al.
vs.
Henry Bartle et al.

Motion

Motion

The defendants Henry Bartle and Charles Bartle elect to take the value of the improvements as assessed by the jury and the taxes paid by them on the land under their tax title under which they held possession of the 285 acres in their possession and they elect to render possession of said lands on the payment of said taxes and the value of the improvements as assessed as aforesaid. Robinson & Pyle Attys for Henry & Charles Bartle.

Afterwards on the 21st day of Oct. 1873 the following entries were filed with the Clerk of said Court which are in the words and figures, to-wit:-

Mary Haines et al.
vs.
Henry Bartle et al.

Motion

For Plaintiffs Exception. The Plaintiffs now come and move the Court to confirm the report of the jury in this case made under the accompanying claimants law and they further say that they elect to take the value of the lands as fixed by the jury in a state of nature and proffer or offer to convey to the defendants under said statute. Mary Haines and others by W. D. Lawrence their Attorney

Afterwards on the 20th day of December 1873 the following Entry was made on the journal of said Court which are in the words and figures to-wit:-

Mary Haines et al.
vs.
Henry Bartle et al.

Entry

Entry.

This day came on this cause to be heard on the motion to confirm the report of the Sheriff and the jury empannelled according to law under the accompanying claimants law. Whereupon there being no objection the said report and proceedings and verdict of said jury is hereby confirmed and thereupon came on the cause to be heard on the motion of the plaintiffs to convey the lands to the defendants upon their paying down the value of said lands as appraised in a state of nature and upon the motion of the defendants to surrender the possession of the lands on their possession upon payments to them by the plaintiffs of the value of the improvements as made by said jury after deducting costs and court as ordered by said jury and demanding that if the Court should require them to take the lands in a state of nature as above as aforesaid the account of taxes duly assessed and paid by them on said land should be deducted from said valuation of the said land in a state of nature and upon the court find that said Henry Bartle and Charles Bartle held the 285 acres in their possession under a tax sale made Dec. 12th 1831 of same under Survey No. 9970 which the Court find was so far irregular as to be inoperative to convey title to the land and that the amount for which said lands sold at tax sale Dec. 12th 1831 together with the taxes since duly assessed thereon and paid by said Henry and Charles Bartle under said tax sale amount to seven hundred and sixty seven & 28/100 dollars without any interest thereon, that said lands when so sold for taxes were in a state of nature without any improvements thereon that no patent was issued for said lands until June 5th 1871. Therefore the Court find that the said plaintiffs Mary Haines and others have the right to elect to take the value of said land, as assessed by said jury in a state of nature without any reductions for taxes paid by them the defendants under said tax title, and that the defendants have no right of election to surrender their possession and receive the pay for the improvements

made Master after deducting said costs and waste and do therefore surrender the premises aforesaid of Clark and Henry Barth and do sustain the petition of the said plaintiffs Mary Haines and others to all effects entirely the said Henry and Chas. Barth deceased. Whereupon the Court do order and adjudge that the said plaintiffs convey the said lands to the defendants and said sufficient deeds of general warranty and that on the delivery of such deed the said Henry Barth and the said Charles Barth and the said Elisha J. Moore widow and Wm Roderick Moore, Sarah H. Moore, John J. Moore the heirs of Roderick Moore deceased pay to said plaintiffs the one third of the several amounts for which said lands were appraised in a state of nature and that at 12 mos. after the date they pay said plaintiffs another third of said sums and at 24 months after date they pay the plaintiffs the remaining part thereof, all with interest from the 20th day of October 1873 and that the said payments be and remain a lien on their respective portions of said lands until paid. And it is further ordered that the costs of the proceedings under the conveyancing claim not have taxed to # be paid by said plaintiffs Mary Haines and others. V. V. Mellon, Clerk. 50¢

I do hereby certify that the above is a true transcript of the record in the above case as recorded in the Records of Darke County Ohio. B. L. Pendleton Attorney

That in said action of Ejectment the Atty. of said Henry Barth deceased and James M. Robinson the Attorney of the plaintiff Ascension Smith in this case and that through ignorance of the facts herein before and herein after stated neglected and failed to plead the Statutes of limitation of the State of Ohio. He failed to plead the title of the said Henry Barth to said premises and plead only a general denial of the title of plaintiff in said action, and on trial of the case offered no testimony or evidence the said Henry Barth not being present and aged and incapable of speaking English knew nothing of the nature of the defence that should be made or the evidence that ought to be offered and the said J. M. Robinson before the trial of the case admitted or conceded that the said Patent was conclusive evidence of title and that no defence could be interposed against the same supposing that the Patent was legal and genuine not knowing the fraudulent and unlawful acts by which it had been procured and not knowing the law in such case made and provided. Whereby the said plaintiffs in that action fraudulently and unlawfully procured said judgment in said ejectment suit by the means and in the manner aforesaid and the Court in that case also erred in refusing to allow the said Henry Barth his taxes which he had paid on said premises with the penalties and interest thereon as provided by law. That said plaintiffs in said ejectment suit were not the owners of said premises Said Survey No. 9740 and had not the title thereto The said Ascension Smith plaintiff in this case and not a party plaintiff or defendant in said ejectment suit were nor any of said parties defendant in this case parties plaintiff or defendant in said ejectment suit except as shown by the Record of said judgment and no evidence was offered to show that any of them were heirs of the Edward Smith who entered and had surveyed said Survey No. 9740. That said Henry Barth was at all times after he so as aforesaid purchased said premises the owner of the whole title of said premises, except what had been sold off by him to the other defendants in said ejectment suit also with the said Henry Barth in ignorance of their rights paid off the judgments entered against them under the conveying claimant law and said average Seven complained of relates only to the 185 acres of which said Henry Barth was seized at the time of the ejectment suit aforesaid and to that 185 acres the said plaintiff Ascension Smith nor the other defendants claiming

adversely to these defendants, never had any claim or right or title in said premises.
These defendants answering herein further say that they deny that said plaintiff Annerson
Smith ever was the owner in fee of the undivided one third part of the premises in the petition
described or any interest or estate therein whatever. The said defendants answering herein further
deny that on the 25th day of March A.D. 1877 said plaintiffs Annerson Smith sold and
conveyed by warranty deed the undivided third part of said 155 acres described in the
petition to Henry Booth or that he had any right, title or authority to convey the same
or that he had any right title or interest to convey in said premises or any part thereof
and any conveyance or attempted conveyance of said plaintiff Annerson Smith was
wholly, without consideration void and conveyed no title or interest in said
premises and that said Mary E. Reeves, John Shaw, Susannah Booth, William H. Henry Shaw
Charles R. Shaw, Samuel Shaw, Gerald B. Lawrence did not convey any title or legal
or equitable in said premises to said Henry Booth there being none deeded or that they
had any interest or title in said premises to convey the same and any attempted
conveyance of said plaintiff or any of said defendants claiming adversely to these
defendants were wholly inoperative and void as none of these had any title or interest
in said premises and never had as they all well knew at the time of their attempted
conveyance. That the order of the Court in said ejectment suit was that the
successful claimant should by good and sufficient warranty deeds the higher and
better title before said Henry Booth should be called upon to pay said sums so
adjudged to be paid and such is the law. The said plaintiffs in said suit never
complied with the law or the order of the Court in that case and never came correctly with
it for the reasons hereinbefore stated. These defendants further say that on the 25th day
of March A.D. 1877 the said Henry Booth without consideration and in ignorance
of the facts and law and by reason hereinafter stated made a note and mortgage
to said W. O. Lawrence who represented and pretended to be Trustee for the heirs of
Lieutenant Edward Smith. And who was not a Trustee for them and had no
right to act for them as such Trustee, and was not authorized to take such a
note and mortgage and gave no consideration for said note and mortgage
and which was wholly invalid and void. That said W. O. Lawrence did
this for the fraudulent purpose of collecting said sums of money adjudged
against said defendants in said ejectment suit for the reason that he could
not procure and did not procure and never came possession general warranty
deed from the heirs of Lieut Edward Smith or any Edward Smith who had or
ever had any interest in said Survey No. 7940. There being no such persons living
and no one who did make such a deed and no deed has ever been made
out by any one who had any right to make it. That said W. O. Lawrence reported
Trustee as aforesaid entered into said note and mortgage being on the 17th day
of August A.D. 1877, filed his petition in the Court of Common Pleas of Huron County
Ohio to foreclose the same and afterwards procured a decree of foreclosure therein in
said Court of Common Pleas from which judgment and decree the defendants
appealed to the District Court of Huron County Ohio and duly perfected their appeals
in which District Court said case is now pending and which suit is upon the
same note and mortgage brought to be foreclosed in this suit and in whose favor
said plaintiffs claim are the said mortgage. This case was decided in favor
of the defendants answering herein in the Court of Common Pleas and appealed
by the plaintiffs to the District Court and by agreement consolidated with the
Case of W. O. Lawrence Trustee against Henry Booth et. al. These defendants
further answering said petition of said plaintiff say that said note and mortgage

were given for no consideration real or pretended between the satisfaction of the said judgement and decree rendered in said cause and suit of same hereinbefore set forth which decree and judgement of said Court of Common Pleas of which said note and mortgage were given and obtained by fraud and imposition in said action of ejectment against said Henry Baetz. the only evidence in support of said claim was the patented patent issued to one Mary E. Haines et. al. or the reputed heirs of one Lieut Edward Smith and which was the only title or evidence of title which said plaintiffs in said suit offered in evidence or claimed to have. which was wholly void and was not even competent evidence to be offered in said case. and the Court in permitting offered unnecessarily prolonged the repeated adjudications of the Supreme Court of the United States on the identical questions in evidence of said patents. Now defendants further say that said Henry Baetz did not discover the fact aforesaid nor the fraud that had been practiced upon him until after suit had been concluded or aforesaid to foreclose said note and mortgage as aforesaid stated and could not have known thereof until the discovery of the fraud &c all and the matters set up upon him — and that said Henry Baetz and his wife wholly in ignorance of the facts and without any culpable or legal consideration executed said note and mortgage to said Wm. O. Lawrence supposing he had authority to act in the capacity of Trustee as aforesaid and that he had procured the legal and better titles to be conveyed to him and relying upon and believing the representations of said Wm. O. Lawrence and that said Wm. O. Lawrence represented and pretended that he was the Trustee of the heirs of Lieut Edward Smith in whose name he pretended to act and in their behalf as he claimed he was acting and had conducted said suit of ejectment and in which case the successful party had been so as aforesaid ordered to convey said Survey 7940 by good and sufficient warranty deed upon pain of judgement of 3 upon delivery of such deed, 3 in twelve months and one third in twenty four months thereafter and the said Wm. O. Lawrence then and there pretended and so represented that he had procured such deeds of general warranty from the parties who were the owners thereof, as ordered by the Court in said case. conveying the title in fee simple in said premises to said Henry Baetz and representing to said Henry Baetz that said Henry Baetz was compelled to make said note and mortgage or give up said premises and by reason thereof of the said Henry Baetz were ordered to pay the down payment adjudged against him part of which was included in said note and mortgage, and to sign said note and mortgage set forth and described in the petition for the payment of the balance so ordered to be paid by the Court in said case set forth in the demurrer and cross petition in this case herein fore The said Wm. O. Lawrence well knowing that he was not the Trustee of said reputed heirs of said Edward Smith and well knowing that the papers which he delivered to said Henry Baetz purporting to be warranty deeds from the heirs of Edward Smith deceased and which he represented as good and sufficient warranty deeds as ordered by said Court in said case agreed to were not of any validity whatever and that they were not legally signed, executed or acknowledged by said parties who were ordered and required to make the same, nor were said pretended deeds signed executed or acknowledged by any one authorized to act for the heirs of Lieutenant Edward Smith or any Edward Smith who had any claim to said lands. That the Power of Attorney upon which said deed was made was cancelled and never authorized the making of any warranty deeds of writing and said Power of Attorney was never made by any heirs of the Edward Smith who entered said Survey No. 7940, and no pretended deed or conveyance of any kind was ever at any time made by said Adaline Lowry, Elizabeth

Shaw, Samuel R. Shaw, Mary Barry, James Barry, Rachel Barry, John R Barry
John W H Barry and other parties mentioned in said ejectment suit, and get-
ting said W. O. Lawrence well knowing the premises and representing said
fraudulent deed to be deeds of good and sufficient general warranty for said
Survey No. 9940 made by all parties interested in said premises adverse to said
Henry Bank, in pursuance of said order of said Court and said Henry Bank
relying upon and believing said representations of said W. O. Lawrence thereby and
by reason of said fraudulent and false representations and false pretenses, was
induced to sign said note and execute said mortgage described in said peti-
tion without any consideration therefor and when canceling said fraudulent
judgment in said ejectment suit, for which said note and mortgage were asked
to be given in satisfaction, and no deed conveying any title by any person who
had any title to said premises or who had any authority to make a deed thereof
had been made to said Henry Bank or his legal representatives. And these defend-
ants further answering said petition say: that the parties to said ejectment suit
except Lawrence Smith are parties to this suit and no rights accrued or changed
said ejectment suit except said Lawrence Smith who had been left out in the
in said suit and who came into Court afterwards by his friend J. M. Robinson and
made Mary E. Harris divorce with him the spirits of said suit. And these defendants
further say that said Washington Harris claiming to be Atty in fact for Solon Shaw
Savanah Trunk, Wm Henry Shaw, Charles R. Shaw and Sarah O. Baynham and
George H. Baynham, made said fraudulent deeds for them after they had refused
to make any deed, by virtue of a pretended form of Atty which did not authorize
the making of a deed and had not been recorded according to law and had
said note and mortgage made to W. O. Lawrence a pretended Vendee for the
express reason that said parties would not even pretend to convey said premises
and never have done so yet. These defendants further answer said petition say
that they deny that there were any such premises as are represented in said eject-
ment suit by plaintiff that are heirs of said Edward Smith. They deny that
said plaintiff in this case is an heir of Edward Smith who entered and surveyed
said Survey No. 9940, that they the said plaintiff in this suit and the other defend-
ants in this case claiming adversely to these defendants are only pretenders and have
no connection or force related to the Edward Smith who was the original owner
of Survey No. 9940 whose estate ship can not be established. That it is necessary
to protect these defendants as heirs and legal representatives of said Henry Bank dec'd
from the payment of a large sum of money to persons who are not entitled to
receive it and have no claim to it, that their relation and connection with
the heirs of said Edward Smith be shown and established, that their heirship
(if any) and legitimacy and pedigree be established, to ascertain if in fact any
such person ever did or ever had an existence which these defendants deny; and these
defendants further say that if any such persons ever existed or do now exist they never
had any claim against said Henry Bank or to the lands and tenements described
in the petition. That said Henry Bank deceased was the legal owner in fee simple of
said premises by a good and indefeasible title and that upon his death the same
descended to his heirs assigns and legal representatives. That ... right or title
or interest said Edward Smith ever had in or to said premises in or to said Survey
No. 9940 became wholly divested from him and no title ever passed to his heirs
if he had any. That said lands became forfeited to the State of Ohio and was sold at
tax sale as aforesaid stated and that the survey of said land and the certificate

made

thereof were returned to the General Land Office and no patent could be issued
thereon after 1852 and prior to June 1882. That the time to issue patent was never
extended nor 1852. These defendants further say that said judgment in said ejectment suit
obtained upon the evidence alone of said said patent and which were as aforesaid
stated procured by fraud and imposition upon the Land Office and imposed upon
the Court of Common Pleas of Union County and which fraud and imposition were
not discovered by said Henry Baetz until the month of January 1877 or about that time
These defendants further say that said fraudulent judgment in said ejectment suit
were the only pretense of a consideration for said note and mortgage in said in
this case. That the same were known by said Wm. O. Lawrence and these confederating
with him to be wholly false and fraudulent at the time said note and mortgage were
as aforesaid procured, and that the said Henry Baetz was wholly ignorant of the fraud practiced upon him. That said judgment and said note and
mortgage are unregistered and void. That said note and mortgage should be de-
livered up and cancelled and declared fraudulent and void. That said judgment in
said ejectment suit should be set aside, cancelled declared null and void and perpetually
enjoined that said judgment and said note and mortgage in said suit of Wm. O.
Lawrence Trustee against Henry Baetz should be set aside and cancelled and said
lands and tenements described in the petition be wholly released from the same
That the claims of said plaintiff and said other defendants could a cloud upon the
title of these defendants to their said lands to their great irreparable injury. That their
title as heirs and legal representatives of said Henry Baetz deceased in and to
said premises should be quieted and forever set at rest. That all the parties
who claim any interest in said lands are made before the Court and the plaintiff
and all the defendants claiming adversely to these defendants should be per-
petually enjoined from interfering with or attempting or disturbing these defend
ants in the peaceful, quiet and undisturbed possession of said premises and should
be enjoined from further proceedings or attempting to procure any suit against these
defendants therefor or from bringing any other or further suit concerning said lands
and tenements or from setting up any claims in or to said premises. And these
defendants further answering said petition and said answer and cross petition of
said Adaline Henry, J. W. Robinson, A. T. Carpenter Administrator Wm. O. Lawrence
deceased, Samuel E. Shaw, Mary E. Warner, John Shaw Sarah Trent, Wm Henry
Shaw, Sarah M. Dagneau and Charles R. Shaw, deny each and every allegation in
said answer and cross petition contained and by way of answer to said Cross
petition of said adverse defendants and reply to said answer say that the facts
as stated in this answer and cross petition are hereby plead in answer to and
in reply thereto. That all allegations not herein expressly denied or admitted,
contained in said petition of said plaintiff or this answer and cross petition
of said other defendants claiming adversely to these defendants are expressly
denied. That this answer and cross petition is intended to apply in this case
as consolidated in the District Court of Union County Ohio at the March Term
thereof A. D. 1882. Wherefore these defendants answering herein pray that all of said
parties, both the plaintiffs and the said other defendants claiming adversely to
these defendants be required to answer this answer and cross petition and show
what claims they have in and to said premises in the petition described. What
relation if any they are to the Edward Smith who entered said Survey No 9700
and proof of such relationship and their identity. That said note and mortgage
be cancelled and delivered up that said judgment and decree in said ejectment

suit be cancelled, executed, set aside and held for naught and that the said premises affected thereby be orderly released therefrom. That the said plaintiff in this suit and the plaintiff in said ejectment suit be restrained and perpetually enjoined from collecting or attempting to collect or enforce said judgement and decree in said ejectment suit or from bringing or attempting to bring any suit or suits thereto and that all parties claiming under or through them be likewise perpetually enjoined. That said pretended Patent be declared invalid and void and held for naught. That said plaintiff and said other defendants claiming adversely to these defendants be perpetually enjoined from disturbing or interfering with these defendants in the peaceful and quiet enjoyment of said premises and be perpetually enjoined from making or setting up any claim to said premises or from setting up any title thereto or from suing or attempting to sue therefor. That the judgement rendered in the case of W. O. Lawrence Trustee against Henry Barth consolidated with this case be cancelled stayed and perpetually enjoined. And these defendants further pray that their title in and to said premises and that of their heirs and assignees be forever quieted and set at rest and all cloud removed therefrom and for all such other and further relief as the nature of the case in equity may require H. T. Van West for defendants

The State of Ohio }
Warren County ss } Rosana Stoltz being duly sworn says she is one of the defendants in this case duly authorized to act for the other defendants answering herein and now absent from the County, and that the facts stated and allegations contained in the foregoing answer and cross petition are as she believes true.

Rosana Stoltz

Sworn to before me and subscribed in my presence this 13th day of April A.D. 1882

Seal

Campbell A. P.

Afterwards to wit the 9th day of March A.D. 1883 a motion was filed with the Clerk of said District Court which reads as follows; to-wit:-

Motion for New Trial D.C. No. 88

W. O. Lawrence Trustee, Against Henry Barth et al.
And
Rosanna Smith, Against Mary E. Haines et al.

In the District Court of Warren Co. Ohio
Consolidated
Motion for New Trial.

And now come the said defendants Henry Barth, Charles Barth, William Barth, Rosana Stoltz and Caroline Kandgeoltz and move the Court to set aside the findings and judgement of the District Court in this case and grant a new trial herein for the following reasons to-wit:-

1st Because the findings and judgement and order of the Court are against the law and the evidence and have not sustained by the evidence in the case.

2nd Because the findings judgement and order of the Court are against the law and contrary to law in such case made and provided.

3rd Because the Court of Common Pleas and District Court erred in overruling the Demurrer to the Reply of W. O Lawrence filed September 22nd 1877 in case of W. O Lawrence Trustee against Henry Barth et al.

4th Because the Court erred in the findings and judgement as to the amount due to whom due, and because the damages are excessive and largely in excess of what should be paid, the Court allowing interest before the plaintiffs were entitled to. Thereby in any if at all. 5th The Court erred in not cancelling the mortgage and order in the petition set forth and in not enjoining the collection of the judgement upon which the same is founded. 6th The findings and judgement of said District Court were in favor of said plaintiffs when under the law of the land the findings

and judgm
Wherefore the
for the reasons

Affirmed
District Court
W. O. Lawrence

Entry
No. 88.
S. C.

No. 3876.

Order for
New Trial
No. 3876

and judgment of the Court should have been in favor of the said defendants making the motion
Wherefore these defendants pray the Court for a new trial
for the reasons herein mentioned and appearing on the pleadings and the evidence in the case
H. T. Van Fleet and J. L. Cameron Attys for Defendants

Afterwards on the 29th day of March A.D. 1883 an Entry was made in the Journal of said District Court which reads as follows, to-wit:-

Entry No. 88. D.C. — M. C. Lawrence Guardian of heirs of Lieut. Edward Smith Plaintiff
Against
Henry Barth et al. Defendants
And
Newsom Smith Plaintiff
No. 88 D.C. — Against
Mary E. Haines et al. Defendant

In the District Court of Union County Ohio
Consolidated with Case No. 88.
Bill of Exceptions.

And now Henry Barth Jr. Charles Barth, William Barth, Rosanna Scholtz and Caroline A Kautzholtz (Shertzer) and presented their certain Bill of Exceptions taken on the trial of these causes after consolidation as hereinbefore ordered and the same is allowed and signed and sealed and ordered to be placed on file with the pleadings and made a part of the Record in this case

On the 21st day of March A.D. 1883 the following Praecipe was filed with the Clerk of said Common Pleas Court, to-wit:-

Praecipe No. 3876. — Newsom Smith Plaintiff
vs.
Mary E. Haines et al. Defendants

Court of Common Pleas, Union County Ohio
Marysville, March 21st 1883

To the Clerk of said Court:- Issue an Order of Sale in the above case in favor of Newsom Smith against the heirs of Henry Barth dec'd and H. T. Van Fleet for the Sale of 185 acres of land returnable according to law
No of case No. 3876
J. W. Robinson Atty. for Plaintiff.

On the 21st 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 3876 — The State of Ohio, Union County ss.

Order of Sale
To the Sheriff of said County, Greeting

Whereas, at a term of the District Court held at Marysville in and for said County on the ninth day of March A.D. 1883, in the cause of Newsom Smith Plaintiff and Mary E. Haines et al. Defendants, it was ordered adjudged and decreed as follows, to-wit:- That unless the said defendants the said heirs of Henry Barth deceased, to-wit: Charles Barth, William H. Barth, Henry D. Barth, Rosanna M. Scholtz Caroline Maud Schatz and H. T. Van Fleet, Shall within ten days pay to the said Newsom Smith the sum of Two Thousand Ninety-Six dollars and forty-three cents ($2096 43) due to him with interest thereon at eight per cent per annum from the 9th day of March 1883, that an Order of Sale issue to the Sheriff of said County commanding him to appraise advertise and sell said 185 acres of land in said petition described, according to law. to-wit: Situate in Union County Ohio, Part of Survey No. 9940. Beginning at a stake beech bears S 48½ W. 27 links South East corner of 100 acres conveyed to the heirs of Frederick Moore Dec'd and in the East line of said Survey: Thence with said line S 9 E 186½ poles to a stake, corner to 100 acres conveyed to Charles Barth; Thence with Chas Barth's North line S. 80 W 158 poles to a stake North West corner of said 100 acres in the West line of said Survey. thence with said line N. 9 W. 190 poles to a stake South West corner of said Moore's 100 acres, Thence with the South line of said 100 acres N. 81 E 157 poles to the beginning

Containing 185 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 regulating Sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest as specified therein: and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court, at Marysville this 21st day of March A.D. 1883.

J. Q. Burgner Clerk, By W. M. Winget Deputy Clerk.

Sheriff's Return

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 29th day of March 1883 summon John M. Blue, Jacob Temple and J. J. Reid, three disinterested freeholders of said County, who were by me duly sworn to view and appraise the lands and tenements therein described; and afterwards on the 29th day of March 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 Forty Eight Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of Common Pleas in said county. And on the 3rd 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 lands and tenements to be sold at public sale, at the North 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 then and there came James W. Robinson who bid for the same the sum of $6243.75 Six Thousand Two Hundred and Forty Three and 75/100 Dollars and said sum being more than two thirds of the appraised value thereof; and said James W. Robinson being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of Six Thousand Two Hundred and Forty Three and 75/100 Dollars. Received none of the payment on this land except my own fees. Sheriff's Fees:- Service $.30, Levy .30, Summoning and Swearing Appraisers 1.20, Appraisers Fees 3.00, Conveying Appraisers 1.50, Writing Appraisal .30, Copy of Appraisal .30, Printers Fees 11.00, Notice to Printers .30, Affidavit of Printer, Writing Notice .30, Mileage 4.00 Poundage 68.00 Total $90 50/100. John Hobensack 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:-

Proof of Publication

Newsom Smith vs. Mary E. Haynes 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 of Union County Ohio, I will offer at Public Sale at the north door of the Court-House in Marysville, Ohio on Saturday 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 Township of Jackson, County of Union, State of Ohio, and being known and described as part of Survey No. 9940. Beginning at a stake beech bears South 48½ West 27 links, South east corner of one hundred acres conveyed

to the heirs of Frederick Moore, deceased, and in the east line of said Survey: thence with said line South 9 East 186½ poles to a stake, corner to one hundred acres conveyed to Charles Barth; thence with Charles Barth's north line South 80 West 158 poles to a stake north west corner of said one hundred acres in the west line of said Survey: thence with said line North 9 West 190 poles to a stake south west corner of said Moore's one hundred acres; thence with the south line of said one hundred acres West 81 East 157 8/10 poles to the beginning containing 185 acres more or less. Appraised at 48.00 Dollars per acre. Terms of Sale Cash.

April 4th 1883.-5w-P. J. $11.00

John Hobensack, Sheriff, J. W. Robinson, 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 April 4th 1883.

W. O. Shearer

Sworn to and subscribed before me, this 10th day of May, 1883.

J. Q. Bruger Clerk

On the 9th day of May A. D. 1883, an Entry was made in the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

Newson Smith
vs.
Mary E. Haines et als

Court of Common Pleas, Union County, Ohio

This day came on this cause to be heard on the motion to confirm sale and the Court finding that all the proceedings aforesaid and said sale are regular and lawful, does hereby confirm the same and order the said Sheriff to execute and deliver to said purchaser his deed as Sheriff conveying to him in fee the title of all of said defendants in said land. And the Court order that Hylas Sabine make his report as Receiver and that out of the moneys in his hands he pay the costs in this cause and the taxes which are a lien on said land; he deducting his personal fees as Receiver and if anything be left of the proceeds in his hands that the same be paid over to the heirs of Henry Barth decd and H. T. VanFleet. And the Court further order that the proceeds of the said Sale be applied in payment of the sums decreed in this Court to be paid to Newson Smith and the other heirs of Lt. Edward Smith decd as set forth in the Record of this Court and in the District Court of this County and if the money in the said Receivers hands prove not sufficient to pay said costs and taxes and liens for taxes then the balance of said costs are ordered to be paid out of the said sale and if after paying all the costs and taxes &c as aforesaid in said decree in favor of said Smith's heirs, there is any balance remaining it is hereby ordered that said balance be paid one half to H. T. VanFleet and the other half to said heirs of Henry Barth decd in equal parts.

Afterward on the 23rd day of May A. D. 1883, the following report of the Receiver was filed with the Clerk of said Court, to-wit:-

Report of Receiver

M. C. Lawrence Trustee etc
vs.
Henry Barth et. al.

Union Common Pleas, District Court 1880

H. Sabine Receiver in the above case appointed March 1880 makes the following Report for settlement:-

Received for use of farm for first year	$141.13
" " " " " Second year	450.00
" " " " " Third year	189.91
Total	$781.04

Paid for repairs of fences : $10.00
" Auctioneer 1.15
" Taxes paid 301.85
Receivers Compensation 125.00
$438.00
Balance 343.04 = $781.04

May 19th 1883. Respectfully submitted. H. Sabine Receiver.

Received of H. Sabine Receiver in the above case $343.04 the above balance in full. May 19th 1883.

J. W. Robinson Attorney for the heirs of Lot Ed. Smith.

Attest J. R. Burgoyne Clerk
By A. R. Burgoyne, Deputy.

Pleas before His Honour John A. Price, Judge of ar 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 Fourth Judicial District of the State of Ohio, on the 14th day of April in the year of our Lord One Thousand Eight Hundred and Eighty Three.

Heretofore, on the 31st day of August A.D. 1883, the following Petition was filed with the Clerk of said Court, viz:-

Robert F. Cross, Plaintiff

vs.

George P. Cross, Elizabeth Neale, Marrietta Park, Harriett O. Cross, John B. Cross, Charles E. Bellews, Mabel Bellews, Marrett O. Bellews and Frank A. Bellews and his Guardian Stanly Bellews &c.

Neale G. Cross, Jacob A. Neale, Horace B. Park and Mark L. James, Defendants

No. 4314

State of Ohio, Union County ss.

In the Court of Common Pleas

Petition

The said plaintiff Robert F. Cross says that he has a legal right to and is seized in fee simple as one and one of the heirs at law of Daniel F. Cross deceased of the undivided one seventh part of the following real estate situate in said County of Union and State of Ohio and bounded and described as follows: Being part of Survey No. 4503. Beginning at two elms one cut down the South East corner of said Survey thence N. 10° W. 193 9/10 poles crossing the road at 162 9/10 poles to a stake; thence S. 81 3/4 W. 237 3/10 poles to 4 beeches 2 cut down, thence S. 10° 12' E. 193 8/10 poles to stake in Westbrooks line; thence with the original lines and the lines of Jewell and Westbrooks N. 81 3/4 E. 236 8/10 poles to the place of beginning, containing 280. 76/100 Acres. Also the following premises: situate in said County of Union and State of Ohio and in the Village of Marysville being the whole of Out Lot Number Sixty-three (63) in said Village of Marysville, according to the Recorded Plat of said Village. The defendant Neale G. Cross as widow of said Daniel Cross is entitled to dower in said premises. The defendants George P. Cross, Elizabeth Neale intermarried with Jacob A. Neale, Marrietta Park intermarried with Horace B. Park, Harriett O. Cross, John B. Cross, Charles E. Bellews, Mabel Bellews, Harriett O. Bellews Frank A. Bellews are tenants in common with plaintiff in said premises subject to said dower in the following proportions: The said George P. Cross and John B. Cross sons of said deceased residing in Union County Ohio are each entitled to one seventh (1/7) part thereof:- The said Elizabeth Neale, Marrietta Park and Harriett O. Cross daughters of said deceased are each entitled to one seventh

To Elizabeth

To Sarah C
Bellews and

To Marrietta

To Robert F. Cr
Pla

To Harriett

To John B. C

The said
purpose of bri
estate and

part-thereof. (¼ part-). The said Charles E. Bellew, Mabel Bellew, Hamett D. Bellew and Frank A. Bellew are grand children of said deceased each one twenty eighth 1/28 part-thereof. The said Frank A. Bellew is a minor over fourteen years of age and the said Stanly E. Bellew is duly appointed and qualified guardian and entitled to act as such. The said Daniel H. Bross in his life time made advancements to his children which were charged to them in a Book kept by him for that purpose, as follows:-

To George P. Bross.	Oct 1-1857. Cash in hand	$1000.00
	Sept. 3-1866. To cash paid	497.50
	Dec. 11-1874. To cash "	439.24
	Total advancement-	$1936.74-
To Elizabeth Stark.	June 1857. To cash paid	300.00
	July 1866, To 12 sheep at $2.	24.00
	Nov. 5, 1867, To steers and buggy	220.00
	Oct. 13, 1868, To cash paid	130.00
	Nov. 17, 1868, To gelding horse	125.00
	Dec. 30, 1868. To cash	20.00
	Dec. 1 1877 To Sheep and note on Randel	400.00
	Aug. 31-1878 To cash	100.00
	Total advancement-	$1319.00

To Sarah Bellew, who was the mother of Charles E. Bellew, Mabel Bellew, Hamett D Bellew and Frank A. Bellew and who was a daughter of said Daniel H. Bross deceased.

	June 1857. To Cash	300.00
	Sept-20, 1865. To ___ Iowa land	500.00
	July 1, 1866. To 12 sheep at $2.	24.00
		$824.00
To Henrietta Park,	July 7, 1866, To Cash	$300.00
	1870, To cash	100.00
	1870 To cash	111.00
	June 14, 1871, To cash on Rent-land	500.00
	Dec. 5, 1877. To cash	339.00
		$1350.00
To Robert Bross Plaintiff	1853 To 100 acres of land as cash	$800.00
	To cash	14.00
	Nov. 30-1874- To cash	340.00
	Apr. 1-1878 To cash	200.00
		$1354.00
To Hamett H. Bross,	Mar. 17-1869- To cash	$530.00
	Apr. 1-1875- To cash	500.00
	Apr. 1-1878- To cash	160.00
	Apr. 1-1879 To cash	170.00
	Apr. 1 1880- To cash	185.00
		$1538.00
To John B. Bross,	Nov. 20-1874- To cash	$821.00
	March 30-1875- To cash	379.00
	Nov. 1-1875- To cash	150.00
		$1350.00

The said several advancements were made by said Daniel H. Bross for the purpose of being taken into account as cash payment or advancement out of his personal estate and with a view that all his children should share equal in the final

distributions of his estate. and owes by him charged as advancement made out of his personal estate. The said Wesley D. Jones claimes a leasehold estate in said premises and he is made a party hereto in order that he may answer and set forth his interest if any he have. The plaintiff desires to hold his interest in severalty and that and he prays that a fair and ample hearing may be had between and that the dower of said Phoebe Ann Cross may be assigned to her; and that all questions in regard to said advancement may be finally and equitable adjudged and the right of said Wesley D. Jones may be determined, and that partition of said premises may be made to the parties as may be equitable and just and if said lands cannot be divided without manifest injury then that the same be duly appraised advertised and sold; and the proceeds divided as may be equitable and the statutes in such case provide and for all proper relief

J. D. Cameron Atty for Plaintiff

The State of Ohio } Robert F. Cross, Plaintiff being first duly sworn deposes and
Clinton County, ss. } says the facts stated and allegations made in the foregoing petition are true as he verily believes.

Robert F. Cross.

Sworn to before me and signed in my presence this 31st day of August 1883.

J. D. Cameron, Clerk.

Afterward, on the 31st day of August A. D. 1883, a Waiver of Summons was filed with the Clerk, of said Court which reads as follows, to-wit:

Waiver of Summons

Robert F. Cross, Plaintiff
vs
George P. Cross and others } In Clinton County Court of Common Pleas
for Partition. No. 4314

4314

We the undersigned defendants in the above case in order to save the expense of service hereby waive the issuing and service of summons and enter our appearance herein and waive all questions of time. This August 31-1883

Charles E. Bellows, Mabel Bellows, Hattie O. Bellows,
by their attorney in fact Stanley E. Bellows; Frank A. Bellows
by his Guardian, Stanley E. Bellows; John B. Cross,
Permelia Park, Elizabeth P. Nash, Hattie Cross,
Phoebe A. Cross, George P. Cross, W. D. Jones.

Afterward on the 17th day of September A.D. 1883 an answer was filed with the Clerk of said Court which reads as follows: to-wit:-

Answer

Robert F. Cross Plaintiff
vs.
George P. Cross and others Defendants } In the Court of Common Pleas.
Answer

4314

Now comes Phoebe A. Cross and for her Answer to the petition in this case says: that she is the widow of Daniel G. Cross deceased and as such is entitled to dower in the premises in the petition described But this defendant says she hereby waives the assignment of dower to her by metes and bounds, and asks the Court that if said lands be sold at Partition Sale that the same be sold free of Dower and that the Court allow her one third 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, her age is seventy years

By J. L. Cameron Her Attorney

State of Ohio } Phoebe A. Cross being first duly sworn says the facts stated
Clinton County, ss } in her foregoing Answer are true as she believes

Phoebe A. Cross

Sworne to before me by said Plaintiff Ogden and by him signed in my presence this 17th day of September 1883. Warren B Pendleton, Notary Public Seal

Afterwards on this 2nd day of October A.D. 1883, a Petition was filed with the Clerk of said Court which reads as follows, to-wit:-

Robert T. Owens Plaintiff
vs
George P. Owens and others, Defendants
} Court of Common Pleas, Athens County, Ohio
Petition

Order
4 3 14

The defendants Elizabeth P. Stark and Permelia Park, severally and severe this Court to set aside the order of partition made at this term in which order said Lot No. 69 in the Village of Wayneville is ordered to be partitioned for the following reasons, to-wit:- 1st said plaintiff and said tenants-in-common are not in possession of said Lot, nor have they the right to the immediate possession of said Lot, nor any portion thereof, as will more fully appear, reference being had to the amended answers filed in this case Doyle & Doyle Attys for said defendants

On this 2nd day of October A.D. 1883, was Amended Answer order filed with the Clerk of the Court which reads as follows, to-wit:-

Robert T. Owens Plaintiff
Against
George P Owens and others, Defendants
} Court of Common Pleas Athens County, Ohio
Amended Answer

Answer
4 3 14

The defendants Elizabeth P. Stark and Permelia Park answer to the petition of the plaintiff and say: That the plaintiff is not entitled to have partition of any part or portion of the premises described in plaintiffs petition because these answering defendants say: 1st That said plaintiff and said tenants-in-common are not in possession of said farm of 286 ¼ acres, nor have they the right to the immediate possession of the same. But on the contrary these answering defendants say, that at the date of the filing of said petition, the said Wesley M. James was in the full and exclusive possession of said farm and holds and intervening estate in the same, by virtue of a written lease duly executed to him for three years by James B. Whelpley Guardian of said Daniel H. Owens who was an insane person. Said written lease, as these defendants are informed, and charge commencing in the life time of said Daniel H. Owens to-wit:- on the 1st day of April 1883 and continues and ends on the 1st day of April 1886. 2nd Said answering defendants say that said plaintiff and said tenants-in-common are not in possession of said Lot No. 69 in the Village of Wayneville, nor of any part thereof, nor have they the right to the immediate possession of the same or any portion thereof, because they say that upon said Lot No. 69 are two brick store houses and a brick dwelling house upon the balance of the lot, which was occupied by the said Daniel H. Owens as a homestead for himself and family and had been so occupied many years before and up to the time of his death. That said storehouses and said dwelling house and the ground upon which said buildings stand comprise all of said Lot No. 69. That one of said store houses is now occupied by Mrs Ainsworth who occupied the same under a lease from said James B. Whelpley as such guardian of Daniel H. Owens. Said lease extends to and will not expire before the 1st day of September A.D. 1884. That the other store house is occupied by Samuel Gardner under a lease from said Whelpley as such guardian whose lease extends to and will not expire before the 1st day of April A.D. 1884. Both of said leases were verbal and each made for a term less than three years and each tenant took and holds possession under the said leases respectively and each lease was in full force, and each tenant respectively in full possession under the same at the time of the death of said Daniel H. Owens and at the time plaintiff

filed his petition in this case. That the said Phoebe Ann Cross who is in evidence of Daniel H Cross deceased is occupying said dwelling house and the grounds enjoyed which it stands as said that under the law which allows her to remain in the mansion house of her husband free of charges for one year after her husbands death. Said Daniel H Cross died about the first day of August A.D. 1883 consequently said widow is holding possession of said dwelling house and ground under said law until about the 1st day of Aug A.D. 1884. These defendants therefore aver that said plaintiff and said heirs in common have neither the possession nor the right to the immediate possession of any portion of said premises. Said defendants therefore ask that the petition of plaintiff be dismissed and that they be allowed to go hence without day and recover their costs &c.

Parker & Parker Attys for said defendants

One of the defendants Elizabeth P. Arasle being sworn makes oath that the facts stated in foregoing answer are true as she believes. Elizabeth P. Arasle

Sworn to by Elizabeth P. Arasle and subscribed by her in my presence this 2nd day of Oct A.D. 1883 J. D. Bangeser Clerk

Afterwards on the 5th day of January A.D. 1884, a Reply was filed with the Clerk of said Court which reads as follows, to wit:-

Reply

Robert H. Cross, Plaintiff
&c.
George P. Cross and others, Defendants

State of Ohio Vinton County, ss.
In the Court of Common Pleas
Reply

4314

Now comes Robert H Cross Plaintiff and for his reply to the answer of the said plaintiff says: That said answering defendants ought not to have or maintain their pretended defense set up in their answer because they say: That before and at the time of commencing this action the said Wesley D. Jarvis and the said plaintiff and other heirs of said Daniel H Cross entered into an agreement whereby the said Wesley D. Jarvis agreed for a good and full consideration to yield up the possession of said 286 acres of land and waive any right he might have under his said lease, and the plaintiff denies that he did not have the right of possession to said premises. 2nd The plaintiff says he denies that either said Dandon or Wm Arasle have any subsisting lease to said premises or any part thereof but say they are merely occupying said premises at the will of the heirs of said Daniel H. Cross and that the right of possession to said premises is in the heirs said Daniel H. Cross, but pending this suit and until the plaintiff and other heirs of said Daniel H. Cross or a purchaser at partition is ready to occupy said premises, said Dandon and Wm. Arasle are permitted to occupy said premises and pay rent to the estate. This plaintiff denies that he and the other heirs of said Daniel H. Cross had not the right of possession of said premises at the time this suit was brought but says they then had and still have the right of possession of said Lot No. 69 and that said Phoebe Ann Cross widow of said deceased has waived all right to occupy said premises as any part thereof as a homestead and that she has joined in asking partition of the same and has always and is still ready to yield possession at any time and that she does not desire to hinder or delay this proceedings at all or in any manner. Wherefore this plaintiff prays as he has already prayed in his petition.

J. D. Bangeser Attorney for Plaintiffs

State of Ohio }
Vinton County, ss. } John B Cross being first duly sworn says he is the agent for said Robert H Cross duly authorized in the premises and that said Robert H. Cross is absent from said County of Vinton and the fact contained in the foregoing reply are within the personal knowledge of affiant and are true as he believes. J. B. Cross

Sworn to before

Affidavit
in the forenoon
Robert H. Cross,
as
George P. Cross
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affidavit
had due lega
Manly & Bell
Bellows and
Marriott D.
H Cross
by him and
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distribution,
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interest should
so advanced
That he adm

To Sarah Bell
Mabel, Harri

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Cross died
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Part finding
this petition
the Court find
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H. Cross
Elizabeth Ara
part thereof.
Bellows, who
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The said Pho
Dower in sa
Court that sa

Sworn to before me and signed in my presence this 5th day of December 1883.
W. M. Mervine J. P.

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:-

Robert F. Cross, Plaintiff
vs.
George P. Cross and others

Entry
for Partition Nov. 4314

This day came the parties by their Attorneys and submitted this cause to the Court upon the pleadings, exhibits and testimony. The Court being fully advised in the premises do find that all the defendants have in writing waived the issuing and service of summons and voluntarily entered their appearance herein and waived all questions of time and that said defendant has had due legal notice of the filing and pendency hereof. The Court further finds that one Stanley C. Bellows is duly appointed and qualified guardian of said Frank A. Bellows and that he is the true and lawful Attorney in fact of said Charles C. Bellows Harriett O. Bellows and Mabel Bellows. The Court further finds that said Daniel G. Cross in his lifetime made advancements to his children which were intended by him and in fact were advancement out of his personal estate and that said several advancements ought to be considered as a part of his personal estate in the distribution of his property. The Court further finds that it was not the intention of said Daniel G. Cross that the said advancement should bear interest and that consequently interest should not be computed on the same. The Court further finds that the amounts so advanced by said Daniel G. Cross to his children are as follows:-

That he advanced to George P. Cross the sum of $1936.75-
To Elizabeth Frank the sum of 1319.00
To Sarah Bellows, mother of Charles, C.
Mabel, Harriett O. and Frank A. Bellows the sum of 824.00
To Henrietta Park the sum of 1350.00
To Robert F. Cross the sum of 1354.00
To Harriett O. Cross the sum of 1538.00
To John B. Cross the sum of 1350.00

The Court finds the sum total of all the said advancements to be $ 9671.75/100
The Court further finds that the said deceased, Daniel G. Cross died intestate and that he left no personal estate for distribution. The Court further finds that said Daniel G. Cross died seized in fee simple of the real estate in the petition described but there being some questions as to the present right of possession of said tract of 286 acres of land this action is dismissed without prejudice as to said 286 acres of land. But finding from the evidence in favor of plaintiff and there being no objection to the partition of said Lot-No 69 in the Village of Mowersville, Preble County Ohio the Court finds that said Lot-No. 69 descends to the heirs of said Daniel G. Cross, subject to Dower of one Phoebe Cross as alleged in said petition in the following proportions, to-wit:- To George P. Cross, John B. Cross and the said plaintiff Robert F. Cross sons of said deceased, each one seventh part thereof. To Henrietta Park, Elizabeth Frank and Harriett O. Cross daughters of said deceased each one seventh part thereof. To Mabel Bellows, Charles C. Bellows, Harriett O. Bellows and Frank A Bellows, who are children and only heirs of Sarah Bellows deceased who was a daughter of Daniel G. Cross deceased, each one Twenty-Eighth (1/28) part thereof. The said Phoebe Cross widow of said Daniel G. Cross deceased is entitled to Dower in said premises. It is therefore considered ordered and decreed by the Court that said several advancements so made be taken into consideration as advancement

made out of the personal estate of said deceased and there being no personal estate left. It is ordered that each of said several parties have deducted from his or her respective share of said estate the amount in value of his or her said advancement said advancement being added to the appraised value of said lands and that in this manner partition of said Lot No. 69 in Marysville Ohio be made and that a Writ of Partition issue to the Sheriff of said County of Union commanding him that by the oaths of Benjamin A. Fay, William H. Robb and Smith N. McCloud one full equal third part of said premises to-wit: said Lot No 69 be set off and assigned to the said Phebe Y. Cross as her dower estate and that by the like oaths of said above named Commissioners partition be made of said premises to-wit Lot No. 69 aforesaid subject to said dower estate in the following proportions and in the manner following to-wit: To the plaintiff such portions the value of which added to his said advancement of $1354.05 will equal 1/7 part the value of said lot No. 69 with the total advancement added.
To George P. Cross such portion the value of which added to his advancement of $1936.75 will equal 1/7 part in value of said lot No. 69 with the total advancement added.
To Elizabeth Searle such portion the value of which added to her advancement of $1319.00 will equal 1/7 part in value of said premises with the total advancement added.
To Marcella Peck such portion the value of which added to her said advancement of $1350 will equal 1/7 part of the value of said lot No. 69 with the total advancement added.
To Harriett H. Cross such portion the value of which added to her advancement of $1538.31 will equal 1/7 part of the value of said lot No. 69 with the total advancement added.
To John B. Cross such portion the value of which added to his advancement of $1350.00 will equal 1/7 part of the value of said lot No. 69 with said total advancement added.
To Mabel Bellus, Harriett O. Bellus, Charles E. Bellus and Frank A. Bellus each such portion the value of which added to the sum of $206.00 (being 1/4 the advancement made to their mother) will equal in value 1/28 part of said premises with said total advancement added. But upon the answer of said Phebe Y. Cross it is ordered that if said premises to-wit said Lot No. 69 will not bear division by metes and bounds without manifest injury to the value thereof no dower be assigned and that said premises be appraised free from said dower interest. And it appearing to the Court that said lot No 69 has erected upon it three buildings and that it would probably be to the best interest of said estate in the event of said property being sold, to sell the same in subdivisions by the front foot. It is ordered that if said property be appraised then that said commissioners return their appraisement of the same both as a whole and in such subdivisions as may seem most advantageous to the parties. It is further ordered that of his proceedings in the premises said Sheriff make return forthwith.

On the 21st day of January A.D. 1884, a Praecipe was filed with the Clerk of said Court which reads as follows, to-wit:-

Praecipe

Robert F. Cross Plaintiff
vs
Geo. P. Cross et al Defendants

Court of Common Pleas, Union County, Ohio.
Marysville January 21st 1884

4314 To the Clerk of said Court:- Issue a Writ of Partition and Dower in the above case returnable according to law. J. L. Cameron, Atty for Pltff

On the 21st day of January A.D. 1884, a Writ of Partition and Dower was issued by the Clerk of said Court which reads as follows to-wit:-

Writ of Partition 4314

The State of Ohio,
Union County, ss.

Writ of Partition and Dower
To the Sheriff of said County, Greeting:

We command you, that without delay by the oaths of Benjamin A. Fay, William H. Robb and Smith N. McCloud you cause to be set off and assigned to Phebe Y. Cross widow of Daniel G. Cross, late of said County, deceased, one full equal

third part of the Real Estate hereinafter described; and that in like manner, by the like oaths of the same men, you cause partition to be made of the following real estate, situate in the County of Union and State of Ohio. Being all of In Lot No. (69) Sixty Nine in the Village of Marysville in said County, Subject to said dower estate, among the persons herein named and in the manner and proportions following:- Add to the value of said premises subject to said dower, the sum of Nine Thousand Six Hundred and Seventy one and 75/100 Dollars ($9671.75/100) that being the sum total of all the advancements made by said David G. Cross: Then divide as follows: To Robert F. Cross such portion of said premises the value of which, added to his advancement of $1354.00 will equal one seventh of said premises as increased by the total advancement. To George P. Cross such portion of said premises the value of which added to his advancement of $1936.75 will equal one seventh part of said premises and said total advancement. To Marietta Park such portion the value of which increased by her advancement of $1350.00 will equal one seventh part of said premises and total advancement. To Elizabeth Nash such portion the value of which increased by the sum of $1319.00 will equal one seventh part of said premises and the total advancement. To Harriett H. Cross such portion the value of which increased by her advancement of $1538.00 will equal the one seventh part of said premises and said total advancement. To John P. Cross such portion the value of which added to his advancement of $1350.00 will equal one seventh part of said premises and said total advancement. To Charles E. Bellus such portion the value of which added to the sum of $206.00 will equal one twenty eighth part of said premises and total advancement. To Mabel Bellus such portion the value of which increased by the sum of $206.00 will equal one twenty eighth part of said premises and total advancement. To Harriett O. Bellus such portion the value of which increased by the sum of $266.00 will equal one twenty eighth part of said premises and total advancement. To Frank A. Bellus such portion the value of which increased by the sum of $206.00 will equal one twenty eighth part of said premises and total advancement. 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 and Dower, wherein the said Robert F. Cross was petitioner and George P. Cross and others are defendants and if upon actual view of said premises you find the same will not bear division by metes and bounds, without manifest injury to the value thereof then that you appraise the same free of the dower of said Phoebe G. Cross. And in making such appraisement you subdivide said lot as will be most advantageous to the sale thereof and return your appraisement both as a whole and such subdivisions as you may make; 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 18th day of January

Returned January 22nd 1884

Seal A.D. 1884. J. Q. Burgess Clerk By W. M. Winget Deputy

Endorsed as follows, to wit: Sheriffs Return

Sheriffs Return

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of Benjamin A. Fay, William H. Robb and Smith N. McCloud and the said Commissioners being of the opinion that the said premises cannot be divided without manifest injury, I have caused the same to be appraised; all of which will more fully appear by reference to the report of the said Commissioners herewith returned. — Sheriffs Fees:- Service 60, Mileage .48 Executing Writ 1.00, Swearing Comr. 120, Benj. A. Fay Surveyor 3.00, W. H. Robb Com. 1.50 S. N. McCloud 1.50. Total $9.28. Given under my hand this 21st day of Jany. A.D. 1884

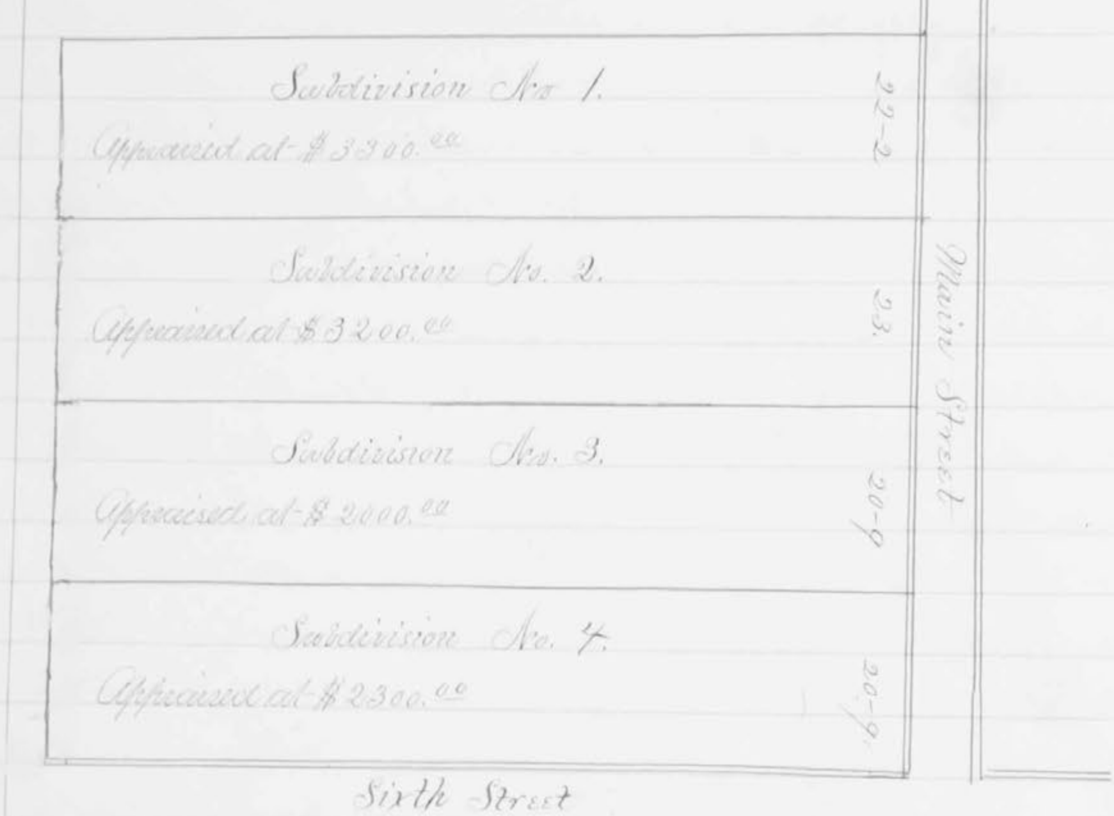
John H. Hobensack, Sheriff.

Commissioners Report

Com. Report

Robert F. Cross
Against
George P. Cross et al. } Union County, ss. Court of Common Pleas
On Partition and Dower

4314 According to the command of the Writ of Partition and Dower in this case issued and on call of the Sheriff of said County, we the undersigned Commissioners after being first duly sworn, and upon actual view of the premises we are of the opinion that the said lands can not be divided by metes and bounds without manifest injury to the value thereof and thereupon agreeable to the commands of this Writ we made subdivisions of said lot as shown on the following plat.



Subdivision No. 1 off the North side of said lot 22 feet and 2 inches front on Main Street extending back to the alley, we appraise at $3300.00
Subdivision No. 2 - adjoining Subdivision No. 1 - being 23 feet front on Main Street extending back to the alley - we appraise at $3200.00
Subdivision No. 3 - adjoining Subdivision No. 2, being 20 feet and 9 inches front on Main Street extending back to the alley, we appraise at $2000.00
Subdivision No. 4 - being 20 feet and 9 inches front on Main Street, extending back to the alley and bounded South by Sixth Street; we appraise at $2300.00
We appraise the whole of said lot No. 69 at $10800.00. All of said appraisement being free of the dower of said Phoebe G. Cross widow of said David G. Cross. Given under our hands this 21st day of January A. D. 1884.

B. A. Fay
Wm H. Robb
Smith N. McCloud } Commissioners

Afterward on the 24th 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

Robert F. Cross Plaintiff
vs
George P. Cross et al. Defendants }

Entry

4314 This day came on for hearing this cause 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

by sub-dividing said Out-lot 69 into four Sub-divisions - numbered 1-2-3- and 4 appraising Sub-division No. 1 at $3300.00, No. 2 at $3200.00, No. 3 at $2000.00 and No. 4 at $2300.00 and appraised the said Out-lot 69 as a whole at $10800.00 all free of the Dower of said Rhoda G. Cross, and the Court finds that the said sub-divisions are properly made and would be beneficial to said estate and that the said relative and proportionate values are in all respects correct and in conformity to law does therefore approve and confirm the same. And thereupon neither of said parties electing to take the said premises at their appraised value, nor neither of the plaintiff it is ordered that said premises be sold at public auction free of the dower of the said Rhoda G. Cross. That said sale be made either by such divisions or as a whole lot as may be most advantageous to said estate and that an order issue therefor to the Sheriff of said County of Muskingum.

Afterwards on the 27th day of January A.D. 1884, a Praecipe was filed with the Clerk of said Court, which is made as follows, to-wit:-

Robert H. Cross Plaintiff
vs.
Geo. P. Cross et al. Defendants

Praecipe

In Court of Common Pleas, Muskingum County, Ohio

Zanesville, January 27th 1884

To the Clerk of said Court:- Issue Order of Sale in the above case returnable according to law. J. Le Hamsher Atty for Plaintiff

On the 27th day of January A.D. 1884 an Order of Sale in Partition was issued by the Clerk of said Court which is made as follows, to-wit:-

Order of Sale

The State of Ohio
Muskingum County ss.

Order of Sale in Partition

To the Sheriff of said County, Greeting

Whereas in pursuance of the order of our Court of Common Pleas within and for the County of Muskingum at the January Term, A.D. 1884 in a certain Petition for Partition now pending in said Court, wherein Robert H. Cross is petitioner and George P. Cross et. al. are respondents, we commanded you that without delay you cause to sell at public auction, the lands and tenements in said petition described, to-wit:- Situate in the County of Muskingum and State of Ohio being all of Out Lot No. Sixty Nine (69) in the Village of Wraysville in said County, Subdivided and appraised as follows, to-wit- Sub-division No. 1. at $3300.00, Sub-division No 2 at $3200.00, Sub-division 3. at $2000.00 Sub-division No. 4. at $2300.00 And as a whole appraised at $10800.00. Appraised not to be sold free from the Dower estate of Rhoda G. Cross. And that you proceeding in the premises you make Return to our said Court of Common Pleas at the next Term; and have you then and there this Writ.

Witness my hand and the seal of the said Court at Wraysville O

Seal

this 27th day of January A.D. 1884. J. R. Bargaver, Clerk

Endorsed as follows, to-wit:- Sheriff's Return

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 Wraysville Tribune a newspaper printed and in general circulation in Union County, Ohio; and on the 15th day of March 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 as per this Writ: Sub-division No. 1 sold at $2260.00
Sub-division No. 2 sold at $2400.00
Sub-divisions No's 3 & 4 Sold at $2900.00 $7560.00

John R Cross being the highest bidder was declared purchaser for the sum of $7560.00 said sum being over & above two thirds the appraised value: and he being the highest and best bidder was declared purchaser. Service 3.00, Mileage 16, Copy to Plaintiff 30, Postage 28.90, Deed 3.00 Recording Mortgage 1.00 Total $33.66 Printers Fees 10.50 Total $43.16. John Hohenrack Sheriff Union County, Ohio

Afterward on the 18th 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

Robert F. Cross }
vs. } Sheriff's Sale
Geo. P. Cross, et al } Court of Common Pleas, Union County, Ohio
On Order of Sale in Partition

4314 By virtue of the above 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 Saturday, March 15th, 1884, 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, being all of lot No. Sixty nine (69), in the village of Marysville in said County, subdivided and appraised as follows, to-wit:- Subdivision No. 1, at $3300.00. Subdivision No. 2, at $3.200.00 Subdivision No. 3, at $2.000.00, Subdivision No. 4, at $2.300.00. And as a whole appraised at $10,800.00, Appraised and to be sold free from the dower estate of Phoebe G. Cross.
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. Cobensack Sheriff
Cameron & Hardmen, Attorneys.
Feb. 13, 1884- 5 w- p.f. $10.50

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 Feby. 13th 1884
W. O. Stevens
Sworn to and subscribed before me, this 18th day of April 1884.
J. Q. Bergmer, Clerk.

Afterward on the 17 day of April A.D. 1884, an Entry was made in the Journal of said Court which reads as follows to wit:–

Entry

Robert F. Cross, Plaintiff }
vs. } Entry
Geo. P. Cross, et al Defendants } In Partition No. 4314.

4314 On motion of the plaintiff and upon reviewing 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 John B. Cross free of the Dower of the said Phoebe G. Cross. And the said Phoebe G. Cross having by her answer elected to receive in lieu of her dower its value in money the Court find the just and reasonable value thereof to be $906.74. It is further ordered that out of the proceeds of said sale the Sheriff pay, First: the Treasurer of Union County $42.64. Secondly to the Clerk of this Court the costs of this action including a counsel fee of $725.60 to J. L. Cameron for his services herein, taxed to $174.27. Thirdly to Phoebe G. Cross the said sum of $906.74 as her full dower interest in said premises. That the Residue of the proceeds of said sale be distributed equalizing the several advancements made as follows:–
Of the cash payment to George P. Cross none
To Harriett H. Cross none
To John B. Cross $164.67
To Marietta Park 164.67
To Robert F. Cross 164.67
To Elizabeth Nash 195.37
To Charles E. Bellows 172.66

To Harriett D. Bellows $172.66
To Francis A. Bellows 172.66
To Mabel Bellows 172.66

That said promissory notes secured by said mortgage are said promises due as are and two years from April 1st 1884 as follows:-

To George P. Bross note due in one years $361.55. 2nd note same.
To Harriett H. Bross 1st note due in one year $ 360.00 2nd " $360.00
To Joleen B. Bross 1. note due in one year 423.63 2nd " 360.00
To Marcellus Park 1. note due in one year 423.63 2nd " 360.00
To Robert F. Bross 1. note due in one year 423.63 2nd " 360.00
To Elizabeth Neale 1. note due in one year 423.62 2nd " 360.00
To Charles E Bellows 1, note due in one year 105.90 2nd " 90.00
To Mabel Bellows 1 note due in one year 105.90 2nd " 90.00
To Francis A. Bellows 1 note due in one year 105.90 2nd " 90.00
To Harriett D. Bellows 1 note due in one year 105.90 2nd " 90.00

Each of said notes bearing interest at 6 per cent from April 1st 1884

Attest J. D. Bingaman, Clerk.
By A. A. Bingaman, Deputy.

Pleas before His Honor Joleen 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, and the 8th day of September in the year of our Lord One Thousand Eight Hundred and Eighty four.

On the 11th day of September A.D. 1884, the following petitions and answer in Cognovit were filed with the Clerk of said Court viz:-

Petition and Answer in Cognovit.

Petition

Rockville National Bank of Rockville Indiana, Plaintiff
vs
Sells and Conlin, W. W. Sells and Q. E. Conlin Defendants

The State of Ohio, Union County, ss.
In the Court of Common Pleas.
Petition
Civil Action for Money Only.

4 6 14

Plaintiff is a corporation duly incorporated under the laws of the United States. The Defendants Sells and Conlin lately were a partnership formed for the purpose of carrying on business in the State of Ohio under the firm name of Sells and Conlin. The Plaintiff says that there is due to it from said Sells and Conlin, W. W. Sells and Q. E. Conlin Defendants, on a promissory note made by the Defendants, dated the third day of August A.D. 1884 which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of One

Hundred and Seventy Three Dollars — $173.00 — and interest at 6% from Aug. 1st 1883
to Aug. 1st 1884 and interest at 8% from the First day of August A.D. 1884 the Plaintiff
further says that it is the legal owner and holder of said note and that the same is
due and unpaid. Wherefore, the Plaintiff asks judgement against said Defend-
ants for the sum of One Hundred and Seventy Three — 173 — Dollars and interest
at 6% from Aug. 1st 1883 to Aug. 1st 1884 and interest at 8% from the First day
of August A.D. 1884 Abbey, Abbey & Lentz Attys for Plaintiffs

The State of Ohio }
Perry County ss. } John J. Lentz being duly sworn, says that he is one of the Attorneys of
the above named Plaintiff duly authorized herein and that he believes the statements in the
foregoing Petition to be true. He further says that the said plaintiff is a non resident
of this County and from this State
Subscribed by said John J. Lentz in my presence and sworn to by him before me, this
11th day of September A.D. 1884 J. R. Bergener Clerk of Court

Note $ 173.00 Roseville, Ind. Aug. 1st 1883
" Twelve Months after date, we, or either of us, promise to pay to Aplanp,
" Wadden & Co. or order One Hundred and Seventy Three Dollars, Payable at
" Commercial Bank of Columbus in the State of Ohio, with six per cent interest
" from date and eight per cent interest after maturity until paid; and we hereby
" authorize and empower any Attorney at Law, at any time after this obligation
" becomes due to appear for us before any Court of Record, or before any Justice of the
" Peace, in this State of Ohio, or elsewhere and confess the issuing and service of process
" and confess judgement against us, or either of us, and in favor of the Payee
" above named, or assigns for the above sums, interest and costs, and thereupon to
" release all error, and waive all right and benefit of a second trial or appeal in
" any behalf.
" No. 381 Date, Aug. 1st 1884
" P.O. Address, West Mayden, Ohio.
Endorsed "Aplanp, Wadden & Co." "W. H. Albrey" "Protested for non-
payment." "John J. Lentz, Notary Public Columbus, Ohio

Roseville National Bank of
Roseville, Indiana, Plaintiff
vs.
Sells and Apenlies, W. W. Sells
and J. E. Apenlies, Defendants

Petition

Sells & Apenlies
W. W. Sells "
J. E. Apenlies "

In Court of Common Pleas, Perry County. ss.
Defendants Answer

Sells and Apenlies, W. W. Sells
and J. E. Apenlies

4614

And now come Sells and Apenlies, W. W. Sells and J. E. Apenlies the above named Defendants by the undersigned their Attorney, and waive the issuing and service of process in this case, and consent that judgement be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiffs petition, and against the above named Defendants, for the sum of One Hundred and Eighty-Seven Dollars and Six Cents, the amount appearing due for principal and interest on said note, and also consent that judgement be entered in the same manner against Defendant for costs of this action and all errors are hereby released, and Defendants right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived. 11th September A.D. 1884 J. W. Robinson Atty. for Defendants

Roseville National Bank of Roseville Indiana, Plff.
vs.
Sells & Apenlies, W. W. Sells and J. E. Apenlies, Defendants

Easley

4614

Easley

This day came the plaintiff by Abbey, Abbey & Lentz, Attorneys 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
were produced in open Court and duly proven, entered the issuing and service of process
and entered appearance of said Defendants herein, and by virtue of the same warrant of
Attorney, confessed that there is due from said Defendants to said Plaintiff as is alleged in
said Plaintiffs petition, the sum of $187.50. It is therefore considered that said Plaintiff do
recover of said Defendants the said sum of $187.50 as aforesaid confessed to be due,
together with costs of said suit to be taxed and with interest to be computed at the rate
of 8% per annum from date. 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. Bergner, Clerk
By A. R. Bergner Deputy

Be it remembered that before Hon. Warren Jeffers 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 14th day of
April in the year of our Lord One Thousand Eight Hundred and Eighty-three.
Heretofore, to-wit: On the 26th day of December A.D. 1883, the following petition was
filed with the Clerk of said Court, viz:

Amanda Darling, Plaintiff
Against
Cliff N. Darling, Elmer Darling,
Frank Darling, Ada Darling,
Anna Darling a minor over 14 years of age,
Miranda D. Darling a minor over 14 years of age,
William Darling a minor under 14 years of age, and
Adelphus Darling a minor under 14 years of age Defendants.

In the Court of Common Pleas of
Union County Ohio
No. 4403

Petition

On the 9th day of January
A.D. 1873, plaintiff intermarried with one H. H. Darling. On the sixth day of September
A.D. 1881, the said H. H. Darling died, having been seized during said coverture of one
estate of inheritance in the following property:- 1st Tract situate in the Township of
Leesburg, County of Union and State of Ohio, Part of Virginia Military Survey No. 6211
Beginning at a stone in the center of the County Road placed in Mullicks line,
thence N. 20° W. 31 poles to a stone, witness beech and ash in Mullicks line, thence S.
70° W. 31 poles to a stone which stands in the center of the County road, thence with
the road 56 poles to the place of beginning, containing three (3) acres and eighty one
(81) poles. 2nd Tract: Situate in the same County, Township and State and part
of the same Survey as the above. Beginning at a stone, witness 3 beeches, thence S. 20°
E. 53½ poles to a stone in the center of the road, thence with the road S. 42° E. 10
poles to a stone, thence N. 73° E. 48 poles to a stone, witness a beech and sugar tree
thence N. 20° W. 62½ poles to a stone in the North line of the lot, witnessed by a beech:
thence S. 73° W. 52½ poles to the beginning, containing twenty (20) acres more or less.
3rd Tract: Situate in the same township, County and State as the preceding and
part of the same Survey: Beginning at a stone S. E. corner to a tract of land
conveyed by Alley, Ayal to Samuel Ustell and running thence S. 73° W. 117 poles
to an ironwood, thence S. 20° E. 112½ poles to three beeches; thence N. 73° E. 117 poles
to a stone, thence N. 25° W. 112½ poles to the place of beginning, Containing (82)
Eighty two acres and Fifty four (54) poles. 4th Tract: Situate in the same
Township, County and State and part of the same Survey as the preceding:
Beginning at a stone at the North West Corner of George W. Smiths land and in

in the East line of the land of George Melicks heirs, thence with said line N. 17° 32' W. 46 6/100 poles to a stone, thence N. 74° 12' E 81 7/100 poles to a stone in the original East line of the Survey, thence with said line S. 17° 23' E 46 6/100 poles to a stone in the North East corner of George W. Smith's land, thence with his North line S. 74° 12' W. 83 poles to the place of beginning, Containing Twenty Four (24) acres more or less.

5th Tract: Situate in the same township, County and State as the preceding and a part of the same Survey. Beginning at a stone in the William John Road, and South West corner of the heirs of George Melicks land, thence with said road N. 41° 51' W. 87 poles to a stone, thence S 48° 10' W. 73 44/100 poles to a stone in the North line of the heirs of Wm Richards land, thence with their line S 82° 5' E 113 poles to the beginning (passing a Red oak, North East corner of Richards at 91 7/10 poles) Containing Twenty (20) acres. 6th Tract: Situate in the same township, County and State as the preceding and part of the same Survey and being the undivided one-third of the following premises, Beginning at a corner which stands N. 83° W. 300 poles from the South East corner of said Survey N. 6211, where stands a buckeye and hickory, thence N. 20° W. 101 poles to three beeches, thence N. 73° E 156 poles, thence S 17° E 169 6/10 poles to the South line of the lot, thence N. 83° W 167 6/10 poles to a corner at the beginning which stands 7 poles North from a hickory, beech and sugar tree, Containing One Hundred and Twenty-Seven (127) acres more or less, excepting from the above described tracts of land 27 acres sold to Joseph Smart by deed recorded in Vol. 26, page 494 and 4 acres to Albert Stoddard by deed recorded in Vol. 33 page 20 Union County Records.
Said property is now claimed by the defendants, Cliff F. Darling, Elmer Darling, Irvin Darling, Ida Darling, Anna Darling, Marinda E. Darling, William Darling and Adelphus Darling as children and heirs at law of said H. H. Darling. The said Anna Darling and Marinda E. Darling are minors over fourteen years of age and the said William Darling and Adelphus Darling are minors under fourteen years of age.
Plaintiff is entitled to dower in said property and prays that the same may be assigned her therein, and for such other relief as is proper. John M. Broderick Attorney for Plaintiff

The State of Ohio }
County of Union, ss. } Aminda Darling the plaintiff being sworn makes oath that the facts stated in the foregoing petition are as affiant believes true. Aminda Darling
Sworn to by said Aminda Darling before me and signed by her in my presence this 26th day of December A. D. 1883.
W. M. Winget J. P.

On the 26th day of December A. D. 1884, a Praecipe was filed with the Clerk of said Court which reads as follows, to-wit:-

Praecipe Aminda Darling Plaintiff } Court of Common Pleas, Union County Ohio
vs. }
Cliff F. Darling et al. Defendants } Marysville December 26th 1883
To the Clerk of said Court:- Issue Summons in
4403 the above case to the defendants.- The defendants Anna Darling and Marinda E. Darling are minors over fourteen years of age and the said William Darling and Adelphus Darling are minors under fourteen years of age - returnable according to law.
John M. Broderick, Atty for Plaintiff

On the 26th day of December A. D. 1883 a Summons was issued by the Clerk of said Court which reads in the words and figures following, to-wit:-

Summons The State of Ohio }
Union County ss. } Summons
To the Sheriff of the County of Union, Greeting:
4403 We command you to notify C. F. Darling, Elmer Darling, Irvin Darling, Ida Darling, Anna Darling and Marinda E. Darling, minors over 14 years of age, Wm and Adelphus Darling, minors under 14 years of age, that they have been sued by Aminda Darling 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 Amanda Darling against them filed in the Clerks Office of said Court such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 7th day of January A.D. 1884.

Seal   Witness my hand and the seal of said Court, this 26th day of Dec. A.D. 1883

J. A. Burgess Clerk.

Said Writ was endorsed as follows viz: An action for assignment of Dower. Bordick Plffs Atty. Which Writ of Summons was afterward, on the 4th day of January 1884 duly returned to the Clerks Office aforesaid by the Sheriff aforesaid with the following return of said Sheriff endorsed thereon, to-wit:

Sheriff's Return

The State of Ohio }
Union County, ss. }   Sheriff's Return

Received this Writ Dec. 26th A.D. 1883, at 4 o'clock P.M. and pursuant to its command, on the 2nd day of January A.D. 1884 I served the same by delivering a certified copy thereof with the endorsements thereon to each of the within named minors, defendants, and also a certified copy of this writ to the two Guardians of said minors with one of whom said minors reside. Sheriffs Fees: Service $1.60, Mileage 2.40, Cop. 2.00 Total $6.00

John H. Obensack Sheriff

Afterwards on the 30th 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

4403

Amanda Darling Plaintiff }
vs. }   Entry. No. 4403
Cliff W. Darling et al Defendants }

And now this cause coming up for hearing upon the petition, and the evidence, the Court find that all of the defendants have been duly served with Summons herein and are in default for answer. The Court further find that the said H. H. Darling was, in his lifetime seized in fee simple of the real estate and premises described in the petition, and that the plaintiff is the widow of the said H. H. Darling, deceased, and that she is entitled to have her dower in the said premises assigned and set off to her, as prayed in her petition. It is therefore ordered adjudged and decreed by the Court that the said plaintiff be endowed of one full equal third part of the premises described in the petition, and that a writ issue to the Sheriff of Union County Ohio, commanding him that by the oaths of W. J. Sage, B. F. McCombs and Newton Pierce 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 cause to be set off and assigned the dower to said plaintiff in manner as above ordered. And that of such proceedings together with the said Commissioners appraisement of the yearly net value of said real estate, estimated from the 26th day of December 1883 to the day of such assignment of dower the said Commissioners and the said Sheriff make return without necessary delay.

Afterward on the 20th day of February A.D. 1884, a Praecipe was filed with the Clerk of said Court which reads as follows, to-wit:-

Praecipe

4403

Amanda Darling Plaintiff }
vs. }   Court of Common Pleas, Union County, Ohio.
Cliff W. Darling, et al. Defendants }   Marysville February 28th 1884

To the Clerk of said Court:- Issue a Writ of Dower in the above case to the Sheriff of said County returnable according to law.

John M. Bordick Attorney for Plaintiff

On the 20th day of February A.D. 1884, a Writ of Dower was issued by the Clerk of said Court which reads as follows, to-wit:-

Writ of Dower

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

4402 We Command You, That without delay by the oaths of F. J. Sager B. F. McCombs and Andrew Price you cause to be set off and assigned to Aminda Darling widow of H. H. Darling late of said County, deceased, one full equal third part of

1st Tract the following real estate, situate in the Township of Darby County of Union and State of Ohio. Part of Virginia Military Survey No. 6311 Beginning at a stone in the center of the County road placed in Welch's line, thence N. 20° W. 51 poles to a stone, witness beech and oak in Welch's line, thence S. 70° W. 31 poles to a stone which stands in the center of the County road. Thence S. with the road 56 poles to the place of beginning containing three (3) acres and eighty one (81) poles.

2nd Situate in the same County, Township and State and part of the same Survey as the above. Beginning at a stone, witness 2 beeches, thence S. 20° E. 53½ poles to a stone in the center of the road, thence with the road S. 42° E. 11 poles to a stone, thence N. 73° E. 48 poles to a stone, witness a beech and sugar tree, thence N. 20° W. 62½ poles to a stone in the north line of the lot witnessed by a beech, thence S. 73° W. 53½ poles to the beginning Containing twenty (20) acres more or less

3rd Situate in the same Township, County and State as the preceding and part of the same Survey Beginning at a stone S. E. corner to a tract of land conveyed by Alex. Neal to Saml. Cottrell and running thence S. 73° W. 117 poles to an ironwood, thence S. 20° E. 112½ poles to three beeches, thence N. 73° E. 117 poles to a stone. Thence N. 20° W. 112½ poles to the place of beginning Containing eighty two (82) acres and fifty four (54) poles.

4th Situate in the same Township, County and State and part of the same Survey as the preceding. Beginning at a stone at the North West corner of George W. Smith's land and in the East line of the land of George Welch's heirs, thence with the said line N. 17° 32' W. 46 62/100 poles to a stone, thence N. 74° 12' East 81 90/100 poles to a stone in the original east line of the Survey Thence with said line S. 17° 23' E. 46 62/100 poles to a stone in the North East corner of George W. Smith's land, thence with his north line S. 74° 12' W. 83 poles to the place of beginning Containing twenty four (24) acres more or less.

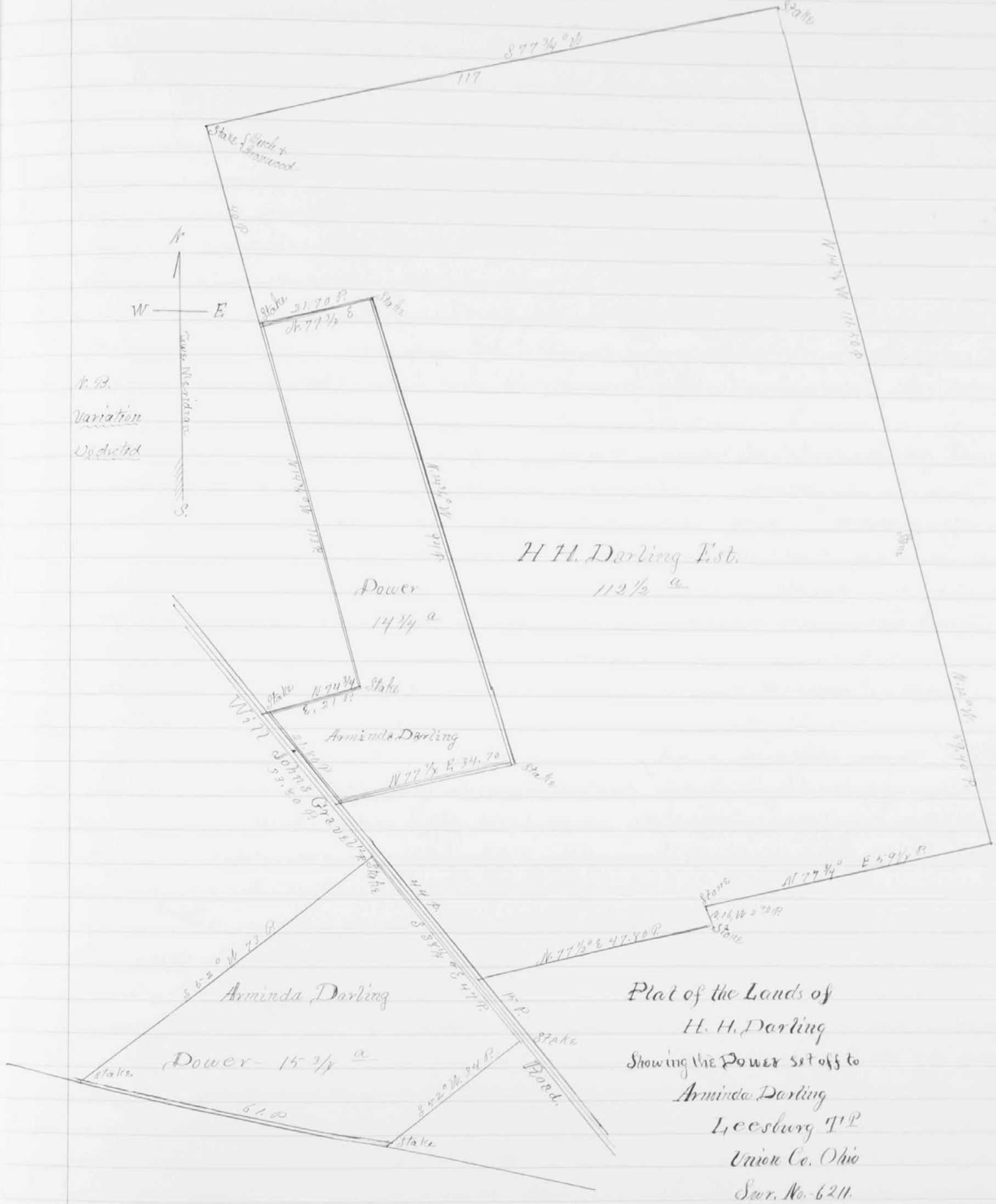
5th Situate in the same Township, County and State as the preceding and part of the same Survey Beginning at a stone in the Wallace Johnson Road and South West corner of the heirs of George Welch's land, thence with said road N. 40° 51' W. 87 poles to a stone, thence S. 48° 10' W. 72 [illegible]/100 poles to a stone in the North line of the heirs of Wm. Richards land, thence with their line S. 82° 5' E. 113 poles to the beginning (passing a red oak, north east corner of Richards, at 91 [illegible]/100 poles) Containing twenty (20) acres

6th Situate in the same Township, County and State as the preceding and part of the same Survey and being the undivided one-third of the following premises: Beginning at a corner which stands North 83° W. 300 poles from the South corner of said Survey No. 6311 where stands a buckeye and hickory, thence N. 20° W. 161 poles to three beeches, thence N. 73° E. 156 poles, thence S. 17° E. 169 [illegible] poles to the South line of the lot, thence N. 83° W. 165 ¾ poles to a corner at the beginning which stands 4 poles North from a hickory beech and sugar tree, Containing One Hundred and Twenty-Seven (127) acres more or less. Excepting from the above described tract of land 24 acres sold to Joseph Secant by deed recorded in Vol. 26 page 494 and 4 acres to Albert Stoddard by deed recorded in Vol. 33 page 30 Union County Records 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 Dower wherein the said Aminda Darling is petitioner and Cliff F. J. Darling et al. are respondents, and that in like manner, by the oaths of the same men, you make a just and true appraisement of the yearly value of said real estate after deducting the necessary expenses, and that your proceedings in the premises you distinctly certify under your hand to our said Court forthwith. And have you then and there this Writ.

Witness my name and the Seal of the said Court, at Marysville O. this 20th day of February A.D. 1884

J. Q. Burgess, Clerk.

Writ returned ...
Sheriff's Return As command...
Price, these ...
parties, ...
estate so ...
following ...
corner to J. ...
to a stake ...
the center of ...



Plat of the Lands of
H. H. Darling
Showing the Power set off to
Arminda Darling
Leesburg T'P
Union Co. Ohio
Surv. No. 6211.

Scale 20 poles to 1 inch — T. J. Sager S. U. C. O

Sheriff's Return

Now returned and filed March 21st 1884. Endorsed as follows; viz:- "Sheriffs Return" As commanded by this Writ, I have by the within of T. J. Sager, B. W. Coombs and Newton Pierce, three judicious, disinterested men of the vicinity, who are not of kin to either of said parties, caused to be set off and assigned to the within named Arminda Darling as her dower estate so much of the within described lands and tenements as is contained in the following boundaries, to-wit:- Beginning at a stake in the South line of Survey No. 6211 corner to J. W. Burns land, thence with said survey line (courses corrected) S 78° E 61 poles to a stake thence N. 12° E 24 poles to the center of the Mill Johns Gravel Road, thence with the center of said Road N. 38¼° W. 47 poles to a stake another corner of J. W. Burns land

Thence with his line S 52° W. 73 poles to the place of beginning containing 15-3/4 acres of land. Also another tract commencing in the center of the Mill Johns Road at corner to J. B. Beers land and N. 38 1/4° W. 33 5/100 poles from the North West corner to the above described tract) thence with Beers line N. 77 3/4° E. 21 poles to a stake corner to J. B. Beers land, thence N. 14 3/4° W. 73 poles with Beers line to a stake, thence N. 77 3/4° E. 21 7/100 poles to a stake, thence S. 14 1/4° E 94 poles to a stake, thence S. 77 1/4 W. 34 70/100 poles to a stake in the center of the Mill Johns Road, Thence with the center of said Road N. 38 1/4° W 21 5/100 poles to the place of beginning, containing 14 3/4 acres. Thus being in both tracts 30 1/2 acres, all in original Virginia Military Survey No. 6211 in Greenbrier Co. Western Country Ohio all of which will appear on the adjoining plat. And we do appraise the yearly value of the entire estate at $ 300.00 per annum. Fees: W. J. Sage Co. Surv. Plat and Surveying 2 days. $ 8.00 B. F. Mrs Bonds Chain Bearer 1 day 1.00, Newton Peirce Chain Bearer 1 day 1.00 Commissioners Fee. W. J. Sage 1 day 1.00 B. F. Mrs Bonds 1 day 1.00, Newton Peirce 1 day 1.00 Total $ 13.00 Given under our hands and Seals the 20th day of March A. D. 1884.

W. J. Sage Seal B. F. Mrs Bonds Seal Newton Peirce Seal

and by the oaths of the same men, the yearly value of the real estate within described is justly and truly appraised at $300 per annum of the entire estate after deducting necessary expenses. Sheriffs Fees: Service 60, Mileage 3.36, Executing Writ, Swearing Com. 1.00 Com. Report 1.00. Given under my hand this 20 day of March A. D. 1884 Com. 13.00 Total $ 12.36.)

John H. Coberns a/c Sheriff

Afterwards on the 5th day of May A. D. 1884, an Entry was made on the Journal of said Court which reads as follows to wit:-

Amanda Darling Plaintiff } No. 4403
vs. } Entry.
Riff F. Darling et al. Defendants }

This day this cause came on for hearing upon the Petition of the Sheriff and of the Commissioners herein, of their proceedings in the assignment of dower under the former order of this Court, and on 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 do hereby approve and confirm the same. It is therefore ordered and decreed that the said Amanda Darling have and possess the lands so assigned to wit: Situate in the Township of Lamberg, County of Preble and State of Ohio, Part of Virginia Military Survey No. 6211. Beginning at a stake in the Southline of said Survey No 6211 corner to J. M. Beers land, thence with said Survey line (corner corrected, S. 78° E 61 poles to a stake, Thence N. 52° E. 34 poles to the center of the Mill Johns Gravel Road Thence with the center of said road N. 38 1/4° W. 47 poles to a stake another corner of J. M. Beers land, Thence with his line S. 52° W. 73 poles to the place of beginning containing Fifteen and Three-fourths (15-3/4) acres of land. Also another tract in the same Township County and State and and part of the same Survey. Begeenning in the center of the Mill Johns Gravel Road, corner to J. B. Beers land and N. 38 1/4° W. 33 5/100 poles from the North West corner of the above described tract, Thence with said Beers line N. 77 3/4° E. 21 poles to a stake corner to J. M. Beers land, Thence N. 14 3/4° W. 73 poles with Beers line to a stake, Thence N. 77 3/4° E. 21 7/100 poles to a stake, thence S. 14 1/4° E. 94 poles to a stake, Thence S. 77 3/4° W. 34 70/100 poles to a stake in the center of the Mill Johns Gravel Road, Thence with the center of said road N. 38 1/4° W. 21 5/100 poles to the place of beginning containing Fourteen and Three fourths (14 3/4) acres. Thus being in both tracts Thirty and one Half (30 1/2) acres of land, as and for her reasonable dower in said premises. It is further decreed that the said defendants pay to said plaintiff the sum of Twenty Two Dollars being one third of the sum

Entry 4403

allowed by said Commissioners as the net value of said premises, from the time of filing this petition to the assignment of dower. It is further ordered and adjudged that the costs of this action amounting to the sum of $ be paid in the following proportions, to wit: one third thereof by the said plaintiff, and the remainder by the said defendants according to their relative interests in said land, and execution is awarded therefor.

Attest J. D. Burgner, Clerk
By A. R. Burgner, 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 Raymond of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the 17th day of April in the year of our Lord One Thousand Eight Hundred and Eighty Three. Heretofore to wit: On the 10th day of March A.D. 1884 the following Petition was filed, with the Clerk of said Court, viz:

G. W. Dewellen Plaintiff
Against
Abraham Hedges, Wm. W. Hill and Newton Price, Defendants

Petition

Court of Common Pleas, Marion County Ohio
Petition

The plaintiff says, First: That his action is founded upon a promissory note of which the following is a copy, with the credit thereon:

" $300.00 Rochester June 7th 1883. "

" Six months after date we promise to pay to the order of G. W. Dewellen, Three " Hundred Dollars at six per cent, value received. "

" One Dec. 1st 1883. Abraham Hedges "

" Wm. W. Hill "

" Newton Price "

" Endorsed: "Feby 16th 1884 paid on the within by cash and credit the sum of $31.50" Second: There is due from the Defendants to the plaintiff, on said Note the sum of Two Hundred and Eighty Dollars and Eighty Three Cents with interest from the 16th day of February A.D. 1884 and for which he asks judgment.

Wm. D. Boyce, Plaintiffs Attorney

The State of Ohio
Marion County, ss. } G. W. Dewellen being first duly sworn says that he is the plaintiff in the foregoing action and that the facts stated in the foregoing petition are true.

G. W. Dewellen

Sworn to before me and signed in my presence by said G. W. Dewellen this 4th day of March A.D. 1884 J. W. Thomas, Clerk of Court. Seal

Receive of Summons

We hereby waive the issuing and service of Summons in this case and enter our appearance herein, March. 7th 1884.

A. Hedges
Wm. W. Hill
N. Price
} Defendants

Credit-

" April 10th 1884, Rec'd A. Hedges by his wife the sum of $75.00 on the note mentioned "
" in this petition and the same was this date credited on the original note "
" G. W. Dewellen "

Afterwards on the day of — A.D. 1884, came Easley and caused the following Entry to be entered by the Clerk of said Court, which reads as follows to wit:-

Easley
44481

G. W. Dewellen Plaintiff
vs.
Abraham Hedges, Wm. W. Hill and Newton Price Defendants

April Term, 1884
No. 44481.
Judgement for Default

And now comes the said G. W. Dewellen Plff

by his Atty. and the said Defendant having entered their appearance herein and having failed to demur or answer to the petition of the said Plaintiff the same is therefore taken as true; and it is considered that the said I. N. Dunlevy ought to recover the said sum of $205.53/100 as demanded in his petition, together with the sum of $2.63 which the Court finds due as the interest thereon, as prayed for in said petition: It is therefore considered that the said I. N. Dunlevy Plaintiff recover against the said Abraham Hedges, W. W. Hill and Newton Price Defendants the said sum of $208.16 together with his costs herein and about their suit expended, taxed to $

Attest J. L. Burgner, Clerk By A. R. Burgner Deputy.

Be it remembered that 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 of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the 14th day of April in the year of our Lord One Thousand Eight Hundred and Eighty Three. Whereafore to-wit:- On the 12th day of April A.D. 1883 the the following Petition was filed with the Clerk of said Court; viz:

Petition 4241

Wm Hoover Plaintiff
vs.
H. J. Perry, Defendant
} Court of Common Pleas, Union County Ohio

Petition

The plaintiff William Hoover says that is due him from the defendant H. J. Perry the sum of $85.00 on the following acct.

Balance due Hoover on book entered April 1st 1881 $642.00
June 23rd 1882, credited and deducted for 2 acres shortage on said land 80.00
Amt. due after deducting shortage $562.00
Interest on same to April 1st 1883 67.44
$629.44

January 27th 1882
Dr. by Goods $140.00
Interest 9.15 = $149.15
April 25th 1882, Dr. by Goods $300.00
Interest 14.44 = $314.44
Nov. 7th 1882 Dr. by Goods bought of Defs. $78.85
Interest 2.00 = $80.85 $544.44
Balance due Apr. 1st $85.00

Wherefore plaintiff prays judgement against defendant for $85.00 with interest from April 1st 1883 and for costs.

P. R. Dean Atty. for Plaintiffs

State of Ohio
Union County ss. } Wm Hoover the plaintiff being sworn says the allegations in the foregoing Petition are true as he believes.

Wm Hoover

Sworn to before me and subscribed before me this 5th day of April 1883.

W. W. Hill Justice of the Peace

Afterward on the day of November A.D. 1883 an Answer was filed with the Clerk of said Court which reads as follows, to wit:

Wm Hoover Plaintiff
vs.
H. J. Perry, Defendant
} Court of Common Pleas, Union County, Ohio.

Answer 4241

Answer of Defendant

The defendant for answer to the plaintiff's petition says that plaintiff ought not to recover of the defendant the sum of $85.00 or any other sum by reason of the premises for that, that the defendant says that the said account for the

purchase money for land more fully paid. to wit- the defendant says that- no additions to the $140.00 admitted to have been paid June 10th 1882 and no additions to the $300.00 admitted to have been paid April 25th 1882, the defendant saw the 10th of June 1881 paid to the plaintiff One Hundred Dollars to apply on said land account and that when the plaintiff bought at the defendants public Sale Nov. 7th 1882 to his account of $78.63 he owed to the defendant on said $78.63 the sum of $28.13 after paying the balance due plaintiff from defendant on said land account and there is none due thereon from the plaintiff to the defendant as a balance on his said $78.63 Item in said petitions mentioned as for goods sold bought by plaintiff of defendant Nov. 7th 1882 at his Sale $28.13 and int. God therefore the defendant asks that said payment of $100.00 paid June 10th 1881 be credited on said account of that date and that the defendant may recover judgment against plaintiff for said balance due hence on said $78.63 Item of account being the sum of $28.13 with Two and 1/2 cent interest since Nov. 7th 1882. Robinson & Pope Attys for Defendant

State of Ohio }
Vinton County ss. } H. J. Perry being duly sworn deposes and says that the several matters and things set forth in the above answer are as he believes true

H. J. Perry

Sworn to before me and signed in my presence this 17th day of November 1883.

L. L. Gardner Notary Public

2nd ✻ Afterwards on the 17th day of January A.D. 1884, a Reply came filed with the Clerk of said Court which reads as follows, to wit:

William Hoover Plaintiff } No. 4241
vs. } Reply
H. J. Perry, Defendant } And now comes the plaintiff and denies the
Reply allegations in the answer of the defendant that on the 10th day of June 1881, he the deft.
4241 paid the Plaintiff the sum of $100.00 on the land contract, and says that said defendant did not on the 10th of June 1881, or at any other time pay him the sum of $100.00 on said land acct. or for any other purpose or any other amount than the amounts mentioned in plaintiffs petition, wherefore he prays for judgment as in his petition

P. R. Owen Attorney for Plaintiff

State of Ohio }
Vinton County, ss } William Hoover being sworn says the allegations in the foregoing Reply are true

Wm Hoover

Sworn to before me and subscribed in my presence this 17th day of Jan. 1884

J. D. Bowyer Clerk.

1st ✻ On the 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:-

Wm Hoover Plaintiff } Entry
vs. } No. 4241
H. J. Perry, Defendant } This cause being set down for trial, on the 17th of
4241 January and plaintiff by reason of sickness in his family was not ready for trial whereupon on his motion the cause is continued at his costs with leave to Reply in ten days.

Afterwards on the 19th 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:-

Wm Hoover Plaintiff } April Term 1884
Entry vs. } No. 4241 Jury Trial
Hezekiah J. Perry, Defendant } This day came the parties by their attorneys, and this cause
4241 came on to be tried; and thereupon came a jury, to wit: Jas. H. Mahaffey, Jno Wm Elder

Geo. W. Smith, J. P. Martin, O. G. Neal, G. S. Welch, Jno. Hamilton, Phillip Vandeman, Grafton Debolt, Alex. Christ, Jacob Temple and Jno. S. Smart who, being duly impanneled 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 jurors retired to their room to deliberate upon their verdict, and after due deliberation returned into open Court and presented their verdict in in writing, in the words and figures following, to wit:-

State of Ohio, Union County ss. April Term A.D. 1884 to wit April 19th 1884

Verdict — William Howe Plaintiff vs. Hugh J. Perry Defendant

We, the Jury in this case, being duly impanneled and sworn do find and say that we find for the plaintiff in the sum of ($90.31) Ninety and 31/100 Dollars,

James Mahaffy Foreman

Afterwards on the 23th 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 4241

William Howe Plaintiff vs. H. J. Perry, Defendant. — No. 4241 Entry

There being no motion for a new trial filed in this case. It is considered that the plaintiff recover of the defendant said sum of Ninety and 31/100 Dollars so found by the jury in their verdict and also his costs herein taxed at $.

Attest J. Q. Burgner Clerk, By A. R. Burgner 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 Tenth Judicial District of the State of Ohio, on the 14th day of April in the year of our Lord One Thousand Eight Hundred and Eighty-four. Heretofore, to wit: on the 11th day of December A.D. 1883, the following petition was filed with the Clerk of said Court, to wit:-

Petition 4390

William M. Watson Plaintiff vs. Nancy Watson, widow of William M. Watson, deceased, Margaret Finley and Evans Finley her husband, Belle Mattox and John Mattox her husband, Samuel N. Watson, David H. Watson, Cornelia Walker and Luther Walker her husband, Defendants

Court of Common Pleas Union County, O.

Petition

Plaintiff has a legal right to and is seized in fee simple, as son and one of the heirs at law of William M. Watson deceased, of the undivided sixth part of the Real Estate, situate in Union County Ohio, and bounded and described as follows to wit: Being a part of Surveys Nos. 12314 and 3459 and commencing at a stone in the centre of the State Road leading from Marysville to Milford Centre, and at the North East corner to lands owned by William Porter thence with Porter's line N. 36° 40' W. 178 poles and 11 links to a stake; thence N. 53½° E 58 poles to a Stake, and corner to Joseph Fisher's land; thence S. 36° E. 167 poles, to the centre of said road; thence with said road S 41 W. 58 poles to the place of beginning containing sixty acres of land. The defendant, Nancy Watson, as widow of said William M. Watson, is entitled to dower in said premises. The defendants Margaret Finley, Belle Mattox, Samuel Watson, David Watson and Cornelia Walker are tenants in common with plaintiff in said premises subject to said dower, in the following proportions: One sixth belongs to Margaret Finley who is a daughter of

said William W. Watson, and is intermarried with one Evans Finley; One Lizzie belongs to Bell Watter, who is a daughter of William W. Watson, and is intermarried with one John Watter One Lizzie each belongs to Samuel Watson and David Watson, who are sons of said William W. Watson. One Lizzie to Cornelia Walker, who is a daughter of said William W. Watson and is intermarried with one Lucker Walker. Plaintiff avers to have her interest in said Real Estate set off to her severally, and prays that the dower of said Nancy Watson may be assigned to her, and that subject thereto partitions may be made, or if that cannot be done without great injury, that such proceedings may be had as are authorized by Law.

A. H. Bigbee Attorney for Plaintiff

State of Ohio } ss.
Union County } William W. Watson, plaintiff, being sworn says that he believes the facts stated and allegations in the above pleading are true. William W. Watson

Sworn to and subscribed in my presence by William W. Watson this day of December A. D. 1883.

Joseph W. Kennedy Notary Public

Afterwards on the 15th day of December A. D. 1883, a Praecipe was filed with the Clerk of said Court which reads as follows, to-wit:-

William W. Watson Plaintiff
vs.
Nancy Watson et. al. Defendants } In Court of Common Pleas, Union County, Ohio.

Praecipe

Marysville, December 15th 1883

To the Clerk of said Court: Issue Summons in the above case for partition returnable according to law. A. H. Bigbee Atty for Plff.

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:-

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

We command you to notify Nancy Watson, widow of William W. Watson, deceased, Margaret Finley and Evans Finley, her husband, Bell Watter and John Watter, her husband, Samuel Watson, David H. Watson, Cornelia Walker and Lucker Walker her husband that they have been sued by William W. Watson in the Court of Common Pleas of Union County, and that unless they answer by the 12th day of January A. D. 1884 the petition of said William W. Watson against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 24th day of December A. D. 1883.

Witness my hand and the seal of said Court, this 15th day of December A. D. 1883. J. R. Bargaver, Clerk.

Ent. Said Writ was endorsed as follows, to-wit: Action for Partition, Bigbee Atty.

Afterwards, on the 24th day of December A. D. 1883, said Writ of Summons was returned to the Clerks Office with the following return of the Sheriff endorsed thereon, viz:-

The State of Ohio } Sheriffs Return
Union County, ss. } Received this Writ December the 15th A. D. 1883, at 2 o'clock P. M., and proceeded to discommenced, on the 21st day of December A. D. 1883, & served the same by delivering to each of the within named defendants a true copy of this writ with the endorsements thereon. Sheriffs Fees:- Service $1.50, Copy 1.80 Mileage 3.20. Total $6.50.

John Barbersack Sheriff.

Afterwards on the 15th of January 1884 an Entry was made in the Journal, which reads as follows.

Entry 4390

William W. Watson Plaintiff
vs
Nancy Watson et al. Defendants } Entry

Leave granted defendants to file their separate answers herein, instanter.

Answer

Dec the 15th day of January A.D. 1884, our Answer was filed with the Clerk of said Court which reads as follows, to-wit:-

William M. Watson Plaintiff
Against
Nancy Watson, widow of William Watson deceased, Margaret Tinsley and Evans Tinsley her husband, Belle Madder and John Madder her husband, Samuel Watson, David H. Watson Cornelia Walker and Dentin Walker her husband, Defendants

Court of Common Pleas
Darke County Ohio

Answer of
Cornelia Walker and
Dentin Walker, her husband.

4390

Defendants, Cornelia Walker and Dentin Walker her husband say that said Cornelia Walker is tenant in common with plaintiff and is the owner of the undivided one eighth part of said property in fee and does not oppose prayer of plaintiffs petition, that his undivided one eighth part be set off to him in severalty. They further say that they do not wish the part of said Cornelia Cornelia Walker set off to her in severalty but that she desires to hold her interest in common with the other defendants in the balance of said land.

E. E. Cole Attorney for Defendants

State of Ohio
Darke County ss. } Dentin Walker defendant being first duly sworn says that he is the husband of Cornelia Walker defendant and that the facts stated are true.

Cornelia Walker

Sworn to and subscribed before me this 15th January 1884

T. B. Fullmore Notary Public Seal

Answer

4390

Dec the 15th day of January A.D. 1884, our Answer was filed with the Clerk of said Court which reads as follows to-wit:-

William M. Watson Plaintiff
Against
Nancy Watson, widow of William Watson deceased, Margaret Tinsley and Evans Tinsley her husband, Belle Madder and John Madder her husband, Samuel Watson, David H. Watson, Cornelia Walker and Dentin Walker her husband, Defendants

Court of Common Pleas
Darke County Ohio.

Answer of
Belle Madder.

Defendant Belle Madder says she is tenant in common with plaintiff and is the owner of the undivided one eighth part of said property in fee and does not oppose the prayer of the petition to have plaintiffs undivided one eighth interest in said land set off to him in severalty but says that she does not wish to have her part set off to her in severalty but desires to hold her interest in common with the other defendants in the balance of said land.

E. E. Cole Attorney for Defendant.

State of Ohio
Darke County, ss. } Belle Madder being first duly sworn says the facts stated and allegations in her foregoing answer are true

Belle Madder

Sworn to and subscribed before me this 12th of January 1884.

T. B. Fullmore, Notary Public Seal

Answer

4390

On the 14th of Janry. 1884, our Answer was filed with the Clerk of said Court which reads:

William M. Watson Plaintiff
Against-
Nancy Watson widow of William Watson deceased
Margaret Tinsley & Evans Tinsley her husband, Belle Madder & Jno. Madder her husband,
Samuel Watson, David H. Watson, Cornelia Walker & Dentin Walker her husband, Defts.

Court of Common Pleas
Darke County Ohio.

Answer of
Margaret Tinsley and
Evans Tinsley her husband

Defendants Margaret Frimley and Emmons Frimley say that she is entitled to the undivided one eight part of said real estate described in the petition as owner in fee and is tenant in common with plaintiff and that she does not object to the prayer of the plaintiff that his undivided one eight part be set off to him in severalty. They further say that they do not object that the part of defendant Margaret Frimley be set off to her in severalty but that she desires to hold her interest in common with the other defendants

E & Cole Attorney for Defendants.

State of Ohio } ss
Vinton County } Margaret Frimley being first duly sworn says that she believes the facts stated and allegations in the foregoing answer to be true. Margaret Frimley.
Sworn to and subscribed before me this 10th day of January 1884.

T. B. Fowlkes Notary Public Seal

On the 15th day of January A. D. 1884, an Answer was filed with the Clerk of said Court which reads as follows, viz:-

William M. Watson Plaintiff
Against
Nancy Watson widow of William M. Watson deceased,
Margaret Frimley and Emmons Frimley her husband,
Belle Maddox and John Maddox her husband,
Samuel Watson, David H. Watson, Cornelia Walker
and Luther Walker her husband, Defendants

Answer

4390

Court of Common Pleas
Vinton County Ohio
Answer of
Samuel Watson.

Defendant Samuel Watson says that he is tenant in common with plaintiff and is the owner of the undivided one eight part of said property in fee and concurs in the prayer of the petition that the undivided one eight part of plaintiff be set off to him. Defendant further says that he does not wish his part set off to him in severalty but desires to hold his interest in common with the other defendants in the balance of said land. E. E. Cole Attorney for Defendant.

State of Ohio } ss
Vinton County ss. } Samuel Watson defendant being first duly sworn says the facts stated and allegations in his foregoing answer are true. Samuel Watson
Sworn to and subscribed before me this 12th day of January 1884.

T. B. Fowlkes, Notary Public Seal

On the 15th day of January A. D. 1884, the following Answer was filed with the Clerk of said Court, to-wit:-

William M. Watson Plaintiff
Against
Nancy Watson, widow of William Watson, deceased,
Margaret Frimley and Emmons Frimley her husband,
Belle Maddox and John Maddox her husband
Samuel Watson, David Watson Cornelia
Walker and Luther Walker her husband, Defendants

Answer

4390

Court of Common Pleas
Vinton County, Ohio.
Answer of
David H. Watson.

Defendant David H. Watson says that he is tenant in common in with plaintiff and is the owner of the undivided one eight part of said property in fee and does not oppose the prayer of the petition of plaintiff that his interest in said land be set off to him in severalty: but he says that he does not wish his part set off to him in severalty but desires to hold his interest in common with the other defendants in the balance of said land.

E. E. Cole, Attorney for Defendant.

State of Ohio } ss
Vinton County, ss. } David H. Watson defendant being first duly sworn

says the facts stated and allegations in the foregoing answer are true
D. W. Watson
Sworn to and subscribed before me this 12th day of January 1884
T. B. Thurlow Notary Public Seal

On the 15th day of January A. D. 1884 an Answer was filed with the Clerk of said Court which reads as follows to wit:-

Answer

William W. Watson Plaintiffs
vs
Nancy Watson, widow of William Watson, deceased, Margaret Finley and Evans Finley her husband, Belle Madder and John Madder her husband, Samuel Watson, David H. Watson, Cornelius Watson and Heather Watson her husband, Defendants

Court of Common Pleas
Warren County Ohio
Answer of
Nancy Watson.

4390 Defendant Nancy Watson says that she is entitled to dower in the premises described in petition as the widow William W. Watson, deceased, and does not oppose the prayer of petition to have plaintiffs undivided one eighth of said land set off to him subject to her right but says that she does not wish her dower set off to her but desires to hold her interest in common with the other defendants in said land.

E. E. Cole Atty for Defendant.

State of Ohio
Warren County, ss. Nancy Watson being first duly sworn says the facts stated and allegations in her foregoing answer are true. Nancy Watson.
Sworn to and subscribed before me this 12th of January 1884.
T. B. Thurlow, Notary Public Seal

Affirmed on the 5th day of February A. D. 1884, an Entry was made as by the Clerk of said Court which reads as follows, to wit:-

Entry

William W. Watson Plaintiff
vs.
Nancy Watson, widow of Wm W. Watson deceased Margaret Finley and Evans Finley her husband,
4390 Belle Madder and John Madder her husband Samuel Watson, David H. Watson, Cornelia Walker and Hunter Walker her husband, Defendants

Court of Common Pleas
Warren County, Ohio.

Entry

And now come the parties herein by their attorneys, and this cause came on to be heard upon the petition for partition, and the consent to the partition prayed for, being entered in open Court by each of the defendants herein, by E. E. Cole Esq. their Attorney in accordance with the separate Answer of each of the defendants heretofore filed herein, the Court find that the plaintiff William W. Watson, and the defendants Margaret Finley Belle Madder, Samuel Watson, David H. Watson and Cornelia Walker, are tenants in common in the estate described in the petition, and that the defendant Nancy Walker is entitled to dower therein: That the plaintiff has a legal right to the one sixth part thereof, and the defendants Margaret Finley, Belle Madder Samuel Watson, David H Watson and Cornelia Walker have a legal right to the five sixth part thereof. It is therefore ordered, adjudged and decreed by the Court, with the consent of all the parties herein, that partition of said estate be made as prayed for in the petition. And it being necessary that Commissioners be appointed to make the same, it is ordered and decreed, by the consent of the parties that the plaintiff, William W. Watson, have and hold in severalty and divested of any claim of dower of said Nancy Watson, who here by

relinquishes all claims for dower in this portion of said estate, the part of said estate described as follows, to-wit: Beginning at the North East corner of the land described in the petition and at the South East corner of lands now owned by Parks, and in the centre of the Marysville and Milford Centre Gravel Road, thence Westerly with the North line of said land described in the petition, to the North West corner thereof; thence Southerly, with the West line of said land one hundred and two (102) feet to a stone on said line; thence S. 36° E about 169 poles, parallel with the line first above described to the centre of said Marysville and Milford Centre Gravel Road; thence Northerly with the centre of said road to the place of beginning, containing six acres and two hundredths of land, more or less, exclusive of the said road. And that the defendants Nancy Watson, Margaret Finley, Belle Madden, Samuel Watson, David H. Watson and Cornelia Walker have and hold jointly and in common the residue of said land described in the petition. And the Clerk of this Court is hereby directed to issue a certificate of this decree, as will convey the title to the said portion first set apart in the office of the Recorder of this County. As to the apportionment of costs and expenses herein the cause is continued.

Afterward, on the 22nd 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:-

William H. Watson Plaintiff
vs.
Nancy Watson et. al. Defendants

Entry
Darke County Common Pleas Court.

Entry 4390

One provision to the Court by the parties herein the amicable partition heretofore made having been examined by the Court and found in all respects correct and in conformity to law the said amicable partition is hereby approved and confirmed. It is therefore ordered and decreed, that the said William H. Watson have and possess the portion of said premises in the petition described, which are so assigned to him in said agreement for amicable partition heretofore filed herein and that said defendants hold jointly and in common the part of said premises so set off and assigned to them by said agreement. And it is further ordered that the costs of this action, including a counsel fee of Fifty two Dollars and Fifty Cents ($52.50) to A. H. Beigbeder Attorney for services herein, taxed at $ be paid by said parties in the following proportions, to-wit:- One sixth by the plaintiff William H. Watson and one sixth by each of the defendants, Margaret Finley, Belle Madden, Samuel Watson, David H. Watson and Cornelia Walker and execution is awarded therefor. And the said defendants Margaret Finley, Belle Madden, Samuel Watson David H. Watson and Cornelia Watson thereupon gave notice of their intention to appeal from so much of said judgement for costs including Counsel fee as affects them, and the Court fix the amount of the appeal bond at $ 100.00

Attest J. R. Burgner, Clerk.
By A. R. Burgner, Deputy

Pleas before Hon Moses Johns A Price Judge of a Court of Common Pleas begun and holden at the Court House in the town of Marysville within and for the County of Upshur of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the 17th day of April in the year of our Lord One Thousand Eight Hundred and Eighty Four. Whereupon on the 15th day of January A D 1884 the following Petition was filed with the Clerk of said Court to wit:

Petition
4431

F. T. Arthurs Guardian of Maary Etta Richey Plaintiff
vs.
Alonzo L Richey Defendant

The State of Ohio
Upshur County Court of Common Pleas
Petition

And now comes the said Plaintiff F. T. Arthurs as Guardian of Maary Etta Richey a minor and for cause of action herein against said Defendant says. That on the 1st day of December A D. 1883 at the election of said Maary Etta Richey who is and was at the time a person of the age of fifteen years. he was duly appointed and qualified as Guardian of said Maary Etta Richey by the Probate Court of Upshur County in the State of Ohio. The said plaintiff further says that Maary Etta Richey has seized seized in fee by purchase and in fee simple of the undivided Twenty five Thirty seventh part (25/37) of the following described premises: Situate in Upshur County, State of Ohio and in the village of Maryville bounded and described as follows to wit: Surveys Nos 3351 and 3354, recorded in Book 38 Page 179 of Upshur County Record of Deeds. Beginning at a stake 13 feet West of the Survey lines and on the edge of center street, thence South 20½ poles with the line of James A Brashears Lot now owned by A. B. Robinson, at being part of Lot No 7 in said Village, to a stake on the edge of North Street, thence with said Street west 4 poles and six feet to a stake, thence South 20½ poles to a stake on the edge of said Center Street; Thence with Center Street East 4 poles and six feet to the beginning containing Ninety Square Poles more or less and being a fraction of Lot 7 of said Village in Surveys Nos 3351 and 3354. The said plaintiff further says that the Defendant Alonzo L Richey (who is the grantee of said deed) has a legal right to by purchase and in fee simple of the balance of said described real estate being fourteen thirty seventh (14/37) parts. The plaintiff as such Guardian desires to have the said proceeds realized set off and severally and prays that the defendant may be made party to this suit; and that partition may be made or if that can not be done without great inconvenience that sale be had as are authorized by law.

F. T. Arthurs, Attorney.

The State of Ohio }
Upshur County, ss } F. T. Arthurs Guardian &c being duly sworn according to law says that the facts stated and allegations in the foregoing petition are as he verily believes true

F. T. Arthurs, Guardian

Sworn to before me by F. T. Arthurs and by him subscribed this 15th day of Janry A.D 1884

J. L. Berryhill, Clerk.

I hereby waive service of summons and all time and order may of appearance in this case and request that partition be made as prayed for and order to be issued accordingly. Maryville, Ohio January 15th 1884 Alonzo L Richey.

Afterwards on the 16th day of January A.D. 1884, the following Entry was made in Journal

F. T. Arthurs Guardian of
Maary Etta Richey Plaintiff
vs.
Alonzo L Richey Defendant

Entry
Order Partition
4431

This day came the plaintiff by his attorney and

Whereupon this cause coming on to be heard upon the petition of the plaintiff and the evidence, the only defendant being Monica A. Richey being properly before the Court, having entered her appearance herein and requesting that partition be made immediately, On consideration whereof the Court finds that the said Monica A. Richey is seized of and has a legal right to the undivided twenty four thirty seventh (24/37) part of the estate described in the petition and that neither the said plaintiff W. H. Arthur as Guardian of Mary Etta Richey is seized of and has a legal right to the undivided twenty four thirty seventh (24/37) part of the estate described in the petition and is entitled to have partition made of said premises, and no reason appearing why partition should not be made. It is therefore considered, adjudged and decreed by the Court that said partition be made as prayed for and that an order issue to the Sheriff of the said County of Warren commanding him that by the oaths of W. H. Robb, W. O. Mallow and Moses Thompson, three judicious and disinterested freeholders of his county, who are sworn by him to act fairly and impartially for the purposes commissioned by the Court for that purpose, he cause to be set off and divided to the said plaintiff and the said defendant the part and portion of the said estate to which they are 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 manifest injury to the value thereof, then that they appraise the same, the part on North Street separate and the part on Rapid Street separate, according to law. And that the Sheriff return this proceedings herein without unnecessary delay.

Afterward on the 17th day of January A.D. 1884, a praecipe was filed with the Clerk of said Court which reads as follows.

W. H. Arthur Guardian. Plaintiff } Court of Common Pleas Warren County, Ohio
vs. } Waynesville June 17th 1884
Monica A. Richey, Defendant } To the Clerk of said Court:-

Issue Writ of Partition in the above case returnable according to law. W. H. Arthur, Plaintiff.

On the 17th day of January A.D. 1884 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
Warren County, ss. } To the Sheriff of said County Greeting:

We Commanded You, That without delay, by the oaths of W. H. Robb W. O. Mallow and Moses Thompson you cause partition to be made of the following described premises, situate in the County of Warren and State aforesaid and in the Village of Waynesville, bounded and described as follows, to-wit: Surveys Nos 3354 and 3354, Recorded in Book 38 page 149 of Warren County Record of Deeds. Beginning at a stake 13 feet West of the Survey line and in the edge of North Street; thence 20½ poles with the line of James A. Bennett Out-lot owned by A. B. Robinson, it being part of Lot No 4 in said Village to a stake in the edge of North Street; thence with said Street West four poles and six feet to a stake, thence South 20½ poles to a stake in the edge of said Rapid Street; thence with center Street East 4 poles and six feet to the beginning, containing Ninety Square poles more or less, and being a portion of Lot 7 of said Village in Survey Nos. 3354, among the persons named herein, and in the following proportions, to-wit: To Monica A. Richey 13/37 part; to W. H. Arthur as Guardian of Mary Etta Richey 24/37 part, in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Warren in a certain petition for partition wherein the said W. H. Arthur Guardian of Mary Etta Richey is petitioner and the said Monica A. Richey is respondent; and that you proceedings in the premises you distinctly certify under your hand, to our said Court

forthwith. Witness my name and the seal of said Court of Common Pleas at the Court House in Marysville Ohio this 17th day of January A.D. 1884

Seal J. Q. Burgner Clerk

On the 21st day of January A.D. 1884, said Writ of Partition was returned endorsed as follows, to wit:-

Sheriff's Return

Sheriff's Return — As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of W. H. Robb, Wm Mahin and M. Thompson 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 January A.D. 1884. Sheriff's Fees: Service .60, Mileage .32, Executing Writ 1.00, Swearing Comm. 1.20 - $3.12. Com. Fee $4.50

John H. Osbensack Sheriff

Commissioners Report

Com. Report 4431

F. T. Arthur Guardian, Plaintiff } Union County, ss.
vs. } Court of Common Pleas
Almira S. Richey, Defendant } 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 value of the same (the part on Fourth Street at $700.00 and the part on Fifth Street at $2300.00) at Three Thousand Dollars.

Given under our hands this 21st day of January A.D. 1884

W. H. Robb }
W. O. Mahin } Commissioners
M. Thompson }

On the 23 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 4431

F. T. Arthur Guardian of Mary Etta Richey, Plaintiff } Entry
vs. } Confirming Report of Commissioners and
Almira S. Richey, Defendant } Ordering Sale

This cause came on for hearing upon the return of the Sheriff and the Report of the Commissioners heretofore appointed herein, and on motion to confirm the same. And it appearing to the Court from the Report of the said Commissioners that said premises cannot be divided by metes and bounds without manifest injury to the value thereof, and that the said Commissioners have made and returned their appraisement of said premises, the part on Fourth Street at $700.00 and the part on Fifth Street at $2300.00 or the whole at Three Thousand Dollars ($3000.00). The Court find the said return and proceedings in all respects correct and in conformity to law and do therefore approve and confirm the same and neither of said parties electing to take the said premises at the appraised value on motion of the plaintiff it is ordered that said premises be sold at public auction on the premises, 1/3 cash, 1/3 in one year 1/3 in two years with interest on deferred payments to be secured by mortgage on the premises sold; And that an Order of Sale issue therefor to the Sheriff of said Union County Ohio and that said Sheriff return his proceedings unto this Court without unnecessary delay.

Afterward on the 24th day of January A.D. 1884, a Praecipe was filed with the Clerk of said Court which reads as follows, to wit:-

Praecipe — F. T. Arthur Guardian of Mary Etta Richey Plff. vs. Almira S. Richey, Defendant

#431 Court of Common Pleas, Pickaway County, Ohio, Circleville, January 24th 1884.
To the Clerk of said Court: Issue Order of Sale in Partition in the above case, returnable according to law.
T. T. Arthur, Plaintiff

On the 24th day of January A.D. 1884, 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 } Order of Sale in Partition
Pickaway County, ss. } To the Sheriff of said County, Greeting:

#431 Whereas in pursuance of the order of our Court of Common Pleas, within and for the County of Pickaway at the January Term, A.D. 1884 in a certain Petition for Partition, now pending in said Court, wherein T. T. Arthur Guardian of Mary Etta Richey petitioner and Monroe S. Richey respondent, we commanded you that, without delay, you proceed to sell at public auction the lands and tenements in said petition described, to-wit: situate in Pickaway County, State of Ohio and in the Village of Circleville, bounded and described as follows, to-wit: Surveys Nos. 3351 and 3354. Recorded in Book 38 page 179 of Pickaway County Record of Deeds. Beginning at a stake 13 feet West of the Survey line and in the edge of Center Street, Thence South 20 poles with the line of James A Beaumont lot now owned by H. P. Robinson, it being part of Lot No. 7 in said Village to a stake in the side of North Street, Thence with said Street West four poles and six feet to a stake; thence East 20 poles to a stake in the edge of said Center Street, Thence with Center Street East four poles and six feet to the beginning containing Ninety Square poles more or less and being a part of Lot 7 of said Village in Survey No. 3354. Appraised at $3000.00; and that you proceed on the premises, you make known to our said Court of Common Pleas at their next Term; and have you then and there this Writ.

Witness my hand and the Seal of the said Court at Circleville, Ohio, this
Seal 24th day of January A.D. 1884. J. D. Boggess, Clerk.

Which returned and filed endorsed as follows by the Sheriff of said County of Pickaway, to-wit:

Sheriff's Return

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 Circleville Tribune a newspaper printed and in general circulation in Pickaway County, Ohio; and on the first day of March 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 there came James B. Whipley who bid the sum of ($245.00) Two-ly-four Hundred and Fifty Dollars. Being South half Seventeen Hundred and Seventy five Dollars ($1775.00) North half Six Hundred and Seventy-five Dollars ($675.00) said sum being more than two thirds appraised value: and he being the highest and best bidder was declared the purchaser. do Sheriffs Fees: Service 30, Mileage 32, Copy to Printer 30, Poundage 16.12 Total $ 17.54. Deed 2.00 Mortgage 2.00 $ 2.00. Total $ 19.04. Printers Fees 13.50 Total $ 32.54/100

John Mobersack Sheriff Pickaway County, Ohio

Affirmed on the 18th day of April A.D. 1884, a proof of Publication was filed with the Clerk of said Court which reads as follows, to-wit:-

T. T. Arthur, Guardian } Sheriffs Sale.
as: } Court of Common Pleas, Pickaway County, Ohio
Proof of Publication A. S. Richey } One Order of Sale in Partition
#431 By virtue of the above stated writ to me directed from the Court of Common Pleas Pickaway County, Ohio, I will offer at public sale, on West Fifth Street in Circleville Ohio on Saturday, March 1 1884, at or about the hour of one o'clock, P.M. on said day the following described real estate to-wit: Situate on West Fifth street, in the village

of Marysville, County of Union, State of Ohio and being known and described as situate in Union County, State of Ohio and in the village of Marysville, bounded and described as follows, to wit: Survey No. 3354, recorded in Book 38 page 149 Union County Record of Deeds: Beginning at a stake 13 feet West of the Survey line and in the edge of Center Street; Thence North 20½ poles with the line of James A. Brainard's lot, now owned by A. B. Robinson, it being part of lot No. 7 in said village, to a stake in the edge of South street; Thence with said street West four poles and six feet to a stake thence South 20½ poles to a stake in the edge of said Center Street; Thence with Center Street East four poles and six feet to the beginning, containing 90 square poles more or less, and being a fraction of lot 7 of said village in Survey No. 3354. Appraised at \$3000. Terms of Sale: One third cash, one third in one year, one third in two years, with interest on deferred payments secured by mortgage.

January 30th 1884 — 5t — Pr. f. \$13.50. John Hobensack Sheriff Union County Ohio

F. T. Arthur, Attorney,

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 "Marysville Tribune," a newspaper of general circulation in the County of Union the first publication beginning January 30th 1884. W. O. Shearer

Sworn to and subscribed before me, this 18th day of April 1884

J. Q. Burgner, Clerk.

On the 17th 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:

F. T. Arthur Guardian of Mary Etta Richey, Plaintiff
vs.
Almira S. Richey, Defendant

Entry 4431

Entry
Confirmation of Sale

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 the premises described in the Order of Sale to James B. Whipley the purchaser of said premises in fee simple. The Court further finds that said premises are situate in Survey Nos. 3351 and 3354 instead of all in 3354 as described in the Order of Sale, and the Court orders said error corrected in deed of Sheriff as well as Record. It is further ordered that the Sheriff out of the proceeds of said sale pay first to the Clerk of this Court the costs herein, including a fee of \$61.75 to plaintiff's Attorney and the taxes that are a lien — Total \$123.31. Second, that the remainder of the purchase money having been and balance in this day paid into Court be divided between F. T. Arthur as Guardian of Mary Etta Richey and Almira S. Richey according to their respective shares as follows, Fourteen Thirty-ninths (14/39) to Almira S. Richey being \$835.22 and Twenty-five Thirty-ninths (25/39) to F. T. Arthur as Guardian of Mary Etta Richey being \$1491.47

Attest J. Q. Burgner, Clerk.
By L. R. Burgner Deputy.

Petition
4466

Plea before His Honor John A. Price Judge of a Court of Common Pleas Legally and Held at the Court House in the Town of Delaware within and for the County of Delaware of the Third Subdivision of the Fourth Judicial District of the State of Ohio, on the 17th day of April in the year of our Lord One Thousand Eight Hundred and Eighty Four.

Heretofore, to-wit: On the 17th day of February A.D. 1884, the following Petition was filed with the Clerk of said Court, to-wit:

John A. Barley Plaintiff

vs.

Sol. S. Drake, Catharine Mc. Barley, John A. Barley, Carrie B. Barley, Abram A Barley, Abram Drake et al Defendants

Court of Common Pleas, Delaware County, Ohio.

Petition

The plaintiff says that Catharine Mc. Barley as the widow of George W. Barly is entitled to dower in the seventh of the land in this petition described. That Abram B. Drake died seized in fee simple of the 175 acres in this petition described and his widow is dead and his seven children own the sole title of said Drake and own said lands viz Nellie B Drake 1/7 of said land, Sol S. Drake 1/7 Sarah Drake married Deakord 1/7 Mary Drake married Harrington 1/7 Elizabeth Drake married Wells 1/7 Daniel Drake 1/7, Abram Drake 1/7. The said Nellie Drake about July 17th 1877 conveyed her 1/7 to George W. Barly who afterward died owning said 1/7 of said land to his following four children to-wit: John A. Barly and Carrie B. Barly under the guardianship of Harrison W. Barly and Charles A. Barly under the guardianship of Abraham J. Dillon, in which 1/7 Catharine Mc. Barly has dower. The said Solomon Drake bought from said Sarah Deakord her 1/7 and now owns 1/7 of said land. The plaintiff bought from said Mary Harrington, Elizabeth Wells and Jane Wells (which last is the only heir of said Daniel Drake dec'd) their said shares in said land, and he is thereby the owner in fee simple of said 3/7 of said land, and said Abram Drake is still the owner of said 1/7 of said land. The said Abram Drake is in the possession of said land and has been for years last past and hath had the use of the same and hath received and paid the taxes on said land and should be made to account for the rents in the adjustment of said rents out of his share of said lands. The plaintiff is entitled to the possession of said premises and to partition of said lands. Wherefore the plaintiff prays that all of said persons interested in said land be made defendants and that the dower of said Catharine Mc. Barly be set off to her in said 1/7 of said lands and the 3/7 parts of said land be set off to the plaintiff and 2/7 to Sol. S. Drake 1/7 to said heirs of Mrs. Mc. Barly and 1/7 to said Abram Drake subject to his liability to pay on the unpaid taxes an account equal to the rent he has enjoyed. And that if said lands will not bear partition without injury that the same be sold and the proceeds thereof be divided among said parties according to their several interests. The said land is described as follows: Situate in said County of Delaware in Survey No. 3444 in the name of D. Duncan. Beginning at three sugar trees, the South East corner of the survey; Thence N. 8° 25' E. as now corrected 104 3/4 poles with the original line of the Survey to two beeches and a hickory, Thence N. 81° 35' W. 15 3 poles to a stake in the partition line between Wm. D. Sellwood and Duncans heirs, Thence with last mentioned line S. 8° 25' W. 104 3/4 poles to a sugar tree and stone in the original South line of the Survey, Thence S. 81° 35 E. 15 3 poles with last mentioned line to the beginning containing 100 acres more or less. - Also, Beginning at a stake in town two beeches South West line of Abram Drakes land and in the original East line of Survey No. 3444, Thence with said line N. 8° 27' E. 49 7/10 poles to a stake and stone, Thence N. 80° 18' W. 150 1/3 poles

to a stake and stone center of the Trishee Road, Thence with said road S. 7° 40 W. 52 7/10 poles to a stone on said road, Thence S. 81° 29 E 140 7/10 poles to the beginning Containing 48 1/2 acres more or less. excepting two prices conveyed by Abram Drake to A. H. Thompson one Feby. 12th 1862 and one Oct. 6th 1867 and a small piece conveyed by Abram Drake to J. Oakwood by deed dated Feby. 12th 1854 leaving 133 acres more or less.

Robinson and Piper Attys for Plaintiff

The State of Ohio } ss.
Warren County } J. D. Sandstead plaintiff being duly sworn deposes and says he believes the allegations of the foregoing petition are true.

J. D. Sandstead.

Sworn to before me and signed in my presence this 19th of Feby. 1884

J. D. Berryhill, Clerk.

Petition

Filed the 19th day of February A. D. 1884, a Praecipe was filed with the Clerk of said Court which reads as follows, to wit:-

Praecipe

John D. Sandstead Plaintiff
vs.
Sol. S. Drake et al Defendants

In the Court of Common Pleas, Warren County, Ohio.
Lebanon, February 19th 1884

4466

To the Clerk of said Court:- Issue Summons in the above case Sol. S. Drake, Abram Drake, John A. Barkley, Lewis D. Barkley Charles A. Barkley under the Guardianship of Harrison M. Barkley and Newman H. Dillon returnable according to law, Endorse petitions for partition

Robinson & Piper Attorneys for Plaintiff

Filed the 19th day of February A. D. 1884, a Summons was issued by the Clerk of said Court which reads as follows to-wit:-

Summons

The State of Ohio } ss.
Warren County, }

Summons

To the Sheriff of the County of Warren, Greeting:

You are commanded that you do notify Sol. S. Drake, Abram Drake, John A. Barkley Lewis D. Barkley and Charles A. Barkley - with their Guardian Catherine Gr. Barkley - under the Guardianship of Harrison M. Barkley and Newman H. Dillon that they et-al., have been sued by J. D. Sandstead in the Court of Common Pleas of Warren County, and that unless they answer by the 22nd day of March A. D. 1884 the petition of said John D. Sandstead 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 3rd day of March A. D. 1884. Witness my hand and the seal of said Court this 19th

Seal

day of Feb. A. D. 1884. J. D. Berryhill Clerk.

Said Writ was endorsed as follows, viz: Petition for Partition"

Robinson & Piper Plaintiffs Attorneys

Afterward on the 29th day of February A. D. 1884, said writ was returned with the following return of said Sheriff endorsed thereon, to-wit:-

Sheriff's Return

The State of Ohio } ss.
Warren County, }

Sheriffs Return

Received this Writ February the 19th A. D. 1884 at 7 o'clock P. M., and summoned to the commanded, on the 23" day of February A. D. 1884 I served the same by delivering a true copy of this Writ with the endorsements thereon to the within named Sol. S. Drake and leaving a true copy of the same at the usual place of residence of all the rest of the within named defendants and their Guardians. Sheriff's Fees:- Service 1.20, Mileage 2.40 Cop. 1.40 Total 5.00

John Hobensack Sheriff, Warren Co., Ohio.

Answer

Afterward on the 9th day of April A. D. 1884 an Answer was filed with the Clerk of said Court which reads as follows, to-wit:-

Answer — John R. Southard Plaintiff vs. Solomon S. Drake et. al. Defendants } Court of Common Pleas Preble County, Ohio
4466 — Answer of Solomon S. Drake

The defendant Solomon S. Drake for his answer to plaintiffs petition says he is one of the heirs of said Abram Drake deceased and as heir and by purchase is entitled to 3/4 of the lands in said petition described. He further says that on the 15th day of January A.D. 1884 the taxes becoming delinquent on said land the same were sold at tax sale and he bid the same off for the sum of One Hundred and Eighty-five Dollars and 12 cents. This defendant asks the Court in case said lands are partitioned that he may be awarded 3/4 of said tax or in case said lands are sold that he be adjudged out of the proceeds 3/4 of said sum together with the interest and penalty thereon from said 15th day of January 1884 out of the proceeds of said sale and for all proper relief.

A. T. Carpenter Atty for S. S. Drake

The State of Ohio } S. S. Drake being sworn says the facts stated in his foregoing
Preble County, ss. } answer are true as he verily believes. S. S. Drake

Sworn to by S. S. Drake before me and signed by him in my presence this 9th day of April A.D. 1884. J. R. Bergner Clerk

On the 19th day of February A.D. 1884, an Answer was filed with the Clerk of said Court which reads as follows, to-wit:-

Answer — John R. Southard Plaintiff vs. Sol. S. Drake et. al. Defendants } Court of Common Pleas Preble County Ohio
4466 — Answer of C. M. Barley

Now comes Catherine M. Barley and for Answer to the said petition says she is the widow of Wm. M. Barley and entitled to dower in the 1/3 of the lands owned by him as mentioned in said petition, that she prefers to receive her share of said land in money instead of land and therefore asks that in case said land is sold under the proceedings in partition that it be sold clear of her dower and that her interest in the same be assigned to her in money as the law directs.

The State of Ohio } Catherine M. Barley being duly sworn says she believes
Preble County, ss } the allegations of the above answer are true. C. [mark] M. Barley

Sworn to before me and signed in my presence this 19th of Feby 1884
J. R. Bergner, Clerk.

Afterwards on the 15th 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 — John R. Southard Plaintiff vs. Sol. S. Drake et. al. Defendants } Acc. 4466. Entry Partition
4466

This day came all the parties in this case and submitted this cause to the Court on motion for order of partition. Whereupon the Court find that the said John R. Southard is a tenant in common with said defendants in the lands in petition described and is entitled to partition as prayed for and that the said several parties are the owners of said lands in the following proportions to-wit: plaintiff 3/4 parts thereof, Sol. S. Drake 3/4 parts thereof, Abram Drake 1/4 part thereof, John A. Barley one twenty-first part thereof, Lewis C. Barley one twenty-first part thereof, and Charles A. Barley one twenty-first part thereof. That said

Lewis O. Barley is under the guardianship of Harmon W. Barley and Charles A. Barley is under the guardianship of Newman G. Dillon and that Catharine W. Barley is entitled to hold one third of the said ℔s as dower as the widow of George W. Barley deceased and that she has filed her caveat asking assessment of the value of her dower in case of the sale of the said premises in lieu of her dower therein. It is therefore ordered by the Court that James Reed, Levi Rea and A. S. Mowry three disinterested freeholders of the vicinity not akin to either party be and they are appointed Commissioners on partition and the Sheriff of this County is authorized and ordered by this order of said Commissioners to set-off to said Plaintiff in severalty ⅓ of said lands, to Sol. S. Drake ⅓ thereof, to Abram Drake ⅓ thereof, and in case of division that they set off the said shares of Sol. S. Drake and Abram Drake in one body together, to John A. Barley, Lewis O. Barley and Charles A. Barley each ⅓ thereof subject to the dower of Catharine W. Barley and that by the like order be set off to the said Catharine W. Barley her said dower out of said Barleys. The Court further order that if the said Commissioners on partition shall be of the opinion that said lands can not be so divided as to set off separately their that they do so report and not set off said dower but cause said lands to be surveyed and return their appraisement of said premises clear of all encumbrances of dower and dower forever. And as to all questions arising from the use of said premises and from the sale thereof for dower the cause is passed until the report of said Commissioners shall be filed.

On the 15th day of April A.D. 1857, a Praecipe was filed with the Clerk of said Court which words as follows, to-wit:

John D. Southard Plaintiff } Court of Common Pleas Warren County, Ohio
vs. } Lebanon April 15th 1857
Sol. S. Drake et. al. Defendants } To the Clerk of said Court:- Issue a Writ of Partition and Dower in the above case returnable according to law.
Praecipe 4466 } Robinson & Piper Attys.

On the 15th day of April A.D. 1857, a Writ of Partition and Dower was issued by the Clerk of said Court which words as follows to-wit:

Writ of Partition 4466 } The State of Ohio } Writ of Partition and Dower
Warren County, ss. } To the Sheriff of said County - Greeting:

We command you, that without delay, by the oaths of James Reed, Levi Rea and A. S. Mowry you cause to be set off and assigned to Catharine W. Barley widow of George W. Barley, late of said County, deceased, one full equal third part of the ℔s part belonging to John A. Barley, Lewis O. Barley and Charles A. Barley of the Real Estate herein after described; and that in like manner, by the like oaths of the same men, you cause partition to be made of the following real estate, situate in said County of Warren viz Survey No. 3444 per the records of O. Duncan, Beginning at three sugar trees, the South East corner of this Survey. Thence N. 8° 25' E. as now corrected 104 ¾ poles with the original line of the Survey to two beeches and a hickory. Thence N. 81° 35' W. 15 3 poles to a stake in the partition line between W. D. Sullivant and Duncans lines. Thence with last mentioned line S. 8° 25 W 104 ¾ poles to a sugar tree and pointers on the original South line of the Survey. Thence S. 81° 35 E. 15 3 poles with last mentioned line to the beginning containing 100 acres more or less. Also beginning at a stake, between two beeches on the North line of Abram Drake's land and in the original east line of survey No. 3444, thence with said line N. 8° 27' E. 49 ⅔ poles to a stake and stone. Thence N. 80° 18' W. 150 ⅔ poles to a stake and stone in the centre of the Trisler Road. Thence with said road

Sheriff's Return

Court Report 4466

Endorsed as
As commanded
the same by
to be assigned
partition to
fully appraised
Thereon
Sheriffs Fees:

John D. Sou
Ag
S. S. Drake
Accord
issued, and
after being
assigned to
said partition
at a stone
Nov. 34 44,
26 40 poles
Road, Thence
containing
inside along
to John A.
April
To the said
the following
on the east
a stone corn
farm N. 79

S. 7° 40' W. 52 4/10 poles to a stone in said road, thence S. 81° 39' E. 150 7/10 poles to the beginning containing 48 1/8 acres more or less, excepting two pieces conveyed by Abram Drake to A. H. Thompson, one Feb. 12th 1862 and one Oct. 6th 1867 also a small piece conveyed by Abram Drake to J. Oakwood Feb. 12th 1854, leaving 132 acres more or less. Subject to said dower estate of Catherine M. Baxley in said 1/7 of said Baxleys among the persons named herein, and in the following proportions, to-wit: To John Q. Southard 3/7 part, to Sol. S. Drake 2/7 part, to Abram Drake 1/7 part — shares of Sol. S. Drake and A. Drake to be set off together in one body, to John A. Baxley 1/21 part, to Lewis C. Baxley 1/21 part, to Charles A. Baxley 1/21 part. In pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union in a certain petition for partition and Dower, wherein the said John Q. Southard is petitioner and Sol. S. Drake et al. are respondents. And that if partition of said premises can not be made without manifest injury to the value thereof, then that they so report and not set off said Dower, but cause said lands to be surveyed and appraised clear of said Dower and all incumbrances and that your proceedings in the premises you distinctly certify under your hand, to our said Court forthwith.

Witness my name and the seal of the Court of Common Pleas at the

Seal — Court House in Marysville, Ohio, this 15th day of April A.D. 1884.

J. Q. Bruguer [?], Clerk.

Sheriff's Return — Endorsed as follows, viz: — Sheriff's Return

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the aid of James Hord [?], Levi Rea and A. S. Morey [?] causing Dower to be assigned to Catherine M. Baxley widow of George W. Baxley deceased, and partition to be made of the premises in said Writ described; all of which will more fully appear by reference to the report of the said Commissioners, herewith returned.

Given under my hand this 2nd day of May A.D. 1884. Commissioners 23.00

Sheriff's Fees: Service 60, Mileage 1.60, Executing Writ 1.20 Summoning Com. 1.00. Total $ 27.40

John Holmsack [?], Sheriff.

Com. Report 4466

John Q. Southard
Against
S. S. Drake et al.

Commissioners' Report
Union County, ss. Court of Common Pleas.
In Partition and Dower

According to the command of the Writ of Partition and Dower in this case issued, and on call of the Sheriff of said County, we, the undersigned Commissioners after being first duly sworn, and upon actual view of the premises, do set off and assign to the said Catherine M. Baxley as her Dower estate in the said lands, in said petition described, the following tract: Part of Survey No. 3444 — Beginning at a stone in the center of the Stewart Road and in the east line of said Survey No. 3444, thence with said line N. 9° E. 35 poles to a stake, thence N. 81½° W. 26 46/100 poles to a stake, thence S. 9° W. 35 poles to a stone in the center of said Stewart Road, thence with the center of said road S. 81½° E. 26 46/100 poles to the beginning containing 5 acres and 124 poles more or less, excepting a right of way 20 feet wide along the East and North lines of the above lot, for the use of the lots assigned to John A. and Lewis C. and Charles A. Baxley.

And we do make partition of the same subject to said dower as follows: To the said Charles A. Baxley so much of said premises as are contained within the following bounds; — Beginning at a stone in the center of the Stewart Road and in the east line of Survey No. 3444, thence with said line N. 9° E. 132 80/100 poles to a stone corner to the Abram Drake farm, thence with the North line of said farm N. 79° W. 8 50/100 poles to a stake, thence S. 9° W. 133 15/100 poles to a stake in the

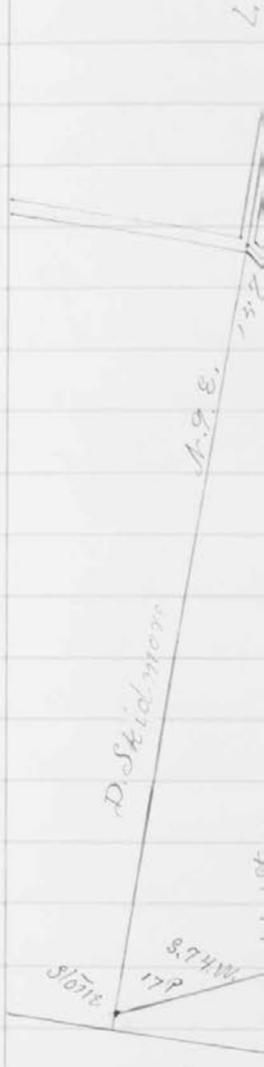
centre of said Stewart Road, thence with the centre of said road S. 81½° E. 8 80/100 poles to the beginning, containing 7 50/100 Acres more or less. Being part of Survey No. 3444 subject to the dower estate of Catherine M. Baxley.

To the said Lewis C. Baxley so much of said premises as are contained within the following bounds. Beginning at a stake South West corner to Charles A. Baxley's lot in the centre of the Stewart Road, thence with the West line of said lot N. 9° E 133 15/100 poles to a stake North West corner of said lot in the North line of the Abram Drake farm, thence with the North line of said farm N. 79° W. 8 80/100 poles to a stake, thence S. 9° W. 133 50/100 poles to a stake in the centre of said Stewart Road, thence with the centre of said road S. 81½° E 8 80/100 poles to the beginning, containing 7 53/100 Acres more or less, being part of survey No. 3444. Subject to the dower estate of Catherine M. Baxley.

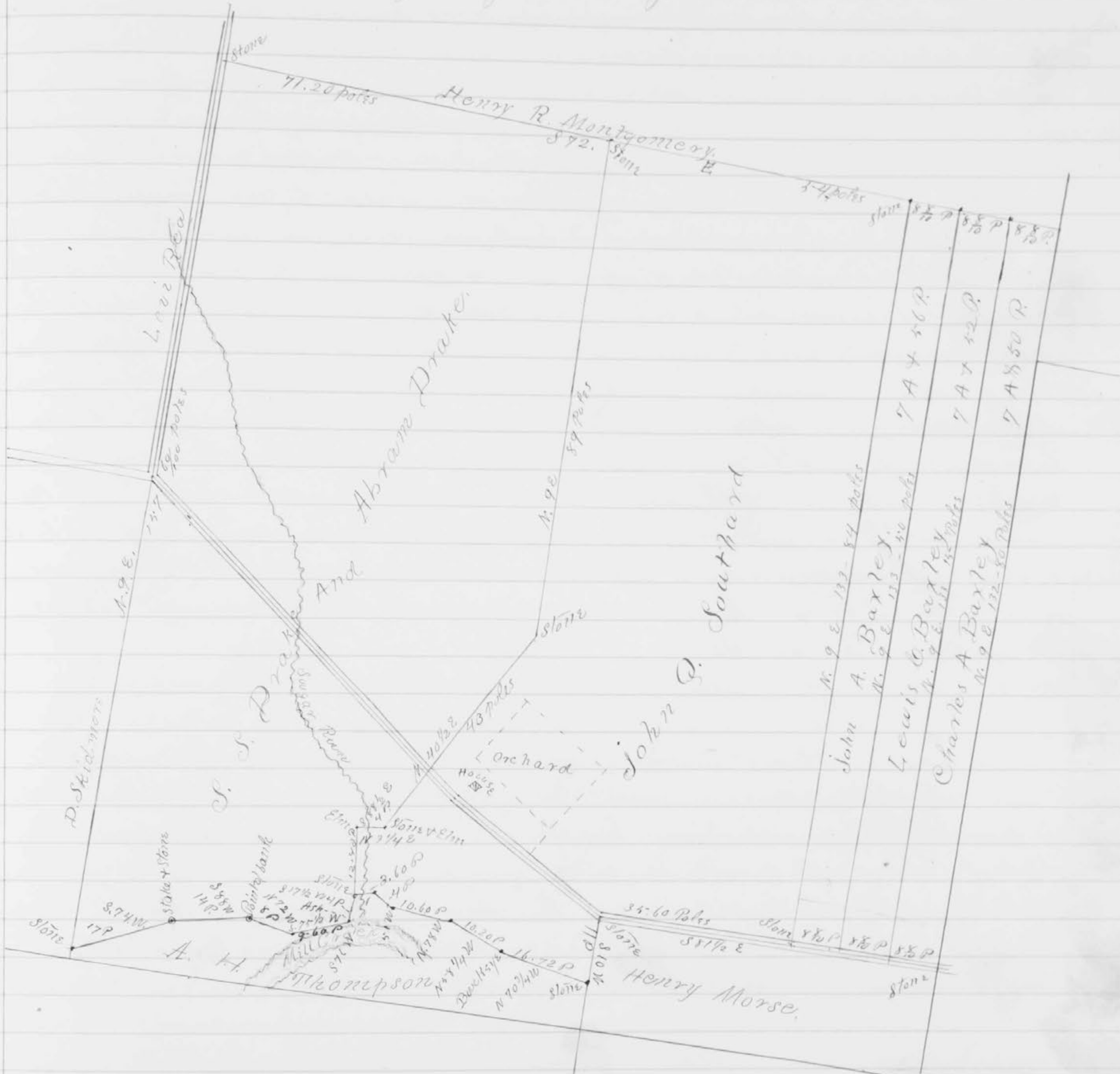
To the said John A. Baxley so much of said premises as are contained within the following bounds. Beginning at a stake South West corner to Lewis C. Baxley's lot in the centre of the Stewart Road, thence with the West line of said lot N. 9° E. 133 50/100 poles to a stake North West corner of said lot in the North line of Abram Drake farm, thence with said line N. 79° W. 8 80/100 poles to a stone North East corner to J. Q. Southards land, thence with the East line of said land S. 9° W. 133 87/100 poles to a stone corner to said land in the centre of said Stewart Road, thence with the centre of said road S. 81½ E. 8 80/100 poles to the beginning, containing 7 56/100 Acres more or less. Being part of Survey No. 3444. Subject to the dower estate of Catherine M. Baxley

To the said John Q. Southard so much of said premises as are contained within the following bounds. Beginning at a stone in the centre of the Stewart Road and corner to lands conveyed by Abram Drake to J. Oxford(?) Feb. 11th 1854 thence with the West line of said land S. 10° W. 11 poles to a stone corner to lands conveyed by Abram Drake to A. H. Thompson Feb. 12th 1862, thence Westerly along the foot of the hill to the West bank of Sugar Run at a stone (an oak bears S. 17½° W. 4 poles) thence N. 3¼° E 12 40/100 poles to an Elm; thence S. 88½° E 4 poles to a stone near an Elm, thence N. 40½° E 43 poles to a stone, thence N. 9° E. 89 poles to a stone in the North line of the Abram Drake farm, thence with said line S. 79° E. 57 poles to a stone North West corner to John A. Baxley's land thence with the West line of said land S 9° W. 133 87/100 poles to a stone in the centre of the Stewart Road, thence with the centre of said road N. 81½° W 35 60/100 poles to the beginning. Containing 57 Acres more or less, Being part of Survey No. 3444.

To the said Sarah(?) S. Drake and Abram Drake jointly as tenants in common so much of said premises as are contained within the following bounds (the premises are to be held in the following proportions to wit:- the said Sarah(?) S. Drake to hold the undivided two thirds and the said Abram Drake to hold the undivided one third thereof) Beginning at a stone North West corner to the Abram Drake farm in the centre of the Fisher(?) Road and in the East line of Levi Rees(?) land, thence with said line and the East line of D. Skidmore's land S. 9° W. 157 [illegible] poles to a stone North West corner to lands conveyed by Abram Drake to A. H. Thompson October 5th, 1867 thence easterly with the line of said lands and the line of lands conveyed by Abram Drake to A. H. Thompson February 12th 1862 to an oak on the North bank of Mill Creek and on the West bank of Sugar Run, thence N. 17½° E 4 poles to a stone corner to John Q. Southards lands, thence with the line of said land N. 3¼ E 12 40/100 poles to an Elm, thence S. 88½° E. 4 poles to a stone near an



Elm, thence N. 40½° E 43 poles to a stone, thence N. 9° E 89 poles to a stone corner to said John Q. Southard's land in the North line of said Abram Drake farm, thence with said line N. 79° W. 71.20 poles to the beginning. Containing 60 Acres more or less.



Fees and Costs:-

James Hurd Commissioner	2 days - April 29th and May 1st. -		$ 2.00
Levi Rea Commissioner	2 days - April 29th and May 1st. -		2.00
A. S. Morey Commissioner	2 days April 29th and May 1st -		2.00
Wm P. Beighte Chain Carrier	2 days April 29th and May 1st -		2.00
James Hurd Chain Carrier	1 day April 29th		1.00
Levi Rea for setting stone corner	1 day May 2nd		1.00
Abram Drake Marker	2 days April 29th and May 1st		2.00
A. S. Morey Surveyor and Chain Carrier	2 days April 29th and May 1st		8.00
Same for Plat, calculation, Description & Report			3.00
			$ 23.00

Given under our hands this 1st day of May A.D. 1884.

James Hurd
Levi Rea } Commissioners
A. S. Morey

Afterwards on the 3rd day of May A. D. 1884, an Entry was made by the Clerk in the Journal of said Court which reads as follows, to wit:-

(Over)

Entry

4466

John L Southard Plaintiff
vs.
Saml S. Drake et al Defendants

Nov. 4466
Entry
This day came the parties and submitted their cause to the Court on petition to confirm the Report of the Sheriff and Commissioners in partition and the description of the land having been corrected in the petition and in the order of partition to correspond with the actual survey and the Court being fully advised in the premises do find all of said proceedings regular and lawful and do confirm the same and the Court order and decree that said Catharine Ann Barley be endowed of the 4 120/160 acres set off to her and that said plaintiff John L Southard hold in severalty the 51 acres set off to him and said Saml S. Drake and Abram Drake hold the said 60 acres set off to them in common 2/3 to said Saml S. Drake and 1/3 to Abram Drake; and John A. Barley, Lewis M. Barley and Charles A. Barley hold each in severalty the lot set off to them subject to the dower of Catharine Ann. Barley in their shares. And it is further ordered and adjudged by the Court that the costs of these proceedings including an Attorney fee of $7.12½ to Robinson & Pierce be paid by said parties in the following proportions viz: Plaintiff 3/7. Saml S. Drake and Abram Drake 3/7 and said Lewis Barleys each 1/7 part thereof and on failure for ten days to make such payment that execution issue therefor as in cases of judgement at law against each one so failing. Of it the lay claim the Court find that each of said parties is liable for his share of the fee assessments but not the ordinary tax before the termination of the life estate

Attest-J. R. Bergamin Clerk By A. R. Bergamin Deputy

Petition

4485

Peal-National Bank of
Zanesville, Ohio, Plaintiff
vs.
J. M. Queen, Thomas Martin and
The Brown Manufacturing Co. Defts

Court of Common Pleas, Muskingum County, Ohio
Petition
The Plaintiff says it is a Company duly incorporated under the Statutes at Large of United States and doing a general banking business under Style of Peal-National Bank of Zanesville in the County of Zanesville in the State of Ohio. That this action is founded upon a promissory note which came to it in the regular course of business and before due and for which it paid a good and valuable consideration and of which said note the following is a copy with the endorsements thereon:-

" $448.47/100 Maysville, Ohio, December 13th 1883"
" Ninety days after date, as principal debtors we jointly and severally promise to pay to the Brown Manuf'g Co. Four Hundred and Forty-Eight-"
" and 47/100 Dollars for value received with seven per cent int. from date.
" Witness our hands and seals this 13th day of December 1883
"
"
" J. M. Queen Seal "
" Thomas Martin Seal "

On said note appears the following endorsement "Pay Peal-Nat'l Bank of
" Zanesville, Ohio or order" "Brown Mfg. Co." "M. J. Brown, Sec'y."

Summons

4485

Sheriff's Return

Entry

4485

There is due
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Sworn to
15th day of
No Clerk

Order

Ohio, for J. C
Cincinnati Cl

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Muskingum County
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Seal

Said Writ-pro
interest-fees

Afterwards,
having returne
The State of
Muskingum County
and proceed
cause by dec
Peal-Nat'l Ba
Sheriff's Fees:

Afterwards
Journal by
Peal-National

There is due and remaining unpaid on said promissory note the sum of Three Hundred Forty Eight and 40/100 Dollars which plaintiff claims with interest at rate of seven per cent per annum from the 13th day of December A.D. 1883 and for which plaintiff prays judgement against said defendants. The said note when due was duly presented to the makers for payment and on their refusal to pay, the said note was duly protested and notice given to the said Brown Manufacturing Co. as endorsers of the same: And plaintiff asks judgement against said Brown Mnf'g Co. as above prayed.

Robinsons & Piper Attorneys for Plaintiff

State of Ohio } ss.
Union County } D. Piper being duly sworn according to law says he is one of the attorneys of the foregoing plaintiff The First Nat. Bank of Zanesville duly authorized for the purposes, that said plaintiff is a non-resident of the said County of Union and that the facts stated and allegations in the foregoing petition are, as affiant believes true

D. Piper

Sworn to before me by D. Piper and by him subscribed in my presence this 15th day of March A.D. 1884

J. D. Burgner, Clerk.

To Clerk:-

Issue Summons upon the within petition to Sheriff of Union County Ohio, for J. M. Denver and Thomas Martin returnable according to law. Endorsement-Claimed $348.40/100 with 7% interest from Dec. 13th 1883.

Robinsons & Piper Atty for Plaintiff

Afterward, on the 24th day of March A.D. 1884, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons

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

We command you to notify J. M. Denver and Thomas Martin that they have been sued by the First Nat. Bank of Zanesville, O. in the Court of Common Pleas of Union County and that unless they answer by the 25th day of March 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 judgement rendered accordingly. You will make due return of this summons on the 24th day of March A.D. 1884.

Witness my hand and the seal of said Court this 15th day of March A.D. 1884

Seal

J. D. Burgner Clerk.

Said Writ was endorsed as follows, to-wit: Amount claimed $348.40/100 with 7% interest from Dec. 13th 1883.

Robinsons & Piper Plaintiff's Attorneys

Afterwards on the 17th day of March A.D. 1884 said writ was returned with the following return of said Sheriff endorsed thereon, to-wit:-

Sheriff's Return

The State of Ohio } ss.
Union County } Sheriff's Return

Received this Writ March 17th A.D. 1884, at 9 o'clock P.M., and pursuant to its command, on the 17th day of March A.D. 1884, I served the same by delivering to each of the within named defendants a true copy of this Writ with the endorsements thereon.

John Hohenbrock Sheriff, Union Co. Ohio

Sheriff's Fees: Service .75, Mileage 32, Copies .40, Total $1.17

Afterward, on the 17th day of May A.D. 1884, an Entry was made in the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

First National Bank of Zanesville, Ohio, Plaintiff
vs.
J. M. Denver and others Defendants

Entry
Warranty Order

Now comes the plaintiff by its Attorneys and the defendants being in default for answer and

demurrer the Court find that the allegations of the petition are confessed by them to be true and further find that the defendants J. M. Owen and Thomas Martin are indebted to the plaintiff in the sum of Four Hundred Fifty Eight and 86/100 Dollars ($458.86/100) with interest from 1st day of this term of Court at seven per cent per annum. It is therefore considered by the Court that the said plaintiff recover from the said defendants J. M. Owen and Thomas Martin the said sum of Four Hundred Fifty Eight and 86/100 Dollars ($458.86/100) with interest at rate of seven per cent per annum from April 14th 1884 and its costs herein expended, taxed at $

Attest J. Q. Burgner Clerk By A. R. Burgner 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 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. On the 3rd day of July A. D. 1884, the following Petition and Answer in Cognovit were filed with the Clerk of said Court, to-wit:-

Petition | John Gray Plaintiff against J. S. Chapman & A Davis Defendants } The State of Ohio, Union County, s.s. In the Court of Common Pleas.

Petition

3539 Plaintiff says that Defendants J. S. Chapman and A. Davis on or about the third day of December 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 thereon from said Defendants the sum of One Hundred and Thirty Six Dollars and Twenty Three Cents, with interest at the rate of eight per centum per annum, from the eighteenth day of April A. D. 1884. Wherefore, the Plaintiff asks judgment against said Defendants for the sum of One Hundred and Thirty Six Dollars and Twenty Three Cents, with Interest thereon at the rate of eight per centum per annum from the eighth day of April A. D. 1884, and for Costs of Suit.

Burdrick & McCampbell, Plaintiffs Attorneys

The State of Ohio } Union County ss. } Affidavit

John M. Burdrick being duly sworn, says that he is one of the Attorneys of Record of said Plaintiff, that this action is brought upon an Instrument in Writing for the payment of Money only, that said Instrument in Writing is in his possession, and that he verily believes the statements contained in the foregoing Petition are true, in substance and in fact. John M. Burdrick

Sworn to by said John M. Burdrick before me, and by him subscribed in my presence, this 3rd day of June, A. D. 1884.

J. Q. Burgner Clerk.

" Sixty days after date, for value received, we jointly and severally promise to "
" pay John Gray, or order One Hundred and Fifty Two 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 and empower "
" any Attorney of any Court of Record in the State of Ohio, or elsewhere, to waive "
" the issuing and service of process and appear for us, or either of us, in any of said "
" Courts, at any time after the above note becomes due and confess judgment- "

"thereon, against us, or either of us, in favor of the payee or endorsee hereof, for the sum "
"due on said note, with all interest and costs of suit; said judgment to draw the "
"rate of interest specified in note after rendition until paid. We do also hereby waive all"
"right of appeal, the stay of execution, the power and privilege to hold exempt from ex-"
"ecution any personal or real property belonging to us, or either of us, and release all"
"errors that may occur in the rendition of said judgment and all right to sue out"
"any writ of error; and our said Attorney is hereby authorized to enter such "
"release in said judgment. Witness our hands and seals this 3rd day of Dec. 1883."

{John Grays note. Notify when due / if he dont pay soon.}

J. S. Chapman Seal "
A Davis Seal "

"Endorsed as follows:- "April 8th 1884 Received on within Twenty Dollars "

Answer 35-39

John Gray Plaintiff
Against
J. S. Chapman and A. Davis Defs. }

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

Answer

By virtue of the Warrant of Attorney attached to the foregoing Petition, I, P. B. Cole an Attorney at Law in the several Courts of Record in the State of Ohio, hereby enter an appearance for the said Defendants at the suit of John Gray Plaintiff against said J. S. Chapman and A Davis Defendants and waive the issuing and service of process therein, and confess a judgment in favor of the said John Gray against said J. S. Chapman and A. Davis for the sum of One Hundred and Thirty Seven 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.

P. B. Cole Defendants Attorney

Entry 35-39

John Gray Plaintiff
vs.
J. S. Chapman and A. Davis Defendants }

Entry

This day came the plaintiff by Burdick and McCampbell 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 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 Defendant to said plaintiff as is alleged in said plaintiffs petition the sum of One Hundred and Thirty Seven and 90/100 Dollars. It is therefore considered and adjudged that said plaintiff do recover of said Defendants the said sum of One Hundred and Thirty Seven and 90/100 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. Burgner Clerk.
By A. R. Burgner 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 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. On the day of May A.D. 1884, the following Petition and Answer in Cognovit were filed with the Clerk of said Court, to-wit:-

Petition

James S. Reed Plaintiff
vs.
O. B. Orward and
R. A. Orward, Defendants

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

4504 The defendant on the 13th day of November A.D. 1883 executed and delivered to plaintiff James S. Reed their 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 endorsement and there is now due the plaintiff on said note the sum of One Hundred Dollars with interest at the rate of 6% per cent per annum, from the 13th day of November A.D. 1883. Wherefore plaintiff prays judgment against said defendant for the sum of One Hundred Dollars, with interest thereon from the 13th day of November A.D. 1883, at the rate of 6 per cent per annum till paid and for costs of suit.

Johnston & Fisher Attorneys for Plaintiff.

The State of Ohio
Union County, ss.

J. C. Johnston being sworn, says that he is one of the attorneys of said plaintiff, that this action is brought upon an instrument in writing for the unconditional payment of money only, that said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing petition are true, in substance and in fact. J. C. Johnston.

Sworn to by said J. C. Johnston before me, and by him signed in my presence this 14th day of May A.D. 1884.

Seal
Geo. D. Copeland Notary Public Un. Co. Ohio

Note
" $100.00 "
" One day after date, for value received, we jointly and severally "
" promise to pay J. S. Reed or order, at Marion Co. Bank One Hundred Dollars, "
" 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 hereof, and release all errors which may occur in the rendition "
" of such judgment. And we also release the right of appeal, the stay of execution "
" and the power and privilege to hold exempt from execution any personal or "
" real property belonging to us or either of us at and after the date of such judgment "
" and our said attorney is hereby authorized to enter such release in said judgment. "
" Witness our hands and seals, this 13th day of November A.D. 1883. O. B. Orward Seal "
R. A. Orward Seal "

Answer

James S. Reed Plaintiff
vs.
O. B. Orward and R. A. Orward, Defendants

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

4504 By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition, I, an attorney at law

are the several courts of record of this State, do hereby enter our appearance of said defendants in this suit, and waive the issuing and service of process herein, and confess a judgment in favor of said plaintiff against said defendants, on said note, for the sum of One Hundred and Three Dollars, being the amount appearing due for principal and interest on said note, and also for costs of suit, taxed and to be taxed; and do release and waive all exceptions, errors, and right of appeal in the premises.

Geo. D. Copeland Attorney for Defts.

Entry

James L. Reed, Plaintiff
vs.
O. B. Dorward & R. A. Dorward Defendants

Judgment Entry

45074

This day came the plaintiff by his attorneys and also appeared in open Court, for and on behalf of said defendants, Geo. D. Copeland our attorney at law of this Court, and by waiver of the issuing of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants and in favor of said plaintiff, for One Hundred and Three Dollars, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of One Hundred and Three Dollars being the amount of said note with interest computed at 6% per cent per annum, from the 13th day of November A. D. 1883, and also his costs herein expended, taxed at $

Attest J. Q. Burgner Clerk By N. R. Burgner Deputy

Petition

4291

Be it remembered that before His Honor, Solon A. Peirce, 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 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 Three. Heretofore, to wit:- On the 14th day of August A. D. 1883, a Petition was filed with the Clerk of said Court which is made as follows, to wit:-

Maria O. Robinson Plaintiff
vs.
George B. Wilcox Defendant

Court of Common Pleas: Union County, Ohio.

Petition

Plaintiff says on the 16th day of November A. D. 1882, she entered into a written agreement with the defendant and thereby contracted with the defendant to convey to him a tract of land in said contract set forth upon the prepayment by the defendant, on plaintiffs demand and tender of Deed, of the consideration money therein mentioned, to-wit: the sum of Three Hundred Dollars. - One hundred dollars of that sum was then paid. A copy of said Contract is hereto attached marked "A". The said defendant did on the 23rd day of November A. D. 1882, take possession of said premises and still holds possession of same, using and improving as his own, having erected a hotel on same and made other improvements. Plaintiff executed a warranty deed for said premises on the 11th day of December A. D. 1882, and on the 18th day of December A. D. 1882, made a tender of said deed to the defendant and the defendant then refused to

accept the deed and pay the balance of the purchase money for said premises. Plaintiff has at different times since the said 18th day of December A.D. 1882, made a tender of said deed and demanded the payment of the balance due on said contract and especially on the 8th day of August A.D. 1883, the defendant has at all times neglected and refused to complete said contract by paying the balance due and he still neglects and refuses to comply with the terms of his agreement. Plaintiff therefore prays that the defendant be required to complete the said contract by the payment of the balance of said sum to-wit: Four Hundred Dollars which she claims with interest from the 18th day of December A.D. 1882 and for which she asks decree and for all proper relief. Robinsons & Piper Attys for Plaintiff

The State of Ohio }
Union County ss. } Maria D. Robinson being duly sworn according to law says the facts stated and allegations in her foregoing petition are as she believes true.
Maria D. Robinson.

Sworn to before me by Maria D. Robinson and by her subscribed in my presence this 14th day of August A.D. 1883. J. O. Bungner Clerk

"A."

Contract. Marysville Ohio Nov. 16th 1882

"Contract of Real Estate made this day between Maria D. Robinson of the first part and Geo. O. Wilcox of the second part. This Contract witnesseth that for and in consideration of the sum Five Hundred Dollars ($500.00/00) to be paid to the said Maria D. Robinson by George O. Wilcox, the said Maria D. Robinson is to convey by warranty deed the following described Real Estate. Beginning at her South East corner running with the line between the said Maria D. Robinson and J. W. Andrews North a distance not known opposite an oak tree, thence West on right angles with East line a distance not known being twenty feet West of the main spring on said lands thence South a distance not known to the creek, thence East to the place of beginning. Whatever number of unknown acres of land lies within the above described lines together with a road leading from the North line of said tract of land to the Unionville and Marysville Pike, said road is run directly with the said Maria D. Robinson East line and One Hundred and Fifty feet from said line and to contain the full length between the two described points and fifty feet wide. Rec'd on the above contract One Hundred Dollars. Receipt whereof is hereby acknowledged.
Maria D. Robinson
George O. Wilcox."

To Clerk:-

Praecipe. Issue Summons upon the within petition to Sheriff of Union County Ohio for the defendant George O. Wilcox, returnable according to law. Endorse Specific performance of Contract. Amount claimed $400.00 with interest from December 18th 1883.
Robinsons & Piper, Attys for Plaintiff

On the 14th day of August 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. }
Summons
To the Sheriff of the County of Union, Greeting:-

4291 We command you to notify George Wilcox that he has been sued by Maria Robinson 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

been filed in the Clerk's Office of said Court, such petition will be taken as true, and judgement rendered accordingly. Of which you will make due return of this summons on the 23rd day of August A.D. 1883.

Witness my hand and the seal of said Court this 17th day of Aug. A.D. 1883. J. D. Bourgeau, Clerk

Said Writ was endorsed as follows, to-wit:- Suit action for specific performance of contract Amount claimed $700.00 with cost. Issued December 15th 1882. Delivered to Sheriff Afterward on the 17th day of August A.D. 1883 said writ was returned and filed with the Clerk of said Court with the following Return of said Sheriff endorsed thereon, viz:-

Sheriff's Return

The State of Ohio } Received this Writ August 17th A.D. 1883, at 2 o'clock P.M., and in pursuance to the command, on the 15th day of August A.D. 1883 I served this summons by delivering a true copy of this Writ with endorsement thereon to the within named defendant. Sheriffs Fees. Service 50, Mileage 2.05, Copy 20, Total $2.75

Sheriff's Return

Lorain County, ss. } John McCormick Sheriff

Afterward, on the 30th day of January A.D. 1884, said Summons was filed with the Clerk of said Court which reads as follows, to-wit:-

Maria D. Robinson, Plaintiff } In the Court of Common Pleas, Lorain County, Ohio

vs. } Summons

George O. Wilcox, Defendants

The defendant for answer to plaintiffs petition says he admits the contract as set forth in plaintiffs petition, defendant also admits that he took possession of the premises described in said contract as alleged in plaintiffs petition and that he has been improving as therein set forth. Defendant denies that plaintiff on the 15th day of December A.D. 1882, or at any other time made or tender of a warranty deed to defendant for said premises described in said contract set forth in plaintiffs petition. Defendant denies that he has refused to pay the sum of Four Hundred Dollars as alleged in petition of plaintiff. Defendant further says that he is now and has been at all times since the making of said contract ready and willing to pay said Four Hundred Dollars before the delivery by said plaintiff of a deed as set forth in said contract set forth in plaintiffs petition. Defendant therefore prays that plaintiff may be required to complete said contract by the making and delivering to said defendant a warranty deed of the premises described in said contract in plaintiffs petition and for all proper relief. W. T. Cooper Defendants Attorney

State of Ohio } George O. Wilcox being duly sworn according to law says

Lorain County, ss. } the facts stated and the allegations made in the foregoing answer are true as he believes Geo. O. Wilcox

Sworn to before me and subscribed in my presence by George O. Wilcox this 30th day of January A.D. 1884. J. D. Bourgeau, Clerk.

Afterward on the 5th day of February A.D. 1884, an Entry was made in the journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

Maria D. Robinson Plaintiff } Specific Performance

Entry vs.

George O. Wilcox, Defendant } This day this cause came on to be heard upon the pleadings, exhibits and testimony, was argued by counsel and the Court being fully advised in the premises do find the equity of the case in favor of the plaintiff upon the issues joined, that the plaintiff ought to make a warranty

7271

deed for the lot in the contract mentioned and give an acceptance in the word on the line indicated in said contract and that defendant ought to pay the balance of the consideration money on said contract with interest from December 18th 1882. It is therefore considered, ordered and decreed that the plaintiff make and deliver a good and sufficient warranty to the defendant for the lot in the petition described and an easement for a road on the line indicated in said contract and it is further ordered and decreed that the defendant pay the plaintiff the sum of four hundred dollars the balance of the consideration money for said premises and interest from December 18th 1882. It is further ordered that the plaintiff pay all the costs of this action taxed to $.

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

Be it remembered that at a Court of Common Pleas begun and held at the Court-House in the Town of Marysville within and for the County of Perry 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. Present as follows to-wit:-

One May 17th day of November A. D. 1883, a petition was filed with the Clerk of said Court which reads as follows, to-wit:-

Petition	J. W. Butts, Plaintiff Against J. W. Mahaffey et Alvira Mahaffey Defendants	Court of Common Pleas Perry County Ohio Petition
4376	The plaintiff says: That on the 3rd day of May A. D. 1882 the defendant J. W. Mahaffey made and delivered to one Alfred Davis his promissory note of that date and thereby promised to pay to said Alfred Davis or order the sum of Three Hundred and Fifty Dollars in one year thereafter as by reference to a copy of said note with the credits is hereto attached marked "A") 2nd The defendants J. W. Mahaffey and Alvira Mahaffey his wife, on said 3rd day of May A. D. 1882 to secure the payment of said note executed and delivered to said Alfred Davis their mortgage deed of that date and thereby conveyed to the said Alfred Davis his heirs and assigns the following premises situate in the County of Perry, Township of Washington and State of Ohio and bounded and described as follows:- Beginning at a stone in the center of the Maysville and Kenton Turnpike one hundred and seventy (170) feet North from the center of the crossing of the said Maysville and Kenton Pike with the East Liberty and Ewy Road; Thence Eastwardly parallel with the North line of George Mullens lot one hundred and thirty-four feet (134 ft) to a stone; thence Northwardly parallel with the Maysville and Kenton Pike thirty (30) feet to a stone; thence Westwardly one hundred and thirty-four (134) feet to a stone in the center of the Maysville and Kenton Pike; thence Southwardly in the center of said Maysville and Kenton Pike thirty (30) feet to the place of beginning, containing one eighth (⅛) of an acre more or less. The condition contained in said mortgage deed were in substance that if said J. W. Mahaffey should pay said promissory note when due according to the tenor thereof then these presents should be void otherwise to be and remain in full force and virtue 3rd One the 8th day of May A. D. 1882 at 7 14 o'clock A. M. the said mortgage was delivered to the Recorder of said County to be by him entered on record and	Praecipe Summons 4376 Sheriffs Return

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were recorded on the 22 day of May A.D. 1882 in Record of Mortgages Vol. 18 Page 393
4th Afterwards for a full fair and valuable consideration said Alfred Davis sold indorsed and delivered said note and mortgage to the plaintiff who is now the legal owner and holder thereof. 5th The said debt has become absolute. There is due and remaining unpaid upon said indebtedness (after deducting credits) the sum of Three Hundred and Seven Dollars ($307.") with interest from Sept. 3rd 1883.
6th The plaintiff therefore asks judgement against said J. W. Mahaffey for said sum of Three Hundred and Seven Dollars with interest from September 3rd 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 Atty for Plaintiff

The State of Ohio } ss.
Vinton County. } I. W. Betts the above named plaintiff being sworn says that the facts set forth and the allegations contained in his foregoing petition are true as he verily believes

I. W. Betts

Sworn to by I. W. Betts before me and signed by him in my presence this 17th day of November A.D. 1883.

A. M. Baldwin Justice of the Peace

Copy of Note "A"

"A" $350.00 Byhalia, Ohio May 3rd 1882 "
" One year after date I promise to pay to the order of Alfred Davis Three "
" Hundred and Fifty Dollars at Byhalia, value received. "
" Credit: "Sept. 3rd 1883, By Cash $40.00 "J. W. Mahaffey "
" Indorsed - " Alfred Davis" on back.

To Clerk:-

Precipe I issue Summons in above entitled case returnable according to law. Indorse:- "Action on Note and Mortgage Amount claimed $307." @ 6% int. from Sept. 3rd 1883, and foreclosure of Mortgage"

A.T. Carpenter Attorney for Plaintiff

On the 17th day of November A.D. 1883, a Summons was issued by the Clerk of said Court which reads as follows; to-wit:-

Summons The State of Ohio } Summons
Vinton County, ss. } To the Sheriff of the County of Vinton, Greeting:-
1376 We command you to notify J. W. Mahaffey and Allena Mahaffey that they have been sued by I. W. Betts in the Court of Common Pleas of Vinton County, and that unless they answer by the 15th day of December A.D. 1883 the petition of said I. W. Betts against them filed in the Clerks Office of said Court such petition will be taken as true, and judgement rendered accordingly. You will make due return of this summons on the 26th day of December A.D. 1883
Witness my hand and the seal of said Court, this 17th day of
Seal Nov. A.D. 1883 J. D. Bourgeois Clerk

Said Writ was endorsed as follows, to-wit:- Pro action for foreclosure of mortgage. Amount claimed $307 00 @ 6% from Sept. 3rd 1883. Carpenter Plaintiffs Atty.

Afterwards on the 26th day of November A.D. 1883, said Writ was returned and filed endorsed as follows, to-wit:-

Sheriffs Return The State of Ohio } Sheriffs Return
Vinton County, ss. } Received this Writ Nov. 17th A.D. 1883 at 2 o'clock P.M. and summoned the within named defendants as commanded on the day of A.D. 1883, I served the same by delivering a true copy of this Writ with endorsements thereon to the within named defendants
Service 45; Mileage 2.85, Copy 40 Total $3.73 Jolene Hoberstock Sheriff

Afterward, on the 1st day of January A.D. 1884, an Entry was made in the Journal of said Court by the Clerk, which reads as follows, to-wit:-

G. W. Betts Plaintiff } No 4376
vs. } Entry
J. W. Mahaffey et al. Defendants }

Entry

4376 And now comes the said G. W. Betts by A. T. Carpenter his attorney and the said defendants still failing to answer or demurrer to said petition, it is considered that the said plaintiff is entitled to an account of the money due him on the premises, and the Court after hearing the evidence do find that there is due to the said plaintiff on the note and mortgage in said petition described the sum of Three Hundred and Twelve and 88/100 Dollars (including interest computed at 6% to this the 28th day of December 1883)

It is therefore considered by the said Court here that said plaintiff recover of the defendant J. W. Mahaffey, the said sum of Three Hundred and Twelve and 88/100 Dollars with 6% int from this the 28th day of December 1883, the sum so found due as aforesaid and also his costs taxed to $

And it is further ordered and adjudged that in case the said defendant fails for three days from this 28th day of December 1883, to pay to the said plaintiff the said sum of Three Hundred and Twelve and 88/100 Dollars, with 6% int from this 28th day of December 1883 so as aforesaid found due, with costs of suit, an Order issue to the Sheriff of said County of Union, commanding him to cause the said lands and tenements in said petition described, to be appraised advertised and sold according to law and apply the proceeds of said sale in satisfaction of the said sum so found due with costs of suit.

Afterward on the 22nd day of March A.D. 1884, a Praecipe was filed with the Clerk of said Court which reads as follows, to-wit:-

Praecipe

G. W. Betts Plaintiff } Court of Common Pleas, Union County, Ohio
against } Marysville March 22nd 1884
J. W. Mahaffey et al Defendants } To the Clerk of said Court: Issue Order of

4376 Sale in the above entitled case returnable according to law.

A. T. Carpenter Plaintiff's Atty

On the 22nd day of March A.D. 1884, an Order of Sale was issued by the Clerk of said Court which reads as follows, to-wit:-

Order of Sale

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

4376 Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County on the 2nd day of January A.D. 1884, in the cause of Geo. W. Betts Plaintiff and J. W. Mahaffey et al. Defendants, it was ordered, adjudged and decreed as follows, to-wit: That if the said defendant fail for three days from this 28th day of December to pay to the said plaintiff the said sum of $312.88/100 with 6% int. from the 28th day of December 1883, that an Order of Sale issue to the sheriff of Union County, Ohio, commanding him to appraise, advertise and sell according to law the following lands and tenements to-wit:- Situated in the County of Union, Township of Washington and State of Ohio and bounded and described as follows: Beginning at a stone in the centre of the Marysville and Kenton Turnpike One hundred and seventy (170) feet North from the centre of the crossing of the said Marysville and Kenton Pike with the East Liberty and Essex road; thence Eastwardly parallel with the North line of George Miller lot One hundred and thirty four feet (134 ft.) to a stone: thence Northwardly parallel with the Marysville and Kenton Pike thirty (30) feet to a stone, Thence Westwardly One

hundred and Thirty-four (134) feet to a stone in the center of the Marysville and Kenton Pike: Thence Southwardly in the center of said Marysville and Kenton Pike thirty (30) feet to the place of beginning, Containing one eighth (⅛) of an acre more or less.

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

Witness my signature as Clerk of our said Court of Common Pleas and the Seal of said Court, at Marysville, Ohio this 22nd day of March A.D. 1884. J. D. Burgess Clerk

Seal

Said Writ was returned and filed September 2nd 1884, endorsed as follows, to-wit

The State of Ohio } Sheriff's Return
Union County, ss. } In obedience to the command of the Order of Sale to me issued I did on the 24th day of March 1884 summon H. W. Baldwin, J. H. Thomas and J. W. Talbert three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward, on the 24th day of 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 One Thousand Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 25 day of March 1884 I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County,) said lands and tenements to be sold at public sale at the door of the Court House of said County on the 26th day of April A.D. 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: four consecutive weeks: And then came James L Malcomb and paid all costs and Writ released by order of Plaintiffs Attorney. Sheriffs fees: Service .75 Levy .30, Summoning and Levying Appraisers 1.20, Writing Appraisal .30, Copy of Appraisal .30, Notice to Printer .30, Posting Notice .30, Mileage 2.88, Poundage 4.76 Total $10.73, Appraisers Fees 3.00, Printers Fees $11.00 Total $24.73

John Holtzensack Sheriff

On the 9th day of May A.D. 1884, a proof of publication was filed with the Clerk of said Court which reads as follows, to-wit:-

Proof of Publication $13.76

George W. Betts Plaintiff
vs.
J. W. Mackaffey et.al. Defendants

Sheriff's Sale
Our Order of Sale
Court of Common Pleas, Union County, O.

By virtue of the above stated writ to me directed from the Court of Common Pleas, Union County Ohio, I will offer at public sale at the South door of the Court House in Marysville, Ohio on Saturday, May 10, 1884, 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 Marlborough, County of Union, State of Ohio, and being known and described as beginning at a stone in the center of the Marysville and Kenton turnpike, one hundred and seventy feet south from the center of the crossing of the said Marysville and Kenton Pike with East Liberty and Essex road, thence Eastwardly

parallel with the north line of George Miller lot, one hundred and thirty-four feet (134 feet) to a stone; thence northwardly parallel with the Marysville and Kenton Pike thirty (30) feet to a stone; thence westwardly one hundred and thirty four (134) feet to a stone in the center of the Marysville and Kenton Pike; thence southwardly in the center of said Marysville and Kenton Pike thirty (30) feet to the place of beginning, containing one-eighth (1/8) of an acre more or less. Appraised at $1.000 Terms of sale, cash. A. F. Carpenter, Attorney, April 2. 1884 - $11.00

John H Orbenrack 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 April 9th 1884. M. O. Shearer

Sworn to and subscribed before me, this 9th day of May 1884.

J. Q. Burgner Clerk

Attest J. Q. Burgner Clerk
By A. R. Burgner 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 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. Heretofore, to-wit: On the 8th day of March A.D. 1884, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

M. E. Judy, Plaintiff
vs.
M. S. Judy, Defendant } Court of Common Pleas, Union County, Ohio

Petition

4479 The Plaintiff M. E. Judy complains of the Defendant M. S. Judy and says that on or about the day of 1882 she was married to the said M. S. Judy and she has ever since conducted herself toward the said defendant M. S. Judy as a faithful and obedient wife, yet the said M. S. Judy as the petitioner avers, disregarding his duties of a husband toward her has been guilty of gross neglect of duty toward her and has wholly abandoned her, and fails and refuses to contribute anything to her maintenance and support. That on or about the 1st of June 1883, he the said M. S. Judy, without cause on her part, abandoned and left her the said petitioner, when she was sick and unable to take care of herself, and without any provision for her care and maintenance whatever, and has ever since refused and neglected to provide for her. The plaintiff says she has been a resident of the State of Ohio for more than a year last past and that she is now a bona fide resident of the said County of Union. Plaintiff therefore prays that the Writ of Sub-poena may issue against the said defendant, and that he may be compelled to answer all and singular the premises and that on the final hearing of this cause the said plaintiff may be divorced from the said defendant and for such other and further relief the case may demand. P. R. Kerr Atty. for Plaintiff.

On the 12th day of March A.D. 1884, a Praecipe was filed with the Clerk of said Court which reads as follows, to-wit:-

Praecipe

M. E. Judy Plaintiff
vs.
M. S. Judy, Defendant } Court of Common Pleas, Union County, Ohio

Marysville March 12th 1884

To the Clerk of Said Court:

#4479 Leave Summons and Copy of Petition in the above case to Sheriff of Pickaway County returnable according to law.

Attorney for Plaintiff

On the 12th day of March A.D. 1884, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons — The State of Ohio } Summons in Divorce
Clinton County, ss } To the Sheriff of Pickaway County:- Greeting You are Commanded to notify Wm. E. Jordy that Wm. E. Jordy has filed in the Office of the Clerk of the Court of Common Pleas of Clinton County, and State of Ohio, a petition, (a true copy of which is herewith delivered to you to be served on him), charging him with neglect of duty and absence 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 succeeding, and six weeks from and after the service of this writ. You will make due return of this Summons on the 24th day of March A.D. 1884. Witness my signature as Clerk of said Court of Common Pleas, and the Seal of said Court, at Wilmington this 12th day of March A.D. 1884. J.A. Burgess, Clerk

Seal

Sheriff's Return — Received and filed April 1st 1884, endorsed as follows, to-wit:- Received 4 o'clock P.M. on the 14th day of March A.D. 1884, and on the 20th day of March A.D. 1884, I served the same by delivering a certified copy thereof together with a certified copy of the petition with all the endorsements thereon to the within named Defendant Wm. E. Jordy personally.

Sheriff's Fees:- Service 30, Copy 20, Mileage 2.20, Docket 13, Return 25, Postage 2, Total $4.10

John D. Bolin Sheriff, By Wm. Schleyer Deputy.

Afterwards 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:

Wm. E. Jordy Plaintiff
vs
Wm. E. Jordy, Defendant

Entry

#4479 — Entry — This cause came on to be heard upon motion of Plaintiff to consolidate this case with No. 4280 on this docket, and the Court being fully advised in the premises pertaine said motion and this case No. 4479 is hereby consolidated with No. 4280 and under No. 4280.

Heretofore, to-wit: On the 28th day of July A.D. 1883, the following Petition was filed with the Clerk of said Court, to-wit:-

Mary E. Jordy Plaintiff
vs.
Middleton S. Jordy, Defendant

Petition

Court of Common Pleas, Clinton County, Ohio.

Petitioner

#4280 — The Petitioner, Mary E. Jordy, says that she has been a resident of the State of Ohio for the years last past, and is at present a bona fide resident of said County of Clinton; She further says that on the 21st day of Oct. 1882, at the Town of Sardis Perry in the State of Ohio, she was married to one Middleton S. Jordy, (whereon she prays may be made as Jordy Defendant to this petition and that she has ever since conducted herself toward the said Middleton S. Jordy as a faithful and obedient wife, Yet the said petitioner says that the said Defendant disregarding his duties of a husband toward the plaintiff has been guilty of gross neglect of duty and extreme cruelty toward her, to-wit: That on or about the 1st of June 1883, he willfully abandoned and left his said wife while she was sick and unable to take care of herself, that he left her entirely alone and without any means of support and has ever since remained away from his said wife and wholly neglected and refused

to come for or in any manner protect or support her but has wholly abandoned and forsook her, and she has been compelled to supply her wants, as best she could by her own labor. Plaintiff further says that said Middleton S. Jordy is the owner in fee of the following described Real Estate: Situate in the County of Vinton and State of Ohio. Being Lot No. 366 in the town of Richmond in said County incumbered with a ——— lien of $[illegible] in favor of P. R. Kerr. That he has no other property Real or Personal and that he is threatening to sell and dispose of said lot and convert the proceeds into money, whereby the plaintiff will be wholly destitute and without the means of support. Wherefore plaintiff prays that the defendant may be restrained by the injunction of this Court from selling or in any manner incumbering or disposing of said lot, or in disturbing the plaintiff in the use and occupation of the same and that said defendant may be required to answer all and singular the premises, and that on the final hearing of this cause that said defendant may be decreed to pay the plaintiff reasonable alimony or that the Court may decree to plaintiff the above described Real Estate in fee and for such other relief as her case may demand. P. R. Kerr Attorney for Plaintiff.

State of Ohio }
Vinton County ss. } The Plaintiff Mary E. Jordy being sworn says the allegations in the foregoing petition are true

Mary E. Jordy

Sworn to before me and subscribed in my presence this 13th day of July 1883.

J. Q. Bergner, Clerk

A provisional injunction is allowed as prayed for in the foregoing petition until the further order of the Court. July 13th 1883. The plaintiff is not required to give any undertaking

John A. Price, Judge

Praecipe — The Clerk will issue Summons to Sheriff of Pickaway County Ohio, Endorse Bail for dower and alimony and order of injunction. P. R. Kerr Plffs. Atty.

Afterward 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 — The State of Ohio } Summons in Divorce
Vinton County, ss. } To the Sheriff of Pickaway County:-

4280 You are Commanded to notify Middleton S. Jordy that Mary E. Jordy has filed in the office of the Clerk of the Court of Common Pleas of Vinton County, and State of Ohio, a petition, (a copy of which is herewith served on him) charging him with neglect of duty and extreme cruelty and asking that she be divorced from him and decreed 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 6th day of August A. D. 1883.

Witness my signature as Clerk of our said Court of Common Pleas and the Seal of said Court, at Mcarthyville O. this 28th day of July A. D. 1883.

Seal

J. Q. Bergner Clerk.

Said writ was returned and filed August 8th A. D. 1883, endorsed as follows, viz:

Sheriff's Return — Received 3 o'clock P. M., on the 30th day of July A. D. 1883; and on the 31st day of July A. D. 1883, I served the same by delivering a true copy thereof together with a certified copy of the petition with the endorsements thereon to the within named defendant Middleton S. Jordy personally.

Sheriff's Fees: Service .30, Copy .20, Mileage 4.00, Docket 13, Return 25 Postage 3, Total $4.91/100

John P. Bolin Sheriff

Afterward 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

Mary E. Jewley Plaintiff

vs

Mary E. Jewley Defendant

4280

Entry

Middleton S. Jewley Plaintiff

vs.

Middleton S. Jewley Defendant

4280

Entry

Ware No. 4479 consolidated with and numbered the No. of this case.

Afterwards, on the 7th day of June A.D. 1884, an Entry was made in the Journal by the Clerk of said Court which reads as follows, to wit:-

Court of Common Pleas, Summit County Ohio.

This day this cause came on to be heard on the petition of the plaintiff filed in Cause No. 4280, and cause No. 4479, the same having been consolidated by former order of said Court, and the Defendant failing to answer or demur to said petitions, and it appearing to the Court that said defendant Middleton S. Jewley has been duly notified according to law of the pendency of this suit by legal service of Summons and a copy of said petitions upon him personally; and the Court being fully advised in the premises upon the hearing of the allegations and evidence of the plaintiff and on consideration thereof the Court 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 said time a bona fide resident of said County of Summit: 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 his marital duties toward the plaintiff and of extreme cruelty toward her, and that by reason thereof the plaintiff is entitled to Divorce and Alimony as prayed for in said Petition. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Middleton S. Jewley and the said Mary E. Jewley be and the same hereby is dissolved and both parties are released from the obligations of the same.

It is further ordered and decreed that said plaintiff have and possess as for Alimony the following described Real Estate, to-wit:- One lot No. 366 in Beatty's Additions to the Town of Richmond, Summit County Ohio, as the same is known on the Recorded Plott of Additions", and the said defendant is hereby ordered to convey said real estate with all appurtenances to the same belonging to said plaintiff free and clear and assigns forever, by a good and sufficient deed in fee simple, free from any right or claim of said Defendant to any estate by the curtesy or otherwise therein and it is further ordered that upon the failure of said defendant to execute said conveyance within five days from the entry hereof that this decree shall operate as such conveyance and in that case it is ordered that the Clerk cause so much of this decree to be recorded in office of the Recorder of this County as will show such change of title and it is further ordered and adjudged by the Court that said plaintiff do have, possess and enjoy as and for Alimony all the household and kitchen furniture now in her possession belonging to said Middleton S. Jewley. It is further ordered by the Court that the plaintiff pay the costs of this proceeding.

Attest J. D. Burgner Clerk
By H. R. Burgner 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 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. Heretofore, to-wit:-

On the 5th day of January A.D. 1883, the following Petition was filed with the Clerk of said Court which reads as follows to-wit:-

Petition 4177

Lucy Akers, Plaintiff
vs.
Zachariah Akers, Defendant

Court of Common Pleas Union County Ohio

Petition for Divorce

The said Lucy Akers says that she has been a resident of the State of Ohio for the year last past and is at present a bona fide resident of the said County of Union and that her maiden name was Lucy Ayhe and that on the 2nd day of December A.D. 1869 she was lawfully married with the said defendant: That ever since the 16th day of January A.D. 1882, the said defendant has been guilty of gross neglect of duty toward her the plaintiff and has wilfully failed to make any provisions suitable for her support and maintenance and has in every respect neglected and failed to act as a husband toward her and no part of the time since the 16th 1882. The plaintiff says she has ever since that time performed conducted herself toward the said Zachariah Akers as a faithful and obedient wife. The plaintiff further says that ever since that time she has with her exertions with her own hands supported the family. The plaintiff further says that the defendant regardless of his marital duties towards the plaintiff has been guilty of habitual drunkenness for the time of one year last past. The plaintiff therefore says that by reason of said gross neglect of duty and habitual drunkenness she is entitled to be divorced from him the defendant and therefore asks the decree of said Court of such divorce and change of name to Lucy Ayhe being her maiden name.

R. L. Woodburne Atty for Plff

The State of Ohio
Union County, ss. } Lucy Akers being sworn says that she believes the facts stated and allegations in her foregoing petition to be true. Lucy Akers

Sworn to before me and signed in my presence this 5th day of Jan. 1883.

M. M. Wright J. P.

Afterwards on the 16th day of February 1883 a Praecipe was filed with the Clerk of said Court which reads as follows, to-wit:-

Praecipe 4177

Lucy Akers Plaintiff
vs.
Zachariah Akers, Defendant

Court of Common Pleas, Union County Ohio
Marysville O. Feb. 16th 1883

To the Clerk of Said Court:- Issue Summons in the above case with copy of Petition to the Sheriff of Ross County returnable according to law. R. L. Woodburne Attorney for Plaintiff

Afterwards on the 17th day of February A.D. 1883, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons 4177

The State of Ohio
Union County, ss. } Summons in Divorce.

To the Sheriff of Ross County:

You are commanded to notify Zachariah Akers that Lucy Akers has filed in the office of the Clerk of the Court of Common Pleas of Union

County, and State of Ohio, as petitioner, (a true copy of which is herewith delivered to you to be served one hereof), charging him with neglect of duty &c. and asking that she be divorced from him and that alimony &c. and for other proper relief. Said petition will stand for hearing according to the rules of said Court next succeeding, and six weeks from and after the service of this writ. You will make due return of this summons on the 26th day of February A.D. 1883.

Witness my signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville Ohio this 17th day of Feb. A.D. 1883

Seal

J. D. Bourgnier, Clerk.

Said Writ was endorsed as follows:- Summons in Action for Divorce and all proper relief

R. D. Woodbridge, Attorney

Afterwards on the 22nd day of February A.D. 1883, said writ was returned and filed endorsed as follows, to-wit:-

Sheriff's Return

Received 8 o'clock A.M. on the 20th day of February A.D. 1883, and on the 21st day of February A.D. 1883 I served the same by delivering to the said Zachariah Akers, a true copy thereof together with a copy of the petition.

Sheriffs Fees:- Service 60, Copy 24, Mileage 16, Docket 30 Postage 06, Total $ 1.36

Upee D. Yeckley Sheriff of Union Co. Ohio.

Afterwards on the 24th 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:-

Yeckley

vs.

4177

Tracy Akers, Plaintiff

vs.

Zachariah Akers, Defendant

Journal Entry

This cause came on this day to be heard on the petition and the answer of the defendant and the evidence, and on consideration thereof the Court finds that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona fide resident of this County of Union and that the parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced, that the defendant has been guilty of gross neglect of duty in the manner set forth in the petition and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Tracy Akers and Zachariah Akers be and the same hereby is dissolved and both parties are released from the obligations of the same. It is further ordered by the Court that the answer filed by the defendant Zachariah Akers be stricken from the files. It is further ordered that by the Court that the plaintiff be restored to her maiden name Tracy Ash.

Attest J. D. Bourgnier Clerk.
By A. R. Bourgnier, 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 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. Heretofore, to-wit:-

On the 29th day of March A.D. 1884, the following petition was filed with the Clerk of said Court, to-wit:-

(See next Page).

Petition

O. W. Southard, Plaintiff
vs.
Benonni P. Hildreth and
Mary D. Hildreth, Defendants

Court of Common Pleas
Union County Ohio.
Petition

4-5-05

The Plaintiff says that on the 27th day of March A. D. 1882, the defendant-Benonni P. Hildreth made and delivered to the plaintiff his three promissory notes of that date, and thereby promised to pay to the plaintiff, or his order, Twenty Dollars in one year from date, Twenty Dollars in eighteen months from date and Five Hundred Dollars in two years from date, each note to bear 8% interest per annum after due and payable annually. Copies of said notes are hereto attached marked "A" "B" and "C" respectively. Second: On the said 27th day of March A.D. 1882, the defendant-Benonni P. Hildreth with his wife, the said defendant-Mary D. Hildreth, who relinquished her dower therein duly executed and delivered to said plaintiff O. W. Southard, their certain mortgage deed and thereby conveyed to said plaintiff, the following premises, to-wit:- Part of Survey 5630 Beginning at a post on the South line of said Survey, and at the S. E. corner of A. Boyden's lot and running thence N. 8° E 89 86/100 poles with the said Boyden East line to a post-prece a hickory and elm: thence N. 82° W. with the said Boydens North line to ben oak Thence N. 8° E 41 1/10 poles to a post-near three ashes and a hickory at the S. W. corner of Margaret M. Hildreth's lot: Thence S. 81 1/2° E 109 1/10 poles, with the line of said lot to a stone on a post in the county road, thence S. 13° W. with the centre of said road to a point on said course sixteen 16 poles and 3 links of the South line of the Survey, as now fenced by the Bailey line: Thence N. 81 1/2° E 122 1/2 poles to the East line of the Survey: Thence S. 8 1/2° W. 15 73/100 poles with said line to a post-prece two hickories as beech and cherry at the S. E. corner of the Survey: Thence S. 81 1/2° W. with said line to the place of beginning containing 67 acres and 151 poles more or less: Excepting 37 11/160 poles as access, heretofore sold leaving 30 1/4 acres hereby conveyed. The condition contained in said conveyance is in substance, that if said defendant-Benonni P. Hildreth should well and truly pay the aforesaid promissory notes when the same respectively came due, then the presents to be void, otherwise to remain in full force and virtue in law. On the 28th day of March A.D. 1882 said mortgage deed was left for record at the Recorders Office of Union County Ohio and was duly recorded in Book 17 Page 388 of his Records. The said deed has become absolute. There is due and remaining unpaid upon said indebtedness the sum of Five Hundred and Thirty-two and 40/100 Dollars with 8% interest thereon from March 28th 1884 payable annually. Plaintiff therefore asks judgment against said defendants in said sum of Five Hundred and Thirty-two and 40/100 dollars with 8% interest from March 28th 1884 payable annually and that said premises described in the petition be sold and the proceeds applied to the prayment of said jendgement.

A. W. Beightler Atty. for Plaintiff

State of Ohio
Union County, ss. } O. W. Southard plaintiff, being sworn says he believes the facts stated in the above petition to be true. O. W. Southard.

Sworne to before me by O. W. Southard and signed in my presence this 28th day of March 1884

John M. Broderick Notary Public, Union Co. Ohio Seal

1" " $20.00
" "
" value rec
" ally after
" Secured by
B" " $20.00
" Eq
" Southard
" able annu
" Secured by
" $500.00
" ann Int
" value rec
" annually
" Secured by
After
the Clerk of
O. W. Southard

Praecipe

Benonni P.

4-5-05

Summons

4-5-05

Sheriffs Return

Summons
The State
Union Coun
P. M. and
& served the
copy of this
Sheriff's Fee

Orfice of Notes

"A" " $ 20 00/100 Marysville, O. March 27th 1882"
" One year after date I promise to pay to the order of O. W. Southard for"
" value received, Twenty Dollars, with eight per cent interest, payable annu-"
" ally after due. Payable at Marysville, Ohio. "
" (Secured by mortgage) Benoni P. Hildreth "
"B" " $ 20 00/100 Marysville, Ohio, March 27th 1882"
" Eighteen months after date I promised to pay to the order of O. W. "
" Southard, for value received, Twenty Dollars, with eight per cent interest pay-"
" able annually after date. Payable at Marysville, Ohio. "
" (Secured by mortgage Benoni P. Hildreth "
"C" " $ 500.00 Marysville, O. March 27th 1882 "
" Two years after date I promise to pay to the order of O. W. Southard for "
" value received, Five Hundred Dollars with eight per cent interest payable "
" annually after date. Payable at Marysville, Ohio. "
" (Secured by mortgage) Benoni P. Hildreth "

Afterward on the 29th day of March A. D. 1884, a Praecipe was filed with the Clerk of said Court which reads as follows, to-wit:-

Praecipe

O. W. Southard Plaintiff
vs.
Benoni P. Hildreth et al. Defendants

Court of Common Pleas, Union Co. Ohio
Marysville, March 29th 1884

$ 5-15

To the Clerk of said Court:- Issue Summons in the above case, - Indorse:- "Suit action for judgement and fore-closure - Amount claimed $ 542.40 and 8% interest from March 28th 1884 - returnable according to law A. H. Beightler Attorney for Plaintiff

Upon the 29th day of March A. D. 1884, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons

The State of Ohio } Summons
Union County, ss } To the Sheriff of the County of Union, Greeting:-

$ 1-05

We command you to notify Benoni P. Hildreth and Mary L. Hildreth that they have been sued by O. W. Southard, in the Court of Common Pleas of Union County, and that unless they answer by the 26th day of April A. D. 1884, the petition of said O. W. Southard against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgement rendered accordingly. You will make due return of this summons on the 7th day of April A. D. 1884. Witness my hand and the seal of said Court, this 29th day of March A. D. 1884 J. D. Barrere, Clerk

Trial

Said Writ was endorsed as follows, to-wit:- Suit action for Foreclosure and judgement. Amount claimed $ 542.40 and 8% interest from March 28th 1884
A. H. Beightler Plaintiffs Attorney

Afterwards on the 7th day of April A. D. 1884 said Writ was returned and filed with the following Return of said Sheriff endorsed thereon, to-wit:-

Sheriffs Return

The State of Ohio } Sheriff's Return
Union County, ss. } Received this Writ March 29th A. D. 1884 at 2 o'clock P. M. and pursuant to its command on the 2nd day of April A. D. 1884 I served the same by delivering to the within named defendant a true copy of this writ with endorsements thereon.
Sheriff's Fees:- Service .45, Mileage 1.60, Cop. .40, Total $ 2.45
John Hobensack, Sheriff.

Afterward on the 29th 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:-

C. W. Southard Plaintiff
vs.
Benoni P. Hildreth et al Defendants

Entry — Union Common Pleas
Entry

4505 This cause now coming on for hearing on the petition, the Court find that the defendants Benoni P. Hildreth and Mary L. Hildreth have been duly served with summons in this case and that they are in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true and that there is due the plaintiff from the defendants on the promissory note set forth in the petition the sum of Five Hundred and Forty Six and 02/100 Dollars. It is therefore considered, ordered and adjudged by the Court that the said plaintiff recover from the said defendants Benoni P. Hildreth and Mary L. Hildreth the said sum of $546.02 with 8% interest from the entry of this decree and the costs of this suit taxed at $. The Court further find that in order to secure the payment of said note the defendants Benoni P. Hildreth and Mary L. Hildreth his wife executed and delivered to said plaintiff C. W. Southard their certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Vol. 17 page 388 of the Records of Mortgages of Union County Ohio, and is the first and best lien on the premises described in the petition; and that the conditions in said mortgage have been broken. It is therefore adjudged and decreed that unless the 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 of this case and to the plaintiff herein the sum so found due as aforesaid with interest at 8% from the date of this entry, the defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of Union County directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

Attest J. Q. Burgner Clerk
By A. R. Burgner 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 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. Heretofore, to-wit:-

On the 5th day of April A.D. 1884, a Petition was filed with the Clerk of said Court which reads as follows to-wit:-

J. H. Ruhlen Plaintiff
Against
George Stall and Catherine Stall
Belle Mitchell Defendants

Petition — Court of Common Pleas, Union Co. Ohio
Petition

4516 The Plaintiff says: That on the 1st day of April 1881 the defendant George Stall made and delivered to the plaintiff his three promissory notes of that date and thereby promised to pay to plaintiff or order $160.00 in one year thereafter @ 6% int. interest payable annually and $160.00 in two years thereafter @ 6% int. from date, interest payable annually and

$160.00 one three years thereafter @ 6% int from date. Interest payable annually. The first one of the above described notes has since been paid and copies of the last two notes with all credits thereon are hereto attached marked "A" and "B" respectively and. On said 1st day of April 1881 the defendants George Stall and Catherine Stall to secure the payment of said notes (which were given for the balance due plaintiff on the purchase money for the premises hereinafter described) executed and delivered to the plaintiff their mortgage deed of that date and thereby conveyed to the plaintiff his heirs and assigns the following premises, situate in the County of Union, Township of Allen and State of Ohio, being a part of U. M. Survey No. 4812 and bounded and described as follows:- Beginning at a stone corner to Abraham Spain's land thence N. 37° W. 43 7/10 poles to a stone corner to Richard Epps's land; thence N. 57° 45' E. 130 poles to a stone in the Elephant and Spain Road; thence S. 37° E. 43 7/10 poles to two sugar trees and a hickory original corner to said Survey; thence S. 47° 45' E. 130 poles to the beginning containing thirty-five acres. The conditions contained in said mortgage deed were in substance if said defendants should well and truly pay the aforesaid promissory notes and the interest thereon according to the tenor thereof then these presents to be void otherwise to be and remain in full force and virtue in law. 3rd. Said mortgage was filed with the Recorder of said County for record on the 1st day of April 1881 at 4½ o'clock P. M. and was by him recorded on the 14th day of April 1881 in Records of Mortgages for said County Book 18. Page 87. 4th The plaintiff says that Miss Bettie Mitchell has some claim or interest in said premises but plaintiff is not advised of the nature or extent thereof and asks that she be made a defendant herein and required to answer and set forth whatever claim if any she may have or claim. 5th The said deed has become absolute. There is now due and remaining unpaid upon said indebtedness after deducting all credits the sum of Three Hundred and Two and 78/100 Dollars including interest computed up to April 1st 1884. 6th The plaintiff therefore asks judgement against said George Stall for said sum of Three Hundred and Two and 78/100 Dollars together with the interest thereon from April 1st, 1884 and that said mortgage may be foreclosed and said premises ordered to be sold and the proceeds applied in satisfaction of said indebtedness and for all proper relief.

A. T. Carpenter Attorney for Plaintiff

The State of Ohio }
Union County, ss. } A. T. Carpenter being sworn says that he is the attorney for the above named plaintiff, duly authorized herein, that said plaintiff is a non resident of said County of Union and State of Ohio and is now absent therefrom. Affiant further says 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 5 day of April A. D. 1884

J. D. Burgoon, Clerk

Copies of Notes

"A" " $160.00 Marysville Ohio April 1st 1881 "
" Two years after date I promise to pay to the order of J. T. Berklem One Hun- "
" dred and Sixty Dollars at Marysville, Ohio; value received with interest at the "
" rate of six per cent per annum payable annually. "
" George Stall. "
" Credits:- March 27, Paid the interest on this note due April 1st 1882 "
" April 8th 1883, paid on the within note Fifty-three Dollars. "

"B." " $160.00 Marysville Ohio April 1st 1881 "
" Three years after date I promise to pay to the order of J.H. Ruhlen One "
" Hundred and Sixty Dollars at Marysville, Ohio, value received, with interest "
" at the rate of six per cent per annum payable annually. "
" George Stall "
" Credit:- March 27th 1882, paid the interest on this note due April first 1882.

Praecipe To Clerk:-

Issue summons in above case returnable according to law. Endorse: "Amount Claimed $302.78/100 @ 6% int. from April 1, 1884 and foreclosure of Mortgage".

A. T. C. Attorney for Plaintiff

On the 5th day of April A.D. 1884, a Summons was issued 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, Greeting:-

45-16 We command you to notify George Stall Catherine Stall and Belle Mitchell that they have been sued by J.F. Ruhlen in the Court of Common Pleas of Union County, and that unless they answer by the 3rd day of May A.D. 1884 the petition of said J.F. Ruhlen against them filed in the Clerk's Office of said Court such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 14th day of April A.D. 1884.

Witness my hand and the seal of said Court, this 5th day of

Seal, April A.D. 1884 J. Q. Burgner, Clerk.

Said writ was endorsed as follows, to wit:- An action for foreclosure of mortgage Amount claimed $302.78 at 6% int. from April 1st 1884. Carpenter Pltff's Atty.

Writ returned and filed April 19th 1884, endorsed as follows, viz:-

The State of Ohio }
Union County, ss. } Sheriff's Return

Received this Writ April 5th A.D. 1884, at 2 o'clock P.M., and pursuant to its command, on the 12th day of April A.D. 1884, I served the same by delivering to each of the within named George and Catherine Stall and Belle Mitchell a true copy of this Writ with endorsements thereon. Sheriff's Fees:- Service 60, Mileage 1.60, Copies 60, Total $2.80

John Hobensack, Sheriff.

Afterward, on the 2nd day of May A.D. 1884, an Answer was filed with the Clerk of said Court which reads as follows, to wit:-

Answer J. F. Ruhlen Plaintiff }
Against- } Court of Common Pleas
George Stall, Catherine Stall } Union County Ohio.
Belle Mitchell, Defendants }

Answer and Cross Petition

45-16 Now comes defendant Belle Mitchell and says that she is the owner of the promissory note and mortgage hereinafter described. That the defendants George Stall and Catherine Stall did on the 8th day of December A.D. 1882 convey the premises in plaintiff's petition described to Henry J. King his heirs and assigns by mortgage to secure the payment of $300.00 with interest at the rate of 8 per cent interest annually which deed of mortgage was on the 9th day of December 1882 duly left for record with the Recorder of said County of Union and became and still is a valid and subsisting lien on said premises. The said note is as follows:- " $300.00

Marysville Ohio Dec. 9th 1882 "
" Two years after date I promise to pay to the order of Henry J King "

" the sum of Three Hundred Dollars with 8 per cent interest annually for value "
" received George Stall. "
" Defendant further says that on the 9th day of December 1882 for a valid consider-
ation said note and mortgage deed were assigned to her by the said Henry
J. King and thereby became the legal owner of said Claim. The defendant
further says there have been no payments made on said claim and there is
due on and owing on said claim the sum of Three Hundred Dollars with
interest thereon at 8 per cent per annum from December 9th 1882. Wherefore
said Belle Mitchell prays that said property may be sold and her said
claim be satisfied out of the proceeds thereof. H. J. King her Attorney

The State of Ohio }
Warren County, ss. } Belle Mitchell being sworn says that she believes the
facts stated and allegations in her foregoing Cross Petition to be true.
Belle Mitchell

Sworn to and subscribed in my presence this 2nd day of May A.D. 1884
Seal Joseph M. Kennedy Notary Public

Afterward, on the 17th day of May A.D. 1884, an Entry was made in the Journal by
the Clerk of said Court which reads as follows, to wit:-

J. T. Rathbun Plaintiff } No. 4316
vs } Journal Entry
George Stall et. als. Defendants. } This day this cause came on for hearing upon
Entry 1-15-16 the petition of the plaintiff, the answer and cross petitions of Belle Mitchell and
the evidence, the defendants George Stall and Catherine Stall still failing to answer
or demur to said petitions or answer and cross petitions. On consideration whereof
the Court do find that the plaintiffs mortgage is the first and best lien on the
premises described in the petition and the defendant Belle Mitchell's mortgage is
the second lien, and that both said J. T. Rathbun and said Belle Mitchell are
entitled to an account of the money due them in the premises and the Court
after hearing the evidence do find that there is due to said J. T. Rathbun on the
note and mortgage in his petition described the sum of Three Hundred and
Three and 5/100 Dollars together with 6% interest thereon from April 14th 1884, the
first day of the present Term of this Court, and that there is due to said Belle Mitchell
on the note and mortgage described in her answer and cross petition the
sum of Three Hundred and Thirty Two and 0/100 Dollars @ 8% interest thereon
from April 14th 1884, the first day of the present Term of this Court. It is therefore
considered by the said Court here that the said plaintiff recover of defendant
George Stall the said sum of Three Hundred and Three and 5/100 Dollars
@ 6% int. from April 14th 1884, and it is further ordered and adjudged that
in case said George Stall or Catherine Stall fail for five days from this 17th
day of May 1884 to pay to said J. T. Rathbun the said sum of Three Hundred
and Three and 5/100 Dollars @ 6% interest from April 14th 1884; and to pay to said
Belle Mitchell said sum of Three Hundred and Thirty-two and 0/100 Dollars @ 8%
from April 14th 1884, the sum so as aforesaid found due them respectively, with costs
of suit a Order issue to the Sheriff of said County commanding him to cause said
tenements in said petition described to be appraised advertised and sold according to
law and apply the proceeds of said sale in satisfaction first of the said sum so found
due to J. T. Rathbun and secondly in satisfaction of said sum so found due to
said Belle Mitchell with costs of suit.

Attest-J. D. Bourgeois Clerk By A. R. Bourgeois Deputy

Pleas before His Honor John A. Price, Judge of a Court of Commmon Pleas begunn 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 14th day of April in the year of our Lord One Thousand Eight Hundred and Eighty Four. Heretofore, to-wit:-

On the 25th day of January A.D. 1884, the following Petition was filed with the Clerk of said Court, to-wit:-

Childs, Hoff and Company Plaintiff

vs.

O. Weisenbergen, Defendant.

Court of Commmon Pleas
Union County, Ohio.

Petition

Petition

4240

Plaintiffs say they are are associations of persons doing a partnership business under firm name and style of Childs Hoff and Company at Cleveland in the State of Ohio. Plaintiffs further say that this their cause of action is founded upon an account for goods furnished by and delivered to the delivered to the defendant O. Weisenbergen at his request of which account the following is a copy:-

Exhibit "A" Cleveland O. January 18th 1884

O. Weisenbergen Richwood Ohio, Acc't with Childs Hoff and Co.

1883. Sept. 13th	1	doz mens skip Dble B to		$36.00
	1	" " " Pt Do.	"	33.00
	1	" " Pt. C.	" "	36.00
	1	" C. Grain Dble B	"	42.00
	1	" Plain " "	"	39.00
	6	" calf Opera	" 3.75	22.50
	1	" " T. S.		39.00
	1	" " Blo		35.00
	1	" " "		35.00
	1	Boys Flesh & S. Blo		21.00
	1	" Dress Kip	"	24.00
	1	Gents " "	"	18.00
	1	" Kip T. S.	"	16.00
	1	Childs Continental	"	12.00
	12	Mens Flesh one Belt	2.50	30.00
	12	" " " "	2.25	27.00
	30	Mens calf peg Blo	1.00	30.00
	30	Boys " " "	.90	27.00
	36	Childs " " "	.75	27.00
	12	Mens " " "	1.50	18.00
	12	Mens Kip " "	1.12½	13.50
	12	Childs " " "	.95	11.40
	12	Mens Flesh Std	" 1.15	13.80
	12	Boys " " "	1.00	12.00
	12	Mens Congress Slip	.42½	5.10
	12	Mens calf	" 1.00	12.00
	12	Childs Grain Std Pol	.65	7.80
	12	" calf peg	" .75	9.00
	12	" Grain Std Best	1.00	12.00
	12	" " " "	.80	9.60
	12	" Mens	" 1.20	14.40

1883 September

1883 September

1883. October

1883 October

1883, October 2

1883 Septembre 13th.	12	Childs Grain Std Bal.	1.00		$12.00
	12	" Kid Ctop "	.75		9.00
	12	" Goat " "	.75		9.00
	12	" " mule "	.65		7.80
	12	" Kid " "	.65		7.80
	12	" Goat Sfg. "	.40		4.80
	12	" Kid " "	.50		6.00
	12	" Grain Grain Sfg Bal.	1.00		12.00
	12	Grain Grain Sfg. Pol.	.90		10.80
	12	Grain " Grain Bal	1.00		12.00
	12	" Kid " "	2.50		30.00
	12	" C " " "	2.75		33.00
	12	" Grain " Pol.	1.25		15.00
	12	" " Std Bal	1.00		12.00
	12	" G " Grain "	1.20		14.40
	12	" Buff Std Pol	1.40		16.80
	12	" St Grain Bal	1.50		18.00
		Edge	.50		
					$909.00
1883 September, 23th	1	Set Grn. Elevator fastners		1.65	
	2	Doz Sheep locks	1.50	3.00	
	2	" " "	2.00	4.00	
	2	" Grain cork soles	.60	1.20	
	1	Grn. Shoe Buttons		.15	
	1	" Button Hooks		.50	
	2" 4/8	Shank pearls	.20	.40	
	1" 5/8	" "		.20	
	2" 6/8	" "	.20	.40	
	12	Grain Buff Grain Bal	2.00	24.00	
	12	" Velvet-Slip	1.00	12.00	
	6	Grain " Opt "	1.25	7.50	
	12	Childs Kid Std Bal.	1.00	12.00	
	12	Grain Grain Pol	1.00	12.00	
	12	" " Bal.	1.00	12.00	
	12	" Kid "	1.25	15.00	
	12	Grain Grain "	1.00	12.00	
	12	Grain Glove Grng	1.50	18.00	
	12	" Kid Bal.	2.00	24.00	
		Edge	.25		
					$160.25
1883. October, 10th.	1d	Boys Calf Blo.		16.50	
	11	Grain Kid Grain Bal	1.00	24.00	
	12	" Grain " "	1.50	18.00	
	12	" G. " Std "	1.37½	16.50	
					$75.00
1883 October 27th.	1d	Boys Kip Grain Blo		24.00	
	1d	Gts Calf "		13.50	
	6	Grain Kid gr Trees	1.25	7.50	
	12	Grain Grain Bal.	1.10	13.20	
					$58.20
1883, October 29th.	12	Grain B Calf Pol	1.50	18.00	
	12	" C Kid Bal.	2.00	36.00	
		Edge		.15	
	12	" Calf Std Pol.	1.50	18.00	
					$72.15
					1244.60

				Forward	$1274.60
1883. November 20th	2	Wom. F. Kid Bat.	3.50	7.00	
	1	Childs Kid "		1.00	$8.00
" " 26th	12	Wom. D.F. Rub. 1st Bts 25%	4.25	(51.00) (12.75) 38.25	
	12	Wom. Lut Grand 55 32%	13.20 4.22 8.98		
		Clge	15	9.13	47.38
			Total Amount		$1329.98

There are no credits on said account except such as appear on said account. There is due from the defendant to the plaintiff on said account the sum of Thirteen Hundred Twenty Nine and 98/100 Dollars which plaintiffs claim with interest on same from the 1st day of December A.D. 1883, and for which they ask judgment.

Robinson & Piper Attorneys for Plaintiffs.

State of Ohio }
Union County S.S. } L. Piper being duly sworn according to law says he is one of the Attorneys of the plaintiffs, Childs Groff and Co. duly authorized in the premises, that the plaintiffs are all non residents of the said County of Union and now absent therefrom; and that the facts stated and allegations in the foregoing petition of Childs Groff & Co. are as affiant believes true. L. Piper

Sworn to before me by L. Piper and by him subscribed in my presence this 25th day of January 1884

J. Q. Burgner, Clerk.

To Clerk:-

Praecipe — Issue Summons upon the petition in the foregoing case returnable according to law directed to Sheriff of Union County. Endorse, Amount claimed $1329.98/100 with interest from December 1st 1883

Robinson & Piper Attorneys for Plaintiff

On the 25th day of January a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons — The State of Ohio }
Union County, SS. }

Summons in Action for Money Only.

To the Sheriff of the County of Union Greeting:-

4440 — We command you to notify D. Weisenberger that he has been sued by Childs, Groff and Co. in the Court of Common Pleas of Union County and that unless he answer by the 23rd day of February A.D. 1884 the petition of said Childs Groff and 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 4th day of February A.D. 1884.

Witness my hand and the seal of said Court, this 25th day of January A.D. 1884.

Seal

J. Q. Burgner Clerk.

Endorsed, Amount claimed $1329 98/100. Robinson & Piper Plaintiffs Attorney

Writ returned and filed 1884 endorsed as follows, to-wit:-

The State of Ohio }
Union County, SS. }

Sheriff's Return

Sheriffs Return — Received this Writ January 25th A.D. 1884 at 4 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 D. Weisenberger. Sheriff's Fees, Service 30, Mileage 2.56, Cop. 20, Total $3.06

John Hobensack Sheriff

Afterward on the 17th 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 — Childs, Groff and Co. Plaintiff
vs.
D. Wiesenberger, Defendant

Entry
Money Only

4440 And now come the plaintiffs herein and the defendant being in default for answer 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. Wiesenberger is indebted to the plaintiffs in the sum of Thirteen Hundred Fifty-nine and 90/100 Dollars ($1359 90/100). It is therefore considered by the Court that the said plaintiffs recover from the said defendant D. Wiesenberger the said sum of Thirteen Hundred Fifty-nine and 90/100 Dollars ($1359. 90/100) with interest from April 14th 1884, and their costs herein expended taxed to $.

Attest J. Q. Burgner, Clerk
By A. R. Burgner, 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 Tenth Judicial District of the State of Ohio, on the 14th day of April in the year of our Lord One Thousand Eight Hundred and Eighty Four, Heretofore, to-wit:-

On the 25th day of January A.D. 1884, a Petition was filed with the Clerk of said Court which reads as follows, to-wit:-

Petition — Adams and Ford Plaintiffs
vs.
D. Wiesenberger Defendant

Court of Common Pleas, Union County, Ohio.
Petition

4441 Plaintiffs say they are an association of persons doing a partnership business under the firm name and style of Adams and Ford in the city of Cleveland, in the State of Ohio.

I. Plaintiffs further say that this their first cause of action is founded upon an account for goods sold and delivered to the defendant D. Wiesenberger at his request and of which account the following is a copy. There are no credits on said account except as therein stated.-

Cleveland, O. Sept 20th 1883

D. Wiesenberger, Richwood, O. Bought of Adams & Ford Manuf. & Wholesale dealers in Boots and Shoes, 60 & 62 Bank St. Agents for Candee Rubber Goods.

Exhibit "A"

Case No.	Pairs		Stock No.	Price
1	1	d mens 22 in Gr. Bts 2 S&T		$45.00
2	1	" " 20 " " " "	1675.	42.00
3	1	" " Dress Kip Stand Bts	1632.	35.00
4	1	" " " " "	1635.	35.00
5	1	" " 20 in heading Kip cast. 2 S&T		39.00
6	1	" " Advance " " "		36.00
7	1	" " S. Kip " " "	1610	24.00
8	1	" " Calf S Brook Valley Boots	1661	24.00
10	1	" " " " " Rey Tap S.	1637	36.00
11	1	" Boy Kip 2 S&T "	1903	24.00
12	1	" " Gents Kip " "	1933	23.00
13	1	" Childs A calf Continental Bts	1964	12.00
14	1	" " " " "	1963	11.00

9	12	Inches	B. Calf Bal-	1770	2.40	$ 28.80
15	12	"	Veal " " Stand Ex	1773	2.50	30.00
16	12	"	B " Slips	1687	.80	9.60
16	12	"	Velvet-Emb Enamel Slips	644	.85	10.20
16	6	"	" " " "	647	1.00	6.00
16	6	"	" " Opera "	649	1.00	6.00
16	12	Mos	" " "	226	.75	9.00
16	12	"	Inside Lace Buskins	170	.75	9.00
16&17	12	"	B. Calf Slips	1354	.75	9.00
17	12	"	Inside Stand Pol.	1506	1.00	12.00
17	12	Miss	A Calf Pg. "	1789	.90	10.80
17	12	"	" Inside Stand "	1791	.90	10.80
17	12	Childs	A. Calf Pg "	1562	.75	9.00
17	12	"	Veal " S & T Bal.	1577	1.25	15.00
24	12	"	" Inside Stand S & T Bal	433	.85	10.20
17	12	"	" " Braided " "	457	.70	8.40
24	1#	French	Chalk "			.15
24	3"	Shank	Nails	20		.60
24	1	Doz	Bonne Dressing			.90
24	1	½ Gr	Heaton Bal Fasteners			1.70
24	1	Bottle	Eastern Boot Dressing			0
18	12	Miss	Pet Ita. Bal.	134	1.00	12.00
18&19	12	"	Veal Calf "	1504	1.50	18.00
18	12	"	Kid "	111	1.30	15.60
19	12	"	" "	304	1.35	16.20
19	12	"	" Kid Laval Empress	140	2.00	24.00
19&20	12	"	" Inside Top Bal.	139	2.60	31.20
20	12	"	" "	137	1.95	23.40
20	12	"	" "	101	2.25	27.00
20&22	12	"	A. E & E "	76	2.40	28.80
21	12	"	" Side Lace	248	1.60	19.20
21	12	"	Kid Foot Mat-Kid Top Hookers	81	1.75	21.00
21	12	Miss	" " " " "	331	1.50	18.00
22	12	Mrs	Sleeve Inside " "	90	1.50	18.00
23	12	"	Beaver " Top Bal.	126	1.25	15.00
22	10	"	Glove " Bal	44	1.15	11.50
22	12	"	" Bals	236	1.50	18.00
22	12	"	" Gaug	261	1.60	19.20
23	12	"	" Beb. Ita Bal	246	1.00	12.00
22	6	"	Coat Gaug	2	65	3.90
23	12	Childs	Beb. Ita. Stl Tipe Bal	430	1.00	12.00
23	12	"	" Ita	" 473	1.00	12.00
24	12	"	Kid	" 446	1.00	12.00
				Cartage		.75
						$ 974.30

There is due and remaining unpaid from the defendant to the plaintiff on said first cause of action the sum of Nine Hundred Seventy Four and 30/100 Dollars which they claim with interest from Oct. 1st 1883.

III. Second cause of action, Plaintiffs say their second cause of action is

founded upon an account for goods sold and delivered by the plaintiff to the defendant, all his request and of which account the following is a copy.

Exhibit "B"

Cleveland O. Nov. 1st 1883

D. Weinberger, Richwood. Bought of Adams & Ford Manufacturers and Wholesale Dealers in Boots and Shoes 60 & 62 Bank St. Agents for Candee Rubber Goods.

Case No.	Pairs		Stock No.	Price	
25	1	4 Seams C B Calf Vamps Pride Bt	1642		233.00
26	12	" " Select Goat Slips	645	.80	9.60
26	12	" Misses Carp Balt Sewed Stand Pol	89	1.50	18.00
26	12	" A. " Bg Pol	13-13	1.00	12.00
26	12	" Reb. Toe "	319	1.40	16.80
26	12	Misses Carp Balt Stand Pol	335	1.25	15.00

There is due from the defendant to the plaintiff on the second cause of action the sum of One Hundred Three and 40/100 Dollars which they claim with interest from December 1st 1883.

III. Third Cause of Action: The plaintiffs say their third cause of action is founded upon an account of which the following is a copy.

"Exhibit C."

Cleveland O. Nov. 9th 1883

D. Weinberger Richwood, O. Bought of Adams and Ford Manufacturers and Wholesale Dealers in Boots & Shoes. 60 & 62 Bank St. Agents for Candee Rubber Goods

Case No.	Pairs		Stock No.	Price	
1.	12	Misses Kid Pol.	1021	1.15	$13.80
1.	1	Mens Calf Split Bang	1816		3.00

There is due and remaining unpaid from the defendant to the plaintiffs on their third cause of action the sum of Sixteen and 8/100 Dollars which they claim with interest from December 9th 1883. Plaintiffs therefore pray judgment for the sum of One Thousand Ninety Three and 50/100 Dollars with interest on Nine Hundred Seventy Four and 30/100 Dollars ($974.30/100) from October 1st 1883, Interest now $104.49/100 from December first 1883, and interest on $16.80/100 from December 9th 1883. Robinson & Piper Attorneys for Plffs.

State of Ohio }
Perry County ss. } L. Piper being duly sworn according to law says he is one of the Attorneys of the plaintiffs Adams and Ford duly authorized and the reasons that all the members of said firm of Adams and Ford are now residents of the said County of Perry and are now absent therefore 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 25th day of Jan. A. D. 1884

Praecipe

To Clerk:-

Issue summons upon the petition in the foregoing case to the Sheriff of Perry County for the defendant D. Weinberger, returnable according to law. Endorse Amount claimed $1075.50/100 with interest on $974.30 from Oct. 1st 1883. Interest now $104.49/100 from Dec 1st 1883 and interest now $16.80 from December 9th 1883.

Robinson & Piper Attorneys for Plaintiff.

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:-

(over)

Summons — The State of Ohio, Union County, ss. }

Summons in Action for Money Only

To the Sheriff of the County of Union Greeting:-

4441 We command you to notify D. Weisenberger that he has been sued by Adams and Ford in the Court of Common Pleas of Union County, and that unless he answers by the 23rd day of Feb. A.D. 1884 the petition of said Adams and Ford against him filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 4th day of February A.D. 1884.

Witness my hand and the seal of said Court, this 25th day of January A.D. 1884

Seal — J. Q. Burgner, Clerk

Said Writ was indorsed as follows to-wit:- Amount Claimed, $1095.50 and interest as follows: On $947.30 from Oct. 1st 1883. On $104.40 from Dec 1st 1883 On $16.80 from Dec. 9th 1883.

Robinson & Piper Plaintiffs Attorney.

Afterward on the day of 1884 said writ was returned and filed with the following endorsement thereon, viz:-

Sheriff's Return — The State of Ohio, Union County, ss. }

Sheriff's Return

Received this Writ January 25th A.D. 1884 at 4 o clock P.M. And pursuant to its command on the 26th day of January 1884 I served the same by leaving at the usual place of residence of the within named defendant D. Weisenberger a true copy of this Writ with all the endorsements thereon. Sheriffs Fees: Service 30, Mileage 2.56, Copy .20, Total $3.06

John Hobensack Sheriff

Afterward on the 17th 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 — Adams & Ford Plaintiffs vs. D. Weisenberger, Defendant }

Entry
Money Only

4441 Now come the plaintiffs herein and the defendant being in default for answer 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. Weisenberger is indebted to the plaintiff in the sum of Eleven Hundred One and 99/100 Dollars ($1101 99/100) It is therefore considered by the Court that the said plaintiff recover from the said defendant D. Weisenberger the said sum of Eleven Hundred One and 99/100 Dollars ($1101 99/100) with interest from April 14th 1884 and their costs herein expended taxed to $

Attest J. Q. Burgner Clerk
By A. R. Burgner, 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 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.

Heretofore, to-wit:-

On the 12th day of January A.D. 1884, a Petition was filed with the Clerk of said Court which reads as follows, to-wit:-

Petition — R. M. Connable, John L. Connable and }

Petition

Locke Comstock, doing business under firm name and style of R. M. Comstock & Company, Plaintiffs

vs.

D. Weisenberger, B. Weisenberger, Lena Weisenberger, H. Sandowitz and S. S. Gardiner, Defendants

Court of Common Pleas
Stevens County, Ohio.

Petition

4428

Plaintiffs say that this their cause of action is for a certain account for goods sold and delivered to the defendant D. Weisenberger of which account the following is a copy with all the credits:-

If this bill is paid in 10 days 6% can be deducted. If paid in 30 days 5% can be deducted. If not paid in 30 days no discount will be allowed.

Dayton, Ohio, January 11th 1884

Mr. D. Weisenberger, Richwood Ohio, Bought of R. M. Comstock & Company
Manufacturers of the "Buckeye" Overalls, Jackets, Jumpers etc. 322 East First Street.

Nov. 20.	2	Doz	Overalls	@ 6.00	$ 12.00
	1	"	Boys	6	4.50
	1	"	Overalls	21	9.00
	1	"	"	20	8.50
	1	"	"	8	7.50
	1	"	"	8.	7.00
	2	"	"	Jn	15.00
	2	"	"	2	17.00
	2	"	"	11	17.00
	1	"	Jackets	20	9.00
	1	"	"	11	9.00
	1	"	"	2	9.00
					$ 124.50

There are no credits to be entered upon said account. There is due the plaintiffs on said account from the defendant D. Weisenberger the sum of One Hundred Twenty Four and 50/100 Dollars which they claim with interest from the twentieth day of December A. D. 1883. Plaintiff therefore asks judgement for the said sum of $124.50/100 with interest from December 20th 1883

Robinson and Piper Attorneys for Plaintiff

State of Ohio
Stevens County ss. } John C. Comstock being duly sworn says he is a member of the firm of R. M. Comstock & Co. duly authorized in the premises and that the facts stated and allegations in the foregoing petition are true as he verily believes.

John C. Comstock Jr.

Sworn to before me by John C Comstock Jr. and by him subscribed in my presence this twelfth day of January 1884.

J. C. Burgener Clerk
By H. M. Winget Deputy

Praecipe

To Clerk:-

Issue Summons upon the petition in the foregoing case to Sheriff of Stevens County, Ohio, for D. Weisenberger, B. Weisenberger, Lena Weisenberger H. Sandrowitz and S. S. Gardiner returnable according to law. Endorse Account- Amounted $124.50/100 with interest from December 20th 1883 and also order of attachment against D. Weisenberger, B. Weisenberger Lena Weisenberger and H. Sandrowitz.

R. M. Comstock & Co
by Robinson & Piper their Attorneys

R. M. Comstock & Co. Plaintiffs

vs

D. Weisenberger et. al. Defendants

Court of Common Pleas
Stevens County O.
Affidavit

Affidavit

The said John L. Connable Jr. one of the plaintiffs in above entitled action being first duly sworn deposeth and saith that the said R. M. Connable & Company have commenced an action in said Court against D. Wiesenberger one of the defendants to recover the sum of One Hundred and Twenty Four and 50/100 Dollars now due and payable to said plaintiffs from the said defendant D. Wiesenberger on an account for goods before that time sold and delivered to the said defendant D. Wiesenberger at his request and the said John L. Connable Jr. further saith that the said claim of the said plaintiffs is just and that there is now justly due them on said account from the said defendant D. Wiesenberger the sum of One Hundred Twenty Four and 50/100 Dollars and said affiant further saith that the said D. Wiesenberger has assigned his property with intent to defraud his creditors and further this defendant saith not.

John L. Connable Jr.

Sworn to before me by John L. Connable Jr. and by him subscribed in my presence this 12th day of January A.D. 1884. John Q. Burgner Clerk

By W. W. Winget, Deputy

On the 12th day of January A.D. 1884, a Summons was issued by the Clerk of said Court, which reads as follows, to-wit:-

The State of Ohio }
Summons Union County, ss. } Summons

To the Sheriff of the County of Union, Greeting:-

4428 We command you to notify D. Wiesenberger, R. Wiesenberger, Lena Wiesenberger, H. Sandowitz and S. S. Gardiner that they have been sued by R. M. Connable & Co. in the Court of Common Pleas of Union County, and that unless they answer by the 9th day of February A.D. 1884 the petition of said R. M. Connable & Co. against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 21st day of January A.D. 1884.

Witness my hand and the seal of said Court, this 12th day of January A.D. 1884.

Seal

J. Q. Burgner, Clerk.

By W. W. Winget, Deputy

Said Writ was endorsed as follows, viz:- An action for amount claimed $124 50/100 Interest from December 20th 1883. Robinsons & Piper Plaintiffs Atty's

Afterward on the 14th day of January A.D. 1884, said writ was returned and filed with the following endorsement thereon, to-wit:-

Sheriffs The State of Ohio }
Return Union County, ss. } Sheriffs Return

Received this Writ January 12th A.D. 1884, at 9 o'clock A.M., and pursuant to its command, on the 12th 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 D. Wiesenberger R. Wiesenberger Lena Wiesenberger and H. Sandowitz and by delivering a certified copy of this Writ to S. S. Gardiner, the within named defendants.

Sheriffs Fees:- Service 90, Mileage 2.80, Copy 1.00; Total:- $4.70

John Hobensack, Sheriff.

On the 12th day of January A.D. 1884, an Order of Attachment was issued by the Clerk of said Court which reads as follows, viz:-

The State of Ohio }
Attachment Union County, ss. } Attachment

Court of Common Pleas of Union County.

4428 R. Mc. Comrable & Co. Plaintiff
vs.
O. Weinenberger et. al. Defendants

To the Sheriff of Vernon County:-
You are commanded to attach and safely keep the lands, tenements, goods, chattles, stocks or interest in stocks, rights, credits, moneys and effects of the defendants, O. Weinenberger, Dena Weinenberger, B Weinenberger and H. Sandervitz not exempt by law from being applied to the payment of the claims of the plaintiff R. Mc. Comrable & Co or so much thereof as will satisfy their claims for One Hundred Twenty-four and 50/100 Dollars with interest from Dec. 20th 1883 and also for One Hundred Dollars, the probable cost of this action. You will make due return of this Writ on the 21st day of January A. D. 1884.

Witness my hand and the Seal of said Court this 12th day of Jany.
Seal, A. D. 1884. J. L. Bourgeois Clerk of the Circuit Court of Common Pleas of Vernon Co
By M. Mc. Wingert, Deputy

Office Sheriff of Vernon County, Ohio. Hillsville January 14th A. D 1884
Received this order on the 12th day of January A. D. 1884, and agreeably to the commands thereof, I did, on the 14th day of January A.D. 1884, in the presence of O. F. Parsons and J. D. Hosler two freeholders of said County attach the property described in the Schedule marked "A" hereto attached and made part of this Return, and having first administered to said freeholders the oath required by law, to make a true inventory and appraisement of said property, we proceeded to make such inventory and appraisement as will fully appear by reference to said Schedule "A".
Sheriffs Fees: Service .75, Copies .30, Mileage 5.12, Swon Oppts. 1.20, Inventory and Oppsl 1.00, Cartage 3.00, Storage 5.00, Care of Property 2.00, Total 18.37, Appraisers Fees 3.00 Total $ 21.37. (John Hobensack Sheriff)

Schedule "A" We, T. Marden Deputy Sheriff of Vernon County and O. F. Parsons and J. D. Hosler two freeholders of said County, do hereby inventory and appraise the property attached under the foregoing order, as the property of O. Weinenberger & Co of Richmond Ohio and hereinafter described as follows, viz:

10	Suits of Clothes	$ 74.00
11	" " "	64.00
7	Over Coats	30.00
10	Suits of Clothes	67.75
14	" " "	77.00
		$332.75

Given under our hands this 14th day of January A. D. 1884.
T. Marden Deputy, Sheriff
O. F. Parsons. J. D. Hosler.

On this 21st day of January 1884 by order of J. N. Robinson plaintiffs Atty. the above mentioned articles, namely 45 Suits of Clothes and 7 over coats — valued by the Appraisers at $332.75 were Returned over to S. S. Gardiner assignee and by the same order this writ was returned per this 25th day of January 1884.
John Hobensack Sheriff Vernon Co.

Afterward, per this 5th day of February A. D. 1884 an Entry was made in the Journal by the Clerk of said Court which reads as follows, viz:

Entry 4428 R. Mc. Comrable & Co. Plaintiffs
vs.
O. Weinenberger et. al. Defendants

Journal Entry
This day came the plaintiff and the defendants and it appearing that S. S. Gardiner Assignee of O.

Weisenberger has taken possession of the goods assigned, by consent the attachment is dissolved and the Sheriff directed to return to said assignee the goods he had seized on the Writ of Attachment to be sold and the proceeds distributed as the Court shall hereafter order. And as to all the parties except D. Weisenberger this cause is dismissed without prejudice to the rights of any party to this cause and as to said D. Weisenberger this cause is continued.

Afterward on the 17th 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:-

R. M. Ormable & Co Plaintiff }
Entry vs. } Entry
D. Weisenberger et al. Defendants } Money Only

4428 Now came the plaintiffs herein and the defendants being in default for answer and demurrer the Court find that the defendants have been duly served with process and that the allegations of the petition are by them confessed to be true and that the defendant D. Weisenberger is indebted to the plaintiffs in the sum of One Hundred Twenty-Six and 8/100 Dollars ($126.8/100). It is therefore considered by the Court that the said plaintiffs recover from the said defendant D. Weisenberger the said sum of ($126.8/100) One Hundred Twenty Six and 8/100 Dollars with interest from April 14th 1884 and his costs herein expended, taxed to $

Attest J. Q. Burgner Clerk By A. R. Burgner 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 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. Heretofore, to-wit:-

On the 11th day of March A.D. 1883, the following petition was filed with the Clerk of the Court, to-wit:-

J. L. Fish, as Guardian of Thomas Elmer E. Moore }
John W. Moore and Mabel Moore, minors, Plaintiff } No. 4249
Petition Against } Court of Common Pleas
H. O. Hamilton, Defendant } Union County Ohio.
4249 Petition

The plaintiff, J. L. Fish, says that he is the legally appointed and qualified guardian of Thomas Elmer E. Moore, John W. Moore and Mabel Moore, who are minors. That by proceedings in partition heretofore had in the Court of Common Pleas of Union County, Ohio, in the case of H. O. Hamilton vs. W. T. Moore et als (No 4142) there was set off and assigned to Annie Moore, Thomas Elmer E. Moore, John W. Moore and Mabel Moore jointly the following premises, Situate in Jackson Township, Union County, Ohio; being a part of V. M. Survey Nos 9901 and 10780 and bounded and described as follows: Beginning at a stone (small white oak and blue ash) at the intersection of the Woodburn Road with the Boundary Road in the Greenville Treaty line Thence with said Woodburn Road N. 9° W. 91 54/100 poles to a stone; thence N. 81° E. 69 80/100 poles to a stake; Thence N. 9° W 39 poles to a stake in the South line of H. Nutzell's land; Thence with said line N. 81° E 34 70/100 poles to a stake at

the North-West corner of S. Snowdens land; thence with the West line of said land S. 9° E 130 44/100 poles to a stake at the South West corner of said S. Snowdens land in the said Boundary Road on the Zanesville Road line; thence with said line S. 81° W. 104 50/100 poles to the beginning containing 68 Acres more or less.

That since said petition was made said Annie Moore has sold and conveyed her interest in said premises to the defendant H. O. Hamilton. Plaintiff says that said Thomas Elenee Moore, John W. Moore, Mabel Moore and H. O. Hamilton are seized in common in said premises, and that they are jointly seized in fee simple of said lands and tenements in the following proportions, to-wit:- One fourth (1/4) belongs to Thomas Elenee E. Moore in fee: One fourth (1/4) to John W. Moore in fee. One fourth (1/4) to Mabel Moore in fee and One fourth (1/4) to H. O. Hamilton in fee. The plaintiff in proceeding, desiring that his said rights shall be set apart in severalty, prays that the said H. O. Hamilton may be made a party defendant to this petition and that the rights of petitioner's there exist, in said premises may be set off to each and all of them in severally; and if the same can not be done without manifest injury, then that said premises be sold as the order taken pursuant to the statute in such case provided

A. T. Carpenter, Attorney for Plaintiff.

The State of Ohio } ss.
Huron County, } J. L. Fish the above named plaintiff being sworn says that the facts stated and allegations contained in his foregoing petition are true as he verily believes. James L. Fish

Sworn to by J. L. Fish before me and signed by him in my presence this 7th day of May A. D. 1883. S. S. Gardiner Notary Public Seal

Praecipe To Clerk:-

Issue Summons for defendant returnable according to law.

Endorse "Action for Partition of Real Estate. A. T. Carpenter Atty for Plff.

On the 11th 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 } Summons
Huron County, ss. } To the Sheriff of the County of Huron, Greeting:

4249 We command you to notify H. O. Hamilton that he has been sued by J. L. Fish as Executor of Thomas Elenee E. Moore, John W. Moore and Mabel Moore in the Court of Common Pleas of Huron County, and that unless he answers by the 4th day of June A. D. 1883 the petition of the said plaintiff J. L. Fish Executor of Thomas Elenee E. Moore et al. against him filed in the Clerks Office of said Court, such petition will be taken as true, and judgement rendered accordingly. You will make due return of this Summons on the 21st day of May A. D. 1883.

Witness my hand and the seal of said Court, this 11th day of May A. D. 1883. J. Q. Barrows Clerk.

Seal

Endorsed:- Ins action for Partition of Real Estate. A. T. Carpenter, Plaintiffs Attorney.

Returned and filed May 22nd 1883. Endorsed as follows to-wit:-

Sheriffs Return The State of Ohio } Sheriffs Return
Huron County, ss } Received this Writ May 11th A. D. 1883, at 3 o'clock P. M. and pursuant to its command on the 12th day of May 1883 I served the same by delivering a true copy of this writ with endorsement thereon to the within named defendant H. O. Hamilton. Service 3.00, Mileage 2.56, Copy 20, Total $ 3.06 John Hinbenach Sheriff

Afterward on the 9th day of July A.D. 1883, an Entry was made in the Journal by the Clerk of said Court which reads as follows, to-wit:-

J. L. Fisk, as Guardian etc. Plaintiff	No. 4249
vs.	Journal Entry
H. O. Hamilton, Defendant	

Entry

4249 And now came the said J. L. Fisk Guardian etc. by A. T. Carpenter his Attorney and thereupon this cause came on to be heard upon the petition and the evidence and was argued by the counsel, on consideration whereof the Court do find that due notice of the pendency and object of this action has been given to the defendant according to law: And the Court do further find that said Thomas Elmer E. Moore has a legal estate in and is siezed in fee simple of the one fourth part of the said premises: and the Court do further find that the said John W. Moore, Mabel Moore and H. O. Hamilton are tenants in common in said premises with the said Thomas Elmer E. Moore in the following proportions to-wit: that the said John W. Moore, Mabel Moore and H. O. Hamilton are each siezed of the one undivided one fourth part thereof. It is therefore ordered that a writ of partition issue to the Sheriff of said County commanding him that by the oaths of A. S. Mowry, John Graham and Daniel A. White partition be made of said lands in the following proportions, to-wit:- To the said Thomas Elmer E. Moore one fourth part. To the said John W. Moore one fourth part. To the said Mabel Moore one fourth part. To the said H. O. Hamilton one fourth part. And it is further ordered that the Sheriff return his proceedings in the premises forthwith.

Afterward a Praecipe was filed with the Clerk of said Court which reads as follows, to-wit:-

Praecipe

J. L. Fisk, Guardian &c Plaintiff	Court of Common Pleas, Union County, SS.
vs.	Marysville July 9th 1883
H. O. Hamilton, Defendant	To the Clerk of Said Court:- Issue a

Writ of Partition in the above case returnable according to law.

A. T. 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, to-wit:-

Writ of Partition

The State of Ohio	Writ of Partition
Union County, SS.	To the Sheriff of said County, Greeting:-

4249 We Command You, That without delay, by the oaths of A. S. Mowry John Graham and Daniel A. White you cause partition to be made of the following described premises, situate in the County of Union and State aforesaid, to-wit: Being a part of V. M. Survey Nos 9901 and 10780 and bounded and described as follows: Beginning at a stone (small white oak and blue ash) at the intersection of the intersection of the Woodburn Road with the Boundary Road in the Greenville Treaty line: thence with said Woodburn Road N. 9° W. 91 54/100 poles to a stone: Thence N. 81° E 69 80/100 poles to a stake; Thence N. 9° W. 89 poles to a stake in the South line of H. Nutzells land: Thence with said line N. 81° E. 34 70/100 poles to a stake at the North West corner of S. Snowdone land: Thence with the West line of said land S. 9° E. 130 54/100 poles to a stake at the South West corner of S. Snowdens land in the said boundary road in the Greenville Treaty line: thence with said line S. 81° W. 104 50/100 poles to the beginning, containing 68 Acres more or less among the persons named herein and in the following proportions, to-wit:

To Thomas Eleanor E. Moore party fourth part, to John W. Moore one fourth part, to Mabel Moore one fourth part to H. O. Hamilton one fourth part, in pursuance of an order lately made in our Court of Common Pleas within and for said County of Vinton on a certain Petition for Partition wherein the said J. D. Fisk as Guardian &c. petitioner and the said H. O. Hamilton is respondent; and that upon proceedings in the premises you distinctly certify, under your hand, to our said Court forthwith.

Witness my name and the seal of said Court of Common Pleas at the Court House in Wanpeville, this 9th day of July A. D. 1883

J. D. Burgess, Clerk

Said Writ once returned and filed July 1883 endorsed as follows, to-wit:-

Sheriff's Return

Sheriff's Return

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of A. S. Mowry, John Meahaven and David A. White causing said partition to be made, as will fully appear by the report of the Commissioners herewith returned.

Given under my hand, this 14th day of July A. D. 1883.

Sheriff's Fees:- Service 60, Mileage 2.56, Executing Writ 1.50 Swearing Oaths 1.20 Drawing Oath 2.50, Deputy Fees 8.00 Total, $17.86

John Mohrenack Sheriff

Commissioners' Report

J. D. Fisk, Guardian &c. Plaintiff
Against
H. O. Hamilton, Defendant

Civil Suit #2479

County of Vinton ss. Court of Common Pleas
for 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 $50.00 per acre, amounting to Three Thousand Four Hundred Dollars. Fees:-

A. S. Mowry, Commissioner $1.00. A. S. Mowry Surveyor for 13 hours work $5.00
John Meahaven Commissioner $1.00. Daniel A. White Commissioner $1.00

Given under our hands, this 13th day of July A. D. 1883.

A. S. Mowry
John Meahaven
Daniel A. White
} Commissioners

Affirmed on the 14th day of July A. D. 1883, and Entry ever made on the journal by the Clerk of said Court which reads as follows, to-wit:-

J. D. Fisk as Guardian &c. Plaintiff
vs.
H. O. Hamilton Defendant

Entry #2479

In Vinton Common Pleas
No. 2479
Entry

On motion of A. T. Carpenter, Counsel for said petitioner, 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; 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 estate could not be divided by metes and bounds without manifest 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 Vinton, 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.

Praecipe 4249

J. D. Fisk, Executrix etc, Plaintiff
vs.
H. C. Hamilton, Defendant

Court of Commons Pleas Vernon County Ohio
Marysville, Mar. 7th 1884
To the Clerk of Said Court:-
Issue Order of Sale in
the above case returnable according to law. Plaintiffs Attorney.

Order of Sale 4249

On the 7th day of March A.D. 1884, an Order of Sale in Partition 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 Partition.

To the Sheriff of said County, Greeting:

You [illegible] of the order of your Court of Commons Pleas, within and for the County of Union at the April Term, A.D. 1883, in a certain Petition for Partition wherein David A. Fisk Executrix etc was plaintiff and H. C. Hamilton is defendant, 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 Jackson Township, Union County, Ohio. Being part of U. S. Survey No. 2901 & 10750 and described as follows: Beginning at a stone (small white rock and blue oak) at the intersection of the Woodburne Road with the Boundary Road on the Unionville Treaty Lines, Thence with said Woodburne Road N. 9° W. 91 5/100 poles to a stone; Thence N. 81° E. 69 8/100 poles to a stake; Thence N. 9° W. 39 poles to a stake in the South line of W. Kentzell's land; Thence with said line N. 81° E. 34 70/100 poles to a stake at the North West corner of S. Saunders land; Thence with the West line of said land S. 9° E. 130 5/100 poles to a stake at the South West corner of said S. Saunders land on the said Boundary Road on the Unionville Treaty line; Thence with said line S. 81° W. 104 50/100 poles to the beginning containing 68 acres more or less. Appraised at $3400.00 and that you proceedings in the premises you make known to me, now said Court of Commons Pleas at their next term; and have you there and there this Writ.

Witness my Hand and the Seal of the said Court at Marysville this 7th day of March A.D. 1884. J. D. Bonnett Clerk
By W. W. Winget Deputy

Seal

Sheriff's Return

Sheriff's Return

As commanded by this Writ, I have caused the lands and tenements herein described, to be duly advertised for thirty days next preceding the day of sale in the Marysville Tribune a newspaper printed and in general circulation in Union County, Ohio; and on the 12th day of April 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 there came David A. Fisk who bid the sum of Two Thousand Eight Hundred and Fifty Six Dollars $2856.00 for the same; said sum being more than two-thirds the appraised value; and he being the highest and best bidder was declared purchaser. Sheriffs Fees:- Service .30, Mileage .16, Copy to Printer .30, Poundage 17.14 Total 17.90. Deed 2.00, Recording Mortgage 1.20 Total $ 3.20 Printers Fees 14.00 Total $ 35.10

Jason Harbensack Sheriff of Union County Ohio

Entry 4249

Affirmed on the 18th 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

J. D. Fisk Executrix, Plaintiff
vs.
H. C. Hamilton, Defendant

Sheriff's Sale
Court of Commons Pleas, Union County, Ohio.
One 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 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 Jackson Township, County of Union State of Ohio and being a part of Virginia Military Survey Nos. 1701 and 10750, and described as follows: Beginning at a stone (small white oak and blue ash) at the intersection of the Woodstown Road with the Boundary Road on the Greenville Treaty line, thence with said Woodstown Road North 9° West-91 5/10 poles to a stone, Thence North 81° East 67 and 8/100 poles to a stake, Thence North 9° West-39 poles to stake on the South line of W. Kintzel's land; Thence with said line North 81° East-24 and 7/100 poles to a stake at the North West corner of S. Snowdens land; Thence with the West line of said land South 9° East-130 and 5/100 poles to a stake at the South West corner of said Snowdens land on the said Boundary Road on the Greenville Treaty line; Thence with said line South 81 West-104 and 5/100 poles to the beginning, containing 68 acres more or less. Appraised at $3.700.00 Terms of Sale- One-third cash, one-third in one year, one-third in two years with interest on deferred payments secured by mortgage. March 12th 1884 $1.25/00.

John Mohrenstecher Sheriff of Union County O.
A.T. Carpenter, Attorney

The State of Ohio }
Union County, ss. } The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the Marysville Tribune, a newspaper of general circulation in the County of Union, the first publication beginning with March 15th 1884

W. O. Shaver

Sworn to and subscribed before me, this 18th day of April 1884

J. L. Burgener Clerk

Affirmed, on the 8th day of May A. D. 1884, and Entry made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

J. L. Fisk (Guardian) Plaintiff
vs.
M. O. Hamilton, Defendant.

Entry
Case No. 4249

Entry
4249

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 said Sheriff is ordered by deed duly executed to convey said premises to David A. Fisk the purchaser 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, One Hundred and Sixty-three and 7/00 Dollars being the taxes and ditch assessments now as liens on said premises. Secondly, to the Clerk of this Court the costs of this action (including as counsel fee of $67.34 to A.T. Carpenter for his services herein) all taxed to the sum of $134.30. Thirdly, And of the residue of the proceeds of said sale to the plaintiff as guardian of Thomas Edwin & Minnie W. Moore and Mabel Moore three fourths of the balance of the cash proceeds, to wit: The sum of $788.06 and also three fourths of the note for the deferred payments. To the defendant H. O. Hamilton one fourth of the balance of the cash proceeds, to wit: the sum of $162.68 and also one fourth of the notes for the deferred payments. It further appearing that the purchaser is willing to assume and pay the $16.76 tax and ditch assessment as the same become due, the Sheriff is authorized to credit him with that amount on the first payment and he is to pay said tax and assessment.

Attest- J. L. Burgener Clerk By A. R. Burgener 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 Tenth Judicial District in 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 8th day of November A.D. 1884, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

Margarette A. Johnson, Plaintiff
vs
John B. Johnson, Lewis Thompson Sr,
Lewis Thompson Jr. and Samuel Myers Defts.

State of Ohio Union County
Court of Common Pleas
Petition

4366 Plaintiff says she is a bona fide resident of the State of Ohio for more than a year last past and is now a resident of Union County Ohio. She further says that on the 24th day of December A.D. 1879, at New Dover, Ohio she was lawfully married to the said John B. Johnson, and that as the fruits of said marriage they had born to them the following children, Maud May Johnson born Aug. 29th A.D. 1880 Austin Erwin J. Johnson September 14th 1881. That said plaintiff has always conducted herself toward the defendant as a faithful, obedient and affectionate wife. But that said defendant disregarding his marital duties toward the plaintiff has been guilty of gross neglect of duty toward your petitioner. Abandoning the plaintiff and her little children and wholly neglecting to furnish her or her little children with the necessaries of life and she has been compelled to rely upon her own efforts to support herself and her children although she was in very poor health and he wholly refused to assist her in any manner whatever.

Plaintiff further says one Lewis Thompson Jr. and Lewis Thompson Sr. are indebted to the defendant [John B. Johnson] in the sum of about One Hundred Dollars, and one Samuel Myers is indebted to said defendant John B. Johnson in the sum of about Eighty Dollars. Plaintiff says that the defendant John B. Johnson is the owner of one half interest in fee in 2¼ acres of land in Dover Township Union County, Ohio, bounded as follows, to-wit:- on the East and North by the lands of J. Edwards and on the West by the Hammond and Richey Road and on the South by the lands of Jeff Richey. He is also the owner of a horse and buggy valued at two hundred dollars. Plaintiff says that he the defendant is threatening to dispose of said property and will dispose of the same to defeat her from her support and maintenance now that she has filed her petition against him, and will dispose of the money due him from said parties to-wit: Lewis Thompson Jr. and Lewis Thompson Sr. and Samuel Myers if not restrained by this Court. Plaintiff therefore prays that at the final hearing of this case she may be divorced from the defendant John B. Johnson, have her reasonable alimony and that she be decreed the custody care and education of said children and that this Court issue its writ of injunction restraining said defendant from in any manner interfering with the plaintiff and her children and that he be further restrained from in any manner disposing of or incumbering of his property or from collecting or disposing of said claims due him from the parties aforesaid and the Court further order that said Lewis Thompson Jr. and Lewis Thompson Sr. and Samuel Myers be restrained from paying any part of the money due the defendant to him or to anyone in his behalf or to any one whatever until further orders from this Court and for all proper relief. J. M. Kennedy. Atty. for Plaintiff

State of Ohio
Darke County ss. } Margaretta A. Johnson being duly sworn says the facts and allegations in the foregoing petition are true.
Margaret A. Johnson.
Sworn to and subscribed by the said Margaret Johnson before me this 8th day of November A.D. 1883.
J. Q. Boerger Clerk
Injunction allowed as prayed for in the petition without bond, until otherwise ordered by the Court of Common Pleas of Darke County Ohio November 8th 1883
John B. Doyle Probate Court
(Fee of Probate Judge $2.00 Paid by Plff.)

On the 8th day of November A.D. 1883, an Order of Injunction was filed with the Clerk of said Court which reads as follows, to-wit:-

Order of Injunction

Margaret A. Johnson Plaintiffs
vs.
John B. Johnson, Dennis Thompson Jr.
Dennis Thompson Sr and Samuel Myers Defendants } Before the Probate Judge Darke Co. Ohio
Motion for Temporary Injunction
The Court of Common Pleas
Darke County, Ohio.

4366 And now, on this 8th day of November 1883 came the plaintiff by J. M. Kennedy her attorney; and it being made to appear that there is at this term no Common Pleas, District, or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff, Margaret A. Johnson and after hearing the argument of Counsel, and being fully advised in the premises it is considered and ordered that a temporary injunction be and the same hereby is allowed in this case to restrain the said defendants John B. Johnson from in any manner interfering with the plaintiffs Children Willard Riley Johnson and Christine Ewert Johnson and that he be further enjoined from in any manner encumbering or disposing of his property as described in said petition and it is further ordered that the said Dennis Thompson jr. and Dennis Thompson Sr. and Samuel Myers be restrained from payment to said defendant John B. Johnson the property now in their hands or under their control until further ordered by the Court of Common Pleas as prayed for in said petition of plaintiff. It is further ordered that the Clerk of the Court of Common Pleas issue summons in this case endorsed injunction allowed on said plaintiff without bond and undertaking by the plaintiff.
John B. Doyle Probate Judge Seal

Margaret A. Johnson Plaintiff
vs.
John B. Johnson, Dennis Thompson Jr.
Dennis Thompson Sr + Samuel Myers, Defendants } Court of Common Pleas, Darke Co. Ohio
Praecipe
4366 Greenville, Nov. 8th 1883
To The Clerk of Said Court:- Issue Summons and copy of petition to John B. Johnson endorsed injunction allowed and Summons to Dennis Thompson jr. and Dennis Thompson Sr. and Samuel Myers endorsed injunction allowed.
J. M. Kennedy Atty for Plaintiff.

On the 8th day of November A.D. 1883, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons
The State of Ohio } Summons in Divorce
Darke County, ss. } To the Sheriff of Darke County:-
4366 You are commanded to notify John B. Johnson that Margaret A. Johnson has filed in the office of the Clerk of the Court of Common Pleas of Darke 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 be decreed the custody of

their children and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks former and after the service of this writ. You will make due return of this Summons on or the 17th day of November A. D. 1883.

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court at Zanesville this 8th day of November A. D. 1883. J. D. Bergaren Clerk

Seal By W. M. Winget Deputy Clerk

Endorsed "Summons in Action for Divorce and Injunction Allowed" Plaintiffs Attorney.

Said Writ was returned and filed Nov. 13th 1883 with the following endorsement thereon, viz:

Sheriff's Return: Received 2 o'clock P. M. on the 8th day of November A. D. 1883 and served the same by delivering a copy of the petition with a true copy thereof to this Writ with endorsements thereon to the within named John B Johnson. Sheriff's Fee: Service .20, Copy .20, Mileage 2.05: Total $2.45 John Hoberstock, Sheriff.

On the 8th day of November A. D. 1883, a Summons was issued by the Clerk of said Court on which same is as follows, to-wit:-

Summons

The State of Ohio } Summons
Muskingum County, ss. } To the Sheriff of the County of Muskingum, Greeting:

4366 We command you to notify Lewis Thompson Jr. Lewis Thompson Sr and Samuel Myers that they and each of them have been sued by Margaret A. Johnson in the Court of Common Pleas of Muskingum County, and that unless they answer by the 1st day of December A. D. 1883 the petition of said Margaret A. Johnson against them filed in the Clerk's Office of said Court, said petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 17th day of November A. D. 1883.

Witness my hand and the seal of said Court, this 8th day of

Seal November A. D. 1883 J. D. Bergaren, Clerk
By W. M. Winget Deputy

Endorsed: "Injunction Allowed." J. M. Kennedy Plaintiff's Attorney.

Said Writ was returned and filed Nov. 15 1/2 1883, with the following endorsement thereon.

Sheriff's Return: The State of Ohio } Sheriff's Return
Muskingum County, ss. } Received this Writ Nov 8th A. D. 1883, at 2 o'clock P. M. and summoned the within named Lewis Thompson Jr. Lewis Thompson Sr. and Samuel Myers to appear at the next regular term of this Court to be holden at the Court House in Zanesville in said County on the 1st Monday of December A. D. 1883 by delivering a true copy of this Writ with the endorsements thereon to Lewis Thompson Jr. Lewis Thompson Sr. and by leaving a true copy at the usual place of residence of the within named Samuel Myers. Sheriff's Fee:- Service .60, Mileage 1.60, Copy .60:- Total, $2.80 John Hoberstock, Sheriff.

Afterwards on the 11th day of December A. D. 1883, an Affidavit was filed with the Clerk of said Court which reads as follows, to-wit:-

Notice 4366 Margaret A. Johnson Plaintiff
vs.
John B Johnson et al. Defendants

Muskingum County Court of Common Pleas
Notice

The defendant will take notice that the plaintiff will apply to the Hon. John A. Price at the Court House in Zanesville Ohio at 2 P. M. of the 17th day of December A. D. 1883 or as soon thereafter as may be for an order for alimony pending the above suit. Margaret A Johnson by J. M. Kennedy her Attorney.

Afterward on the 24th day of December A. D. 1883, an Entry was made in the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry 4366 Margaret A. Jo
vs
John B. Johnson
pending Alimo
on Settlement
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by the Clerk of
Margaret A. J

Entry 4366 John B. Johnson
Lewis Thompson
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Albert Fogle
vs
Henry Wightm
Executors of the
John Hildebr

Petition 4179

Entry

4366

Margaret A. Johnson Plaintiff
vs.
John B. Johnson et. al. Defendants

Ans. 4366.

Journal Entry

This day by agreement of parties the controversy pending between said parties was settled and the defendant gave plaintiff Seventy five Dollars in Settlement of the same.

Affirmed on the 17th day of May A.D. 1884 an Entry was made in the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

4366

Margaret A. Johnson, Plaintiff
vs.
John B. Johnson, Lewis Thompson Jr.
Lewis Thompson Sr. and Samuel Rogers, Defendants

Ans. 4366

Entry

This cause came on for hearing upon the petition of the plaintiff, and the defendant being in default for answer or demurrer the Court finds that at the filing of the petition herein plaintiff had been a resident of Ohio for more than one year next preceding the same and was a bona fide resident of this County of Marion 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 toward this plaintiff and that by reason thereof the plaintiff is entitled to divorce. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Margaret A. Johnson and John B. Johnson be and the same is hereby dissolved and both parties are released from the obligations of the same. It is further ordered that the custody, care and education and control of the said children of the parties hereto, be confided to the said Margaret A. Johnson exclusively, and the said John B. Johnson is hereby enjoined from interfering in any manner with either of said children or with the plaintiff in the custody of them. But it is hereby ordered that said defendant John B. Johnson have the privilege of visiting said children at all proper times. Any violation of this privilege may be reported to this Court. It is further ordered and decreed and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of Two Hundred and Fifty Dollars in addition to the pendente alimony already allowed by the Court and that the injunctions heretofore granted be continued and extended until said alimony is paid. It is further considered by the Court that said Margaret A. Johnson recover from the said John B. Johnson her costs herein expended, and that execution is awarded therefor.

Attest- J. D. Burgner Clerk. By A. R. Burgner Deputy

Pleas before His Honor John A. Price Judge of the Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Marion 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. Heretofore, to-wit:- On the 6th day of January A.D. 1883, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

4179

Albert Fingle, Plaintiff
vs.
Henry Weightbargain and Eli Hildebrand Executors of the last will and testament of John Hildebrand deceased, Defendants

In the Court of Common Pleas of Marion County Ohio

The said plaintiff says that the said

Henry Hildebrandt and Eli Hildebrand are the duly appointed and qualified executors of the estate of John Hildebrand deceased. That said John Hildebrand died on or about the day of A.D. and before his death for more than six years was troubled with cancer on his face and was in ill health for a long period of time, and was very feeble and in ill health by reason of this cancer, and he being a man of about seventy eight years of age. That about the year 1881 he moved to the house of the said Albert Fogle for the purpose and at the request of the said John Hildebrand to keep, provide for and take care of him during his sickness. That the said Albert Fogle and his wife did care for, cook, wait on, build fire and nurse the said John Hildebrand at his request for the period of about nine months. That he was old, feeble and unable to take care of himself and that he could get no one else to care for or attend to him during his illness, and that he had an abundance of property and means to pay this plaintiff well for the care, attention, nursing and support that he required and that he would pay well for the same. Therefore at the request of the said John Hildebrand about the months of December 1880 the plaintiff consented to live with take care of and furnish the necessary nursing that the said John Hildebrand needed during his sickness. The said plaintiffs says that he and his wife did at the request of the said John Hildebrand cook, nurse, care for and attend to his wants during about nine months from December first 1880 That during all that period of time, he was unable to leave his house and a great portion of his time was confined to his bed and needed constant care night and day, which the said plaintiff and his wife did without the help of other assistance. That for a long period of time he was confined to his bed and it because a great care to keep him and his bed clean, all of which he and his wife did at his request. The plaintiff says there was no fixed agreement for said services. The plaintiff has not been paid any part for his services for said claim and avers that he is entitled to be paid out of said estate what his said services are reasonably worth and that said services rendered by this plaintiffs and his wife are worth the sum of Three Hundred Dollars and that the same is justly due him from said estate of John Hildebrand by reason of the premises and that there are no offsets against the same. Also the said John Hildebrand was indebted to the plaintiff —

To hauling wood one day December first	$ 2.50
To taking care of watering and feeding two head of horses 6 head of hogs 9 month	32.00
To cutting 20 cords of wood at 80 cents per cord	16.00
To cutting six wood, building one fire and hauling wood from the woods	15.00
To cleaning, white washing house all of which was done at the request and by the consent of the said John Hildebrand deceased	3.00
	$ 68.50

Therefore the said plaintiff asks judgment against the said defendants for $368.50. Wherefore plaintiffs prays judgment against said defendants executors of last will and testament of John Hildebrand deceased for the sum of $368.50 with interest from April first 1881 and for all proper relief

T. B. Benton Plffs Atty

State of Ohio }
Preble County, ss. } Albert Fogle plaintiff in the case being first duly sworn deposes and says that the facts contained in the foregoing petition are true as he verily believes

Albert Fogle.

Sworn to by Albert Fogle and signed by him in my presence this 10 day of Dec. A.D. 1882 R. L. Woodburne
Notary Public Seal

We hereby ... Executors of the ...

Afterwards ... Albert Fogle ... Against ... Eli Hildebrand ... Executors of ... John Hildebrand ...

... deceased to the ... 1. That the ... of action.

Afterwards ... with the Plaintiff ... Albert Fogle ... Against ... Henry Hildebrand ... Executors of ...

... petitioners of ... qualified ex... said John Hildebrand ... eighteen years ... Hildebrand ... the first day ... galeria ...

Eli Hildebrand ... one of the defendants ... answer, and ... Sworn to by ... day of January ...

One thousand ... said Court ... Albert Fogle ... Against ... Henry Hildebrand ... Executors of John ...

... hereby required ... Agreement ex... September 1880 ... 98 acres and ... of December ... the defendants ... Perrysville Ohio ...

Afterwards ... were filed ...

We hereby waive service and the appearance of Henry Highbargier and Eli Hildebrand Executors of the last will and testament of John Hildebrand deceased. Jan. 6th 1884

Porter & Porter Hildebrand & Highbargier, Adm's &c.

Afterward to Demurrer was filed with the Clerk of said Court which reads as follows.

Demurrer

Albert Fogle Plaintiff

Against

Eli Hildebrand and Henry Highbargier Executors of the last will and testimony of John Hildebrand, deceased, Defendants.

Court of Common Pleas
Putnam County Ohio
Demurrer

4179

And now comes the said defendants and demur to the petition of plaintiff and for ground of demurrer say:
1st That the petition of plaintiff does not state facts sufficient to constitute a cause of action.

Porter & Porter Attorneys for Defendants.

Afterward on the 14th day of January A. D. 1884, an Answer was filed with the Clerk of said Court which reads as follows to-wit:-

Albert Fogle Plaintiff

Against

Answer

Henry Highbargier and Eli Hildebrand Executors of John Hildebrand dec'd Defendants

Court of Common Pleas
Putnam County Ohio.
Answer

4179

The defendants for answer to the petition of plaintiff say: That they admit that they are the duly appointed and qualified executors of the estate of John Hildebrand deceased, and admit that said John Hildebrand is deceased and that he died at the age of seventy-eight years or upwards. They admit that plaintiff rented the farm of John Hildebrand deceased and moved on the place about the year 1880, to-wit: the first day of December 1880. And the defendants deny each and every allegation in said petition not herein expressly admitted.

about

Porter & Porter Attys. for Defendants

Eli Hildebrand being first duly sworn according to law makes oath that he is one of the defendants in the above action, that the facts stated in the foregoing answer are true as he believes.

Eli Hildebrand.

Sworn to by Eli Hildebrand, and subscribed by him in my presence this 15th day of January A. D. 1884.

J. D. Berryman Clerk

Notice

On the 15th day of January A. D. 1884, a Notice was filed with the Clerk of said Court which reads as follows to-wit:-

Albert Fogle Plaintiff

Against

Henry Highbargier and Eli Hildebrand Executors of John Hildebrand deceased, Defendants

Court of Common Pleas
Putnam County Ohio
Notice

4179

To the plaintiff Albert Fogle: You are hereby required to produce on the trial of the above entitled cause the Article of Agreement executed by you and John Hildebrand deceased, on the 14th day of September 1880, for the rent of the farm of John Hildebrand deceased of about 98 acres and under which you took possession of said farm, about the 1st day of December 1880. Said Article contains evidence pertinent to the issues and the defendants desire to use the same as evidence on said trial.

Putnam Ohio Jan. 15th 1884

Porter & Porter Attorneys for Defendants.

Afterward on the 15th day of April A. D. 1884, the following Amended Petition was filed with the Clerk of said Court to-wit:- (over)

Amended Petition

Albert Fogle Plaintiff
vs.
Henry Highbargain and Eli Hildebrand Executors of the last will and testament of John Hildebrand deceased, Defendants

4179

Union County Ohio
Court of Common Pleas
Amended Petition

The plaintiff says that the said Henry Highbargain and Eli Hildebrand are the duly appointed and qualified Executors of the last will of John Hildebrand deceased. That said John Hildebrand died on the 16th day of February A.D. 1882, and that on the 25th day of February A.D. 1882 said Henry Highbargain and Eli Hildebrand were duly qualified under the will of the said John Hildebrand by the Probate Court of Union County Ohio as such executors. That before and up to the time of his death said John Hilderbrand was afflicted with cancer on his face and was in very feeble health which difficulty and sickness had existed for more than six years before his death. That about the year A.D. 1880 John Hildebrand came to the house of the said Albert Fogle for the purpose of having the said Albert Fogle take care of and attend on him in his sickness. That the said Albert Fogle and his wife did thereupon care for said John Hildebrand at his request and by agreement with him such him, wait on and build fires for him and nurse him the said John Hildebrand as aforesaid for the period of nine months. That the said John Hildebrand was about 78 years old and was very feeble and wholly unable to care for himself and was unable to get any one but the plaintiff to care for him. and that he stated to the plaintiff that he had abundance of property and means to pay the plaintiff for his care and attention that he required during his sickness and would pay him well for the same. Thereupon at the request of the said John Hildebrand about the month of December 1880 the plaintiff covenanted to love with, take care of and furnish the necessary nursing that the said John Hildebrand needed during his sickness. The plaintiff says that he and his wife did at the request of the said John Hildebrand as aforesaid care for and attended to the wants of the said John Hildebrand for the period of nine months from the first of December A.D. 1880. That during all that time said John Hildebrand was unable to leave the house, and a great portion of the time confined to his bed. and needed constant care and attention night and day all of which the plaintiff and his wife did for the said John Hildebrand. The plaintiff says there was no fixed or stated amount of compensation agreed upon between the plaintiff and the said, now deceased, John Hildebrand but that the same are reasonably worth the sum of Three Hundred and Forty six and 50/100 Dollars. That on or about the 31st day of April A.D. 1882 he made out and presented to said Executors an attested account of his charges for said services as above set forth a copy of which is hereto attached and made a part of this petition marked "A" and that on or about the ___ day of April A.D. 1882, the exact date of which he is unable to state, said executors returned said account to the said plaintiff rejected. Plaintiff therefore asks judgment against the said Henry Highbargain and Eli Hildebrand as executors of John Hildebrand deceased for the sum of $346.50 with interest from the 30th day of April A.D. 1882 and for all proper relief

T. B. Beardsley
Attorney for Plaintiff

State of Ohio
Union County, ss
of the foregoing
Sworn to and

"A" Eli Hildeb
brand deceas
Dec. 25th 1880

June 16th 1881
State of Ohio
Union County
duly sworn
and maketh
that is no co
same is just
true from
Orleans and
Sworn to by
of April 1882
Before me

Bills of Items

Article of
between John
witnesseth, That
his home Salem
by Charles Hoop
David and
the privilege of
time, to wit:
from and the
Fogle is to give
have pasture
and some bo
back room of
The said Fogle
Hildebrand
the fence
the washing
flowers, meat
said Fogle
is to be in full
from and

State of Ohio
Huron County, ss. } Albert Fogle being first duly sworn says the facts and allegations of the foregoing petition are as he believes true.
Albert Fogle
Sworn to and subscribed by the said Albert Fogle this 15th day of April A.D. 1884
J. P. Burgner, Clerk.

Paper Marked "A."

"A." Eli Hildebrand and Henry Hoglebargain Executors of the estate of John Hildebrand deceased To Alfred Fogle.

Dec. 25th 1880	To Hauling wood from Scannell one day	$ 2.50
	To Waiting feeding and taking care of 2 head of horses 6 head of hogs	32.00
	To Cutting 20 cord of wood at 80 cts per cord	16.00
	To Carrying in wood, building fires hauling wood from woods	15.00
	To Taking care of John Hildebrand from — to — in all 9 days 9 nights	25.00
	To Dressing Cancer from Dec 11th 1881 to — in all — days at $2.50 per day	250.00
June 16th 1881	To Cleaning house, white washing etc.	3.00
		$346.50

State of Ohio
Huron County, ss. } Personally appeared before me Alfred Fogle who being first duly sworn says that he is the owner of the above account that said labor and material were furnished to the said John Hildebrand at his request that there is no counter claims against the same known to this affiant that the same is just and right and that the same is unpaid, that there is justly due him from said estate the sum of Three Hundred and Forty-six and 50/100 Dollars and that he holds no security for the same. (signed) Alfred Fogle.
Sworn to by Alfred Fogle and signed by him in my presence this 31st day of April 1882.
T. B. Benton Attorney Public
Before article is written in pencil:- "Not accepted." "Eli Hildebrand
Executors {Henry Hoglebargain

Article of Agreement

Article of Agreement
Article of Agreement entered into this 14th day of September 1880 by and between John Hildebrand of the first part and Albert Fogle of the Second Part witnesseth, That the said Hildebrand do by rent and lease unto the said Fogle his farm Situate in Duchess Township Huron County, Ohio. bounded on the North by Charles Draper on the East by Alf Bennett and Carpenter on the South by Isaac Laird and on the West by Rezelia on the west, for the terme of one year with the privilege of more and longer terme if both parties can agree, on the following terms, to-wit: The said Fogle is to have two thirds of all the crops raised on said farm and the said Hildebrand is to have the one third in the husked. The said Fogle is to give one half of the hay delivered in the barn. The said Fogle is to have pasture for two head of horses, two cows, thirty or forty head of sheep some Calves and some hogs. The said Fogle is to have the house and garden except the back room of said house, said Hildebrand is to have for his own use and purposes. The said Fogle is to have one half of the fruit raised on said farm and the said Hildebrand the other half, The said Fogle is to keep safe and keep in good repair the fences on said farm for the use of the said pasture. The said Fogle is to do the washing and cooking for said Hildebrand and the said Hildebrand is to furnish flower, meat and ____ of all kinds for himself. The said Hildebrand is to give the said Fogle possession as soon as James Laird leaves the said premises. This article is to be in full force and commencing on the first day of December 1880. The said farm contains about one hundred acres. In witness whereof we have

hereunto set our hands and seals this 14th day of September A.D. 1880.

John Hildebrand (Seal)
Albert Fogle (Seal)

Afterward, on the 19th day of April A.D. 1884, an Answer was filed with the Clerk of said Court which reads as follows to-wit:-

Answer

Albert Fogle Plaintiff
Against
Henry Highbargain and Eli Hildebrand
Executors of John Hildebrand, dec'd Defendants

Court of Common Pleas
Union County Ohio
Answer to
Amended Petition

4179 The defendants for answer to the petition of plaintiff say: That they admit that they are the duly appointed and qualified executors of the estate of John Hildebrand deceased and admit that said John Hildebrand is deceased and that he died at the age of seventy-eight years or upwards, and at about the time stated by plaintiff in his petition. Defendants deny that on or about the 21st day of April A.D. 1882 said account - a copy of which is attached to plaintiffs petition marked "A." and made a part of the same, was presented to said executors or to either of them for their allowance or rejection. And they deny that said account was at any time endorsed by them "Not Accepted" or returned to said plaintiff rejected. They deny that the words "Not accepted or their signature appearing to said words upon said account was made by them or either of them or by the authority of them. And defendants deny each and every allegation of said petition not herein specifically admitted. Defendants therefore ask to be dismissed with their costs.

Porter & Porter Attorneys for Defendants

Eli Hildebrand, one of the executors being duly sworn makes oath that the facts stated in the foregoing answer are true as he believes and that he is one of the defendants herein.

Eli Hildebrand.

Sworn to by Eli Hildebrand before me and signed by him in my presence this 18th day of April A.D. 1884

L. Piper Notary Public in & for Union Co. O.

Afterward on the 23rd 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

Albert Fogle Plaintiff
vs
H. Highbargain et al. Defendants

Entry

4179 This day came the parties by their attorneys, and this cause came on to be tried; and thereupon came a jury, to-wit: James P. Mahaffey John McEldey, George W. Smith J. P. Martin, O. G. Veal, G. S. Welch, John Hamilton Phillip Vanderau, Grafton Dibolt, Thomas Stone Alex. Christ and Jacob Temple who being duly impanneled 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:- The State of Ohio, Union County, ss. April Term 1884 to-wit: April 23rd 1884 Albert Fogle Plaintiff vs. Henry Highbargain and Eli Hildebrand Exrs. &c Defts (Was the plaintiff's claim and account, a copy of which is attached to the amended petition, presented to the defendants as Executors of the last will and testament of John Hildebrand, deceased, and rejected by them prior to the commencement of this suit?" Yes.) We find the value of plaintiffs services for John

Hildebrand, deceased, as set forth in his amended petition to be $ 230.00 Two Hundred and Thirty Dollars.

James T. Wakefield, Attorney

Afterward on the 24th day of April A.D. 1884, a Petition was filed with the Clerk of said Court which reads as follows, to-wit:-

Petition 4179

Albert Hogle Plaintiff
Against
Henry Higlebargine and others Defendants

Court of Common Pleas, Preble County, Ohio.
Petition for New Trial.

The defendant now comes and moves the Court to set aside the verdict and finding of the jury in this case and to grant a new trial for the following reasons, to-wit:- 1st The verdict of the services of plaintiff for John Hildebrand deceased as found and returned by the jury is excessive and is unwarranted by, and contrary to the evidence and the law of the case. 2nd The finding of the Jury with the presentation to the defendants of the claim sued upon by plaintiff and the rejection of the same by defendants as such executors is contrary to and is against the evidence. 3rd There are other errors in said case. Defendant therefore ask that said verdict be set aside and a new trial granted

Porter & Porter Attorneys for Defendants

Afterward, on the 17th day of May A.D. 1884, an Entry was made in the journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

Albert Hogle, Plaintiff
vs
Eli Hildebrand and Henry Higlebargine Executors of the estate of John Hildebrand deceased, Defendants

Entry.

This day this cause came on to be heard upon a motion of defendants for a new trial and the same being argued to the Court by Counsel and the Court being fully advised in the premises overrules said motion and renders a judgment upon the verdict found by the jury on a former day of this term against said defendants as said executors for the sum of Two Hundred and Thirty Dollars. It is therefore ordered and adjudged that said defendants as said Executors pay this plaintiff the sum of $ 230.00 and his costs taxed at $ To all of which ruling and judgment the defendants then and there and at the time excepted.

Attest-

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 Waynesville, within and for the County of Warren 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. Whereupon, to-wit:- On the 5th day of January A.D. 1884, the following Petition was filed with the Clerk of said Court, viz:-

Petition 4419

Hallington & Phillis Plaintiffs
vs.
Robert W. Thompson, W. S. Rodgers and J. B. Morgridge, James Thompson N. P. Thompson J. C. Rodgers, Sarah Robbins R. L. Woodburn D. Piper, J. W. Robinson and others, Defendants

Court of Common Pleas
Warren County Ohio
Petition

The Plaintiffs say that James Hallington and Charles Phillis are partners in business carrying on the building business

in Marysville, Ohio in the name of Pavlington and Wallis and that on the 17th day of December A.D. 1883 said Pavlington and Wallis obtained judgment in their favor against Rodgers and Thompson and R.W. Thompson and W.S. Rodgers for the sum of $9396 72/100 and $ cost in the Court of Common Pleas which judgment is in full force and unsatisfied. That on the 20th day of December 1883 a Writ of Execution issued upon said judgment by the Clerk of this Court directed to the Sheriff of said County commanding him of the goods and chattels, lands & tenements of said Rodgers and Thompson and of said R.W. Thompson and W.S. Rodgers to make said judgment and costs, which Writ said Sheriff received on the 20th day of December 1883 and levied upon the following real estate situate in said County as the property of Robert W. Thompson, to-wit:- Part of Surveys No's 5629 and 6493 and bounded as follows viz:- Beginning at a stone in the centre of the Marysville and Marlow Gravel Road and in the centre of the Wheeler and Green Gravel Road; Thence with the centre of said Wheeler and Green Gravel Road S.81° 40' W. 256 65/100 poles to a stone, Thence N. 8 1/2 W. 140 4/100 poles to a stone, Thence S.81° 20' W. 173 56/100 poles to a stone in the West line of said No's 5629 and 6493; Thence with said line N. 8 3/4 W. 99° 67' poles to a stone; Thence N. 18 1/4 W. 107 1/2 poles to a stone & brick Thence 80 3/4 E. 173 80/100 poles to a stone and brick, Thence S 8 1/2 E. 153 poles to a stone and brick Thence N. 81° 20' E 232 32/100 poles to a stone and brick in the centre of the Marysville and Marlow Gravel Road, Thence with the centre of said road S. 16 E 143 32/100 poles to the beginning containing 382 acres more or less. That at the same time the said Sheriff levied upon the following real estate situate in said County of Union in said Surveys bounded as follows, viz: Beginning at a stone in the centre of the Marysville and Marlow Gravel Road and in the North line of surveys 5629 and 6493, Thence with said line N. 80 3/4 W. 109 40/100 poles to a stone North West corner of said survey; Thence with the West line of said Survey S. 18 1/4 E. 76 78/100 poles to a stone and brick, Thence S. 80 3/4 E. 173 80/100 poles to a stone and brick, Thence N. 81° 20' E 232 32/100 poles to a stone and brick in the centre of the Marysville and Marlow Pike, Thence with the centre of said road N. 16° W. 156 57/100 poles to the beginning containing 342 acres more or less, taken as the property of said W.S. Rodgers which levy is still subsisting That said Robert W. Thompson and Josephine M. Thompson his wife on the 24th day of June 1882 executed to B.H. Warden a mortgage deed conveying said 382 tract to him to secure the payment to him of the sum of $10.000 to become due on the 1st day of January 1887 and four notes of $700.00 each given for interest on said $10 000.00 payable as follows, which mortgage was duly filed for record but whether said mortgage is valid or that sum is due or liable to come due thereon or what rate of interest the said Thompson bound himself to pay thereon the plaintiffs are unable to state. Plaintiffs further say that on or about the 17th of December 1883 the said Thompson and J.B. Morgridge for the purpose of placing said land beyond the reach of execution to satisfy said judgment and for the purpose of preventing the plaintiff from collecting the judgment aforesaid which they knew plaintiffs were about to take on the notes held by them against said Thompson and Rodgers and executed sometime prior thereto, made their arrangement to put said land out of said Thompson's name and for that purpose on or about the 17th day of December 1883, said Robert W. Thompson without consideration, with said fraudulent purpose executed a deed for said land to J.B. Morgridge but said deed has not been placed on record and is fraudulent and void as against the judgment and levy aforesaid. The said W.S. Rodgers on or about the 20th day of September 1882 executed to B.H. Warden

his Mortgage
July 1" 1883 = $3
all on 8 free cert
Union Co. Mor
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plaintiffs say
Mary D. Rodg
Beginning at
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James Thompson
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his Mortgage Deed to secure $3000 as follows to-wit- $500 due July 1st 1887- 272 22/100 $ due July 1st 1883 = $330. July 1, 1884; $330. due July 1st 1885; $330 due July 1st 1886, and $330 due July 1st 1887 all on 8 per cent interest after due as shown by said Mortgage Record in Vol. 18 Page 480 of Union Co. Mortgage Records. But the amount justly due or to become due thereon or what rate of interest has been counted thereon the plaintiffs are unable to state. The plaintiffs say that on the day of 1882 the said W. L. Rodgers conveyed to his wife Mary D. Rodgers one hundred acres out of said 242 acres Lot described as follows, to Beginning at the S. E. corner of the Colgrove or Hamilton farm in the center of the Hunter and Marysville Pike; thence N. 14 W with said road 151 poles to a stone North East corner of said Survey, thence N. 80 45' W. 98 poles to a stake and stone in North line of said Colgrove or Hamilton land, thence N. 8 3/4 & 91 poles to the beginning containing 100 acres more or less. But whether she hath a legal right to hold the same against the said judgment and levy plaintiffs are unable to state and therefore ask that she answer what was the consideration for said deed and for what purpose the same was executed to her. The plaintiffs say further that they have been informed that said James Thompson makes some claim upon said lands but they say that he hath no legal or equitable claim thereon as they believe and aver, and they can not state what it is. They further say that a vendi hath this day been issued upon said judgment with a clause directing said Sheriff if in his judgment said land levied upon is not sufficient to satisfy said judgment after praying the levies thereon that he levy upon further goods and chattels, lands and tenements of said defendants to satisfy said judgment and that said Sheriff hath this day levied on the following property as the partnership property of said Thompson and Rodgers, to-wit:- The warehouse and its fixtures and machinery, scales etc. therein at Dover in said County of Union. Also the store house and scales and fixtures and machinery therein, at Broadway of said County, and belonging thereto as the property of W. L. Rodgers on which said Robt. W. Thompson is interested and other property in said County of said parties. That said James Thompson, N. P. Thompson and J. O. Rodgers claim an interest in and to said property and more thereon levied on as aforesaid by virtue of said Vendi with claims for further levy. But the amount of such claims and whether the same is legal or not the plaintiffs are unable to state. But the plaintiffs say and they believe and aver that the property which they claim to have an interest in as aforesaid is far greater in value than the amount which they are liable for and that the said Thompson and Rodgers have a large interest therein which is liable to and should be applied in payment of the said plaintiffs claims. The plaintiffs say the said Thompson and Rodgers and said Robert W. Thompson and W. L. Rodgers or part of them hold a note secured by mortgage on Sarah Robbins for about $300. but the same does thereon or the amount due thereon or a full description thereof plaintiffs can not tell but it is secured by mortgage on Real Estate in Broadway of said County of Union. Plaintiffs say that R. H. Woodburn, D. Piper and J. K. Robinson on the 20th of December 1883 having obtained judgment against Robert W. Thompson in this Court for $300.00 and caused an Execution to issue thereon to the Sheriff of this County commanding him of the goods and chattels, lands and tenements of said Robt. W. Thompson he make said judgment and on said 20th of Dec. 1883 and before the said levy of the plaintiffs the Sheriff levied on said lot of land for 342 acres, but whether said claim is prior or better than that of plaintiff they will not aver. Therefore the plaintiffs pray

the said Thompson & Rodgers, said Robt. W. Thompson, W. S. Rodgers J. B. Morgeage, James Thompson, Nelson P. Thompson, J. C. Rodgers, Sarah Robbins, R. L. Woodburn L. Piper, J. W. Robinson, B. H. Warder, Mary L. Rodgers be all made defendants in this case, that said Warder and said Thompson answer under oath how much money of the $1000.00 was in fact paid to said Thompson, how much interest was taken out of the same at the start &c. That said James Thompson, N. P. Thompson and J. C. Rodgers answer how much they are liable as surety for said Rodgers and Thompson or either of them and that said Sarah Robbins may answer how much she owes said Rodgers and Thompson or R. W. Thompson or W. S. Rodgers and that she be required to pay the same into Court in order to satisfy said judgment of the plaintiffs. That said Mary L. Rodgers answer by what right she claims to hold said 100 acres of land and that said W. S. Rodgers and Robt. W. Thompson full answers make as to all property they have given, delivered, mortgaged or otherwise furnished to said James Thompson, N. P. Thompson and J. C. Rodgers to indemnify them as their sureties and state what claims and the amounts for which said parties are sureties for them and what sum they have paid for them thereon, and that all of said persons answer and set forth what they claim against all of said property, and that on final hearing that all of said premises and said property may be sold to satisfy said liens thereon, that the liens may be marshalled and that the said judgment of the plaintiffs may be be fully paid out of the proceeds thereof. The plaintiffs say that all of said real and personal property and said claims against the said Sarah Robbins are not sufficient probably to pay all the said liens which are valid on the same and that the lien of the plaintiffs is among the last of the same. That the rents and use of said lands and of said Ware House are valuable and if the said premises were placed in the hands of a Receiver a large sum could be obtained therefrom pending this suit. That unless a Receiver be so appointed to take possession of said premises and rent the same under the order of this Court there will not be sufficient of all of said property to pay the prior liens thereon and satisfy the plaintiffs said judgment and therefore the plaintiffs pray the Court to place said real property and Warehouse in the hands of a Receiver to rent until this cause can be adjudicated and that as said personal property is of a perishable nature that the same be sold under the order of the Court and the proceedings brought into Court and on final hearing that the same be distributed according to law and equity.

Robinson & Piper Attorneys for Plaintiff.

The State of Ohio }
Union County, ss. } W. C. Fullington being first duly sworn says he is the duly authorized agent of the plaintiffs in this behalf and the allegations of the foregoing petition are as he believes true.

W. C. Fullington

Sworn to before me and signed in my presence this 5th of Jany. 1884

J. L. Burgess, Clerk.

We enter our appearance in this case Jany. 17th 1884. R. L. Woodburn

L. Piper & J. W. Robinson by J. W. R.

Praecipe To the Clerk of Court:-

Issue a summons in this case to the Sheriff of Madison Co. for J. B. Morgage and to Clark Co. for B. H. Warder and to the Sheriff of Union Co. for Robt. W. Thompson, W. S. Rodgers, James Thompson, N. P. Thompson, J. C. Rodgers Sarah Robbins Josephine M. Thompson Mary L. Rodgers. Endorse "petition for marshalling of liens for equitable relief and sale of property to pay liens and other relief" Robinson & Piper Attys for Plffs.

On the 5th day of Janry. 1884, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons — The State of Ohio — Summons
Madison County ss. — To the Sheriff of the County of Madison, Greeting:-

44 19 — We command you to notify J. B. Worthington that he and others have been sued by Huntington and Shellis in the Court of Common Pleas of Madison County, and that unless he answers by the 2nd day of Feb. A.D. 1884 the petition of said Plaintiffs against him filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 14th day of January A.D. 1884.

Witness my hand and the seal of said Court this 5th day of Jan. A.D. 1884

Seal — J.C. Bongren, Clerk.

Endorsed: Petition for reforeclosing liens and for equitable relief and sale of property to pay liens and for other relief. Robinson & Pike Plffs Attys.

Said writ was returned and filed Janry 15th with the following endorsement thereon, viz:

Sheriffs Return — The State of Ohio — Sheriffs Return.
Madison County, ss. — Received this Writ January 7th A.D. 1884, at 9 o'clock A.M. and prosecuted to its command, on the 12th day of Janry A.D. 1884, I served the same by delivering to the within named J. B. Worthington in person a true and certified copy of this Writ with all the endorsements thereon. Sheriffs Fees: Service .30, Mileage 3.00 Copy .20, Return, One .25: Total $3.75 — John F. Johnson, Sheriff of Madison Co. Ohio

On the 5th of January A.D. 1884, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons — The State of Ohio — Summons
Union County, ss. — To the Sheriff of the County of Clark, Greeting:

44 19 — We command you to notify B. H. Warder that he and others have been sued by Huntington and Shellis in the Court of Common Pleas of Union County and that unless he answers by the 2nd day of Feb. A.D. 1884 the petition of said Huntington and Shellis 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 14th day of January A.D. 1884.

Seal — Witness my hand and the seal of said Court, this 5th day of January A.D. 1884 — J.C. Bongren, Clerk.

Endorsed: "Petition for re-marshalling of liens, for equitable relief and sale of property to pay liens and other relief. Robinson & Pike Plffs Attorneys.

Said Writ was returned and filed Janry 15th 1884 endorsed as follows, viz:

Service waived and appearance entered this 15th day of January 1884.

To Wit: Wm. McGregor & T. B. Huntington Attorneys for B. H. Warder

On the 5th day of January A.D. 1884, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons — The State of Ohio — Summons
Union County, ss. — To the Sheriff of the County of Union, Greeting:-

44 19 — We command you to notify Robt. W. Thompson, N. S. Rodgers, James Thompson, N. P. Thompson, J. C. Rodgers, Lucelle Robbins, Josephine W. Thompson and Mary L. Rodgers that they and others have been sued by Huntington and Shellis in the Court of Common Pleas of Union County, and that unless they answer by the 2nd day of Feb. A.D. 1884 the petitions of said Huntington and Shellis against them filed in the Clerks Office of said Court, such petitions will be taken as true and judgment rendered accordingly. You will make due return of this summons

our the 14th day of January A.D. 1884.

Seal Witness my hand and the seal of said Court, this 5th day of Janry. A.D. 1884. J.L. Bowersox, Clerk.

Endorsed: Petition for marshalling of liens, for equitable relief and sale of property to pay liens and other relief Robinsons & Piper Plaintiffs Attorneys

Said Writ was returned and filed Jan. 7th 1884, with the following endorsements thereon

Sheriffs Retrun

The State of Ohio } Sheriffs Return
Warren County, ss. } Received this Writ January 5th A.D. 1884 at 10 o'clock A. M. and personal to me commanded, on the 8th day of January A.D. 1884, I served the same by delivering a certified copy thereof with the endorsements to each of the within named Defendants. - Sheriffs Fees:- Levies 1.35, Mileage 3.60, Copy 1.60 Total $6.55

John Oberlack Sheriff

Afterward on the 16th day of February A.D. 1884, an Answer was filed with the Clerk of said Court which reads as follows, to wit:-

Answer

Charles Mullin & James Pendlington partners &c. Plffs. } Court of Common Pleas
vs Warren County Ohio.
Thompson & Rodgers and others, Defendants } Answer & Petition

Now 19

Now said R. L. Woodburn, L. Piper and J. W. Robinson come and for Answer to the plaintiffs petition against R.W. Thompson, Thompson & Rodgers and others and by way of Cross petition say that on the 2nd of December A.D. 1882 said R. L. Woodburn L. Piper and J. W. Robinson jointly obtained judgment against Robert W. Thompson in this Court for the sum of Three Hundred Dollars and on the same day a Writ of Execution was issued thereon directed to the Sheriff of this County of Warren and he immediately levied on the 342 acres of land in said petition described as the property of Robert W. Thompson to satisfy said judgment and said judgment and levy is still in full force and by virtue thereof these defendants have a lien on said lands from Dec. 20th 1883. That said debt for which said judgment was rendered was created long prior to that date and said action in which said judgment was rendered was pending prior to the Commencement of the September Term of said Court and through the said judgment was rendered Dec. 20th 1883, yet by virtue of the same being recorded during said September Term of said Court 1883, the lien by virtue of the judgment aforesaid relates back to the commencement of said Term, to-wit:- to the 10th day of September A.D. 1883 and should date to that time. That said pretended assignment or conveyance by said Robert W. Thompson to J. B. Morgridge should not affect these defendants right to an Order of Sale because they aver that the same was made after the liens of these defendants attached to said lands of Robert W. Thompson and further because they say the said conveyance was made without consideration and for the purpose, by said grantor and grantee to prevent the creditors of said Robert W. Thompson from collecting their debt against them. That is prevented these defendants from said Robert W. Thompson on said judgment the sum of Three Hundred Dollars with interest from Dec. 20th 1883, which is a lien on said lands next in priority to the two mortgage liens held thereon by Wonder defendants, and therefore they ask an order of sale and an order marshalling said liens and that out of the proceeds of the sale of said 342 acres of land the said defendants be paid $300.00 and interest to be paid and an order that said lands may be sold clear of clouds of title they ask that said deed of conveyance to said J. B. Morgridge be set aside and cancelled by the decree

of the Court and that such other and further relief be awarded them as may be right.
R. D. Wardrum, L. Piper & J. M. Robinson.

The State of Ohio }
Union County, ss. } J. M. Robinson being duly sworn says he believes the allegations of the foregoing Cross petition are all true
J. M. Robinson.
Sworn to before me and signed in my presence by J. M. Robinson one of the defendants Feby. 16th 1884
J. C. Bergener Clerk

Afterward on the 23rd day of Feb. A.D. 1884, the following Amended Petition was filed with the Clerk of said Court, to-wit:-

Amended Petition 2419

Fullington and Phellis, Plaintiffs }
vs. } Court of Common Pleas Union County, Ohio
Rodgers and Thompson et. al. Defendants }

Amended Petition

The said plaintiffs say they are partners doing a banking business as The Bank of Marysville in the name and style of Fullington and Phellis. That on the 19th day of December 1883 said plaintiffs took judgment in the Court of Common Pleas of Union County Ohio upon promissory notes executed one on Dec. 10th 1883 and the other some time prior thereto, against Rodgers and Thompson Robt. W. Thompson and W. S. Rodgers for the sum of $939 6?/100 debt and $ cost which judgment is still in full force and unpaid. That on the 20th day of December 1883 a Writ of Execution issued upon said judgment by the Clerk of said Court directed to the Sheriff of said County of Union commanding him to make said judgment of the goods and chattels and for want thereof of the lands and tenements of said Rodgers and Thompson and of said Robt. W. Thompson and W. S. Rodgers, and which writ was received by said Sheriff Dec. 20th 1883 and on the same day he seized on said execution and levied on the lands of said defendants for want of goods and chattels to-wit: the lot of 382 acres in said original petition described, in said County of Union as the property of said Robt. W. Thompson and on same day seized on said execution levied upon the 242 acres in said original petition described as the property of said W. S. Rodgers and returned said Writ on the day of December 1883 duly endorsed with said levies but also that he could not find other property or lands on which to levy to make judgment and that said lands were not sufficient to satisfy the prior liens thereon and the said judgment, and that they had no other goods or chattels, lands or tenements subject to levy &c. - That on the 5th day of January 1884 a Vendi was duly issued upon said judgment by the Clerk of said Court to the Sheriff of said County of Union commanding him to proceed to sell said lands and make further levy if in his judgment the said levy was insufficient, which writ was received by him on the 5th day of Jany 1884 and on the same day he seized on said Writ and levied upon the following property and real estate in said County of Union to-wit:- A Rail Road Ware house situate on the side of the Rail Road in Peoria in said County, used and occupied and owned by said Rodgers and Thompson together with the scales and machinery and furniture therein. Also the Rail Road Ware House situate on the side of the Rail Road in Broadway of said County used and occupied by said Rodgers and Thompson and owned by said Rodgers together with the scales and machinery and furniture therein, Also 100 head of yearling cattle - 22 head of horses, colts and mules 175 head of sheep and 50 head of hogs and two wagons and spring wagon and farm implements all of which were subject to any rights which James Thompson A. P. Thompson and J. C. Rodgers may have thereto by virtue of any assignment to them or valid chattel mortgage thereon to indemnify them as sureties for

said Rodgers and Thompson. The said liens are all still subsisting and create a lien on all of said property but subject to liens of other parties as hereinafter mentioned. 1st the said W. S. Rodgers conveyed to his wife Maria D. Rodgers 100 acres out of said 342 acres as described in said original petition but plaintiffs know not whether it was for a valuable consideration or not and ask that she answer what consideration she paid therefor and whether she claims anything in the rest of said lands. 2nd The said James Thompson, the plaintiffs are informed makes some claim upon the remaining 242 acres of land owned by W. S. Rodgers but the amount and nature thereof they cannot state but for the purpose of ascertaining whether it is valid or not they aver that it is not a valid claim as against the plaintiffs said judgment and levy. 3rd That Robert W. Thompson on the 17th day of December 1883 and after said notes were executed and while he knew the said plaintiffs required him and said Rodgers to pay their said indebtedness to the plaintiffs with the design and purpose of preventing the plaintiffs from collecting said claim and placing the said property beyond execution and to defraud the plaintiffs conspired with J. B. Mortridge, the father of his wife Josephine M. Thompson to aid him in said purpose and design and on said 17th day of Dec. 1883, in order to carry out said design and purpose executed a deed signed + acknowledged by himself and his wife aforesaid without consideration to said J. B. Mortridge for said 382 acre tract of land. but the plaintiffs aver the said deed is fraudulent and should be set aside as against the said judgment and levy of the plaintiffs. 4th The said James Thompson, N. P. Thompson and J. C. Rodgers claim to have a claim upon said two Ware houses and machinery + furniture and scales and upon all of said cattle, horses, colts, mules, sheep and hogs and wagons, buggy and farm implements and perhaps other property including growing wheat on said lands by virtue of pretended chattel mortgages and assignments and other instruments but the amounts and nature thereof they cannot state more fully than that it is claimed as indemnity to secure them against loss as sureties for said Rodgers and Thompson on notes to the Farmers Bank of Marysville. The plaintiffs say they are informed and believe that said James Thompson, N. P. Thompson and J. C. Rodgers have a large amount more of property in said chattel mortgages assignments, mortgages and other instruments, than is sufficient to satisfy said claim upon which they are liable as sureties and that all surplus that may remain of all the property they have a lien upon after the satisfaction thereof ought in equity to be applied in payment of the plaintiffs said claim and judgment. 5th The said Rodgers and Thompson and R. W. Thompson and W. S. Rodgers have not the means to pay all of their debts and are probably insolvent and Sarah Robbins is indebted to them in some amount by note and mortgage past due but the amount thereof plaintiffs cannot aver, but they say the same ought in equity to be applied in satisfaction so far as it will go upon said plaintiffs judgment. 6th R. L. Woodburn, L. Piper and J. W. Robinson have judgment and levy upon a part of said lands and property and claim a prior lien to the plaintiffs judgment. 7th On or about 20th of September 1882 the said W. S. Rodgers and wife aforesaid executed a mortgage to B. H. Warden upon said 242 acres of land to secure \$5000.00 to him which was recorded prior to said plaintiffs said judgment and which remains uncancelled. 8th The said Robt W. Thompson and his wife aforesaid on or about the 24th of June 1882 executed their mortgage deed to B. H. Warden for said 382 acres of land to secure \$10000.00 which mortgage was duly recorded

prior to the plaintiffs said judgment and remains uncancelled. The plaintiffs say the said property and lands are so covered with liens that the same can not be sold for all they are worth upon execution without the liens thereon being marshalled and the same may be sold clear of all liens by order of the Court. Therefore the plaintiffs ask that all of said persons, to-wit, Rodgers and Thompson, Robt W. Thompson, W. S. Rodgers Josephine M. Thompson, Mary E. Rodgers, Sarah Robbins, James Thompson, A. P. Thompson J. C. Rodgers, B. H. Warder, A. L. Woodburn L. Piper, J. W. Robinson J. B. Morgridge all being already parties may answer this petition and each set up and fully disclose what claims they make on said property and land stating in what manner their claim arose and for what amount and the written evidence thereof. That the said deed to said J. B. Morgridge may be set aside so far as it relates to plaintiffs said judgment, That said James Thompson, A. P. Thompson and J. C. Rodgers state fully all the assignments, mortgages and other writings they hold against any and all property from said Rodgers & Thompson or either of them and for what purpose they were taken and that on final hearing as to them that they be required to satisfy said claims which they have from the proceeds of such property as they may have as the plaintiffs may not have a valid lien thereon and the balance be applied upon the plaintiffs said judgment That said Sarah Robbins answer the nature and amount which she owes said Rodgers and Thompson or either of them and that she be ordered to pay the same into Court to be applied upon plaintiffs said judgment, That said Woodburn Piper and Robinson set up their said claim and the court make such order relating thereto as may be legal and equitable, That said Warder state in his answer the sum of money the said Rodgers recd. as the consideration thereof and the amounts since paid on said mortgage and state fully the whole transaction and also that he answer in the same manner in regard to the said mortgage given to him by said Robt. W. Thompson and wife and that on final hearing that the sum which shall be justly his due on the said mortgages may be paid out of the proceeds of said land or said lands be sold subject thereto, that when the same becomes necessary that a Receiver be appointed to take possession and control said lands and property until the same be sold according to law for the benefit of all parties interested therein and the plaintiffs pray for all other proper relief that may be found necessary to do justice in the premises.

Robinson & Piper Attorneys for Plaintiffs.

The State of Ohio }
Union County, ss. } W. C. Fullington being duly sworn says he is the managing agent of the plaintiffs in this cause and that the allegations of the foregoing Amended petition are as he believes true. W. C. Fullington.
Sworn to before me and signed in my presence this 26th of Jany. 1884
J. C. Brugner Clerk

The State of Ohio }
Union County, ss. } James Fullington being duly sworn says he believes the allegations of the foregoing petition are true. James Fullington.
Sworn to before me by James Fullington one of the plaintiffs in the above case and signed by him in my presence this 21st day of Feb. 1884.
J. G. Turner, Justice of the Peace

Praecipe

To the Clerk of the Court of Common Pleas:-
Issue Summons in this case to

Sheriff of Union County, Ohio, for Robt. W. Thompson, W. S. Rodgers, James Thompson A. P. Thompson, J. O. Rodgers, Mary D. Rodgers, Sarah Robbins and endorse petition and amended petition and cross petition for marshalling liens and other equitable relief. Also to Sheriff of Madison County Ohio to J. B. Morgridge and endorse petition, amended petition and cross petition to set aside deed and other equitable relief.

Robinson & Piper Attys for Plaintiffs

Afterward, on the 23rd day of February A. D. 1884, a Summons was issued 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, Greeting:-

4419 We command you to notify Robert W. Thompson, W. S. Rodgers, James Thompson, A. P. Thompson, J. O. Rodgers, Mary D. Rodgers, Sarah Robbins that they and others have been sued by Pendlington and Phillis in the Court of Common Pleas of Union County, and that unless they answer by the 22nd day of March A. D. 1884, the petition of said Pendlington and Phillis against them filed in the Clerks Office of said Court, said petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 3rd day of March A. D. 1884. Witness my hand and the seal of said Court this 23rd day of February A. D. 1884.

Seal — J. O. Burgner, Clerk.

Endorsed: Petition, Amended Petition and Cross petition for marshalling liens and other equitable relief.

Robinson & Piper Plaintiffs Attorneys

Said Writ was returned and filed February 24th 1884 with the following endorsement thereon to-wit: The State of Ohio } Union County ss. } Sheriffs Return

Sheriffs Return — Received this Writ Feb. 23rd A. D. 1884, at 2 o'clock P. M., and pursuant to its command, on the 25th day of February A. D. 1884, I served the same by leaving T. B. Fulton to acknowledge service for all of the within named defendants. Sheriffs Fees: Service 30, Return 1.40 Total $1.70

J. Habersack, Sheriff.

I hereby acknowledge service for the within named defendants.

T. B. Fulton, Atty for within named defendants

On the 23rd day of February A. D. 1884, a Summons was issued by the Clerks of said Court, which reads as follows, to-wit:-

Summons — The State of Ohio } Madison County ss. } Summons

To the Sheriff of the County of Madison, Greeting

4419 We command you to notify J. B. Morgridge that he and others have been sued by Pendlington and Phillis in the Court of Common Pleas of Union County and that unless he answer by the 22nd day of March A. D. 1884 the petition of said Pendlington and Phillis against him filed in the Clerks Office of said Court, said petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 3rd day of March A. D. 1884.

Seal — Witness my hand and the seal of said Court, this 23rd day of Feb. A. D. 1884

J. O. Burgner, Clerk.

Endorsed: Petition, Amended Petition and Cross Petition to set aside deed and other equitable relief.

Robinson & Piper, Plaintiffs Attorneys

Said Writ was Returned and filed March 5th 1884, endorsed as follows, viz:-

Sheriffs Return — The State of Ohio } Madison County, ss. } Sheriffs Return

Received this Writ Feb. 25th A. D. 1884, at 9 o'clock A. M., and pursuant to its command on the 25th day of February A. D. 1884, I served the

sance by delivering to the within named J. B. Morgridge in person a true and certified copy of the Writ with the endorsements thereon. Sheriffs Fees:- Service, 50, Mileage 2.00 Copy 20, Return 25, Total $3.75

John T. Johnston, Sheriff, Madison Co. Ohio

Afterwards on the 15th 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 4-4-19

Pendlington & Phellis Plaintiffs
vs.
Rodgers & Thompson et. al. Defendants

No. 4-4-19
Entry
Upon the application of the defendants the defendants have leave to file answer any day during this week.

Answer 4-4-19

Afterwards on the 17th day of April A.D. 1884, the following Answer was filed with the Clerk of said Court, viz:-

Pendlington & Phellis Plaintiffs
vs
Rodgers & Thompson et. al. Defendants

The State of Ohio Union County
Court of Common Pleas.
Answer of J. B. Morgridge.

4-4-19

And now comes the defendant J. B Morgridge and for answer herein says, That it is not true that he conspired with the defendant Robert W. Thompson to defraud plaintiffs of their said claim against the said Robert W. Thompson, nor it is true that the said conveyance was made to place the lands of the said Thompson beyond the execution of said plaintiffs, nor is it true that said conveyance was made without any consideration. This defendant further says that said lands were purchased by him in good faith and for a valuable consideration. He therefore asks that plaintiffs petition be dismissed so far as the same relates to said land and to recover his costs herein expended. Powell and Fullon, Attys. for Defendant

The State of Ohio
Union County. ss. } J. B. Morgridge being first duly sworn according to law says the facts stated and allegations of his foregoing answer are true as he believes.

J. B. Morgridge

Sworn to before me and subscribed in my presence by the said J. B. Morgridge this 17th day of April A.D. 1884. E. E. Cole, Notary Public Seal

On the 17th day of April A.D. 1884, an Answer was filed with the Clerk of said Court which reads as follows, to-wit:-

Answer 4-4-19

Pendlington & Phellis Plaintiffs
vs.
Rodgers & Thompson, Defendants

The State of Ohio Union County
Court of Common Pleas
Answer of Robt. W. Thompson

And now comes the defendant Robert W. Thompson and for Answer herein says: That he denies that he conspired with J. B. Morgridge to defraud the said plaintiffs of the said judgment or claim mentioned in said petition. That he denies that said land was conveyed to said J. B. Morgridge to place the same beyond execution or to defraud the said plaintiffs of their said claim. That he denies that said conveyance was made to said Morgridge without consideration, and he denies each and every allegation of the third cause of action or paragraph of said petition except that a conveyance was made on said 17th day of December 1883 to said Morgridge for said 3 & 2 acres of land. He therefore asks that the said petition of said plaintiffs be dismissed. Powell and Fullon Attorneys for Defendants

The State of Ohio
Union County. ss. } Robert W. Thompson being first duly sworn according to law says the facts stated and allegations of the foregoing Answer are true as he believes. Robt. W. Thompson.

Sworn to before me and subscribed in my presence by the said Robert W. Thompson this 17th day of April 1884. E. E. Mole, Notary Public Seal

Afterwards on the 2nd day of May A. D. 1884. an Entry was made in the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry 4419

Spellington and Phillis, Plaintiffs vs. Rodgers and Thompson et al, Defendants

No. 4419

Journal Entry

This day came on this cause to be heard so far as it relates to the alleged deed by Robt. W. Thompson to J. B. Morgridge and from the Court find that it was not the intentions of said Morgridge in taking possession of said deed to accept the same for the purpose of accepting title to said land in the petition described and that the same is void and of no effect in law or equity; and the said Morgridge by the order of the Court brings the same into Court for cancellation and thereupon it is ordered and adjudged by the Court that said pretended deed be and it is cancelled and declared null and void and the said Morgridge and Thompson ordered to pay the costs made in that part of this cause. And this cause came on to be heard on the Cross petition of R. L. Woodbury, L. Piper and J. M. Robinson and the Court being fully advised in the premises do find that the allegations of said Cross Petition are true and that they have a judgment lien as alleged against said 382 acres of land next in priority to the said Mortgage to said Warden. It is therefore ordered and decreed by the Court that the said Robert W. Thompson within 30 days pay R. L. Woodbury, L. Piper & J. M. Robinson said sums of $300.00 with interest from date of said judgment and cost and in default thereof that an order of sale issue on this decree to the Sheriff of this County commanding him to appraise, advertise and sell said 382 acres of land of Robt. W. Thompson and bring the proceeds of the same for distribution. And as to the plaintiffs claim against the said Robt. W. Thompson, the same is passed for further hearing. And as to W. S. Rodgers, his wife and Mrs. Robbins this cause is dismissed, on account of settlement between them and the plaintiffs for the half of said judgment.

Afterwards on the 7th day of May A. D. 1884, an Entry was made in the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry 4419

Spellington & Phillis Plaintiffs vs. Thompson & Rodgers et al. Defendants

No. 4419

Journal Entry

This cause having coming on for hearing on between the plaintiffs and J. B. Morgridge and the said Rodgers and Thompson have settled the said judgment with plaintiffs and arranged the back matter with said Warden, this cause is by agreement dismissed at the plaintiffs costs and said judgment in favor of plaintiffs entered satisfied but the decree as to said Morgridge and said R. L. Woodbury, L. Piper and J. M. Robinson is to remain in full force. No record of this cause except orders and amended petition, Summons and Cross petitions of R. L. Woodbury, L. Piper and J. M. Robinson and the decree and if plaintiffs fail to pay said costs and ten days that execution issue for the same.

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

Decree

4365

Petitions

4365

Entry

Done before His Honor Jolee A. Price Judge of a Court of Common Pleas holden 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 eighth day of September in the year of our Lord One Thousand Eight Hundred and Eighty Four. Heretofore, To-wit:- On the 3rd day of October A.D. 1883, the following Petition was filed with the Clerk of said Court- To-wit:

Petition

Dennie E. Fisher, Plaintiff
vs.
John O. Fisher, Defendant-

Court of Common Pleas, Union County, Ohio

Petition

4364- The plaintiff says:- That she is now and has been for more than three years last past a resident of the State of Ohio and is now a bona fide resident of said County of Union. 2nd That on or about the 10th day of February A.D. 1882 she was married to the defendant in the town of Marysville, Union County, Ohio. 3rd That the said defendant regardless of his marital duty toward the plaintiff has been guilty of gross neglect of duty since about the month of March A.D. 1882 in this, to-wit:- That he has wholly failed, refused and neglected to provide for this plaintiff a home or any place to live, and has wholly failed and refused to provide this plaintiff with clothing or any medical aid in her sickness or necessities whereof to live, and that in consequence thereof she has been thrown wholly upon her own resources and labor. That after said time of March A.D. 1882, when the defendant wholly abandoned this plaintiff, a child was born, the issue of said marriage. That their child was taken sick and in the month of May A.D. 1883 died. That during the sickness of this plaintiff and the sickness of said child the defendant refused and neglected to provide any aid whatever or to attend to any of the wants of this plaintiff or their said child. Plaintiff therefore prays that she may be divorced from the said defendant and that she may be restored to her maiden name of Dennie E. Spencer and for all proper relief

Dennie E. Fisher by D. W. Ogan her Attorney

R. L. Woodburn being duly authorized for the premises, hereby waives for the said defendant John O. Fisher the issuing of process and the service by Summons and Copy of the foregoing petition, and enters the appearance of the said John O. Fisher in the above entitled case this 7th day of Nov. 1883.

John O. Fisher per. R. L. Woodburn, Atty. for Defd.

Afterward, on the 23rd day of September A.D. 1884, an Entry was made in the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

4364- Dennie Fisher, Plaintiff
vs.
Jno. O. Fisher, Defendant-

Journal Entry

Leave to file an Answer in this day given to the defendant and Answer filed accordingly.

On September 23rd A.D. 1884, the following Answer was filed with the Clerk of said Court, to-wit:-

Answer

4365- Dennie E. Fisher Plaintiff
vs.
John O. Fisher, Defendant-

Court of Common Pleas, Union County, Ohio.

Answer

The defendant in the above entitled case now comes and for answer to the petition of the plaintiff says:- That he admits his marriage with the plaintiff on the 10th day of February A.D. 1882. That he denies each and every of the allegations contained in plaintiffs petition.

R. L. Woodburn Attorney for Defendant-

State of Ohio
Warren County, ss. } John O. Fisher being first duly sworne says the facts stated and allegations made in the foregoing Answer are as he believes) true.

John O. Fisher

Sworne to before me and signed in my presence by John O Fisher this 22 day of September A.D. 1884. Walter E. Hyatt Notary Public in and for Warren County, Ohio.

Seal

Afterwards on the 6th day of Oct. A.D. 1884, an Entry was made in the Journal by the Clerk of said Court which reads as follows, to-wit:-

Ann E. Fisher Plaintiff
vs.
Entry John O. Fisher, Defendant } Journal Entry

4363 This day this cause came on to be heard upon the petition, the Answer of the defendant John O. Fisher and the evidence and the Court find that the plaintiff at the time of filing his petition had been a resident of the State of Ohio for one year next preceding the same and was at the time a bona fide resident of this County of Warren 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 toward this plaintiff and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Ann E. Fisher and John O. Fisher be and the same hereby is dissolved and both parties are divested from the obligations of the same. It is further ordered that the petitioner be and she hereby is restored to her maiden name of Ann E. Carriere and that the plaintiff pay the costs herein taxed to $

Attest J. A. Burgoyne, Clerk
By A. R. Burgoyne, 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 Lebanon within and for the County of Warren of the Third Subdivision of the Twelfth Judicial District of the State of Ohio on the 8th day of September and the year of our Lord One Thousand Eight Hundred and Eighty Four. Whereupon, To-wit:-

On the 5th day of April A.D. 1884 the following Petitions were filed with the Clerk of said Court, to-wit:-

Lydia R. Mc Millen Plaintiff
vs.
Petition John A. Mc Millen, Defendant } In Warren County Court of Common Pleas
Petition

4511 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 Warren County. Plaintiff says that on the 20th day of January A.D. 1857 she was lawfully married to the defendant John A. Mc Millen whereon she prays may be made a party hereto. She further says that ever since her marriage with the defendant he has been guilty of gross neglect of duty, failing and refusing to contribute anything toward the support of the plaintiff or her children, she being the mother of four children by a former marriage two of whom live with the plaintiff. Plaintiff therefore prays that upon the final hearing of the above petition she be divorced from the

Defendant John A. Mc. Millen and that she be restored to her former surname Lydia R. Mills and for all proper relief.

Lydia R. Mc. Millen
By J. Mc Kennedy her Attorney

Upon the 5th day of April A.D. 1884, the following Praecipe was filed with the Clerk of said Court, to-wit:-

Praecipe

Lydia R. Mc. Millen Plaintiff
vs.
John A. Mc. Millen, Defendant

} Court of Common Pleas Vinton County, Ohio
Wilkesville April 5th 1884
To the Clerk of said Court:-

Issue Summons and copy of petition in the above case directed to the Sheriff of Vinton County Ohio. Endorsed, Divorce prayed for: Cause Gross neglect of duty, returnable according to law.

J. Mc. Kennedy Attorney for Plaintiff

Upon the 5th day of April A.D. 1884, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons

The State of Ohio
Vinton County, ss.

} Summons in Divorce
To the Sheriff of Vinton County:-

You are commanded to notify John A. Mc. Millen that Lydia R. Mc. Millen has filed in the office of the Clerk of the Court of Common Pleas of Vinton 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 for other proper relief. Said petition will stand for hearing during the term of said Court next succeeding said six weeks from and after the service of this writ. You will make due return of this summons on the 17th day of April A.D. 1884

Witness my signature as Clerk of said Court of Common Pleas and the Seal of said Court at Wilkesville this 5th day of April A.D. 1884

Seal

J. R. Burgner, Clerk

Endorsed, Summons in Action for Divorce. J. Mc Kennedy, Plaintiffs Attorney

Which returned and filed April 7th 1884 with the following endorsement thereon, to-wit:

Sheriffs Return

Received 2 o'clock P. M. on the 5th day of April A.D. 1884, and on the 7th day of April A.D. 1884, I served the same by delivering with copy of Petition, a true copy thereof with endorsements thereon to the within named defendants. Sheriffs Fees: Service 30, Copy 20, Mileage 96, Total $1.46

John Hohenstock Sheriff

Afterwards on the 10th day of September A.D. 1884, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

Lydia R. Mc. Millen Plaintiff
vs.
John A. Mc. Millen, Defendant

} Journal Entry
This day the cause came on to be heard upon the petition of plaintiff being in default for answer and the Court having heard the evidence does find as follows, to-wit. 1st That the plaintiff is a resident of Vinton County, Ohio. 2nd That the plaintiff and defendant were married as set forth in plaintiffs petition. 3rd That the defendant has been guilty of gross neglect of duty as alleged in plaintiff petition. It is therefore ordered adjudged and decreed that the plaintiff be divorced from the defendant and that the marriage relations heretofore existing be wholly dissolved and that the plaintiff be restored to her former name of Lydia R. Mills. It is further ordered and decreed that the plaintiff have a judgement against said John A. Mc. Millen for her costs herein taxed at $7.42

Attest J. R. Burgner Clerk By R. R. Burgner Deputy

Pleas before Hon Warren Johns A. Price Judge of a Court of Commonon Pleas begun and held at the Court-House in the Town of Mansfield within and for the County of Richland of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 8th day of September in the year of our Lord One Thousand Eight-Hundred and Eighty Four.

Petition

4607

On the 8th day of September A. D. 1884, the following Petition and Answer in Cognovit were filed with the Clerk of said Court, to-wit:-

Isaac Scott and Company Plaintiff
vs.
Henry Krafthefer Conrad Krafthefer and Casper Kraus, Defendants.

The State of Ohio Richland County ss. In the Court of Common Pleas Civil Action for Money Only.

The plaintiff is a corporation duly formed under the laws of Indiana and located at Richmond Ind. and the above named plaintiff says that the is due to it from Henry Krafthefer, Conrad Krafthefer and Casper Kraus defendants, on a promissory note made by the said defendants Henry Krafthefer, Conrad Krafthefer and Casper Kraus dated the 17th day of May A. D. 1884 which note with the interest of Attorney thereto annexed, is hereto attached, the sum of Three Hundred Thirty-five and 74/100 Dollars with interest thereon at 8 % from the 17th day of May 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 Wherefore, the plaintiff asks judgment against said defendants for the sum of Three Hundred Thirty Five Dollars and Seventy Three Cents, with interest at 8% per annum from the 17th day of May A. D. 1884.

D. B. Shilling Atty. for Plaintiff

The State of Ohio Richland County, ss. D. B. Shilling being duly sworn says he is Attorney of Record for the above named Plaintiff and says that he believes the statement in the foregoing Petition to be true. He further says that the foregoing petition is founded upon a written instrument for the payment of money only and such instrument is in the affidavit pursuing

D. B. Shilling.

Subscribed by D. B. Shilling in my presence, and sworn to by him before me this 3rd day of September A. D. 1884

Seal

Thos H. Dickey
Notary Public, Franklin Co. Ohio

Note

$ 335.74

Rockbourne, O., May 17th 1884

One Year after date, for value received, we, or either of us, promise to pay to the order of Isaac Scott & Co. Three Hundred and Thirty Five 74/100 Dollars, at the Merchants' and Manufacturers' Bank, Rockbourne, Ohio, we jointly and severally stipulate to pay interest on said sums of money, at the rate of eight per cent per annum, payable annually until paid and we jointly and severally do hereby authorize and empower any Attorney at Law to appear for us or any of us, at any time after the above note becomes due, in any Court of Record in the State of Ohio, to waive the issuing and service of process against us or any of us, and confess a judgment in favor of the said Isaac Scott & Co or their assigns, against us, or any of us for the amount that may then be due on said note and costs of suit, and also in behalf of us or any of us, to waive and release all errors and all right to prosecute or petitions in error upon such judgment or proceedings.

" Witness our
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Answer

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A. Sanders

4608

" Witness our hands and Seals, day and date above named. "
" "Henry Krafthefer Seal "
" Casper Kaen Seal "
" Conrad Krafthefer Seal "

Answer

Isaac Scott and Company (Incorporated) Plaintiff
vs.
Henry Krafthefer, Conrad Krafthefer and Casper Kaen, Defendants
4607

In the Court of Common Pleas, Perrien County, ss.
Defendants Answer

And now comes Henry Krafthefer and Casper Kaen 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 Three Hundred Forty Six Dollars and Thirty 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 Defendants 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. E. W. Porter, Attorney for Def't.

Entry

Isaac Scott & Company, Incorporated, Plaintiff
vs.
Henry Krafthefer, Conrad Krafthefer and Casper Kaen, Defendants
4607

Entry

This day came the Plaintiff by O. O. Welling Attorney, and Defendants 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 and duly proven, waived the issueing and service of process, and entered appearance of said Defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendants to said Plaintiff as is alleged in said Plaintiffs petition the sum of $446 37/100. It is therefore considered that said Plaintiff do recover of said Defendants the said sum of $446 37/100 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. O. Burgner, Clerk, By A. R. Burgner Deputy

Petition

A. Saunders Piatt and E. W. Piatt, Defendants
4608

Pleas before His Honor John A. Price, Judge of the Court of Common Pleas herein 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 8th day of September in the year of our Lord One Thousand Eight Hundred and Eighty Three. On the 4th day of September A. D. 1884, the following Petition and Cognovit were filed with the Clerk of said Court, viz:-

Henry Conchenour and O. D. Taylor, Partners under the name of Conchenour and Taylor, Plaintiffs

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

The defendants, on the 14th day of

March A.D. 1884, executed and delivered to Plaintiffs under their Firm name of Ouchleman & Taylor their promissory note of that date, with the warrant of attorney annexed, true copies of which warrant and note are hereto attached marked "Exhibit A" and made a part of this petition. Said note is wholly unpaid, and there is now due the plaintiffs on said note the sum of Seven Hundred and Sixty Three Dollars and Sixty-Two Cents, with interest at the rate of eight per cent per annum, from the 14th day of March A.D. 1884. Wherefore plaintiffs pray judgment against said defendants for the sum of Seven Hundred and Sixty Three Dollars and Sixty two Cents with interest thereon from the 14th day of March A.D. 1884, at the rate of 8 per cent per annum till paid and for costs of suit.

Hovenstine & Sweet Attorneys for Plaintiff.

The State of Ohio }
Logan County, ss. } J. O. Sweet being sworn, says that he is one of the attorneys 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.

J. O. Sweet.

Sworn to by said J. O. Sweet before me, and by him signed in my presence this 8th day of September A.D. 1884.

J. A. Huston, Notary Public
In and for Logan County Ohio.

Seal

Copy of Note marked "A"

" $763 62/100 Ninety days after date for value received we jointly and "
" severally promise to pay to Ouchleman and Taylor of West Liberty Ohio "
" or order Seven Hundred and Sixty three and 62/100 Dollars with interest "
" at eight per cent per annum from date until paid, payable at the Logan "
" National Bank of West Liberty 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, endorsee 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 said release in "
" such judgment. Witness our hands and seals this 14th day of March A.D. 1884 "
" A. Sanders Piatt "
" E. W. Piatt (I charge my separate estate) "

Answer 4608

Henry Ouchleman and O. P. Taylor, Partners under the firm name of Ouchleman & Taylor, Plaintiffs
vs.
A. Sanders Piatt and E. W. Piatt, Defendants

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

By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition, I, an attorney at law in the several courts of record of this State, do hereby enter an appearance for said defendant in this suit, and waive the issuing and service of process therein and confess a judgment in favor of said plaintiffs against said defendants, on said note, for the sum of Seven Hundred and Ninety Three Dollars and Fourteen Cents, being the amount appearing due for principal and interest on

said note, and also for costs of suit, taxed and to be taxed; and it do hereby release and waive all exceptions, errors and right of appeal in the premises.

John M. Beardsley, Attorney for Defendant

Entry

4608

H. Sanders Platt and E. M. Platt, Defendants

Judgement Entry

This day came the plaintiff by their attorneys; also appeared in open Court, for and on behalf of said defendants, John M. Beardsley our attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgement upon said note against said defendant and in favor of said plaintiff for Seven Hundred and Ninety Nine Dollars and Fourteen 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 Seven Hundred and Ninety-Three Dollars and Fourteen Cents, being the amount of said note with interest computed at 8 per cent. per annum, from the 11th day of March A. D. 1884; and also their costs herein expended, taxed at $

Attest J. D. Burgner Clerk.
By A. R. Burgner, 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 Twelfth Judicial District of the State of Ohio, on the 8th day of September in the year of our Lord One Thousand Eight Hundred and Eighty Four.

On the 30th day of September A. D. 1884, the following Petition and Answer in Cognovit were filed with the Clerk of said Court to wit:-

O. M. Scott, Plaintiff

Petition

vs.

John Sanderson, Minnerva Sanderson and P. O. Adams, Defendants

The State of Ohio, Union County, ss.
In the Court of Common Pleas
Civil Action for Money Only

1629

O. M. Scott the above named Plaintiff says that there is due to him from John Sanderson, Minnerva Sanderson and P. O. Adams Defendants, on a promissory note, made by the Defendants John Sanderson, Minnerva Sanderson and P. O. Adams dated the 11 day of September A. D. 1884, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of One Hundred Forty-Seven Dollars and Twenty Cents, with interest thereon at 8 per cent from the 11 day of September A. D. 1883. The Plaintiff further says that he is the legal owner and holder of said note, that the same is due and unpaid with interest at 8 per cent from 11th of September A. D. 1883, Wherefore, the plaintiff asks judgement against said Defendants for the sum of One Hundred Forty Seven Dollars and Twenty Cents with interest at eight per cent from the 11th day of Sept. A. D. 1883.

A. H. Mollfeath Attorney for Plaintiff

The State of Ohio
Warren County, ss. } A. H. Mollefratte Attorney for the above named plaintiff being duly sworn, says he believes the statement-in the foregoing Petition to be true. He further says that the said instrument-is for recovery only and is now-in the possession of Plaintiffs Attorney A. H. Mollefratte.

A. H. Mollefratte.

Subscribed by A. H. Mollefratte in my presence, and sworn to by him before me, this 30th day of September A. D. 1884.

J. L. Bonagner Clerk of Courts

" $ Waynesville, Ohio, September 11th 1883 "

" Feb. 1st 1884 after date, for value received, we or either of us, promise "
" to pay O. W. Scott, or order, at Waynesville, Ohio, One Hundred Forty Seven "
" 7/100 Dollars, with eight per cent-interest-after date and 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 confess 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 8 per cent-per annum after the same shall "
" become due, together with costs of suit, and release all Errors and Waste-of "
" Error and waive the Stay of Execution and, and all right-of appeal in " Petition
" this behalf - P. O. Beardsley, Ohio - Johnson Sanderson Seal " 4621
Witness W. A. Sanderson { Minnerva X Sanderson Seal "
mark
P. O. Adams Seal "

O. W. Scott Plaintiff
Answer vs.
Johnson Sanderson, Minnerva Sanderson and P. O. Adams, Defendants
4627

In the Court of Common Pleas State of Ohio Warren County, ss.
Defendants Answer

And now came Johnson Sanderson, Minnerva Sanderson, P. O. Adams the above named Defendants, by the undersigned J. W. Kennedy Attorney, and waive the issuing and service of process in this case, and consent-that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiffs petition and against-the above named Defendant, for the sum of One Hundred Fifty Nine Dollars and Fifty Eight-Cents, the amount-appearing due for principal and interest-on said note, and also consent-that judgment-be entered in the same accordingly against-Defendant-for costs of this action and all errors are hereby released and Defendants right-to appeal and to the appraisal of real estate levied upon by virtue of any execution issued on the judgment-in this case is hereby waived. September 30th A. D. 1884

J. W. Kennedy Attorney for Defendant

Entry

O. W. Scott Plaintiff
Entry vs.
Johnson Sanderson, Minnerva Sanderson and P. O. Adams, Defendants
4629

This day came the Plaintiff by A. H. Mollefratte Attorney, and thereupon came J. W. Kennedy 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

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and service of process, and ordered 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 $159.55/100. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $159.55/100 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. Burgner Clerk By A.R. Burgner 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 Tenth Judicial District of the State of Ohio on the 8th day of September in the year of our Lord One Thousand Eight Hundred and Eighty Four.

On the 20th day of September A.D. 1884 the following Petition and Answer in Cognovit were filed with the Clerk of said Court. to-wit:-

J.B. Norris as Administrator of the estate of J.M. Norris, deceased, Plaintiff
vs
D.B. Jolliff, Isaac Jolliff & John Henderson, Defendants

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

Petition

Petitions

The Plaintiff says that he is the duly appointed and qualified Administrator of the estate of J.M. Norris deceased late of Union County Ohio, that the Defendants D.B. Jolliff, Isaac Jolliff and John Henderson on or about the 22nd day of October A.D. 1883, executed and delivered to said Plaintiff their promissory note, of that date together with a Warrant of Attorney, which promissory note and Warrant of Attorney or copies thereof are hereto attached, marked "Exhibit A" and made a part of this petition. Said Plaintiff further says that said promissory note is due and unpaid, that he is the legal owner and holder thereof, and that there is due from said Defendants the sum of One Hundred and Twenty-five Dollars with interest @ 8 p/c from the 22nd day of July A.D. 1884. Wherefore the Plaintiff asks judgment against said Defendants for the sum of One Hundred and Twenty five Dollars with interest thereon @ 8 p/c from the 22nd day of July A.D. 1884 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 Plaintiff, that this action is brought to enforce a settlement in writing for the unconditional payment of Money Only, that said settlement in writing is in his possession, and that he truely 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 20th day of September A.D. 1884.

J.Q. Burgner Clerk

Note $125.00

Marysville, Ohio, Oct. 22nd 1883.

Nine months after date, as principal debtors we jointly and

"severally promise to pay to the order of J. B. Norris Administrator of J. M. Norris "
" deceased, One Hundred Twenty Five Dollars for value received, and we hereby "
" dispense with demand of payment of this Note and authorize any Attorney at Law "
" to appear for us or either of us at any time after the same shall become due, in "
" any Court of Record in the State of Ohio or elsewhere, and waive the issuing "
" and service of process and confess judgment against us, or either of us in "
" favor of the holder or holders of this note for the amount of said Note, with "
" eight per cent interest payable annually after the same shall become due, "
" together with costs of suit, and release all Errors and waive all right of "
" Appeal in this behalf. Witness our hands and seals, this 22nd day of Oct. 1883 "
" L. B. Jolliff Seal "
" Isaac Jolliff Seal "
" John Hudson Seal "

J. B. Norris, Administrator of the estate of J. M. Norris, deceased, Plaintiff
vs.
L. B. Jolliff, Isaac Jolliff & John Hudson, Deft.
} The State of Ohio, Union County, SS.
In the Court of Common Pleas

Answer

Answer 4621

By virtue of the Warrant of Attorney attached to the foregoing Petition, I, L. Piper 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 J. B. Norris as Adm. Plaintiff against said L. B. Jolliff, Isaac Jolliff and John Hudson, Defendants and waive the issuing and service of process therein, and confess a judgment in favor of the said J. B. Norris as Adm &c. against said L. B. Jolliff, Isaac Jolliff and John Hudson for the sum of One Hundred and Twenty Six and 60/100 Dollars Damages being the Amount appearing Due for principal and Interest on said Promissory Note, and also for Costs of Suit, and I do hereby release all errors and waive all right of appeal. L. Piper Defendants' Attorney.

J. B. Norris, Administrator of the estate of J. M. Norris, deceased, Plaintiff
vs.
L. B. Jolliff, Isaac Jolliff & John Hudson, Defendants
}

Journal Entry

Entry 4621

This day came the plaintiff by A. T. Carpenter Attorney and thereupon came L. Piper one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendants to said Plaintiff as is alleged in said Plaintiff's petition, the sum of $126.60/100. It is therefore considered that said plaintiff do recover of said Defendants the said sum of $126.60/100 so as aforesaid confessed to be due, together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all rights of appeal, and all rights to file a petition in error are waived.

(For Supplemental Record See Page 501, this Book)

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

Pleas before Hon Warren Jones A Price, Judge of a Court of Common Pleas begun and held at the Court-House in the Town of Wauseon within and for the County of Fulton of the Third Subdivision of the Twelfth Judicial District of the State of Ohio, on the 8th day of September in the year of our Lord One Thousand Eight Hundred and Eighty Three.

On the 4th day of October A.D. 1884, the following Petition and Cognovit were filed with the Clerk of said Court, to-wit:-

Petition

Bissman & Company, Plaintiff
vs
George W. Koch, Defendant

The State of Ohio, Fulton County, ss.
Court of Common Pleas
Petition

4630

Plaintiff is a partnership doing business in Ohio and having its place of business in Ohio. The defendant, on the 15th day of April A.D. 1884, executed and delivered to Bissman and Company his promissory note of that date, with the warrant of attorney annexed which warrant and note, with all the indorsements thereon, are hereto attached, marked "Exhibit A" and made a part of this petition. Said note is unpaid, and there is now due the plaintiff on said note the sum of One Hundred and Sixty-Six Dollars and Thirty Two cents, with interest at the rate of 8 per cent per annum from the 15th day of April A.D. 1884. Wherefore plaintiff prays judgment against said defendant for the sum of $166.32/100 with interest thereon from the 15th day of April A.D. 1884, at the rate of 8 per cent per annum till paid and for costs of suit.

Darnell & Marriott Attorney for Plaintiff

The State of Ohio
Richland County, ss.

Samuel Marriott being sworn, says that he is one of the attorneys of said plaintiff, that this action is brought to recover an instrument in writing for the unconditional payment of money only, that said instrument in writing is now in his possession, and that he verily believes the statements contained in the foregoing petition are true, in substance and in fact.

Samuel Marriott

Sworn to by said Samuel Marriott before me, and by him signed in my presence this 1st day of October A.D. 1884.

A.J. Swinehart, Notary Public
Richland County, Ohio

Seal

"Exhibit A" $166.23/100 Richwood Ohio, April 15th 1884

"One day after date for value received, we, or either of us promise" "to pay Bissman & Company, or order, One Hundred Sixty-Six and 23/100" "Dollars with eight per cent interest, payable at Richwood Ohio. We do" "hereby empower any attorney of any court of record, of this State, or elsewhere" "to appear for us in any court of record and waive any issue and service" "of process, and confess judgment against us for the above sum, and interest" "that shall be due at the time of said confession, with cost, releasing all" "errors and waiving all right of second trial in said cause" "Witness our hands and seals the day and year above written." "Geo. W. Koch Seal"

Answer

Bissman & Company, Plaintiff
vs
George W. Koch, Defendant

The State of Ohio, Richland County, ss.
Court of Common Pleas
Answer

4630

By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition, I an attorney at law in the

several courts of record in this State, do hereby enter our appearance for said defendant in the said; and waive the issuing and service of process thereon, and confess an judgement in favor of said plaintiff against said defendant, for said note, for the sum of $172.33 being the amount appearing due for principal and interest on said note and also for costs of suit, taxed and to be taxed; and I do hereby release and waive all exceptions, errors and right of appeal in the premises. O. W. Marriott, Attorney for Defendant.

Entry

4630

Emerson & Dempsey, Plaintiff
vs.
George W. Knabel Defendant

Judgement Entry

This day come the plaintiff by its attorneys, also appeared in open court, for and on behalf of said defendant O. W. Marriott an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgement on said note against said defendant and in favor of said plaintiff for One Hundred Seventy Two Dollars and Thirty Three Cents, being the amount of the principal and interest due on said note, and for costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises. It is therefore considered that said plaintiff recover of said defendant the sum of One Hundred Seventy Two Dollars and Thirty Three Cents, being the amount of said note with interest computed at 8 per cent per annum from the 15th day of April A.D. 1884; and also its costs herein expended, taxed at $.

Attest J. O. Burgner, Clerk
By A. R. Burgner, Deputy.

Petition

4473

Be it remembered, That on this 31st day of March A.D. 1884, the following Petition was filed with the Clerk of said Court, to wit:-

Opphelia Myers, Plaintiff
vs.
Isaiah Myers, Defendant

Court of Common Pleas, Preble County Ohio.

Petition

Praecipe

Be it remembered, That on this 31st day of March A.D. 1884, the following Petition was filed with the Clerk of said Court, to wit:-

Opphelia Myers, Plaintiff
vs.
Isaiah Myers, Defendant

Court of Common Pleas, Preble County Ohio.

Petition

The plaintiff says That she has been a resident of the County of Preble and State of Ohio for more than three years last past and is now a bona fide resident of said County and State. That on or about the 12th day of April A.D. 1863 she and the defendant were lawfully married in Clinton County Ohio and that she has ever since conducted herself towards the defendant as a faithful and obedient wife. 1st That the defendant disregarding his duties as a husband has been guilty of gross neglect of duty towards the plaintiff in this to-wit:- That he has for eight years last past wholly neglected to provide a home or residence for this plaintiff and their children herein after to be named. That the said defendant has for four years last past and especially in the months of said four years wholly refused and neglected to provide wearing apparel and food for this plaintiff and their children, That-

Praecipe

State of Ohio
Preble County
allegations

Sworn to before
this 18th day
To the Clerk

the payment of rents and providing food and necessaries for herself and their children and the defendant have wholly devolved on this plaintiff. 2nd. That the defendant in violation of his duties as a husband has been guilty of extreme cruelty towards her without any just cause or provocation on her part in this, to-wit: that he has on various occasions and at times assaulted her, and threatened her with personal violence. That without cause or provocation on her part the said defendant uses vile names and profanely toward and to this plaintiff and in the presence of their family. This plaintiff further says that there is now living as the issue of said marriage three children, to-wit:- Charles W. Kent aged seventeen (17) years; John T. Kent aged (8) years Freda Kent three (3) years. That she has maintained herself and said children and said defendant as aforesaid by manual labor such as washing, cleaning house, sewing and such other general labor as she is able to obtain. That she procures the house and by her said labor pays the rents and furnishes the provisions for herself and said children and the defendant as aforesaid. That the plaintiff is of weak constitution and poor health and unable to perform the manual labor and endure the assaults and abuse as aforesaid or to maintain and support the said defendant. That by physical force he insists on and compels this plaintiff to perform said labor and declines to labor himself notwithstanding he is well able to labor and has been during said four years to labor and maintain his said family. That unless restrained by the order of this Court the said defendant will commit upon this plaintiff great and irreparable injury and harm by entering the dwelling so provided by plaintiff as aforesaid, and consuming the food provided by plaintiff for her said children, and beat, wound and ill treat and abuse this plaintiff. That she is unable by her said labor of washing &c to keep and maintain the said defendant; That she is constantly in fear of great bodily harm from said defendant unless restrained by the order of this Court. That the defendant is indolent, worthless, immoral and an unfit person to have the control and custody of said children. The plaintiff therefore prays that an order of injunction issue against the said defendant enjoining and restraining him from in any way committing personal violence upon the plaintiff and enjoining him from entering the home provided by this plaintiff to abuse her and consume the provisions provided by this plaintiff for herself and her said children. And that upon the final hearing of this case she may be awarded the control and custody of said children and that she may be divorced from Isaiah Kent; and that she may have such further and other relief as equity may require.

A. H. Beightler and
D. W. Ayres Attys for Plaintiff

State of Ohio }
Union County ss. } Cynthia Kent being first duly sworn says the facts and allegations made in her foregoing petition are as she believes true

Cynthia Kent

Sworn to before me and signed in my presence by the said Cynthia Kent this 18th day of March A.D. 1884
J. H. Kinkade J.P.

To the Clerk:-

Praecipe

Issue Summons and copy of petition in the above case to the Sheriff of Union County, Ohio.

A. H. Beightler and
D. W. Ayres, Attys for Plaintiff

On the 21st day of March A.D. 1884, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons The State of Ohio } Summons in Divorce
Union County, ss. } To the Sheriff of Union County:-

4493 You are commanded to notify Isaiah Hurst that Cynthia Hurst 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 have custody of children and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 19th day of March A.D. 1884.

Witness my signature as Clerk of our said Court of Common Pleas
Seal and the seal of said Court at Marysville this 21st day of March A.D.
1884. J. Q. Burgner Clerk By W. M. Wright Deputy Clerk.

Endorsed: Summons in Action for Divorce and other relief. Beightler & Ayres Attorneys.
Said Writ was returned and filed March 31st 1884, with the following endorsement thereon

Sheriffs Return Received 2 o'clock P.M. on the 21st day of March A.D. 1884; and on the 26th day of March A.D. 1884 I served the same by delivering with a copy of the petition, a true copy of this writ with endorsements thereon to the within named Isaiah Hurst. Sheriffs Fees: Service 30, Copy 20, Mileage 32. Total $ .82

John Habermark, Sheriff

Afterward on the 6th day of October A.D. 1884, an Entry was made in the journal by the Clerk of said Court which reads as follows, to-wit:-

Cynthia Hurst Plaintiff } No 4493
Entry vs. } Entry
Isaiah Hurst, Defendant }

4493 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 or demurrer to said petition, and find that the allegations thereof are confessed by him to be true. The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona fide resident of this County of Union and that the parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced, that the defendant has been guilty of gross neglect of duty and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Cynthia Hurst and Isaiah Hurst be and the same is hereby dissolved and both parties are released from the obligations of the same. It is further ordered that the custody, care, education and control of the two younger of said children, to-wit; John T. Hurst and Freda Hurst be confided to the said plaintiff exclusively, but is further ordered that said defendant be allowed the privilege of visiting said children at proper times.

Attest J. Q. Burgner Clerk
By A. R. Burgner 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 Tenth Judicial District of the State of Ohio, on the 8th day of September in the year of our Lord One Thousand Eight Hundred and Eighty Four. Heretofore, To-wit:

On the 15th day of March A.D. 1884, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

Charles Jewell, Plaintiff
against
Roxana Jewell, Lydia Muller and Theodore D. Mueller her husband,
Hulda Turner and Alonzo W. Turner her husband,
John Jewell, a person of unsound mind,
Hannah J. Hudgell and R. D. Hudgell her husband,
Mary E. Rosette and Sanford H. Rosette her husband,
George Jewell, a minor over 14 years of age and
Samuel Jewell, a minor over 14 years of age, Defendants.

In Court of Common Pleas of Union County Ohio
No. 4484
Petition

4484 Plaintiff has a legal right to and is seized in fee simple as son and one of the heirs at law of Samuel S. Jewell, deceased, of the undivided eighth part of the following real estate, situate in the Township of Liberty, County of Union and State of Ohio, Part of Virginia Military Survey No. 5729. 1st Tract: Beginning at a sugar and dogwood in the South East corner of the John Timmons lot; Thence N. 10° W. 62 poles to the North East corner of said John Timmons lot; thence with his line S. 80° W. 126 poles to the road, thence N. 10° W. 18 poles to the Adams lot; thence with the Adams lot N. 80° E. 126 poles to another corner of the Adams lot, thence N. 10° W. 37 poles to Shick's lot, thence with his line N. 80° E. 126 poles to Orahood's land, thence S. 10° E 117 poles to a sugar in the South line of said Survey, thence S. 80° W. 126 poles to the beginning, Containing one hundred and twelve acres. - Excepting therefrom fourteen and 7/40 acres conveyed by said Samuel S. Jewell and wife to George E. Berry by warranty Deed, dated April 7th 1869 and recorded in Volume 32 pages 476 and 477, Union County, Ohio, Deed Records. 2nd Tract: Beginning at a stone South East corner to Survey No. 5729, thence with the East line of said Survey N. 8° W. 75 6/100 poles to a stake, South East corner to Michael Vigle, thence with his South line S. 82° W. 24 poles to a stake in the center of the Turner Road, South West corner to Michael Vigle, thence with the center of said road and west line of Michael Vigle N. 8° W. 51 poles to a stone, South East corner to Harrison Shaw, thence with said Shaw's South line S. 82° W. (passing a stone on the Westerly edge of said road at 20 feet) 105 poles to a stake and stone, South West corner to Harrison Shaw and in the East line of Stephen Shick; thence with the East line of Stephen Shick and S. S. Jewell S. 8° E. 125 poles to a stake (North West to a lot containing 1 50/100 acres conveyed by George Orahood to S. S. Jewell) - a stone in the South line of Survey No. 5729 bears S. 8° E 2 poles, thence with the North line of said lot N. 81 3/4° E 105 poles to the center of said Turner Road, North East corner to said lot, thence with the center of said road S. 8° E 2 poles to a stake in the South line of said Survey No. 5729, thence with said line N. 81 3/4° E. 24 poles to the beginning, Containing Ninety Three acres. 3rd Tract: Beginning at a stone in the center of a road called the Aquilla Turner Road and in the South line of 112 acres deeded by George Smith to George Orahood April 18th 1864, thence running with said line S. 80° W. 105 poles to the line of land now owned by said S. S. Jewell's heirs, Thence N. 10° W. 2 poles with his line, Thence N. 80° E. 105-

poles to the center of said road, thence with the center of said road to the beginning containing one acre and fifty poles, more or less. The defendant-Roxana Jewell, as widow of said Samuel S. Jewell, is entitled to dower in said premises. The defendants, Lydia Mueller, Hulda Turner, John Jewell, Hanna J. Hudgell, Mary E Rosette George Jewell and Samuel Jewell are tenants in common with plaintiff in said premises, subject to said dower, in the following proportions: - One eighth belongs to Lydia Mueller, who is a daughter of Samuel S. Jewell, and is intermarried with one Theodore D. Mueller and resides in Union County, Ohio.
One eighth to Hulda Turner, who is a daughter of Samuel S. Jewell, and is intermarried with one Monzo W. Turner and resides in Union County, Ohio
One Eighth to John Jewell, who is a son of Samuel S. Jewell and is a person of unsound mind and resides in Union County, Ohio. One eighth to Hannah J. Hudgell, who is a daughter of Samuel S. Jewell, and is intermarried with one R. D. Hudgell and resides in Allen County Ind. One eighth to Mary E Rosette, who is a daughter of Samuel S. Jewell, and is intermarried with one Sanford H Rosette, and resides in Union County, Ohio.
One eighth to George Jewell, who is a son of Samuel S. Jewell, and is a minor over fourteen years of age, and resides in Union County, Ohio.
One eighth to Samuel Jewell, who is a son of Samuel Jewell, and is a minor over fourteen years of age, and resides in Union County, Ohio.
Plaintiff desires to have his interest set off to him in severalty, and prays that the dower of said Roxana Jewell, may be assigned to her, and that subject thereto partition may be ordered, or if that can not be done without manifest injury that then such proceedings may be had as are authorized by law, and if said premises are sold then that they be sold in separate parcels as never divided with her fairness
Bendrick & McCampbell Attorneys for Plaintiff.

The State of Ohio } ss.
Union County, ss. } Charles Jewell, the plaintiff, being sworn maketh oath that the facts stated in the foregoing petition are as affiant believes true. D. S. Jewell
Sworn to by said Charles Jewell before me and signed by him in my presence this 15th day of March A. D. 1884. J. R. Berggren, Clerk.

Praecipe To Clerk:-

Issue Summons to defendants, Lydia Mueller, Theodore D. Mueller Hulda Turner, Monzo W. Turner, John Jewell a person of unsound mind, Mary E Rosette, Sanford H. Rosette, George Jewell, a minor over fourteen years of age and Samuel Jewell, a minor over fourteen years of age to Sheriff of Union County, Ohio.
Endorse: Action in partition & dower
Bendrick & McCampbell Attys. for Plaintiff.

Summons

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

4484 We command you to notify Lydia Mueller, Theodore D. Mueller, Hilda Turner, Monzo W. Turner, John Jewell, a person of unsound mind, Mary E. Rosette, Sanford H. Rosette, George Jewell a minor over fourteen years of age, Samuel A Jewell and Roxanna Jewell that they have been sued by Charles Jewell in the Court of Common Pleas of Union County, and that unless they answer by the 12th day of April A. D. 1884 the petition of said Charles Jewell against them filed in the Clerks Office of said Court said petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 24th day of March A. D. 1884.

Sheriff's Return

Waiver of Summons

Cause

4484

Entry

4484

Witness my hand and the seal of said Court this 15th day of March A.D. 1884
Seal
J. Q. Ampnee, Clerk
Endorsed: An action for Partition and Dower. Rodrick & McCampbell Plaintiffs Attys.
Said Writ was returned and filed March 24th 1884, with the following endorsement thereon, viz:-

Sheriff's Return

The State of Ohio
Union County, ss. } Received this Writ March 15th A.D. 1884, at 2 o'clock P.M., and pursuant to its command, on the 20th day of March A.D. 1884, I served the same by delivering a true copy of this writ with endorsements thereon to each and all of the within named defendants and a copy of the same to Roxana Jewell the person that John Jewell resides with. Sheriff's Fees: Service 1.80, Mileage 2.40, Cop. 2.20
Total $6.40
John Hobensack Sheriff Union County, Ohio

Afterward on the 14th day of April A.D. 1884, a Waiver of Summons was filed with the Clerk of said Court which reads as follows, to-wit:-

Waiver of Summons 4484

Charles Jewell, Plaintiff
Against
Roxana Jewell, Lydia Mullen and T. L. Mullen her husband,
Hulda Turner and Alonzo Turner her husband,
John Jewell, Hannah J Hudgell and R. D. Hudgell her husband,
Mary E. Rosette and S. H. Rosette her husband,
George Jewell and Samuel Jewell, Defendants
} In the Court of Common Pleas of Union County, Ohio. Waiver of Summons of Hannah J. Hudgell and R. D. Hudgell.

We, the undersigned defendants in the above entitled action hereby waive the issuing and service of Summons therein, and voluntarily enter our appearance to said action.
Hannah J. Hudgel
R. D. Hudgel.

Afterward on the 28th of April A.D. 1884, the following Answer was filed with the Clerk of said Court, to-wit:-

Answer 4484

Charles Jewell, Plaintiff
Against
Roxana Jewell et. al. Defendants
} In the Court of Common Pleas, of Union County Ohio
No. 4484
Answer of Roxana Jewell

And now comes the said defendant Roxana Jewell and for answer to the plaintiffs petition herein filed says; that she hereby consents to the sale of the said premises prayed for in plaintiffs petition in this case, and waives the assignment of dower in said premises to her by metes and bounds, or in rents and profits and asks the Court to allow her in lieu of dower such sum of money, out of the proceeds of such sale, as the Court may deem to be the reasonable value of her dower interest in said premises. Her age is 58 years February 9th 1884.
Rodrick & McCampbell Attys. for Def't.

The State of Ohio
County of Union, ss. } Roxana Jewell being sworn makes oath that the facts stated in the foregoing Answer are as affiant believes true. Roxana Jewell.
Sworn to by said Roxana Jewell before me and signed by her in my presence this 28th day of April A.D. 1884.
W. M. Winget J. P.

Afterward on the 8th day of May A.D. 1884, an Entry was made in the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry 4484

Charles Jewell Plaintiff
vs.
Roxana Jewell et. al. Defendants
} Entry.
Case No. 4484
This day the Court appoint A. H. Beightler

as guardians ad litem for John Jewell a lunatic defendant and George Jewell and Samuel Jewell minor defendants herein.

On the 8th day of May A.D. 1884, the following answers were filed with the Clerk of said Court, to wit:-

Answer 4484

Charles Jewell Plaintiff
vs.
Roxana Jewell, et al Defendants

In the Court of Common Pleas, Marion County Ohio
No 4484
Answer of Guardian ad litem

And now comes the said defendants John Jewell a lunatic, and George Jewell and Samuel Jewell, minors, by A.H. Beightler their guardian ad litem appointed by the Court and for answer to the plaintiffs petition say: That they are not informed as to the allegations in said petition and ask the Court to protect their rights in the premises, as to the Court may seem right and proper.

A. H. Beightler, Guardian ad litem of said defendant.

On the 8th day of May A.D. 1884, an Entry was made in the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry 4484

Charles Jewell Plaintiff
vs.
Roxana Jewell et. al Defendants.

No. 4484.
Entry.

And now this cause coming on to be heard on the petition, the answer of John Jewell, George Jewell and Samuel Jewell by their Guardian ad litem and the evidence, the Court find that all of the defendants have had due legal notice of the pendency and demand of the said petition, and that with the exception of those above named, they are in default for answer thereto. Therefore, the Court finds that the plaintiff and the defendants herein after named are tenants in common in the estate described in the petition; that the said Roxana Jewell, widow, is entitled to dower therein, and that subject thereto the plaintiff Charles Jewell has a legal right to the one-eighth of said estate: the defendant Lydia Mentlen a legal right to one eighth part thereof; the defendant Amelia Turner a legal right to one eighth part thereof; the defendant John Jewell a legal right to one eighth part thereof, the defendant Hannah J. Worrell a legal right to one eighth part thereof; the defendant Mary E Rosette a legal right to one eighth part thereof the defendant George Jewell a legal right to one eighth part thereof and the defendant Samuel Jewell a legal right to one eighth part thereof and that the plaintiff is entitled to have partition made of said premises, as prayed in his petition.

It is therefore ordered, adjudged and decreed that partition of said estate be made, and that dower therein be assigned to the said Roxana Jewell; and that A.S. Mowrey, W. H. Robb and John Wiley, three judicious and disinterested free holders of this vicinity are hereby appointed commissioners to make and set off the same. But it is ordered, when the answer of the said Roxana Jewell, that if, in the opinion of said Commissioners said estate can not be divided by metes and bounds without injury to the value thereof, nor dower be assigned and that said premises be appraised free from said dower interest. And it is ordered that a writ issue to the Sheriff of Marion County, Ohio commanding him that by the oaths of the commissioners above named he cause to be set off and divided to each of the above named parties, the part and proportion of said estate to which they are hereinbefore severally found entitled and also to be set off and assigned the dower of the said Roxana Jewell, if said estate can be divided, in manner as above. And of his proceeding herein the said sheriff is ordered to make due return.

Praecipe

Charles Jewell, Plaintiff
vs.
Roxana Jewell et al. Defendants

Court of Common Pleas, Warren County, Ohio.
Waynesville, May 12th 1884

To the Clerk of said Court:-

Issue a Writ of Partition and Dower in the above case, returnable according to law. Broderick & Orr & Campbell Atty's Offs.

4434

On the 12th day of May A.D. 1884, a Writ of Partition and Dower was filed with the Clerk of said Court, which reads as follows, to-wit:-

Writ of Partition

The State of Ohio
Warren County, ss.

Writ of Partition and Dower

To the Sheriff of said County, Greeting:-

We command you, that without delay, by the oaths of A.S. Mowry, W. H. Robb and John Wiley you cause to be set off and assigned to Roxana Jewell widow of Samuel S. Jewell, late of said county, deceased, one forth equal third part of the Real Estate hereinafter described; and that in like manner, by the like oaths of the same men you cause partition to be made of the following real estate, situate in the Township of Liberty, County of Warren and State of Ohio, to-wit: Part of Virginia Military Survey No. 5729. 1st Tract: Beginning at a sugar and dogwood on the South East corner of the John Timmons lot, thence N. 10° W. 62 poles to the N. E. corner of said John Timmons lot, thence with his line South 80° W. 126 poles to the road, thence N. 10° W. 18 poles to the Adams lot thence with the Adams lot N. 80° E. 126 poles to another corner of the Adams lot, thence N. 10° W. 37 poles to Shirks lot, thence with his line N. 80° E. 126 poles to Oakwoods land, thence S. 10° E. 117 poles to a sugar on the South line of said Survey, thence S. 80° W. 126 poles to the beginning containing One hundred and twelve acres. Excepting Mansfield fourteen and 7/10 Acres conveyed by said Samuel S. Jewell and wife to George E. Berry by Warranty Deed, dated April 7th 1869 and recorded in Volume 32 Pages 476 and 477, Warren County, Ohio Deed Records. Second Tract: Beginning at a stone South East corner to Survey No. 5729, thence with the East line of said Survey N. 8° W. 75 6/100 poles to a stake, South East corner to Michael Wigle, thence with his South line S. 82° W. 24 poles to a stake in the centre of the Turner Road, South West corner to Michael Wigle, thence with the centre of said road and West line of said Michael Wigle N. 8° W. 51 poles to a stone. South East corner to Harrison Shaw, thence with said Shaws South line S. 82° W. (passing a stone on the Westerly edge of said road at 20 feet) 105 poles to stake and stone, South West corner to Harrison Shaw and in the East line of Stephen Shirk, thence with the east line of Stephen Shirk and S. S. Jewell S. 8° E. 125 poles to a stake (South West to a lot containing 1 3/10 acres conveyed by George Oakwood to S. S. Jewell) a stone in the South line of Survey No. 5729 bears S. 8° E. 2 poles, thence with the South line of said lot N. 81 3/4° E. 105 poles to the centre of said Turner Road. South East corner to said lot, thence with the centre of said Road S. 8° E. 2 poles to a stake in the South line of said Survey No. 5729, thence with said line N. 81 3/4° E. 24 poles to the beginning containing ninety three Acres. Third Tract: Beginning at a stone in the centre of a road called the Maxville Turner Road and in the South line of 112 acres deeded by George Smith to George Oakwood April 18th 1864, thence running with said line S. 80° W. 105 poles to the line of land now owned by said S. S. Jewells heirs, thence N. 10° W. 2 poles with his line, thence N. 80° E. 105 poles to the centre of said road, thence with the centre of said road to the beginning, Containing one acre and 50 poles, more or less. Subject to said dower estate, among the persons named herein and in the following proportions, to-wit:- To Charles Jewell 1/8 part. To Lydia Mueller 1/8 part. To Wealthy Turner 1/8 part. To Julia Jewell 1/8 part. To Hannah J. Woodgell 1/8 part. To Mary E. Rosetta 1/8 part. To George Jewell 1/8 part. To Samuel Jewell 1/8 part. And 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 Charles Jewell is petitioner and Roxana Jewell et al. are respondents; and that you proceedings in the premises you distinctly certify, under your hand, to our said Court forthwith.

Witness my name and the seal of the Court of Common Pleas at the Court House in Marysville, Ohio, this 12th day of May A.D. 1884

Seal

J. L. Bonnycastle, Clerk.

Sheriff's Return

Sheriff's Return

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of A. Mowry, W. H. Robt and John Wiley empanneled to be impaired to the widow of deceased, and partition to be made of the premises in said Writ described: and the said Commissioners being of the opinion that the said premises can not be divided without manifest injury, I have caused the same to be appraised: all of which will more fully appear by reference to the report of the said Commissioners, herewith returned. Sheriffs Fees: Service 60, Mileage 1.60, Executing Writ 1.00, Swearing Com. 1.20, Report of Com. 2.00 — $ 6.40 Commissioners 8.00, Total $ 14.40 Given under my hand this 15th day of May A.D. 1884

John Habermack, Sheriff.

Comm. Report

Commissioner's Report

Charles Jewell Plaintiff

Against

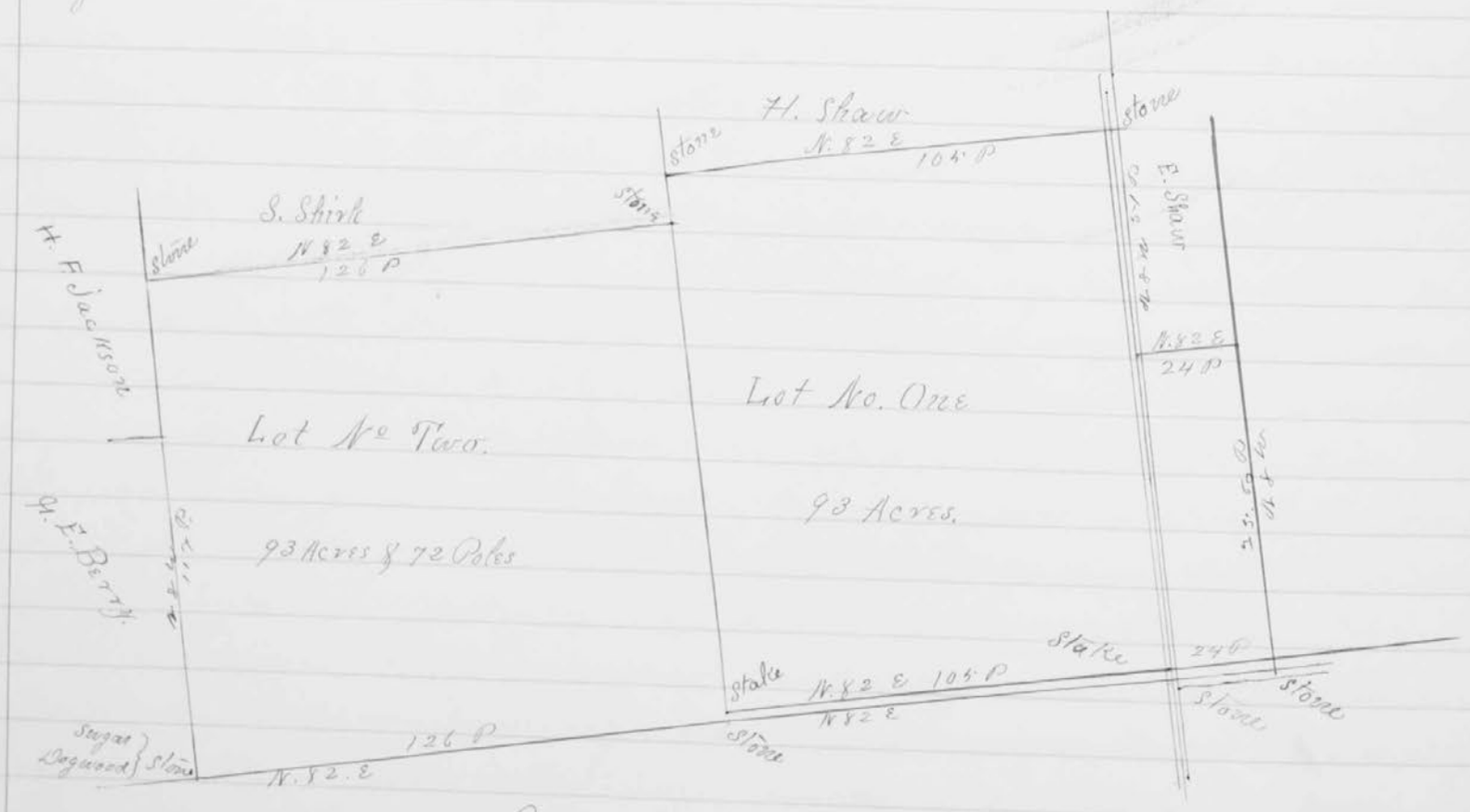
Roxana Jewell et als Defendants

Union County, ss. Court of Common Pleas

In Partition and Dower.

4484

According to the command of the Writ of Partition and Dower in this case issued, and on call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, We divided said premises into Lots No one and two and caused a plat and description of said Lots to be made as follows:-



Description of Lot No. 1.

Situate in the County of Union and State of Ohio and being part of Virginia Military Survey No. 5729. Beginning at a stone (Hickory, Cole, Ironwood and Sugar gone) South East corner to said Survey No. 5729, Thence with the East line of said Survey N 8° W 75 6/100 poles to a stake South East corner to E. Shaws land, Thence with the South line of said land S. 82° W. 24 poles to a stake South West corner to said lands in the center of the Turner Road, Thence with the center of said road

N. 8° W 51 poles to a stone South East corner to Harrisons Evans's land, Thence with the South line of said land S 82° W 1 passing a stone on the Westerly rectangle of said Road at 20 feet) 103 poles to a stake and stone South West corner to said Harrison Evans on the East line of Stephen Shicks land, Thence S. 8° E 125 poles to a stake North West corner to a lot containing 1 5/100 Acres conveyed by George Oakwood to S. S. Jewell a stone on the South line of said survey No 5729 bears S 8° E 2 poles. Thence with the South line of said lot N 82° E 103 poles to a stake corner to said lot on the center of said Tinnee Road. Thence with the center of said road S 8° E 2 poles to a stake on the South line of said Survey No 5729. Thence with said line N 82° E 24 poles to the beginning, Containing 9 3 Acres, more or less.

Description of Lot No 2.

Situate on the County of Upsher and State of Ohio, and being part of Virginia Military Survey No 5729. Beginning at a stone witnessed by a sweet and dogwood on the South line of said survey No 5729 and corner to George E Perry's land, Thence with the East line of said land and the East line of H. T Jacksons land N 8° W 117 poles to a stone South West corner to Stephen Shicks land, Thence with the south line of said land N. 82° E 126 poles to a stone South East corner to said Stephen Shicks land, Thence S 8° E 115 poles to a stake (South West corner to a lot containing 1 5/100 Acres conveyed by George Oakwood to S. S. Jewell) Thence with the South line of said lot Se. 82° E 103 poles to a stake South East corner to said lot on the center of the Tinnee Road, Thence with the center of said road S. 8° E 2 poles to a stake on the South line of said Survey (No 5729. Thence with said line S 82° W 231 poles to the beginning, Containing 93 Acres and 72 poles, more or less.

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 as follows: Dot No one at $60.00 per acre amounting to $5580.00 free from the dower Estate of Roxana Jewell. Dot No Two at $45.00 per acre amounting to $4207.00 free from the dower estate of Roxana Jewell.

Free:- A. S. Mowry Commissioner	1 day	$1.00
W. H Robb Commissioner	1 day	1.00
John Wiley Commissioner	1 day	1.00
A. S. Mowry Surveyor, Plat, Descriptions &c.		5.00
		$8.00

Given under our hands this 13th day of May A D. 1884

A. S. Mowry
W. H. Robb } Commissioners
John Wiley

Afterward on the 17th day of May A. D. 1884 said Entry was made in the Journal by the Clerk of said Court which reads as follows, to-wit:-

Charles Jewell Plaintiff
vs.
Roxana Jewell et. al. Defendants } 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 injury to the value thereof, and that said commissioners have made and returned their appraisement of said premises (free from the dower of said Roxana Jewell) in the sum of $5580.00 for Lot No one and $4207.00 for Lot No Two. 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 appraisal

Entry
4484

value, and the said Roxana Jewell having by her Answer answered down by metes and bounds, and asked that in lieu thereof the value be paid her in money, on motion of the plaintiff, it is ordered that said premises be sold at public auction free of the dower of the said Roxana Jewell, and that an order issue therefor to the Sheriff of Union County Ohio, to sell said premises in two different tracts as follows: Lot No 1 Situated in the Township of Liberty County of Union and State of Ohio. Part of Virginia Military Survey No. 5729 Beginning at a stone (hickory, ash, ironwood and sugar grove) South East-corner to said Survey No 5729, Thence with the east-line of said Survey N. 8° W. 75 6/100 poles to a stake South East-corner to E Shaws land, Thence with the South-line of said land S. 82° W. 27 poles to a stake South West-corner to said lands in the center of the Thurman Road, Thence with the center of said road N. 8° W. 51 poles to a stone South East-corner to Harrison Shaws land, Thence with the South-line of said land S. 82° W. (passing a stone on the Northerly rear-margin of said road at 20 feet) 105 poles to a stake and stone, South West-corner to said Harrison Shaws land on the East-line of Stephen Shinks land, Thence S. 8° E 12 3/4 poles to a stake (North West corner to a lot-containing 1 3/100 Acres conveyed by George Oakwood to S. S. Jewell) a stone on the South-line of said Survey No. 5729 bears S. 8° E 2 poles, Thence with the North line of said lot N. 82° E 10 3/4 poles to a stake corner to said lot-on the center of said Thurman Road, Thence with the center of said road S. 8° E 2 poles to a stake on the South line of said Survey No 5729, Thence with said line N. 82° E 24 poles to the place of beginning. Containing Ninety Three (93) acres more or less. Lot No 2. Situate in the Township of Liberty, County of Union and State of Ohio. Part of Virginia Military Survey No. 5729. Beginning at a stone witnessed by a sugar and dogwood on the South line of said Survey No. 5729 and corner to George E Beers land, Thence with the East-line of said land and the East-line of W. H. Jackson's land N. 8° W. 117 poles to a stone South West-corner to Stephen Shinks land, Thence with the South-line of said land N. 82° E 126 poles to a stake North East corner to said Stephen Shinks land, Thence S. 8° E. 113 poles to a Stake North West-corner to a lot-containing 1 5/160 acres conveyed by George Oakwood to S. S. Jewell, Thence with the North line of said lot N. 82° E. 10 3/4 poles to a stake, north east-corner to said lot-on the center of the Thurman Road, Thence with the center of said road S. 8° E 2 poles to a stake on the South line of said Survey No 5729, Thence with said line S. 82° W. 231 poles to the place of beginning Containing Ninety Three (93) acres and Seventy two (72) poles, more or less. And the said Sheriff is ordered to return his proceedings to this Court without unnecessary delay.

Praecipe

Charles Jewell, Plaintiff
vs.
Roxana Jewell et. al. Defendants
44484

Court of Common Pleas, Union County Ohio.
Marysville, May 26th 1884
To the Clerk of said Court:-
Issue an Order of Sale in the above case returnable according to law. McDonald & Bordwell Attorneys.

Order of Sale
44484

Issued May 26th A.D. 1884

The State of Ohio
Union County, ss.
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 Union at the April Term A.D. 1884, in a certain Petition for Partition wherein Jewell and others are respondents, we command you that without delay, you proceed to sell at public auction, the lands and tenements in said petition

Sheriff's Return

described, to-wit
part of Virginia
ward and
line of said
Thence with
to said land
road N. 8°
with the
of said
Harrison
to a stake
Oakwood to
pole; thence
said lot-line
8° E. 2 poles
line N. 82°
Description
being part of
a Sugar and
George E. Beers
W. H. Jackson
land. Thence
East-corner
West-corner
Thence with
to said lot-line
S. 8° E. 2 poles
said line
more or less.
that upon
Common

Seal
Said West corner

As commanded
herein described
sale, in the
in Union
M. on said
at public
properly sold
property next
appraised
Sheriff's Fees:-
Mortgage 2.00

Afterwards
were filed

described, to-wit:- Situate in the County of Vinton and State of Ohio and being part of Virginia Military Survey No. 5729. Beginning at a stone (hickory, Axle, Ironwood and Sarvice gone) South East corner to said Survey No. 5729. Thence with the East line of said Survey N. 8° W. 75 60/100 poles to a stake, South East corner to E Shaws land. Thence with the South line of said land S 82 W. 24 poles to a stake South West corner to said lands in the center of the Jackson Road, Thence with the center of said road N. 8° W. 51 poles to a stone South East corner to Harrison Shaw's land. Thence with the South line of said land S. 82° W. (passing a stone on the Westerly margin of said Road at 20 feet) 105 poles to a stake and stone South West corner to said Harrison Shaws in the East line of Stephen Slicks land. Thence S. 8° E. 125 poles to a stake (North West corner to a lot conveyed by George Oakwood to S. S. Jewell) a stone in the South line of said Survey No. 5729 thence S. 8° E 2 poles; thence with the North line of said lot N. 82° E 105 poles to a stake corner to said lot in the center of said Jackson Road, Thence with the center of said road S. 8° E. 2 poles to a stake in the South line of said Survey No. 5729. Thence with said line S 82° W. 231 poles to the beginning. containing 93 acres and 72 poles more or less. Appraised Free from the Dower Estate of Roxana Jewell; and that upon proceedings in the premises upon make Returns to over said Court of Common Pleas at their next term; and have upon there and there this Writ.

Witness my hand and the Seal of the said Court, at Marysville this 26th day of May A. D. 1884. J. D. Bourgeois Clerk

Seal.

Said Writ was returned and filed July 12th 1884, endorsed as follows, to-wit:-

Sheriff's Return

Sheriff's Return

As commanded by this Writ, I have caused the lands and tenements, herein described, to be duly advertised for thirty days next preceding the day of sale, in the Marysville Tribune a newspaper printed and in general circulation in Union County, Ohio; and on the 5th day of July 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:- First described property sold to Roxana Jewell at $5.97 1/2 per Acre Total $555.37 1/2 (Second described property not sold for want of bidders) said sum being more than two-thirds the appraised value; and she being the highest and best bidder was declared purchaser Sheriffs Fees:- Service .30, Mileage 1.60, Copy to Plaintiff 30, Poundage 24.00 Total 26 20/100 Mortgage 2.00, Deed 2.00, Recording Deed 1.25, Total $31.45. Plaintiffs Fees 21.00, Total $52 45/100

John H Oberwinck Sheriff

Afterward on the 8th day of September A. D. 1884 the following Proof of Publication was filed with the Clerk of said Court, to-wit:-

Proof of Publication

4484

Charles Jewell Plaintiff
vs.
Roxana Jewell et als Defendants

Sheriff's Sale
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 Marysville, Ohio, on Saturday, July 5th 1884, at or about the hour of one o'clock P. M. on said day, the following described property, to-wit:- Situate in the County of Union, State of Ohio, and being known and described as being part of Virginia Military Survey No 5729, beginning at a stone (hickory, ash, ironwood and sugar gone) South East corner to Survey No. 5729; Thence with the East line of said Survey North 8° West 75 5/10 poles to a stake South East corner to E. Shaws land; Thence with the South line of said land South 82° West 24 poles to a stake South West corner to said lands in the center of the Prince Road; Thence with the center of said road North 8° West 51 poles to a stone South East corner to Harrison Shaw's land; Thence with the South line of said land South 82° West (passing a stone on the Westerly margine of said road at twenty feet) 105 poles to a stake and stone South West corner to said Harrison Shaw's in the East line of Stephen Shanks land; Thence South 8° East 125 poles to a stake (North West corner to a lot containing 1 3/10 acres conveyed by George Oakwood to S. S. Jewell) a stone in the South line of said Survey No 5729 bears South 8° East 2 poles; Thence with the North line of said lot North 8° East 105 poles to a stake corner to said lot in the center of said Prince Road; Thence with the center of said road South 8° East 2 poles to a stake in the South line of said Survey No 5729; Thence with said line North 82° East 24 poles to the beginning, containing 93 acres, more or less. Also the following described tract of land situate in the County of Union, State of Ohio, and being part of Virginia Military Survey No 5729, beginning at a stone witnessed by a sugar and dogwood in the south line of said Survey No 5729 and corner to George E. Berrys land; Thence with the east line of said land and the East line of H. H. Jacksons land North 8° West 117 poles to a stone South West corner to Stephen Shanks land; Thence with the South line of said land North 82° East 126 poles to a stone South East corner to said Stephen Shanks land; Thence South 8° East 113 poles to a stake (North West corner to a lot containing 1 3/10 acres conveyed by George Oakwood to S. S Jewell); Thence with the North line of said lot North 82° East 105 poles to a stake North East corner to said lot in the center of the Prince Road; Thence with the center of said road South 8° East 2 poles to a stake in the South line of said Survey No 5729; Thence with the said line South 82° West 231 poles to the beginning, Containing 93 Acres and 72 poles more or less First described tract appraised at $60.00 per acre, Total $5,580.00 Second described tract appraised at $43.00 per acre, Total $4,209.00 The whole of these lands will be sold free of dower. Terms of Sale - One-third cash; one-third in one year; one third in two years, with interest on deferred payments. John Holbrook Sheriff

Bendick & McCampbell, Attorneys,

June 4th 1884 - 5 fees pd 24.00

The State of Ohio
Union County, ss. The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the Marysville Tribune a newspaper of general circulation in the County of Union, the first publication beginning with June 4th 1884.

W. O. Shearer

Sworn to and subscribed before me, this 8th day of Sept. 1884

J. D. Bourquin Clerk

On the 12th day of July A.D. 1884, a Praecipe was filed with the Clerk of said Court which reads as follows, to-wit:-

---

Charles Jewell
vs
Roxana Jewell

Praecipe

4484

said County

On the 12
by the Clerk
The State
Union Coun
Roxana Jewe
you proceed
petition desc
and being pa
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and corner
and the East
West corner
N. 82° East
thence S. 8°
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said lot N. 8
the Prince Ro
in the South
W. 231 poles
appraised at
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at three suc

Seal

Said Writ was

As commanded
described, to
the Marysville
County, Ohio
day, at the
auction, the
E. Rosette wh
were being
highest and be
Copy to print
Printers Fees

Charles Jewell, Plaintiff
vs
Roxana Jewell et al. Defendants

Court of Common Pleas, Vinton County O.
Wrangerville, Ohio July 12th 1884

Praecipe

To Clerk:-

44484

Issue Alias Order of Sale to Sheriff of said County in above entitled case. Returnable according to law.

Broderick and McCampbell.
Attys for Plaintiff.

On the 12th day of July A.D. 1884, 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 } Order of Sale in Partition
Vinton County, ss. } To the Sheriff of said County, Greeting:

44484

Ins pursuance of the order of our Court of Common Pleas, within and for the County of Vinton at the April Term, A.D. 1884, in a certain Petition for Partition, now pending in said Court, wherein Charles Jewell is petitioner, and Roxana Jewell et. al are respondents, we command you that, without delay, you proceed to sell at public outcry, the lands and tenements in said petition described, to-wit:- Situate in the County of Vinton and State of Ohio and being part of Virginia Military Survey No. 5729. Beginning at a stone witnessed by a sugar and Dogwood in the South line of said Survey No. 5729 and corner to George E. Berry's land; thence with the East line of said land and the East line of H.H. Jackson's land N. 8° W. 117 poles to a stone South West corner to Stephen Slinks land; thence with the South line of said land N. 82° East 126 poles to a stone South East corner to Stephen Slinks land; thence S. 8° E 115 poles to a stake (North West corner to a lot containing 1 3/4 acre conveyed by George Dockwood to S.S. Jewell) thence with the South line of said lot N. 82° E 105 poles to a stake North East corner to said lot in the centre of the Vinton Road; thence with the centre of said road S 8° E 2 poles to a stake in the South line of said Survey No. 5729; thence with said line South 82° W. 231 poles to the beginning Containing 93 acres and 72 poles, more or less (Appraised at $4207 00 ($45.00 per Acre) free from the Dower Estate of Roxana Jewell; and that you proceedings in the premises you make known to our said Court of Common Pleas at their next term; and have you then and there this Writ.

Witness my hand and the Seal of the said Court at Wrangerville O.
Seal this 12th day of July A.D. 1884.

J.D. Bergen Clerk

Said Writ was returned and filed A.D. 1884 Endorsed 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 Wrangerville Tribune a newspaper printed and in general circulation in Vinton County, Ohio: and on the 16th day of August 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 there came Mary E. Rosette who bid the sum of Thirty-six dollars per acre or ($3364.20) said sum being more than two thirds the appraised value; and she being the highest and best bidder was declared purchaser. Sheriffs Fees:- Service 30, Mileage 1.60 Copy to printer 30, Printage 18.45, Total 20.65. Deed 2.00, - Deed 2.00 Total $24.65- Printers Fee $13.50 Total $38. 15/100

Johan Habenreck Sheriff, Vinton County, Ohio.

Afterwards on the 8th day of September A.D. 1884, a Proof of Publications were filed with the Clerk of said Court, which reads as follows, to-wit:-

Proof of Publication

Charles Jewell, Plaintiff
vs.
Roxana Jewell et al. Defendants

Sheriff's Sale
Order of Sale in Partition
Court of Common Pleas, Wayne County, Ohio.

7484

By virtue of the above stated writ to me directed from the Court of Common Pleas of Wayne County, Ohio, I will offer at public sale at the North door of the Court-House in Wooster, Ohio, on Saturday, August 16th 1884, at or about the hour of 1 o'clock P M., on said day, the following described real estate, to-wit: Situate in the County of Wayne State of Ohio, and being part of Virginia Military Survey No. 5729, beginning at a stone witnessed by a sugar and dogwood on the South line of said Survey No. 5729 and corner to George E. Berry's land; thence with the East line of said land and the East line of H. D. Jackson's land North 8° West 117 poles to a stone South West corner to Stephen Shirk's land; thence with the South line of said land North 82° East 126 poles to a stone South East corner to said Stephen Shirk's land; thence South 8° East 115 poles to a stake, North West corner to a lot containing 1 3/10 acres, conveyed by George Crabtree to S. S. Jewell; thence with the North line of said lot North 82° East 105 poles to a stake North East corner to said lot in the center of the Fooster road; thence with the center of said road South 8° East 2 poles to a stake in the South line of said Survey No. 5729; thence with said line South 82° West 231 poles to the beginning. Containing 93 acres and 72 poles, more or less. Appraised at $74.00 per acre. Total $7,207.00 The whole of this land will be sold free of dower. Terms of Sale One-third cash; one-third in one year; one-third in two years, with interest on deferred payments. John H Obermeyer Sheriff

July 16th 1884 4w- pf $13.50

Bardwell & McCampbell, Attorneys.

The State of Ohio
Wayne County ss. } The undersigned, being duly sworn, says that a copy of the annexed notice was published for four consecutive weeks in the Wayne Tribune a newspaper of general circulation in the County of Wayne, the first publication beginning with July 16th 1884.

W. C. Shearer

Sworn to and subscribed before me, this 8th day of Sept. 1884

J. D. Bangner Clerk.

Afterwards, on the 6th day of October A.D. 1884, an Entry was made in the Journal by the Clerk of said Court which reads as follows, to-wit:-

Charles Jewell Plaintiff
vs
Roxana Jewell et al. Defendants

No. 7484

Entry

Entry

7484

On motion of the plaintiffs and upon proceeding the return of the Sheriff of his proceedings and sale under the former order of this Court, and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed. And the Sheriff is ordered by deed duly executed to convey the first-described tract of said premises to Roxana Jewell, the purchaser, in fee simple free of dower; and the second described tract of said premises to the purchaser Henry E. Rosette in fee simple free of dower. And the said Roxana Jewell having asked that in lieu of her dower she may be paid her in money, the Court finds the just and reasonable value of her dower interest in said first-described tract to be Nine hundred and Seventy-Seven and 96/100 Dollars. And in the second described tract to be Three hundred and Ninety and 27/100 Dollars. It is further ordered that out of the proceeds of said sale of said first-described tract the Sheriff pay 1st to the Clerk of this

Court-one half the costs of this action, including one-half of a counsel fee of One Hundred and Thirty Nine and 40/100 Dollars to Overlock and Mc. Campbell for their services herein, taxed at $273.25, the one-half thereof being $136.63

2nd To the said Roxana Jewell, widow the said sum of $777.25 as and for her full dower interest in the said premises (first tract).

3rd And of the residue of the proceeds of said sale, to the said plaintiff Charles Jewell, one-eighth of the cash proceeds, to-wit, the sum of $97.28 and also one-eighth of the notes for the deferred payments. To the said defendants Lydia Wentlee, Melvida Towne, John Jewell, Hannah J. Hindgell, Mary E. Rosette, George Jewell and Samuel Jewell each one-eighth of the cash proceeds, to-wit: the sum of $97.28 and also one-eighth of the notes for the deferred payments.

It is further ordered that out of the proceeds of said sale of said second described tract the Sheriff pay 1st The remainder of the costs of this action including the remainder of said Counsel fee, to-wit, the sum of $136.62 2nd To the said Roxana Jewell, widow, the said sum of $570.22 as and for her full dower interest in the said premises. 3rd And of the residue of the proceeds of said sale, to the plaintiff, Charles Jewell, one eighth of the cash proceeds, to-wit, the sum of $49.21 and also one-eighth of the notes for the deferred payments To the said defendants, Lydia Wentlee, Melvida Towne, John Jewell, Hannah J. Hindgell, Mary E. Rosette, George Jewell and Samuel Jewell each one-eighth of the cash proceeds, to-wit: the sum of $49.21 and also one-eighth of the notes for the deferred payments. The said Mary E. Rosette being the purchaser of said second described tract her interest as here in recognized therein and the Sheriff relieved from the accounting therefor as such here.

Attest J. D. Burgner Clerk.
By A. R. Burgner, 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 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. Whereupon, To-wit:- On the 5th day of March A. D. 1883, the following Petitions were filed with the Clerk of said Court, to-wit:-

Petition

Sylvester Taylor Plaintiff
vs.
Isaac Mackie and James Wyankoop,
Partners as Mackie & Wyankoop,
W. H. Merriott and H. H. Merriott
Partners as W. H. Merriott & Bro. and
James A. Hoggett Defendants.

Court of Common Pleas
Union County Ohio

Petition

4212

Plaintiff says: that he is the owner in fee and has title for the following described real estate situate in the village of Richwood County of Union and State of Ohio, to-wit: Being Lots numbers Seven Hundred and Sixty Six (766), Seven Hundred and Sixty Seven (767) and Seven Hundred and Sixty Eight (768) in John A Drake Additions to the village of Richwood in the County of Union and State of Ohio as the same are known and designated on the Recorded Plat of said Additions to said Village in the Deed Record of said County together with the privileges and appurtenance to the

same belonging. The defendants Martin & Wyckoff and W. H. Marriott & Bro. as plaintiff is informed and believes have obtained judgments before a justice of the Peace in the Township of Claibourne in the said County against one O. J. Monroe and on said judgments have procured executions which are now in the hands of the defendant James A. Huggett a Constable within and for the said Township in said County, and said Constable has made a levy on a dwelling house built upon one of the lots owned by this plaintiff and which said dwelling house is owned by this plaintiff: And said Constable has advertised said dwelling house to be sold at public vendue on the 8th day of March A.D. 1883, and is endeavoring and threatening thus to sell said dwelling house to satisfy the said judgments so as aforesaid procured by the said Martin & Wyckoff and the said W. H. Marriott & Bro. against the said O. J. Monroe and to remove the said dwelling house from the said lot to the great and irreparable damage and waste of said property and loss to this plaintiff. Plaintiff further says that the said Real Estate was never at any time in the name of the said O. J. Monroe and that this plaintiff has no interest or liability in any manner or form in the said judgments.

Plaintiff therefore asks an order restraining the said defendants from the sale of said house and for all proper relief.

Robinson & Piper Attorneys for Plaintiff

State of Ohio }
Union County ss. } Sylvanus Taylor the plaintiff being duly sworn according to law says the facts stated and allegations in his foregoing petition are true.

Sylvanus Taylor

Sworn to before me by Sylvanus Taylor and by him subscribed in my presence this 5th day of March A.D. 1883 J. Q. Bungner Clerk

Praecipe — To Clerk:-

Issue Summons upon the foregoing petition to the Sheriff of Union County, Ohio, for James A. Huggett, returnable according to law. Endorse equitable relief, injunction allowed.

Robinson & Piper Attorneys for Plaintiff

Injunction allowed, as prayed for in the Petition, until otherwise ordered, on the plaintiff giving bond in the sum of One Hundred and Fifty Dollars with surety to the acceptance of the Clerk of the Court of Common Pleas of Union County Ohio.

Fees $2.00

John B Coate Probate Judge.

On the 5th day of March A.D. 1883 an Order of Injunction was filed with the Clerk of said Court which reads as follows, to-wit:-

Order of Injunction

Sylvanus Taylor, Plaintiff
vs.
Geo. Martin, James Wyckoff
W. H. Marriott and H. W. Marriott
and James A. Huggett, Defendants }

Order of Injunction.
Before the Probate Judge
Union County, Ohio, March Term A.D. 1883
Motion for Temporary Injunction, in the Court of Common Pleas, Union County, Ohio.

4212

And now, on this fifth day of March 1883, came the plaintiff, by Robinson and Piper his attorneys; and it being made to appear that there is at this time no Common Pleas, District or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff herein filed, and after hearing the argument of counsel, and being fully advised in the premises, it is considered and ordered

that a temporary injunction be and the same hereby is allowed in this case to enjoin the said defendants from the sale of the dwelling house in the petition described by the said defendants until ordered as prayed for in said petition of plaintiff. It is further ordered that the Clerk of this Court of Common Pleas issue summons in this case endorsed injunction allowed, upon said plaintiff giving an undertaking to the said defendants conditioned according to law with security to be accepted by the said Clerk of the Court of Common Pleas, in the sum of $ 150.00

Seal

John B. Meade, Probate Judge

Upon the 5th day of March A.D. 1883, the following Undertaking by Plaintiff for Injunction was filed with the Clerk of said Court, to wit:- (Sec. 242)

Undertaking by Plaintiff for Injunction

Sylvanus Taylor Plaintiff
vs.
Geo. Martin et al. Defendants

State of Ohio, Muskingum County, ss. Court of Common Pleas.

We hereby covenant to the said defendants Geo. Martin et. al. in the sum of One Hundred and Fifty Dollars, that the said plaintiff Sylvanus Taylor shall pay to the said defendants the damages they may sustain by reason of the injunction in this action, if it be finally decided that the said injunction ought not to have been granted. March 5th 1883

S. Taylor
A. P. Mowery

This undertaking approved by me this 5th day of March, 1883.

J. P. Berggren Clerk of said Court

Upon the 7th day of March A.D. 1883, the Summons was issued by the Clerk of said Court which reads as follows, to wit:-

Summons

The State of Ohio
Muskingum County, ss.

To The Sheriff of the County of Muskingum, Greeting:-

We command you to notify James A. Berggart that he and others have been sued by Sylvanus Taylor in the Court of Common Pleas of Muskingum County, and that unless he answers by the 7th day of April A.D. 1883 the petition of said Sylvanus Taylor against them filed in the Clerks Office of said Court, said petition will be taken as true, and judgement rendered accordingly. You will make due return of this summons on the 17th day of March A.D. 1883. Witness my hand and the seal of said Court, this 7th day of March A.D. 1883

Seal

J. P. Berggren, Clerk.

Endorsed: Suit action for Equitable relief. Injunction allowed.

Robinson & Piper Plff's Att'y

Said Writ was returned and filed March 10th 1883, endorsed as follows, to wit:-

Sheriff's Return

The State of Ohio
Muskingum County, ss.

Received this Writ March 7th A.D. 1883, at 10 o'clock A.M. and forwarded to the command, on the 7th day of March A.D. 1883. I served the same by delivering a certified copy thereof with endorsements thereon to the within named James A. Berggart defendant. Sheriff's Fees: Service 30, Mileage 2.5-6, Copy 20, Total $ 3.06

John Osbornack Sheriff.

Afterward, on the 17th 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:-

(over)

Eveley
4212

Sylvanus Taylor Plaintiff
vs.
Isaac Martin and others, Defendants

Injunction

And now come the parties by their Attorneys and this cause came on to be heard upon pleadings and evidence and the Court being fully advised in the premises do find the equities of the case in favor of the plaintiff and that the injunction be and is made perpetual. It is therefore ordered, adjudged and decreed that said injunction be and the same is hereby made perpetual and forever that the defendants Isaac Martin and Frances Hyink pay the costs of plaintiff herein expended taxed to $

Attest-J. D. Bergner Clerk
By A. R. Bergner, Deputy

Supplemental Record to Case No. 4022 in Vol. 21. Page 376

Pleas before His Honor John A. Price, Judge of the Court of Common Pleas, begun and held at the Court-House in the town of Wauseville within and for the County of Putnam 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.

Whereupon, to-wit:- On the 28th day of June A. D. 1882, the following Petition was filed with the Clerk of said Court:

Petition

Velasco J. Case, Plaintiff
vs.
Peleg Dearstone as Administrator of Newton Case, deceased, Defendant
Court of Common Pleas Putnam County, Ohio
4036

Petition

The plaintiff says that the above action is founded upon an account for the necessaries and proportionment of money only of which the following is a copy, to-wit:

Peleg Dearstone, Administrator of the Estate of Newton Case, deceased.

			Dr.
1862.	To Velasco J. Case		
Aug. 1st	To furnishing $14.00 and two tops fronts at $7.00 each from 1862 until 1865	$	28.00
Sept 1st	To carpenter work one day done at the request of Newton Case		1.50
	To Lime Bill and Hauling Lime at Newton Case's request		25.00
1863 Apr. 1st	To furnishing and planting Apple trees at Newton Case's request		11.00
1864 Oct 1st	To building Ketchen to house at the request of Newton Case		60.00
1866 July 1st	To building smoke house, at request of Newton Case - and material		15.00
Oct 1st	To building house at request of Newton Case, paying carpenter-work and furnishing material		250.00
1874	To building road shed to house at request of Newton Case		40.00
1876, Oct. 1st	To building picket-fence at request of Newton Case		50.00
May 1st	To help put fence of Newton Case and repairing house and barnes fence May 1st 1876 to August 1st 1881 at $25.00 per year		131.00
1871	To reading evidence for Newton Case		20.00
1878 Oct. 1st	To building corn cribs at request of Newton Case		66.00
1880 Oct	To fruit-trees furnished at the request of Newton Case		20.00
1881	To furnishing fruit-trees		6.00
1877	To furnishing Grass seed		6.00
	to pone taggy		100.00
		Total	$978.00

State of Ohio
Union County, ss. } I, Velasco J. Case, the owner of the above claim against the estate of Newton Case, deceased do make solemn oath that the same is justly due; that no payments have been made thereon; and that there are no off-sets against the same, to the knowledge and belief of affiant.

Velasco J. Case

Sworn to and subscribed before me this 11th day of April 1882
Seal.

E. W. Porter Notary Public

April 12th 1882, The within is not accepted by me as a valid claim against the estate of Newton Case deceased, but rejected.

Peleg Cranston Administrator of the Estate of Newton Case deceased

There are no credits thereon. That said Peleg Cranston is the duly appointed and qualified administrator on the estate of said Newton Case deceased. That said account was duly verified by plaintiff, and was on the 12th day of April 1882, duly presented to said Peleg Cranston as such administrator for his allowance as a just claim against the estate of said Newton Case, but no part of said account was allowed by said administrator but the whole was rejected by him as appears upon said account. That there is now due to plaintiff from said defendant as such administrator on said account the sum of Nine Hundred and Seventy Eight Dollars which he claims with interest from the date of each item respectively. Plaintiff therefore asks judgment against the defendant as such administrator for said sum of Nine Hundred and Seventy-Eight Dollars, with the interest as aforesaid stated.

Ayers, Porter & Porter and Cameron Attorneys for Plaintiff.

State of Ohio
Union County, ss. } Velasco J. Case, the plaintiff, being first duly sworn, makes oath that the facts stated in the foregoing petition are true as he verily believes

V. J. Case

Sworn to by Velasco J. Case before me and signed by him in my presence this 28th day of June 1882.

J. Q. Burgner, Clerk.

The defendant Peleg Cranston, Administrator of the Estate of Newton Case deceased enters his appearance as such to the above cause.

June 28th 1882.

Peleg Cranston Administrator of Newton Case, By Robinson & Piper

Afterward on the 14th day of March A.D. 1884, an answer was filed with the Clerk of said Court which reads as follows, to-wit:-

Answer

Velasco J. Case, Plaintiff
vs.
Peleg Cranston Administrator etc. Defendant } Court of Common Pleas, Union County Ohio

Answer

4056

The said Peleg Cranston Administrator of the estate of Newton Case deceased now comes and with the consent of the heirs of said Newton Case deceased says he admits the said account filed with the plaintiffs petition for $978.00 with the interest as therein claimed as a valid claim against said Administrator to be paid out of the said estate of Newton Case deceased in satisfaction for the items of work, material and property therein described and he withdraws his former rejection of said account and consents that a judgment for said sum and costs may be entered up against said Administrator without prejudice to any notes which the said estate holds against plaintiff in this Court.

Robinson & Piper Attys for Defendant.

The State of Ohio }
Ottawa County, ss. } Peleg Branstore being duly sworn deposes and says the allegations of the foregoing answer are true as he believes

Peleg Branstore Administrator of
the estate of Newton Case,

Sworn to before me and signed in my presence, by Peleg Branstore this 13th day of March 1884
J. H. Kinkade J. P.
Verification fee 25 cents, J. H. Kinkade J. P.

Afterwards on the 16th day of April A.D. 1884, an Entry was in the Journal by Clerk of said Court which reads as follows, to-wit:-

Entry 4056.

O. J. Case Plaintiff
vs.
Peleg Branstore Admr. &c Defendant } Entry.

This cause having been settled by the decree of the District Court of this County in the case of O. J. Case against Chesden M. Case and others, this cause is dismissed at the costs of the defendant to be paid as Administrator out of the estate of Newton Case deceased.

With record are consolidated with said cause in the District Court.

Appeal Bond 4022

On the 21st day of March A.D. 1883, an Appeal Bond was filed with the Clerk of the District Court which reads as follows, to-wit:-

Appeal Bond

Know all men by these Presents, that we C. M. Case, O. E. Yonkins and P. Branstore are held and firmly bound unto Velasco J. Case in the penal sum of Three Hundred Dollars, to the payment of which, well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs and executors and administrators. Signed by us, and dated this 21st day of March A.D. 1883. The conditions of the above obligations is such, that whereas the said Chesden M. Case, Cordelia Kent and Elmira Kent, Electa Wilcox and Charles Wilcox, Rachel Jarlen and William Jarlin and Clemma Yonkins have taken an appeal from a certain judgment rendered against them in favor of the said Velasco J. Case in the Court of Common Pleas within and for the County of Ottawa in the State of Ohio, at the January Term thereof, A.D. 1883 for the conveyance of 165 acres of land to said Velasco J. Case by the said appellants to the District Court within and for the County aforesaid. Now if the said appellants shall abide and perform the order and judgment of said District Court and shall pay all moneys, costs and damages, which may be required 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 { C. M. Case Seal
O. E. Yonkins Seal
P. Branstore Seal

Approved the above Bond, and the sureties thereto this 21st day of March A.D. 1883.
J. Q. Brugger, Clerk.

Afterwards on the 21st day of June A.D. 1883, the following certified Copy of Journal Entry was filed in the office of the Clerk of said Court, to-wit:-

Entry

Velasco J. Case Plaintiff
Against
Chesden M. Case, et.al Defendants. } The State of Ohio, Ottawa Co. ss. In Common Pleas Court
May Term, 1882, Journal Vol. 12, Pages 409 & 574
Certified Copy of Journal Entry.

4022 Wednesday May 24th 1882. This cause came on to be heard on demurrer of part of defendants and on motion to strike out this account set up in said petition and the pregress for judgement thereon Whereupon Court sustains said motion and overrules said demurrer. Whereupon said Plaintiff asked and obtained leave to separately docket said cause against said Orlo Brewster as such Administrator de bo said account against said 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 and the same to which new petition said Administrator enters his appearance. Leave to answer to by first day of 1882.

January Term 1883. Friday Feb. 2nd 1883.

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 upon argument by counsel, and the Court being fully advised in the premises do find the equity of the case to be with the plaintiff, that the contract made between plaintiff and said Orlo Bowen, as plaintiff hath claimed in his petition, and that 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 Ohio and State of Ohio and in Taylor Township and in U.S. Military Survey No. 3691 and bounded and described as follows:- Beginning at a beech S. W. corner to a piece of land sold by Lewis Bowford to John McDonald running S. 84 deg 25' E 147 65/100 poles to a beech and stake, Thence N. 8 deg E 150 poles to a stake, on stone in the center of the road leading up Bakes Creek on the South side, Thence N 71½ W 8 poles to the center of the creek, Thence up the creek with the meanderes thereof N. 67¼ W. 13 poles 33 links N. 37 W 46 poles 17 links, S. 76 W. 19 poles 5 links N. 56½ W 21 poles N 61½ E 8 poles 16 links, S. 83½ W 16 poles N 72 3/4 W 24 poles 18 links, Thence leaving the creek S. S. W 9 poles 15 links to the center of the before named County road Thence with said road N. 83 deg W 12 poles to a stake in the original West line of the above named Survey No. 3691. Thence with said line S. 8 deg 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 Athens County Record of Deeds Volume 90 Pages 421 and 422. The Court further find 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 60 days from the 2nd day of February A. D. 1883 the said Absolom W. Bowen, Executor of and Devisee of Isaac Bowen deceased, Charles Wilcox and Charles Wilcox his husband, Rachel Foster and William Foster her husband and Clementina Bowen, executed and delivered to said Orlando J. Bowen a good and sufficient deed conveying said tract of 165 acres and 27 poles above described to the said Orlando J. Bowen in fee simple = and in default of the execution and delivery of such deed as aforesaid by the defendants above named, it is ordered and adjudged that this judgement and decree shall have the force, effect and operation of such conveyance, so as to vest the title to said premises in the said Orlando J. Bowen 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

The State of Ohio }
Union County ss } I, J. Q. Burgner, Clerk of the Common Pleas Court within and for said County, and in whose custody the Files, Journals and Records of said Court are required by the laws of the State of Ohio to be kept hereby certify that the foregoing is taken and copied from the Journal of the proceedings of the said Court within and for said County, and that said foregoing copy has been compared by me with the original entry on said Journal and that the same is a correct transcript thereof.

In testimony whereof, I do hereto subscribe my name officially and affix the Seal of said Court, at the Court House in
Seal Marysville, Ohio, in said County, this 21st day of June A.D. 1883
J. Q. Burgner Clerk

Afterward on the 14th day of March A.D. 1884, the following Amended Answer was filed with the Clerk of said District Court, to-wit:-

Amended Answer
4022

Delano J. Case, Plaintiff
vs.
Sheldon W. Case and others Defendants } District Court Union County, Ohio.
Amended Petition

The said defendants for their Amended Answer to the plaintiff's petition say they admit that they are the heirs at law of Newton Case deceased and the Administrator of his estate and Agnta Case is his widow and that Newton Case died seized of said land of some other real estate and that by an agreement between the heirs of Newton Case deceased and his widow the land in said petition described has been conveyed to her for life and they admit that the plaintiff has had his residence on said land since his marriage but they deny all the other allegations of said petition. And they say further that said alleged verbal agreement of the plaintiff with said Newton Case if made was void for want of being reduced to writing under the laws of Ohio and was so understood and treated by the said plaintiff Delano J. Case and was not relied on as binding upon either of them. And they say further that after the death of said Newton Case and before this action was commenced the said plaintiff made out his account against said estate for the same work and labor and expense performed and incurred by him of which he in his petition has complained and made the basis of his right to enforce his said verbal agreement and before this action was commenced, to-wit: on the 12th of April 1882 presented the same to said Administrator for his allowance as a valid claim for said services against the said estate which account for said work, services and expense amounted altogether to $978.00 besides interest thereon, a copy of which account was attached by the plaintiff to his petition as "Exhibit A" and referred to in said petition as "Exhibit A" a copy of which is attached to this Answer and marked exhibit "A" and made part hereof. That said account for said same services improvements, expense &c as there alleged to have been performed by plaintiff in his petition was rejected by the said Administrator and thereupon this action was commenced in the alternative to recover the land or said account in lieu thereof and the Court having ordered that a separate case be docketed

for said account and the cause for the collecting of said account pending in the Court of Common Pleas of Mercer County Ohio, the said Administrator at the request of said defendants the heirs of Newton Carr has allowed said claim and filed his answer in said cause allowing the same as a valid claim in favor of the plaintiff for all the work he claims to have done under said verbal agreement and the defendants say the said account fully compensates and more than compensates the said plaintiff for any and all services and improvements, materials and work and expense made and incurred and furnished by the plaintiff on account of said verbal agreement. And the defendants further say that after the death of said Newton Carr and before the commencement of this action the said heirs at law of said Newton Carr and his said widow entered into a mutual agreement in writing which they all (plaintiff included) duly signed and executed for the settlement to wit:- They selected the said Peleg Cranston to act as Administrator to settle the personal estate of said deceased and appointed the said Cranston their Attorney in fact to sell + convey all of the lands of said decedent (the land in said petition described included) and divide the proceeds thereof equally between all the heirs of said decedent; and in said written agreement the said land in said petition described were by said widow and heirs agreed upon as in lieu of her dower, to be hers as the widow during her life time and then to be sold by said Attorney in fact and divided equally between all of said heirs; and at that time the plaintiff made no claim whatever on said land the petition described except as a tenant in common equal with the other heirs of said Newton Carr deceased and the said written agreement is binding upon him as well as the other of said heirs. Therefore the defendants ask that said plaintiffs said petition be dismissed and the said defendants have such further relief as may be right.

Robinson + Piper, Powell + Fullton
A. T. Carpenter Attorneys for Defendants.

The State of Ohio }
Mercer County, ss. } M. E. Yonkin being duly sworn deposes and says the allegations of the foregoing amended Answer are true and that she is one of the defendants.

M. E. Yonkin

Sworn to before me and signed in my presence this 13th day of March 1884
(Verification fees 25 cents due J. H. Kinkade J.P.) J. H. Kinkade J. P.

Exhibit "A." Peleg Cranston Administrator of the Estate of Newton Carr, deceased, Dr
To Delano J. Carr.

1862	Aug. 1.	To pumps $14.00 and two top posts at $7.00 each from 1862 until 1865	$28	00
	Sept. 1.	To carpenter work on the house at the request of Newton Carr	150	00
		To saw bill and hauling logs at Newton Carr request	25	00
1863	April 1.	To furnishing and planting Apple Trees at Newton Carr request	11	00
1864	Oct. 1.	To building kitchen to house at the request of Newton Carr	60	00
1866	July 1.	To building smoke house at request of Newton Carr – and materials	15	00
	Oct. 1.	To building barn at request of Newton Carr paying carpenter work + furnishing material	250	00
1874		To building shed to barn at request of Newton Carr	40	00
1876	April 1.	To building picket fence at request of Newton Carr	50	00
	May 1.	To helping farm of Newton Carr and assisting him business from May 1st 1876 to August 1st 1881 at $25.00 per year	131	00
1871		To making cistern for Newton Carr	20	00
1878		To building corn cribs at request of Newton Carr	66	00
			$846	00

		Carried Forward	$ 826 00
1880	October	To Permit-Deeds furnished at the request of Newton Case	20 00
1881		To Transcribing permit deeds	6 00
		To Transcribing grave deed	6 00
1877		To One buggy	100 00
		Total	$ 978 00

State of Ohio }
Geauga County ss } I, Velanco J. Case the owner of the above claim against the estate of Newton Case deceased do make oath that the same is justly due that no payments have been made thereon and that there are no offsets against the same to the knowledge and belief of affiant. Velanco J. Case

Sworn to and subscribed before me this 11th day of April 1882

Seal. E. M. Parker Notary Public

Afterwards on the 15th day of March A.D. 1884, as Reply to Amended Answer were filed with the Clerk of said Court, to-wit:-

Reply

Velanco J. Case Plaintiff
Against
Minden W. Case et al. Defendants

In District Court, Geauga County, Ohio.
Reply to Amended Answer.

4022

The plaintiff replies to the Amended Answer
of the defendants, and denies that said verbal agreement made with said Newton
107 Case in and by reason not reduced to writing, and although plaintiff does not
understand the law of the land, and may have been ignorant of his legal
and equitable rights until he took the advice of competent counsel, yet plaintiff
denies that he at any time waived or precluded or estopped to prosecute or
prosecute his or defense of any legal or equitable right that he has in said
home forever. And if plaintiff waived (as averred by defendants) unto the other
heirs of said Newton Case in appointing Peleg Oscanyan Attorney in fact to
sell the lands of said Newton Case deceased, rendering said home forever
(of which plaintiff has no recollection) that plaintiff did so in ignorance
of his equitable rights and did not intend to prejudice any legal or
equitable right that he may have had in said home forever, and he
denies that he made any settlement with the heirs or with said Peleg
Oscanyan, or that he did any act inconsistent to prejudice any equitable
right or interest that he had in or to said home forever. The allowance made
by the Administrator of plaintiffs said account in Case No 4056 pending in the
Court of Common Pleas, and which defendants never excepted to by the Administrator
by the consent of said heirs, in the ordinary act of said heirs and said
Administrator, was not at the request of plaintiff, and plaintiff protests
that any such act of the Administrator, or said heirs shall in any way
affect or prejudice him in his equitable right to enforce said contract made
by Newton Case in his life time and to obtain specific performance of said
contract, and to obtain his equitable and just rights in the premises.
And plaintiff prays, as he has already prayed in his petition.

Cyrus, Parker & Parker and Canavan Attys for Plaintiff.

Velanco J. Case, being sworn according to law, says that the facts
stated in the foregoing Reply are true as he believes. Velanco J. Case

Sworn to by Velanco J. Case, and subscribed by him in my presence
this 17th day of March A.D. 1884. J. Q. Bangeter Clerk.

Petition
4398

Afterward on the 20th day of March A.D. 1884 an Entry was made in the journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

Delano J. Case Plaintiff
vs.
Clinton W. Case, et al. Defendants

Entry.

This day came the parties and submitted this cause to the Court upon petition, answers and amended answer and reply thereto and evidence. Whereupon the Court being fully advised in the premises do order that the Case No. 4056 docketed in the Court of Common Pleas on the account originally attached to the plaintiffs petition be consolidated with this cause, and the defendants in open Court authorizing the Court to enter such decree in this cause against them as may be equitable and do justice to the parties. The Court after hearing the evidence and the arguments of counsel do not find the alleged contract and its fulfillment so clearly proven as the law requires and therefore find against the plaintiff on said issue so far as it seeks a completion of said contract but the Court finds that said plaintiff hath for years past labored for the said Newton Case without full compensation and that in satisfaction of the said account in said pleadings mentioned and in full satisfaction for the work done by said plaintiff for said Newton Case deceased not included in said account the said estate ought in equity to pay altogether to said plaintiff the sum of Twenty Seven Hundred Dollars and that the costs of this proceeding including the costs of the case so consolidated, should be paid out of said estate. Therefore it is considered, ordered and decreed by the Court that the plaintiff is not entitled to a decree for a specific performance for conveyance of said land and as to that part of the case, the petition is dismissed, but as to the alternative part of the Case the Court order and decree that Peleg Crampton as Administrator of the estate of Newton Case deceased pay out the first of any funds that may come into his hands as administrator liable to pay debts, to the said plaintiff Delano J. Case in satisfaction of said account and of all claims for labor and improvements made on behalf of said Newton Case, the said sum of Twenty Seven Hundred Dollars with interest from this date and the costs of these proceedings to be charged against said estate in his settlement and this cause is remanded to the Court of Common Pleas without Record in this District Court for such proceeding as may be necessary.

Attest J. Q. Burgner Clerk.
By A. R. Burgner, 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 Tenth Judicial District of the State of Ohio, on the Eighth day of September in the year of our Lord One Thousand Eight Hundred and Eighty Four. Heretofore, To-wit:-

On the 19th day of December A.D. 1883, a petition was filed with the Clerk of said Court which reads as follows, to-wit:-

Petition

4398

Irvin W. Malley, Plaintiff
Against
Abram L. Dunn and Flora A. Dunn, Defts.

Court of Common Pleas, Union County, Ohio

Petition

Plaintiff has a legal right to and is

seized in fee simple as one of the heirs at law of Abram Dunn deceased of the undivided one half part of the following real estate situate in the said County and State and described as follows, to-wit: Being part of Survey No. 3005 Virginia Military District and beginning at a stake, ash and lynn N.E. corner of Button's land, thence running S.80° W. 40 poles to a white oak, thence N.14° 45' W 71 poles to a stake and a stone, thence S.80° 5' W. 89 poles to a box-elder and lynn, thence N.14° 45' W 40 poles to two water beeches, thence N.80° 5' E 139 poles to a stake and a stone, thence S 14° 45' E 111 poles to the place of beginning containing fifty acres and is known by being taken off of the North and East part of Samuel Cayman's lot of 121 acres in Jerome Township and being the same premises conveyed to said Abram Dunn by Warranty Deed from Samuel Cayman and wife November 7th 1835 and recorded in the Records of Deeds of said County Vol. 5 Pages 53 + 4 less the following described parts of said Real Estate which was sold during the lifetime of said Abram Dunn: Beginning at a stake, ash and lynn, thence S 80° W. 40 poles to a stake, thence N.14° 45' W 12 poles to a stake, thence N 80° 5' E 40 poles to a stake in the East line of said Survey, thence S.14° 45' E 12 poles to the place of beginning containing two acres which was conveyed by said Abram Dunn to William Jackson April 18th 1840 and recorded in Records of said County, Vol. 7 page 585. Also the following part of said fifty acres sold as aforesaid and described as follows: Beginning at a stake in the East original line with the N.E. corner of a lot of land owned by Israel Hill, thence West with said Hills North line 40 poles to a stake in the East line of William Jacksons land, thence N. along said Jackson's line 16 poles to a stake, thence an Easterly Direction on a parallel with said Hills N. line 40 poles to a stake in the E. original line, thence S along said line to the place of beginning, containing four acres more or less and being the same land conveyed to Russel Dickinson by said Abram Dunn, December 22nd 1849 and recorded in Vol. 14 page 6 of Records of Deeds of said County of Union. The defendants Abram L. Dunn and Flora A. Dunn are tenants in common with plaintiff in said premises holding each the undivided one fourth part and who are son and daughter of William Dunn deceased who was the son of the said Abram Dunn deceased and who reside in Trumbull County Ohio, That plaintiff is the son of Amanda Walley deceased who was the daughter of said Abram Dunn deceased, and that plaintiff and defendants are the only heirs to said property and hold the same free from dower or other estate. Plaintiff says on Jan. 7th 1882 he paid the taxes on said land amounting to $80.00 for which he holds the tax receipts and asks a lien on the shares of defendants with interest to be collected on partition sale. Plaintiff desires to have his interest set off to him in severalty and that the same may be partitioned, or if that cannot be done without manifest injury that such proceeding may be had as are authorized by law and for all proper relief.

G. G. Banker, Attorney for Plaintiff

State of Ohio }
Delaware County ss. } Irwin W. Walley being sworn says that he believes the facts stated in the above pleading to be true

Irwin W. Walley.

Sworn to before me and signed in my presence this 19th day of December 1883.

Seal

Jackson Hipple Notary Public in + for Delaware Co. Ohio

Praecipe To Clerk:-

Issue Summons on the above defendants directed to the Sheriff of Trumbull County Ohio and make the same returnable according to law and indorse on Summons "Equitable relief claimed".
G. G. Barker Attorney for Plaintiff

On the 19th day of December 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. }
Summons
To the Sheriff of the County of Trumbull, Greeting:-

4398 We command you to notify Abram D. Dunn and Flora A. Dunn that they have been sued by Irvin W. Walley in the Court of Common Pleas of Union County, and that unless they answer by the 19th day of January A.D. 1884 the petition of said Irvin W. Walley against them filed in the Clerks Office of said Court such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 31st day of December A.D. 1883.

Witness my hand and the seal of said Court this 17th day of
Seal December A.D. 1883.
J. Q. Burgner Clerk
By W. M. Winget Deputy.

Indorsed: An action for Equitable Relief. G. G. Barker Plaintiff's Attorney.
Said Writ was returned and filed January 2nd 1884 with the following endorsement thereon:-

Sheriff's Return The State of Ohio }
Trumbull County, ss. }
Sheriff's Return
Received this Writ December 21st A.D. 1883, at 6 o'clock P.M. The within named Abram D. Dunn and Flora A. Dunn, not found in my County, not notified. Sheriff's Fees: Service .45 Mileage 2.24. Copy 40. Return-Docket .18. Total $3.17
John S. Hoyt Sheriff By
E. W. Moore Deputy, Sheriff's Office
Warren Ohio January 1st 1884

Afterward on the 22nd day of January A.D. 1884, a Summons was issued 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 Trumbull, Greeting:-

4398 We command you to notify Abram Dunn and Flora Dunn that they have been sued by Irvin W. Walley in the Court of Common Pleas of Union County, and that unless they answer by the 23rd day of February A.D. 1884 the petition of said Irvin W. Walley against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 4th day of February A.D. 1884. Witness my hand and the seal of said Court this 22nd day
Seal of January A.D. 1884.
J. Q. Burgner Clerk
By W. M. Winget Deputy.

Indorsed, An action for equitable Relief. G. G. Barker, Plaintiffs Attorney.
Feb. 5 1884 Said Writ was returned and filed with the following endorsement thereon, to-wit:-

The State of Ohio }
Sheriff's Return Union County, ss. }
Sheriff's Return
Received this Writ January 24th A.D. 1884, at 6 o'clock P.M. and pursuant to its command, on the 2nd day of February A.D. 1884, I summoned the within named Abram Dunn by leaving at his usual place of residence a true and certified copy hereof with the endorsements thereon also on same day I summoned the within named Flora Dunn by delivering to her personally a true and certified copy hereof with the endorsements thereon. Service .45, Mileage 2.24, Cop. 40, Doc + Postage 8, Total $3.39. John S. Hoyt Sheriff By E. W. Moore Deputy
Sheriff's Office Warren Ohio Feb. 4th 1884

Afterward on the 3rd day of May A.D. 1884, an Entry was made in the Journal by the Clerk of said Court, to-wit:-

Entry
4398

Annie W. Walley Plaintiff
vs.
Abram L. Dunn and Flora A. Dunn, Defendants } Journal Entry.

This cause coming on to be heard upon the petition and defendants being in default for answer or demurrer, and it appearing to the Court that both the defendants have had legal notice of the pendency and demand of said petition, therefore the Court further finds that the plaintiff and defendants are tenants in common in the estate described in petition, that the plaintiff Annie W. Walley has the legal right to the one half thereof and the defendants Abram L. Dunn and Flora A. Dunn the legal right to one fourth each thereof, and that 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 interested and J. L. Felkner, Robert Hill and F. J. Sager 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 oaths of the commissioners above named he cause to be set off and divided to each of the above named parties the part and portion of said estate to which they are severally entitled. And of this proceeding herein said Sheriff is ordered to make due return.

Praecipe
4398

Annie W. Walley Plaintiff
vs.
A. L. Dunn, et al. Defendants } Court of Common Pleas, Union County, Ohio

Marysville May 3rd 1884

To the Clerk of said Court:- Issue a Writ of Partition in the above case returnable according to law.

G. G. Barker Plaintiff's Attorney.

Writ of Partition
4398

The State of Ohio }
Union County, ss. } Writ of Partition

To the Sheriff of said County, Greeting:-

We command you, that without delay, by the oaths of F. J. Sager, J. L. Felkner and Robert Hill you cause partition to be made of the following premises situate in the County of Union and State aforesaid, to-wit: Being a part of Survey No. 3005, Virginia Military District and beginning at a stake, ash, and lynn N. E. corner of Button's land. Thence running S. 80° W. 40 poles to a white oak, thence N. 14° 45' W. 71 poles to a stake and a stone, thence S. 80° 5' W. 87 poles to a box-elder and lynn, thence N. 14° 45' W. 40 poles to two water beeches, thence N. 80° 5' E. 139 poles to a stake and a stone, thence S. 14° 45' E 111 poles to the place of beginning, containing fifty acres and is known by being taken off of the North and East part of Samuel Layman's lot of 121 acres in Jerome Township and being the same premises conveyed to said Abram Dunn by Warranty Deed from Samuel Layman and wife Nov. 7th 1835, and recorded in the Records of Deeds of said County Vol. 5 pages 53-4, less the following described parts of said real estate which was sold during the life-time of said Abram Dunn: Beginning at a stake ash and linn, thence S. 80° W. 40 poles to a stake, thence 14° 45' W. 12 poles to a stake, thence N. 80° 5' East 40 poles to a stake in the East line of said Survey, thence S. 14° 45' East 12 poles to the place of beginning Containing three acres which were conveyed

by said Abraham Deemer to Williamson Jackson April 18th 1840, and recorded in Records of Deeds of said County Vol. 7 Page 585. Also the following part of said fifty acres sold as aforesaid and described as follows, Beginning at a stake in the East original line with the N. E. corner of a lot of land owned by Israel Hill, Thence West with said Hills North line 40 poles to a stake in the East line of Williamson Jackson land. Thence North along said Jackson line 16 poles to a stake, Thence on Easterly direction one a parallel with said Hills North line 40 poles to a stake in the E. original line, Thence S. along said line to the place of beginning. Containing four acres more or less, and being the same land conveyed to Russell Pickrell by said Abraham Deemer Dec. 22nd 1849 and recorded in Vol. 14 page 6 of Records of Deeds of said County of Ross. Among the persons named therein and in the following partition, to-wit:- To Henry W. Valley one half part; To Abram D. Deemer one fourth part; To Flora A. Deemer one fourth part, in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Ross in a certain Petition for Partition wherein the said Henry W. Valley is petitioner and the said Abram D. Deemer and Flora A. Deemer are respondents, and that your proceedings in the premises you distinctly certify, as does appear of record, to our said Court for which

Witness my name and the seal of said Court of Common
Seal Pleas, at the Court-House in Chillicothe O. this 3rd day of
May A. D. 1884 J. D. Bergamer, Clerk.

Said Writ was returned and filed March 6th 1884, endorsed as follows, to-wit:-

Sheriff's Return

Sheriff's Return

As commanded by the foregoing Writ of Partition, I have summoned the same by the oaths of W. J. Sager, Robert Hill and J. I. Welker among said partitioners to be made, and will appear by the report of the Commissioners herewith returned. Sheriffs Fees: Service 6.0, Mileage 2.00, Executing Writ 1.00, Summoning Jurors 1.20, Report of Com. 2.00, — $6.80 — Over Fees 7.00 Total $ 13.80

Given under my hand, this 6th day of May A. D. 1884

John Hoberecht Sheriff.

Comm. Report

Henry W. Valley Plaintiff
Against
A. D. Deemer et al F. A. Deemer, Defendants

Commissioner's Report
Ross County, ss. Court of Common Pleas
Nov Partition

4395

Plat of the
Deemer Lands
Jerome Tp. Union Co.
Surv. No. 3005
Scale 40 poles to 1 inch.

S.

According to the command of the Writ of Partition

in this case issued, and on the call of the Sheriff of said County, we the undersigned
Commissioners, after being first duly sworn, and upon actual view of the premises
are of the opinion that said lands can not be divided without manifest injury; and
we do estimate the value of the same at $55.00 per acre or Twenty Three Hundred and
Sixty five (2365) Dollars. Fees. R. Hill Commissioner $1.00, J. L. Felker Commissioner 1.00
T. J. Sager County Surveyor and Commissioner 5.00, Total $7.00.

Given under our hands this 5th day of May A.D. 1884

T. J. Sager }
Robert Hill } Commissioners.
J. L. Felker }

Afterward on the 7th day of May A.D. 1884, an Entry was made in the Journal by the Clerk of said Court which reads as follows, to-wit

Entry

Irwin W. Malley Plaintiff }
vs. } Journal Entry.
Abram L. Quinn and Flora A. Quinn Defendants }

4398 This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein and on motion to confirm the same. And it appearing from said report that said estate could not be divided by metes and bounds without injury to the value thereof and that said Commissioners have made and returned their appraisement of said estate at $2365.00 the Court find the said return and proceedings in all respects correct and in conformity to law and do therefore approve and confirm the same.

On the 13th day of May A.D. 1884, a Praecipe was filed with the Clerk of said Court which reads as follows, to-wit:-

Praecipe

Irwin W. Malley Plaintiff }
vs. } Court of Common Pleas, Union Co. Ohio
Abram L. Quinn and Flora A. Quinn Defts }

4398 Marysville, May 13th 1884

To the Clerk of Said Court:- Issue an Order of Sale in the above case returnable according to law.

G. H. Barker Atty for Plaintiff

On the 13th day of May A.D. 1884, an Order of Sale was issued by the Clerk of said Court which reads as follows, to-wit:-

Order of Sale

The State of Ohio }
Union County, ss. } 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 Union at the April Term A.D. 1884 in a certain Petition for Partition now pending in said Court, wherein Irwin W. Malley is petitioner and Abram L. Quinn and Flora A. Quinn 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, Being part of Survey No. 3005 Virginia Military District and beginning at a stake, ash and beech N.E. corner of Button's land, thence running S. 80° W. 40 poles to a white ash, thence N. 14° 45' W. 71 poles to a stake and a stone, thence S. 80° 5' W. 89 poles to a box elder and lynn, thence N. 14° 45' W. 40 poles to two water beeches, thence N. 80° 5' E 129 poles to a stake and a stone, thence S. 14° 45' E 111 poles to the place of beginning. Containing fifty acres and is known by being taken off of the North and East part of Samuel Layman's lot of 121 acres in Jerome Township and being the same premises conveyed to said Abram L. Quinn by Warranty Deed from Samuel Layman and wife Nov. 7th 1835 and recorded in

the Records of Deeds of said County Vol 5. Pages 323 & 4, less the following described parts of said real estate which were sold during the life time of said Abraham Dunnee. Beginning at a stake, ash and lynn, Thence S. 80° W. 40 poles to a stake, Thence N. 14° 45' West 12 poles to a stake, Thence N. 80° 5' E 40 poles to a stake on the East line of said Survey, Thence S. 14° 45' E. 12 poles to the place of beginning containing three acres which was conveyed by said Abraham Dunnee to William Jackson April 18th 1840 and recorded in Records of Deeds of said County Vol 7 Page 585. Also the following part of said 80 acres sold as aforesaid and described as follows: Beginning at a stake in the East original line with the N. E. corner of a lot of land owned by Isaac Wells, Thence West with said Wells North line 40 poles to a stake on the East line of William Jackson land, Thence N. along said Jackson line 16 poles to a stake, Thence on Easterly direction on a parallel with said Wells North line 40 poles to a stake in the East original line, Thence South along said line to the place of beginning, containing four acres more or less and being the same land conveyed to Russell Dickinson by said Abraham Dunnee, December 23rd 1847 and described in Vol. 14 Page 6 of Records of Deeds of said County of Monroe. Appraised at $23.65 00; and that your proceedings in the premises you make known to me said Court-at 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-Marysville O

Seal. this 13th day of May A.D. 1884. J. D. Burgner, Clerk

Said Writ was returned and filed June 28th 1884, Endorsed 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 Monroe County Journal a newspaper printed and in general circulation in Monroe County Ohio; and on the 28th day of June 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:- When came Simeon Anderson who bid the sum of One Thousand Seven Hundred and Seventy-five Dollars ($1775 00) said sum being more than two-thirds the appraised value; and he being the highest and best bidder was declared purchaser. Sheriffs Fees:- Service 30, Mileage 2.00, Copy to Parties 30, Poundage 15.00 Total $17. 60 Deed 2.00 Recording mortgage and Deed 2.00 Total $4. 00 Previous Fees 25.00 Total $46.60

Jolen Habenstack Sheriff, Monroe County, Ohio.

Afterward on the 28th day of June A.D. 1884, the following Proof of Publication was filed with the Clerk of said Court, to-wit:-

Proof of Publication 4398

Irwin W. Malley, Plaintiff
vs.
A. D. Dunnee et. al. Defendants

Sheriff's Sale.
Case Order of Sale in Partition

By virtue of the above stated writ to me directed from the Court of Common Pleas of Monroe County, Ohio I will offer at Public Sale at the South door of the Court House, in Marysville, Ohio, on Saturday June 28th, 1884 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 Monroe, State of Ohio and being known and described as being part of Survey 3005 Virginia Military District and beginning at a stake, ash and lynn, north east corner to Bentons land, thence running South 80°, West 40 poles to an white ash, Thence South 14° 45', West 71 poles to a stake and a stone, Thence South 80° 5' West 89 poles to a box-elder and lynn, thence North 14° 45', West 40 poles to two white beeches,

thence North 80° 5', East 139 poles to a stake and a stone, thence South 14° 5' East 111 poles to the place of beginning, containing fifty acres, and is known by being taken off of the North & East part of Samuel Layman's lot of 121 acres in Jerome Township and being the same premises conveyed to said Abram D. Orme by Warranty Deed from Samuel Layman and wife Nov. 7th, 1835 and recorded in the Records of Deeds of said County Vol. 5 pages 53 & 54 less the following described parts of said real estate which was sold during the life time of said Abram Orme. Beginning at a stake, ash and lime, thence South 80°, West 40 poles to a stake, thence North 14° 45', West 12 poles to a stake (thence North 14° 45' West 12 poles to a stake) thence North 80° 5' East 40 poles to a stake in the East line of said Survey, thence South 14° 45', East 12 poles to the place of beginning containing three acres, which was conveyed by said Abram Orme to William Jackson, April 18th 1840 and recorded in the Records of Deeds of said County Vol. 7 Page 585. Also the following part of said 50 acres sold as aforesaid and described as follows: Beginning at a stake in the East original line with the North East corner of a lot of land owned by Israel Hill, thence westward with said Hill's North line 40 poles to a stake in the East line of William Jackson's land, thence North along said Jackson line 16 poles to a stake, thence an easterly direction on a parallel with said Hill's North line 40 poles to a stake in the East original line, thence South along said line to the place of beginning, containing four acres more or less, and being the same land conveyed to Russell Rickman by said Abram Orme, December 22nd 1849, and described in Vol. 14, Page 6 of Records of Deeds of said County of Union. Appraised at $2,365.00. 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 Holensack, Sheriff
G. G. Barker Attorney.

S1-186-pr. 25.25

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 Union County Journal, a newspaper of general circulation in the County of Union, the first publication beginning with May 22nd 1884.

Will L. McCampbell.

Sworn to and subscribed before me, this 28th day of June 1884.

J. Q. Burgner Clerk.

Afterward on the 28th day of August A.D. 1884, the following Answer and Cross Petition was filed with the Clerk of said Court, to-wit:-

Answer
4398

Jennie M. Walley Plaintiff
Against
A. D. Orme and Flora A. Orme, Defendants } In the Court of Common Pleas Union County, Ohio. Answer and Cross Petition

And now comes the said A. D. Orme the above named defendant and says that on November 30th 1880 he paid the taxes on the land described in plaintiffs petition amounting to $27.83 and took the receipt of the Treasurer of said County for the same, which receipt is hereto attached and marked Exhibit A. Said defendant says he holds a one fourth interest in said Estate as set forth in plaintiffs petition. He therefore asks that he may recover the sum of $20.87, which amount should have been paid by the said Jennie M. Walley and Flora Orme being their share of the said sum of $27.83 with interest. He also asks that he may collect said sum of $20.87 with interest out of the share of the said Jennie M. Walley and Flora A. Orme of the proceeds of the Sale of said land and for all proper Relief.

A. D. Orme By G. G. Barker his Attorney.

The State of Ohio
Delaware County, ss. } Victoria M. Barker being sworn, says he is the Attorney of the said A. D. Downer duly authorized herein, and that the facts alleged in the above pleading are written affiants personal knowledge and that the facts stated herein are true as affiant verily believes.

Victoria M. Barker.

Sworn to before me and subscribed in my presence this 21st day of August 1884

Seal. Notary Fees 25cts pd by affiant } Jackson Hopkins Notary Public.

Afterward on the 9th day of September A.D. 1884, the Entry next in the Journal by the Clerk of said Court article reads as follows, to-wit:-

Entry — Lewis W. Walley Plaintiff
vs.
Abram D. Downer and Flora A. Downer, Defendants } Journal Entry.

H.348 — Our position of the plaintiff and upon proceedings 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 Simpson Anderson in fee simple free of Dower. It is further ordered that out of the proceeds of said sale the Sheriff pay: 1st To the Treasurer of Delaware County $26.32 being the taxes due on said premises for general record purposes. 2nd To the said plaintiff Lewis W. Walley taxes paid by him unpaid purchase with interest in the sum of $93.13 3rd To Abram D. Downer taxes paid by him on said premises with interest in the sum of $34.57 4th To the Clerk of this Court the cost of this action $139.75 including a Counsel fee of $37.70 to H. M. Barker, for their services herein. Taxed at $139.75. 5th Of the residue of the proceeds of said sale, to the plaintiff Lewis W. Walley one half the cash proceeds of said sale, to-wit: the sum of $185.81. To the defendants Abram D. Downer and Flora A. Downer to each one fourth of the cash residue of said sale being $92.90 Also to each notes for one fourth of the amount of deferred payments or one half the Deferred payments amount of which shall be to each two notes due in one and two years respectively. Notes for the balance of deferred payments to go to said plaintiff Lewis W. Walley

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

Pleas before Hon Moses Nevins 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 Tenth Judicial District of the State of Ohio, on the Eighth day of September in the year of our Lord One Thousand Eight Hundred and Eighty Four. Heretofore, to-wit:- On the 25th day of February A. D. 1884, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition — Francis Mc. Hart Plaintiff
vs.
T. T. Wilberry, Mc. Kennedy Bishop, and Henry Nevins as Trustees of Jerome Township, Union County Ohio - and D. M. Mc. Donnell, Defendants } Court of Common Pleas Union County Ohio

Petition

4469 — The plaintiff says, that T. T. Wilberry Henry Nevins and Mc. Kennedy Bishop are the Trustees of Jerome Township Union Co. Ohio

That himself and the defendant L. O. McDowell hold and occupy land adjoining each other in Jerome Township of said County. That for a long period of time, to-wit: about twenty-five years the line fence between himself and the said defendant L. O. McDowell has been apportioned by them and others in the manner described as follows, to-wit:- This plaintiffs part commencing at the State Road and running East about 30 rods; The part of the defendant commencing at that point and extending East bearing South about 40 rods, then at that point this plaintiffs part again commences and extends about 18 rods to the lands of Andrew Dodge. That the said fence has so existed and as so apportioned for said time without inconvenience or controversy between said L. O. McDowell and the plaintiff for about 3 years. That on or about the 10th day of December 1883 the said fence being then in need of repair it was mutually arranged between this plaintiff and and the defendant L. O. McDowell that together they would rebuild said fence by making a post and rail fence of a good substantial kind. That on the 3rd day of December 1883, (it being soon after the said arrangement was made to rebuild the said fence) he commenced to make said post and rail fence 8 rails high and continued in the construction of the same for about six days when the said McDowell went to the Clerk of said Township and falsely pretended that there was a controversy between himself and this plaintiff as to said fence procured the said Clerk to have the said Trustees of said Township called together to settle a controversy concerning their said fence when in truth and in fact there was no controversy existing between this plaintiff and the said McDowell concerning said fence. That upon the meeting of said Trustees, to-wit: Henry Kesner and McKendry Bishop (T. T. Kilbury being absent) instead of settling a controversy concerning said fence reversed the apportionment theretofore existing as aforesaid, and assigned to the said McDowell that part of said fence that had been held by this plaintiff notwithstanding the work and labor so expended and assigned to this plaintiff that part held by the said McDowell. This plaintiff says that the action so taken by the said trustees is unauthorized by law and if carried into effect will greatly wrong injure and irreparably damage this plaintiff, that the lands of this plaintiff are so situated that the fence as pretended to be apportioned will to repair and keep up greatly inconvenience, and increase his labor, that there was no controversy concerning said fence for said Trustees to settle, and their action has been falsely and fraudulently procured by the said L. O. McDowell and their action is in fraud of this plaintiffs rights. That unless restrained by the order of this Court, That the said defendant L. O. McDowell pretending to act by reason of the action of said Trustees and by their order will change said fence in the manner aforesaid, and have already commenced to make said change and are threatening to complete the same. The Plaintiff therefore prays that an order of injunction may issue from this Court enjoining all of said defendants from further disturbing or changing said fence until a hearing can be had in regard to the rights of this plaintiff concerning said fence, That upon the final hearing of this case the action of said Trustees may be held for naught, The plaintiff adjudged to hold his part of said fence so held by him before the pretended action of said Trustees and for such other and further relief as equity and justice may demand.

O. W. Ayers, Attorney for Plaintiff

State of Ohio
Union County, ss ...
made in his fa...
Sworn to befor...
25th 1884
Assignmen...
conditioned acc...
the acceptance ...
February 25th 18...
On the ...
with the Clerk ...
Francis M. Dow...
Injunction vs.
T. T. Kilbury, ...
as Trustees of Jer...
and L. O. Mc...
4469 by his attorney...
Cause shown ...
Common Plea...
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4469
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State of Ohio
Union County, ss. } Francis M. Dort being duly sworn says the facts stated and allegations made in his foregoing petition are, as he believes, true. — Francis M. Dort.
Sworn to before me and signed in my presence by the said Francis M. Dort this 25th 1884
J. D. Bonzman Clerk

Injunction allowed as prayed for in the petition on the plaintiff giving bond conditioned according to law in the sum of One Hundred Dollars, with sureties to the acceptance of the Clerk of the Court of Common Pleas of Union County Ohio.
February 25th 1884 — Fee of Probate Judge $2.00 — John P. Coats, Probate Judge.

On the 25th day of February A.D. 1884, a Temporary Injunction was filed with the Clerk of said Court which reads as follows, to wit:—

Francis M. Dort, Plaintiff
Injunction vs.
T. T. Kilbury, Henry Kenan and McKendry Bishop as Trustees of Jerome Township, Union County, Ohio and D. C. McDowell, Defendants

In Union County Common Pleas
Before Probate Judge
Temporary Injunction.
February 25th 1884.

4469 This day came the plaintiff by his attorneys and on his motion and affidavits herein filed, and on good cause shown and it appearing to me that at this time there is no Judge of Common Pleas Judge in said County: It is ordered, That an Injunction be issued herein enjoining the defendants from disturbing the line fence between the said Francis M. Dort and D. C. McDowell by changing and altering the posts thereof, to be held and kept in repair by the said Dort and McDowell as prayed for in said petition, until the further order of the Court of Common Pleas or a Judge thereof, or otherwise dissolved by due course of law, upon the plaintiff executing an undertaking in the sum of $100.00 conditioned according to law, with sureties to the approval of the Clerk of the Court of Common Pleas of Union County Ohio.

Seal

John P. Coats Probate Judge

On the 25th day of February A.D. 1884, an Undertaking was filed with the Clerk of said Court, which reads as follows, to wit:—

Undertaking by Plaintiff for Injunction.

Francis M. Dort, Plaintiff
Undertaking vs.
D. C. McDowell et al. Defendants

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

4469 We bind ourselves to the said defendants D. C. McDowell in the sum of One Hundred Dollars, that the said plaintiff Francis M. Dort shall pay to the said defendant the damages he may sustain by reason of the injunction in this action, if it be finally decided that the said injunction ought not to have been granted.

February 25th 1884
Francis M. Dort.
Amanda W. Troy.

This undertaking approved by me this 25th day of February 1884.
J. D. Bonzman Clerk of said Court.

Francis M. Dort Plaintiff
Praecipe vs.
D. C. McDowell et al. Defendants

Court of Common Pleas, Union County Ohio
Marysville, Feb. 25th 1884

4469 To the Clerk of said Court:—
Issue Summons in above case returnable according to law. O. M. Ayres, Plaintiff's Attorney

On the 25th day of February A.D. 1884 a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons
4469

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

We command you to notify T. T. Wilbury, Henry Horner(?) and McKendree Bishop as Trustee of Jerome Township Union Co. Ohio and L. D. McDowell that he has been sued by Francis M. Dort in the Court of Common Pleas of Union County and that unless he answers by the 29th day of March A.D. 1884 the petition of said Francis M. Dort 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 March A.D. 1884.

Witness my hand and the seal of said Court, this 25th day of February A.D. 1884.
Seal, J. D. Bugner Clerk.

Endorsed:- Injunction Allowed. O. W. Ayres Plaintiff's Attorney.

Said Writ was returned and filed Feb. 29th 1884, with the following endorsement thereon:-

Sheriff's Return

The State of Ohio } Sheriff's Return
Union County, ss. } Received this Writ Feb. 25th A.D. 1884 at 9 o'clock A.M. and pursuant to its command, on the 25th day of February A.D. 1884 I served the same by delivering to L. D. McDowell and McKendree Bishop and by leaving at the usual place of residence of the rest of the within named defendants a true copy of this Writ with endorsements thereon. Sheriff's Fees: Service .75 Mileage 3.20, Cop. .30 Total $4.25

John H. Gabresack(?) Sheriff Union Co. Ohio.

Afterward 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
4469

Francis M. Dort, Plaintiff
vs.
T. T. Wilbury et al. Defendants } Court of Common Pleas Union County Ohio

Answer

The defendants for Answer to the plaintiff's petition say that it is true said plaintiff and said L. D. McDowell own lands adjoining as stated in said petition, the said plaintiff owning since the year 1881 and the said McDowell since 1880. That prior thereto for some time the line fences had been divided or partially kept up so as to give said plaintiff a piece of the fence on each end thereof and the said McDowell a part between those two pieces. That the house of said McDowell was very near the road at the end which said plaintiff pretended to keep up and the orchard and garden of said McDowell was at said place near the road and there had been trouble between said parties and the parties owning said lands before growing out of hogs and sheep getting through that part of said fence and the said McDowell frequently requested the plaintiff to redivide said partition fence so as to give said McDowell that part of said fence next to said road, and being wholly unable to agree about the division thereof the said McDowell made application to the Board of Township Trustees of Jerome Township of Union County Ohio for a division of said partition fence under the Statute of Ohio and the said Trustees made said division giving to said McDowell the 1/2 thereof beginning at the road and the plaintiff 1/2 at the other end thereof and the defendants say said division was made in good faith by said Trustees. And the said McDowell without using any of the old fence or material of the plaintiff before the said injunction writ was served on him Feb. 25th 1884 had completed the fence from the road 1/2 the way and being all of said part

of said fence mentioned in said petition set off by said Trustees to serve to construct and keep up. The said defendants deny each and all of said allegations of said petition not herein specifically admitted and they especially deny that said actions of said Trustees in making said divisions of said fence were unauthorized and fraudulently procured and denies that the said W^m. Dowell wrongfully constructed the part of said fence complained of in said petition and therefore the defendants ask that said injunction be dissolved and said petition be dismissed.

Robinson & Pifer Attorneys for Defendants

The State of Ohio } ss.
Clinton County, ss. } L. O. W^m. Dowell defendant being duly sworn says he believes the allegations of the foregoing answer are true.

L. O. W^m. Dowell

Sworn to before me and signed in my presence this 10th of March 1884.

J. A. Burgoyne, Clerk.

And thereupon on the 3rd day of October A.D. 1884, said Entry above records to be journal by the Clerk of said Court which reads as follows, to-wit:-

Francis W^m. Dyer Plaintiff

Entry vs.

T. T. Wilberry et. al. Defendants

Journal Entry.

This day came on this cause to be heard by the Court. Whereupon the Court dissolved the injunction and dismissed the petition. Wherefore it is ordered and decreed that the defendants recover of the plaintiffs their costs herein expended, taxed to & and in default of prayment of 30 days that execution issue therefor at in favor judgments at law.

Attest-J. A. Burgoyne Clerk.
By A. R Burgoyne, 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 Wilmington, within and for the County of Clinton of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 8th day of September in the year of our Lord One Thousand Eight Hundred and Eighty Three. Whereto before, to-wit:-

On the 27th day of February A.D. 1884, the following Petitions were filed with the Clerk of said Court, to-wit:-

Emeline A. Markey Plaintiff

Petition vs.

Winget Hammond, O. W. Burgoon Jonathan Bell, Defendants

Court of Common Pleas, Clinton County, Ohio.

Petition

4471 The said plaintiff Emeline A Markey is a married woman and owns the promissory note hereinafter mentioned as her own separate property. The said plaintiff further says there is due to her from the said defendants on said promissory note the sum of two hundred dollars with interest at eight per cent from May 1st 1883 a copy of which note and the endorsements on the same is hereto attached which reads as follows:-

" May 1st 1882 "

" On the 1st day of May A.D. 1883, for value, or either of the promise to pay to "
" Emeline A Markey or bearer, Two Hundred Dollars value rec^d with eight per "
" cent interest after due to be paid annually and 8 per cent interest before due. "
" Clinton Co. Jackson Township "
"
"

Winget Hammond
O. W. Burgoon Surety "
Jonathan Bell Surety "

Endorsed:" Dec. 5th Rec'd pay the within note sixteen dollars with 8 May 1, 1883
Therefore the plaintiff asks judgement against defendants for said sum of Two
Hundred Dollars with 8 per cent interest from May 1st 1883 on said note.
Robinson & Piper Attorneys for Plaintiff

The State of Ohio } J. W. Robinson being duly sworn deposes and says he is one
Warren County ss. } of the Attorneys of plaintiff in the foregoing cause, that said action is for money
only on a written promissory note in my hands for collection, and that plaintiff
is not a resident of said County and he believes the allegations of the foregoing petition
are true
J. W. Robinson.
Sworn to before me and signed in my presence by J. W. Robinson this 27th of Feb. 1884
J. C. Bergener, Clerk.

Praecipe To the Clerk of Court:-
Issue Summons for the defendant and endorse "petition on
note for $200.00 with 8 per cent int. from May 1st 1883."
Robinson and Piper Attys for Plaintiffs

On the 27th day of February A.D. 1884, a Summons was issued by the Clerk of
said Court which reads as follows, to wit:-

Summons The State of Ohio } Summons on Action for Money Only.
Warren County ss. } To the Sheriff of the County of Warren Greeting:-
4471 We command you to notify Winget-Hawkinson O. W. Bergoon and Jonathan
Bell that they have been sued by Emeline A Barkey in the Court of Common Pleas
of Warren County, and that unless they answer by the 29th day of March A.D. 1884
the petition of said Emeline A. Barkey against them filed in the Clerks Office
of said Court, said petition will be taken as true, and judgement rendered
accordingly. You will make due return of this summons on the 10th day of
March A.D. 1884. Witness my hand and the seal of said Court this 27th day
Seal of February A.D. 1884. J. C. Bergener, Clerk.
Endorsed:- Money Only. Petition on Note, Amount Claimed, $200.00 and interest- as
follows: at 8 p/c on $200.00 from May 1st 1883. Robinson & Piper, Plaintiffs Attorneys
Said Writ was returned and filed March 10th 1884, endorsed as follows, to-wit:-

Sheriffs Return The State of Ohio } Sheriffs Return
Warren County, ss. } Received this Writ this 27 A.D. 1884 at 2 o'clock P. M. And
summons to be commenced on the 5th day of March 4 left at the usual place of residence
of O. W. Bergoon and delivered to Winget-Hawkinson as true copy of this writ with
endorsements thereon. The within named J. Bell not found in my County. But a
true copy sent him by his own son on the 9th day of March 1884 and
he acknowledged service for his father Jonathan Bell. Sheriffs Fees:- Service
60, Mileage 2.84, Copy 60. Total $ 5.04
John Habenstreit, Sheriffs.

Afterward on the 26th day of March A.D. 1884, an Answer was filed with the
Clerk of said Court which reads as follows, to-wit:-

Answer Emeline A. Barkey Plaintiff
vs.
Winget-Hawkinson, O. W. Bergoon,
Jonathan Bell, Defendants
4471

Court of Common Pleas, Warren County Ohio
Answer
Now come the defendants and for their
answer to the plaintiffs petition say they admit the making and signing of
said note as set forth in the plaintiffs petition. The defendants further say that on or
about the 5th day of December 1883, that an agreement was made and entered
into by Winget-Hawkinson one of the defendants and Emeline A Barkey

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plaintiff, that the defendants were to have the use of money, the consideration of said note one year from May 1st 1883, and that by the terms of said agreement entered into by the defendant Winget Harriman and plaintiff, that said note is not due, and will not be due till May 1st 1884. The defendants therefore say that no action for the collection of said note lies against them. Therefore the defendants ask that said action be dismissed at the plaintiff's costs and such other relief as the equity of the case demands.

Cameron & Woodburn Attorneys for Defendants

The State of Ohio }
Union County, ss. } Winget Harriman one of the defendants being duly sworn says he believes that the facts stated and allegations in the foregoing answer to be true as he verily believes.

Winget Harriman

Sworn to and subscribed before me and signed in my presence this 17th day of March 1884.

J. Q. Burgner Clerk.

Afterward on the 12th day of April A.D. 1884, a Reply was filed with the Clerk of said Court which reads as follows, to-wit:-

Reply

Emeline A. Oaskey Plaintiff
vs.
Winget Harriman et al. Defendants
} Court of Common Pleas, Union County, Ohio.
Reply.

Now comes the plaintiff Emeline A.

4471 Oaskey and for her reply to the defendants' answer says that she denies the allegations of the said answer and she asks judgment against the defendants as she did in her petition.

Robinson & Piper Attys for the plaintiff.

The State of Ohio }
Hardin County, ss. } Emeline A. Oaskey being first duly sworn deposes and says she believes the allegations of the foregoing Reply are true.

Emeline A. Oaskey

Sworn to before me by Emeline A. Oaskey and signed by her in my presence this 5th day of April A.D. 1884.

W. H. H. Fleck, J.P.
Hale Tp. Hardin County O.

Afterward, on the 8th day of September A.D. 1884, an Entry was made in the journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

Emeline A. Oaskey Plaintiff.
vs.
Winget Harriman, C. W. Burgoon and Jonathan Bell, Defendants
} Journal Entry

This day came the parties and sub-

4471 mitted this cause to the Court waiving a jury whereupon the Court find for the plaintiff that there is on the note in petition described, to the plaintiff from said defendants the sum of Two Hundred and Twenty One Dollars and Forty Cents ($221.40/100) It is therefore considered and adjudged by the Court that the plaintiff recover of the said defendants said sum of $221 40/100 and her costs herein expended, taxed to $.

Attest J. Q. Burgner Clerk.
By A. R. Burgner, 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 Tenth Judicial District of the State of Ohio on the 8th day of September in the year of our Lord One Thousand Eight Hundred and Eighty-Four. Heretofore, To-wit:-
On the 29th day of July A.D. 1884, the following Petition was filed with the Clerk of said Court

Petition

4562

Margaret Nash, Plaintiff
vs.
Jenae Terry Nash, Defendant

Union County
Court of Common Pleas
Petition

Plaintiff says that she has been a resident of the State of Ohio for more than a year last past and is now a bonafide resident of Union County, Ohio. Plaintiff further says that on the 12th day of January A.D. 1879 she was lawfully married to the defendant at the County of Union Ohio. That she has always conducted herself toward said defendant as a faithful and obedient wife. Plaintiff further says that on or about the 25th of June A.D. 1883 said defendant was guilty of extreme cruelty toward the plaintiff in this by choking, striking, pushing the plaintiff violently against the wall of the house; also at various and frequent times since then up to the 23rd day of July A.D. 1884 he was guilty of cruelty by striking, choking and other abuse to this plaintiff. Plaintiff further says that on the 23d day of July A.D. 1884 at their home in Dover Township of said County said defendant assaulted said plaintiff by striking choking and kicking the plaintiff, causing great bodily harm to her, also on the same day and on the evening of the same day at the home of Benjamin Warner in said County said defendant did again assault, beat, wound and ill treat the plaintiff striking and beating the plaintiff in the face with his fist causing her great bodily harm and suffering.
Plaintiff says during their marriage they have had born to them Minnie M. Nash on the 5th day of September 1881, the only fruits of said marriage. Plaintiff therefore prays that upon the final hearing of said case she be divorced from said defendant Jenae Terry Nash and that the marriage relation be wholly dissolved and that she be decreed the custody, care and control of their said child Minnie M. Nash and for all proper relief in the premises.

J. M. Kennedy Attorney for Plaintiff

State of Ohio
Union County ss.

Margaret Nash being duly sworn says the facts and allegations of the foregoing petition are true as she verily believes.

Margaret Nash.

Sworn to and subscribed before me by the said Margaret Nash this the 29 day of A.D. 1884

(Seal) A. H. Kollefrath Notary Public.

Praecipe

4562

Margaret Nash, Plaintiff
vs.
Jenae T. Nash, Defendant

Marysville O. July 29th 1884

To the Clerk of Court:-
Issue Summons and copy of petition to Sheriff of Union County, endorsed Divorce prayed for and custody of child. returnable according to law.

J. M. Kennedy
Attorney for Plaintiff

Summons

Afterwards, on the 30th day of July A.D. 1884, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

The State of Ohio } Summons in Divorce
Warren County, ss } To the Sheriff of Clinton County:-

4562 You are commanded to notify Quincy Perry Searle that Margaret Searle has filed in the office of the Clerk of the Court of Common Pleas of Warren 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 extreme cruelty, and asking that she be divorced from him, and that she be decreed the custody of their child Minnie M. Searle, and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 11th day of August A.D. 1884

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court at Waynesville this 30th day of July A.D. 1884. J. R. Bergener, Clerk.

Seal

Endorsed: Summons in Petition for Divorce. J. M. Kennedy Attorney.

Said Writ was returned and filed Aug. 11th 1884, endorsed as follows, to-wit:-

Sheriffs Return

Received 2 o'clock P. M. on the 30th day of July A.D. 1884; and on the 11th day of August A.D. 1884, I served the same by delivering with a copy of the petition, a true copy thereof of this writ with endorsements thereon to the within named Quincy Perry Searle. Sheriffs Fees: Service 50, Copy 20, Mileage 2.00 Total $2.50

John Hobensack Sheriff

Afterwards, on the 6th day of Oct. A.D. 1884, an Entry was made in the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

Margaret Searle Plaintiff
vs. Entry.
Quincy Perry Searle, Defendant

4562 This day this cause came on to be heard upon the petition of plaintiff, the defendant being in default for answer or demurrer and the Court being fully advised in the premises do find for the plaintiff, 1st That at the filing of this petition that plaintiff was a resident of the County of Warren Ohio. 2nd That the defendant had been guilty of extreme cruelty to the plaintiff. 3rd That the plaintiff had made due service of Summons in this action. 4th That plaintiff is entitled to the custody care and control of their child Minnie Lee Searle subject to the visits of the defendant at all proper times. It is therefore ordered and adjudged that the marriage relations heretofore existing between the parties be dissolved and that the plaintiff have the custody care and control of their child Minnie M. Searle and that said defendant have the privilege of visiting said child at all proper times and it is further ordered and decreed that the plaintiff recover her costs herein expended, taxed at $.

Attest-J. R. Bergener Clerk.
By A. R. Bergener, Deputy

Pleas before His Honor Jolee A. Price Judge of a Court of Common Pleas, begun and held at the Court House in the Borough of Wooysville within and for the County of Monroe of the Third Subdivision of the Twelfth Judicial District of the State of Ohio on the 8th day of September in the year of our Lord One Thousand Eight Hundred and Eighty Three, Heretofore, To-wit:-

Petition 4470

On the 25th day of February A. D. 1884, the following Petition was filed with the Clerk of said Court, to-wit:-

Elias Johnson Plaintiff

Against

Richard White, Defendant

Court of Common Pleas, Monroe County Ohio

Petition

The plaintiff says that about the year 1863, one Abraham Taylor, late of said County of Monroe, died seized in fee simple of the following real estate, to wit:- Situate in the County of Monroe and State of Ohio, part of Survey No. 9009, beginning at a beechnut and white beech in the line of D. Robertson, and also N.E. corner to said tract; thence with said Robertson's line S 7° W 76 poles to a sugar tree and beech; thence S. 18. E 161 poles to a beech; thence N. 75° 23' E 72 poles to one ironwood and hickory-sapling; thence N. 10° 30' N 164 poles to the beginning containing 76 acres more or less. That said Abraham Taylor by his last will duly executed, probated and recorded in the Probate Court of said County of Monroe, devised said lands to his wife Mary Taylor, who survived him, during her natural life. That said Abraham Taylor died leaving the following children and heirs at law each entitled to said estate in fee, subject to said life estate of Mary Taylor, namely:- Jesse Taylor, Samuel B. Taylor, George Taylor, Jeremiah Taylor, Scott Taylor Moses Taylor, Aaron Taylor, Jane and Charlotte Taylor, Mary D. Dean and Julia Johnson, wife of plaintiff, his descendents. That the defendant on the 14th day of October A.D. 1873 purchased and obtained a deed from said Mary Taylor for her life estate in said premises and also since purchased the shares and interest in said real estate of the said Moses and Aaron Taylor, and of Jonathan Taylor and Mary D. Dean. And the said plaintiff, Elias Johnson purchased the shares and interest in said estate of said Jesse Taylor, Samuel B Taylor George Taylor, Jeremiah Taylor and Scott Taylor. The plaintiffs made said purchases prior to said 14th day of October A.D. 1873 so that the plaintiff became the owner of one undivided one half part and the defendant of the other half part of the said premises. The said Julia Johnson owning the other one half part of the same. That said Mary Taylor died on the 26th day of February A.D. 1882, and on her death the life-estate of defendant, under his said purchase terminated. Defendant on his purchase of said life estate, to-wit: on said 14th day of October A.D. 1873 took immediate and full possession of said 76 acres of land, and continued in possession of the same up to the 4th day of October A.D. 1882. That he continued to use said premises after the death of said Mary Taylor, and up to said 4th day of October A.D. 1882, without accounting to said plaintiff for the use of the shares of the plaintiff (it being one half in the) on said premises. The plaintiff says that the rental value and use of said 76 acres, from said 26th day of February 1882 and up to said 4th day of October 1882, was worth Three Dollars per acre, amounting to the sum of $228.00, one half of which to-wit: $114.00 is due from the defendant to the plaintiff and no part of the same has been paid. That defendant since the said death of said Mary Taylor and up to the 4th day of October 1882, partook

Office of Judgment 4470

Entry 4470

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a large number of horses and cattle, and moved thereon a large amount of hay and otherwise during said time used and occupied said premises as his own. Partition of said premises was made by order of the Court at the October Term thereof in 1882, giving to the plaintiff one half of the land and to the defendant four fifths of the same, and said partition was confirmed by the Court on the 4th day of October A.D. 1882. Plaintiff is entitled to judgment against defendant by reason of the premises in the sum of Four Hundred and fourteen dollars with interest from the 4th day of October A.D. 1882.

Plaintiff therefore asks judgment against the defendant for said sum of $414.00 with interest from the 4th day of October 1882. Plaintiff asks such further relief as may be equible and just. Porter & Porter Attorneys for Plaintiff.

Elias Johnson the plaintiff being first duly sworn on oath says that the facts stated in the foregoing petition are true as he believes.

Elias Johnson

Sworn to by Elias Johnson and subscribed by him in my presence this 25th day of February A.D. 1884. J. D. Burgner Clerk.

I hereby receive the answer and service of summons in this case, and waive any all performance thereof. April 8th 1884

J. D. Cameron Attorney for Defendant.

Afterwards on the 30th day of August A.D. 1884, the following offer of judgment was filed with the Clerk of said Court, to-wit:-

Offer of Judgment

Elias Johnson Plaintiff
vs
R. H. White, Defendant

Court of Common Pleas, Clermont County, Ohio
No. 4470

4470

The defendant hereby offers to allow judgment to be taken against him in this action for Seventy Eight Dollars and Seventy five cents and for costs to date. Aug. 27th 1884. R. H. White by
J. D. Cameron his Attorney.

Service acknowledged, Aug 27th 1884 Porter & Porter Attorneys for Plaintiff

The within offer to allow judgment to be taken against the defendant for $78.75 and costs to date in the within entitled cause is hereby accepted by the plaintiff. Porter & Porter Attorneys for Plaintiff.

The hereby acknowledge service of the above acceptance, this 30th day of August 1884, and admit said notice of acceptance was served on us on said August 30th 1884. J. D. Cameron, Attorney for Defendant.

Afterwards, on the 16th day of September A.D. 1884, an Entry was made in the Journal by the Clerk of said Court which reads as follows to-wit:-

Entry

Elias Johnson Plaintiff
vs.
Richard White, Defendant

Journal Entry

4470

This day this cause coming on to be heard and the Court being fully advised in the premises do find that heretofore, to-wit: on the 27th day of August 1884, the defendant offered to allow judgment to be taken against him in this action in favor of plaintiff for the sum of Seventy Eight Dollars and Seventy Five Cents and for costs of suit to date of offer and that within five days thereafter to-wit, on the 30th day of August 1884, said plaintiff accepted said offer. It is therefore considered and adjudged that the plaintiff recover of the defendant said sum of $78.75 and costs according to said offer taxed at $

Attest J. D. Burgner Clerk.
By A. R. Burgner 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 Tenth Judicial District of the State of Ohio, on the 8th day of September in the year of our Lord One Thousand Eight Hundred and Eighty Four. The following Petition & Answer filed Sept 9th A.D. 1884, with Clerk of said Court:

Petition

E. E. Riley Plaintiff
Against
H. E. Gillespie and H. O. Gillespie Defendants

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

4610

The plaintiff E. E. Riley says that the Defendants H. E. Gillespie and H. O. Gillespie on or about the seventeenth day of October 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 thereon from said Defendants the sum of Seven Hundred and Twenty Two Dollars and Eighty-one Cents, with Interest at the rate of Eight per centum per annum from the Seventeenth day of July A.D. 1884. Wherefore, the Plaintiff asks Judgment against said Defendants for the sum of Seven Hundred and Eighty Eight Dollars and Ninety Six Cents, with Interest thereon at the rate of Eight per centum per annum, from the seventeenth day of July A.D. 1884 and for Costs of Suit.

S. H. Court Plaintiff's Attorney

Affidavit

The State of Ohio
Union County, ss. S. H. Court 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.

S. H. Court

Sworn to by said S. H. Court, before me, and by him subscribed in my presence, this 9th day of September, A.D. 1884.

J. Q. Burgner Clerk.

Note

"$722.81/100 Nine Months after date for value received, we jointly and severally promise to pay E. E. Riley or Order, at Marion Ohio, the sum of Seven Hundred and Twenty Two and 81/100 Dollars with interest at 8 per cent per annum, after maturity, until paid. And we hereby authorize and empower any Attorney at Law, of any Court of Record, at any time after the above note becomes due, to appear for us, or any of us, without process, in any Court of Record in the State of Ohio, or elsewhere, and confess a judgment for the said amount, interest and costs, in favor of the payee, legal holder, indorsee or assignee hereof and release all errors which may occur in the rendition of such judgment. And we also release the right of appeal, the stay of execution and the power and privilege to hold exempt from execution, any personal or real property belonging to us, or either of us, at and after the date of such judgment: and our said attorney is hereby authorized to enter such release in said judgment. Witness our hands and seals, this 17th day of Oct. 1882.

P. O. Marion, Ohio
Due July 17th 1883

H. E. Gillespie Seal
H. O. Gillespie Seal"

Answer

E. E. Riley Plaintiff
Against
H. E. Gillespie and H. O. Gillespie Defendants

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

4610

By virtue of the Warrant of Attorney attached

to the foregoing Petition, I, T. B. Tipton an Attorney at Law see the several Courts of Record in the State of Ohio, hereby enter my appearance for the said Defendant at the suit of E. E. Riley Plaintiff against said H. E. Gillespie and H. D. Gillespie Defendants and waive the issuing and service of process thereon, and confess a judgment in favor of the said E. E. Riley Plaintiff against said H. E. Gillespie and H. D. Gillespie for the sum of Seven Hundred and Thirty 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.

T. B. Tipton Attorney at Law & Defendants Attorney

E. E. Riley, Plaintiff

Against

Entry — H. E. Gillespie and H. D. Gillespie, Defendants

4610 — Attorneys, and thereupon came T. B. Tipton

Entry

This day came the plaintiff by A. H. Grant one of his Attorneys, of Record of this Court and by virtue of a warrant of Attorney duly executed and now rendered in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of Attorney confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiffs petition, the sum of Seven Hundred and Thirty Dollars and Eighty Four Cents. It is therefore considered that said plaintiff recover of said Defendant the said sum of Seven Hundred and Thirty Dollars and Eighty-Four 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 cent per annum from the Seventeenth day of July A. D. 1884. 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. Burgoon Clerk
By A. R. Burgoon, Deputy

Pleas before His Honor Isaac A. Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Barnesville within and for the County of Belmont of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the 8th day of September in the year of our Lord One Thousand Eight Hundred and Eighty Four.

On the 11th day of September A. D. 1884, the following Petition and Answer in Cognovit were filed with the Clerk of said Court, to-wit:-

Jesse Gray Plaintiff
vs.
Alexander Johnson and
Jacob Johnson, Defendants

Petition and Answer in Cognovit

Petition — The State of Ohio Belmont County ss. In the Court of Com. Pleas.

Petition

Civil Action for Money Only.

4613 — Jesse Gray the above named Plaintiff says that there is due to him from Alexander Johnson and Jacob Johnson Defendants, on a promissory note made by the Defendants Alexander Johnson and Jacob Johnson dated the Third day of April A. D. 1884, which note, with the warrant of Attorney thereto annexed is hereto attached, the sum of One Hundred and Nineteen ($119.00) Dollars with interest thereon at the rate of 8% per annum from the First day of April 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. Wherefore, the Plaintiff asks judgment against said Defendants for the sum of One Hundred and Nineteen ($119.00) Dollars with interest at the rate of 8% per annum from the 3d day of April A. D. 1884

Broderick and Dix & Campbell Attys for Plaintiff

The State of Ohio
Marion County, ss. } Jas. S. McCampbell, One of the attorneys for the above named plaintiff being duly sworn, says that he believes the statement in the foregoing Petition to be true. He further says that this action is founded upon a promissory note for the payment of money only, and that said note is now in his possession.

Jas. S. McCampbell

Subscribed by Jas. S. McCampbell in my presence, and sworn to by him before me, this 8th day of September A.D. 1884.

J. Q. Brugner Clerk of Courts

Note " $119.00 Four Months after date, for value received, we jointly and severally " promise to pay John Gray at this office One Hundred and Nineteen 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 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 became due, and " confess judgment thereon, against us, or either of us in favor of the payee or endorsee hereof, for the sum due on said note, with all interest and costs of suit: said " judgment to draw the rate of interest specified in note, after rendition until paid. " We do also hereby waive all right of appeal, the stay of execution, the power and " privilege to hold exempt from execution any personal or real property belonging to us " or either of us, and release all errors that may occur in the rendition of said judgment and all right to sue out any writ of error; and our said Attorney is hereby " authorized to enter such release in said judgment. "

" Witness our hands and seals this 3rd day of April, 1884. { Alexander Johnson Seal "
Jacob Johnson Seal "

Answer

John Gray Plaintiff
vs.
Alexander Johnson and
Jacob Johnson, Defendants } In the Court of Common Pleas, Marion County, ss.
Defendants' Answer.

4612 And now come Alexander Johnson and Jacob Johnson the above named Defendants by the undersigned A. T. Carpenter Attorney and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's petition, and against the above named Defendant, for the sum of One Hundred and Twenty Three ($123 10/100) Dollars and Ten Cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendant for costs of this action with interest at 8% per cent per annum and all errors are hereby released, and Defendant's right to appeal and to the appraisement of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived. Sept. 11th A.D. 1884

A. T. Carpenter Attorney for Defendant.

Entry

John Gray Plaintiff
vs.
Alexander Johnson and
Jacob Johnson, Defendants } Entry

4613 This day came the Plaintiff by Bowdick & McCampbell Attorneys, and thereupon came A. T. Carpenter one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant

of Attorney, confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiff's petition, the sum of $123.7⁰⁰. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $123.7⁰⁰ so as aforesaid confessed to be due together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum from Sept. 8th 1884. 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. Burgner Clerk By A. R. Burgner Deputy.

Pleas before Hon Warren Jobes A. Peice 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 Marion of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 8th day of September in the year of our Lord One Thousand Eight Hundred and Eighty Four: On the 22nd day of September A.D. 1884, the following Petition and Summons in Chancery were filed with the Clerk of said Court:-

Nancy Preston, widow, Plaintiff
vs.
John Matthews and James Craig, Defendants

The State of Ohio, Marion County, ss.
Court of Common Pleas
Petition

Petition

4622

The defendants, on the 17th day of November A.D. 1883, executed and delivered to the plaintiff Nancy Preston a widow their promissory note of that date, with the warrant of attorney annexed, which warrant and note, with all the indorsements thereon, are here attached, marked Exhibit A. and made a part of this petition. Said note is unpaid and there is now due the plaintiff on said note the sum of Three Hundred Dollars, with interest at the rate of eight per cent per annum from the 17th day of November A.D. 1883. Wherefore plaintiff prays judgment against said defendants for the sum of Three Hundred and Twenty Six Dollars and Ninety Cents with interest from the 22nd day of September A.D. 1884, at the rate of 8 per cent per annum till paid, and for costs of suit.

Johnston and Fisher Attorneys for Plaintiff.

The State of Ohio
Marion County ss. } O. O. Fisher being sworn, says that he is one of the attorneys of said plaintiff, that this action is brought to recover an indebtedness existing for the unconditional payment of money only, that said indebtedness is within his knowledge, and that he verily believes the statements contained in the foregoing petition are true to his belief and in fact. O. O. Fisher.

Sworn to by said O. O. Fisher before me, and by him signed in my presence, this 22nd day of September A.D. 1884.

Seal

H. S. McQuiin Notary Public, Marion Co. Ohio.

Note

" $700.00 Six months after date, for value received, we jointly and
severally promise to pay Nancy Preston or Order Three Hundred Dollars
with interest at 8 per cent per annum after date 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, indorsee or assignee hereof, and release all errors which

" may accrue on the rendition of said judgment. And we also release the
" right of appeal, the stay of executions, 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 said judgment, and we said attorney is hereby
" authorized to enter said release on said judgment.
" Witness our hands this 19th day of May 1883.
" P. O Burgville.
" Dec. May 19th 1884.

Answer

Nancy Preston Plaintiff
vs.
John Matthews and James King. Defts

4622

John Matthews
James King.

The State of Ohio, Fenton County ss.
Court of Common Pleas
Answer.

By virtue of the praecipe of attorney annexed to and endorsed on the foregoing petition, I, an attorney at-law in the several courts of record of this State, do hereby enter an appearance for said defendants in this suit and receive the issuing and service of process thereon, and confess a judgment in favor of said plaintiff against said defendants, on said note, for the sum of Three Hundred and Twenty Six Dollars and Ninety Cents, being the amount appearing due for principal and interest on said note, and also for costs of suit taxed and to be taxed; and I do hereby release and waive all exceptions, errors and right of appeal in the premises.

Edward E. Dole Attorney for Defendants

Entry

Nancy Preston Plaintiff
vs.
John Matthews and James King, Defendants

4623

Judgment Entry

This day came the plaintiff by her attorneys; also appeared in open court for and on behalf of said defendants Edward E. Dole an attorney at-law of this Court; and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and received the issuing and service of process in this action, and confessed a judgment on said note against said defendants and in favor of said plaintiff for Three Hundred and Twenty-Six Dollars and Ninety 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 Three Hundred and Twenty Six Dollars and Ninety-four Cents, being the amount of said note with interest computed at 8 per cent per annum from the 23rd day of September A. D. 1884; and also her costs herein expended, taxed at $

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

Pleas before
held at the Co
of the Third M
day of Februar
Heretofore, to
with the Clerk
Nancy Easton

Petition against
S. L. Gardiner
John Lewis, Sale
Lewis & Wright

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31st day of July
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Pleas before his Honor John A Price Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio, on the Sixteenth day of February in the year of our Lord one thousand eight hundred and eighty five

Heretofore, to-wit:- On the 29th day of August A.D. 1883, the following Petition was filed with the Clerk of said Court, to-wit:-

Nancy Eakins, Plaintiff.

Petition

against

S. S. Gardiner as assignee, Charles Wright and John Lewis, late partners under the firm name of Lewis & Wright and A. H. Graham Defendants

Court of Common Pleas,
Union County, Ohio.

43 10

Petition

Plaintiff says: That on the 31st day of July A.D. 1882, one J. L. Graham and the defendant John Lewis were associated together as partners in the business of merchandising in the village of Richwood Union County, Ohio, under the firm name and style of Graham & Lewis. That while so associated together as partners said Graham & Lewis borrowed of plaintiff to use in their partnership business the money for which they made and delivered to plaintiff the following note signed by themselves as principals and the defendant A. H. Graham as surety, and said moneys was so used in their partnership business:-

" $600.00 One year after date for value received we jointly and severally "
" promise to pay Nancy Eakins 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 8 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 costs of suit: said judgment to draw the rate of interest speci- "
" fied in the note after rendition until paid. We do also hereby waive all "
" right of appeal, the stay of execution, the power and privilege to hold exempt "
" from execution any personal or real property belonging to us or either of us "
" and release all errors that may occur in the rendition of said judg- "
" ment and all right to sue out any writ of error, and our said attorney is hereby "
" authorized to enter such release in said judgement "
" Witness our hands and seals this 31st day of July 1882. "
" J. L. Graham "
" John Lewis "
" J. H. Graham "
" Recd on the within $87.80 January 11th 1883." "

There are no other or further credits thereon, That afterwards, to-wit: in the month of November 1882 John L. Graham of said firm of Graham & Lewis sold out his interest in the firm and in the property and entire business of Graham & Lewis to his partner John Lewis and one Charles Wright who thereupon associated themselves together as partners under the firm name and style of Lewis & Wright or Wright & Lewis (said firm name sometimes being written one way and sometimes the other) and as a part of the consideration paid by them to said John L. Graham for his interest in said

store &c. said new firm of Wright & Lewis then and there assumed and agreed to pay the note hereto set-forth which was a debt of said old firm and an amount of the consideration price equal to the amount of said note and the interest thereon was retained in the hands of said new firm of Wright & Lewis and withheld from said John L. Graham for the express purpose of paying said note and said amount has always and still is withheld from said John L. Graham out of the purchase price for the purpose of paying said note and said amount is among the assets of said firm now in the hands of the Assignee S. S. Gardiner. That afterwards, to-wit: on the 11th day of January 1883, said new firm of Wright & Lewis made due acknowledgement of said claim and in accordance with their agreement to assume and pay the same did pay and have credited thereon the sum of Eighty Seven & 50/100 Dollars then and there entered upon said note in writing in accordance with their request. Plaintiff further says that about the 6th day of February A. D. 1883, said firm of Wright & Lewis failed in business and made and delivered to the defendant S. S. Gardiner a deed of assignment for the benefit of their creditors and thereby assigned to him all their stock and store of goods and assets. That said S. S. Gardiner duly qualified as such assignee and entered upon his duties as such assignee in conformity with the statutes in such case made and provided and he is now acting in such capacity. That on the 1st day of August 1883, said plaintiff presented to said assignee his said claim for filing and allowance as a valid claim against said Wright & Lewis (or Lewis & Wright) properly verified according to law and thereupon said assignee rejected said claim as not in his opinion a valid claim against the late firm of Wright & Lewis and indorsed his rejection thereon. Plaintiff says there is due her on the note above set-forth the sum of Five Hundred and Thirty-Three & 53/100 Dollars with 8 % thereon from January 11th A. D. 1883, and that she holds no collateral or other security therefor (except said F. H. Graham) nor are there any set-offs against the said claim. Plaintiff therefore asks judgment against said S. S. Gardiner as assignee of Wright & Lewis that he be ordered to allow said claim with interest thereon in the settlement of said assignment and trust together with the costs and that he shall pay what shall be due on said claim and payable under the statutes in such case made and provided under the order of the Court. And plaintiff prays judgment against the defendant F. H. Graham as surety on said note and that he be adjudged to pay the unpaid balance if any remain after the application of proceeds in hands of said Assignee and for all proper relief.

A. V. Carpenter Atty. for Plff.

The State of Ohio }
Union County, ss. } Nancy Eakins, the above named plaintiff being sworn says that the facts stated and allegations contained in the foregoing petition are true as she verily believes

Nancy her + mark Eakins

Sworn to by Nancy Eakins before me and signed by her in my presence this 28th day of August A. D. 1883.

Wm. W. Hill
Justice of the Peace.

Praecipe

To Clerk:-

[illegible] according to the

Summons

The State of Ohio
Union County,

And that unless
Nancy Eakins
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Endorsed: Fil
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Sheriffs Return

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vs.

S. S. Gardiner

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Demurrer

Afterward
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vs.

S. S. Gardin

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Entry

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allowed on the

Praecipe

To Clerk:-

Issue summons for S. S. Gardiner in above action returnable according to law. Endorse Amt. Claimed $533.43 @ 8 % int from January 11th 1883

A. T. Carpenter Atty for Plff

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

Summons

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

4 3 10

We command you to notify S. S. Gardiner as assignee of Wright and Lewis that he has been sued by Nancy Eakins in the Court of Common Pleas of Union County and that unless he answers by the 29th day of September A.D. 1883, the petition of said Nancy Eakins 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 29th day of August A.D. 1883.

Seal

J. D. Burgner Clerk.

Endorsed: Ppr action for Amt claimed $533.43/100 @ 8 % int from Jan. 11th 1883.

Returned and filed Sept. 10th 1883 endorsed as follows, to-wit

Sheriff's Return

The State of Ohio, } Sheriff's Return.
Union County, ss. } Received this Writ August 29th A.D. 1883, at 4 o'clock P. M. and pursuant to its command, on the 4th day of September A.D. 1883 I served the same by leaving a true copy of this writ, endorsements thereon, at the usual place of residence of the within named defendant. — Sheriff's Fees: Servc. 3 0, Mileage 2 x 6, Copy 20, Total $3 06 —

John Habersack Sheriff, Union County, Ohio.

On the 18th day of January A.D. 1884, a Demurrer was filed with the Clerk of said Court which reads as follows, to-wit:-

Nancy Eakins
vs.
S. S. Gardiner Assignee of Wright & Lewis.

Court of Common Pleas, Union County, Ohio.

Demurrer

Demurrer

4 3 10

Now comes the said Defendant S. S. Gardiner Assignee as aforesaid and demurrer to the Petition of the Plaintiff filed in this case and says: said Petition does not state facts sufficient to show a cause of action against said defendant.

S. S. Gardiner for Defendant

Afterward on the 6th day of March A.D. 1885, an Entry was made on the Journal of said Court which reads as follows, to-wit:-

Nancy Eakins
vs.
S. S. Gardiner, Assignee

Entry

4 3 10

Now came the plaintiff herein and the defendant being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by him to be true and that the claim of the plaintiff against the estate of the said Charles Wright and John Lewis is just and that she is entitled to have the same allowed in the sum of Six Hundred and Twenty-three and 43/100 Dollars

including interest @ 8 % computed up to February 16th 1885. It is therefore considered and adjudged that the said defendant S. S. Gardiner, as assignee of the said Charles Wright and John Lewis (partners under the firm name of Wright & Lewis) do allow the said claim of the plaintiff as above found in the settlement of his trusts. It is further considered that the said Nancy Eakin recover from the said S. S. Gardiner as assignee her costs herein expended taxed to $.

Attest J. D. Burgner, Clerk.
By A. R. Burgner, 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 in the year of our Lord one thousand eight hundred and eighty-five.

Heretofore, to-wit:- On the 25th day of June A. D. 1883, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

R. & J. Cummings & Co. Plaintiffs,
vs.
Seth. S Gardiner, Assignee of
Charles Wright and John Lewis late partners
under the firm name and style of
Wright & Lewis, Defendants.

Court of Common Pleas
Union County
Ohio.

4263.

Plaintiff is a partnership formed for the purpose of doing business within the State of Ohio and is not incorporated.

Plaintiff says that for several years past it has been engaged in the business of whole-saling boots and shoes. And is located in the City of Toledo, Ohio.

That during the year 1882, and prior thereto, and up to a day in November 1882, said John L. Graham and John Lewis, partners under the firm name of Graham & Lewis, were engaged in the business of retail merchants, in the village of Richwood Union County, Ohio, and as such were customers of plaintiff. That on the 11th day of November 1882, (as will appear in the itemized statement of account hereto attached, marked "Exhibit A") Plaintiff sold and delivered to said Graham & Lewis goods to the amount of One Hundred Forty Four & 3/100 Dollars, for use in their store. That in the month of November 1882, and subsequent to the said 12th day of November, said Graham & Lewis sold their said store and stock of goods to the firm of Wright & Lewis, said new firm being composed of said John Lewis, and of Charles Wright. That as a part of the consideration for said sale, to said Wright & Lewis, of said store and stock, the said Wright & Lewis agreed to and promised said Graham & Lewis, that they, the said Wright & Lewis, would pay to this plaintiff, the said sum of One Hundred and Forty Four & 3/100 Dollars, and did there & for said consideration above stated, assume said indebtedness, and said agreement was made for the benefit of this Plaintiff. And that there is now justly due Plaintiff from said Wright & Lewis the said sum of One Hundred Forty Four & 3/100 Dollars; that no part thereof has ever been paid, and that there are no credits or off sets to the same, and that plaintiff is entitled to six per cent interest thereon from March 11th 1883. Plaintiff further

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says that said firm of Wright & Lewis continued in said business till the 6th day of February 1883 when it made and executed a deed of assignment, and thereby assigned, for the benefit of the creditors of said Wright and Lewis, their said store and stock of goods, and the assets of said Wright & Lewis, to the defendant, Seth S. Gardiner who filed said deed of assignment in the Probate Court of Huron County, Ohio and duly qualified as said assignee, and entered on the discharge of his duties as such in accordance with the Statute in such case made and provided. That on the 29th day of May 1883, Plaintiff presented to said assignee, for allowance and filing, as a valid claim against the estate of said Wright & Lewis, an itemized statement of said claim and account, with an affidavit thereto attached, setting forth that said claim was just and lawful, the consideration thereof, that there were no offsets or credits thereto, that plaintiff had no security whatever for the same, and that there was justly due thereon the said sum of One Hundred and Forty-Four & 30/100 Dollars ($144.30/100) with interest from the 11th day of March 1883, and upon said presentation of said claim to said Assignee, the same was rejected as not being a valid claim against the assignment of said Wright & Lewis, and endorsed said rejection thereon. Said account and the affidavit thereto, is hereto attached marked "Exhibit A".

Wherefore plaintiff prays judgment against Seth S. Gardiner Assignee as aforesaid, that he be ordered to allow said claim with interest thereon, in the settlement of said assignment and trust, together with the costs, and that he shall pay what shall be due on said claim, and payable under the Statute in such case made and provided, and under the order of the Court, and that plaintiff may have such other relief as may be equitable and just.

A. H. Brightler Atty. for Pltffs.

State of Ohio }
Huron Co. ss. }

A. H. Brightler, being duly sworn says he is the Attorney of Plaintiff duly authorized herein, that the firm of R. & J. Cummings & Co. is located at Toledo, Ohio; and that all of the members of said firm are non-residents of this Country, and that the facts stated in the above pleading are as affiant believes, true.

A. H. Brightler

Sworn to and subscribed before me this 25th day of June 1883.

J. D. Burgner Clerk.

"Exhibit A."

Toledo, Ohio: May 25th 1883.

Graham & Lewis, Richwood, Ohio Bought of R & J Cummings & Co.

Wholesale Boots, Shoes & Rubbers

124 & 126 Summit Street, 79 & 81 Water Street

Nov. 11th 1882	1	Case Mens Ones Kip P. S. Boots		$ 33	00	
	1	" " Bleck Split 1/2 dg "		24	00	
	1	" " Grain Long mailed "		42	00	
	12	Mens. Buff frgd Polish	1.10	13	20	
	12	Peb. Calf " "	1.15	13	80	
	12	" V Stand "	1.50	18	00	
		C/a			30	$ 147 30
		Draws interest from March 11th 1883.				

The State of Ohio }
Lucas County, ss. } Robert H. Lane being duly sworn says that he is a member of the firm of R. & J. Cummings & Co. of Toledo, Ohio, that the foregoing account is just and correct and there is due them the sum of One Hundred and Forty Four & 30/100 Dollars with interest from March 11th 1883, and that the said firm holds no collateral or other security therefor.

Robert H. Lane

{Seal} Sworn to and subscribed before me on this 24th day of May 1883.

C. J. Sawyer Notary Public, Lucas Co. O.

Praecipe — To Clerk:-

Issue summons upon the within petition returnable according to law. Indorse: Amount Claimed $144.30 interest from March 11th 1883 and equitable relief.

A. H. B.

Afterwards on the 25th day of June A.D. 1883, a Summons was issued by the Clerk of said Court to-wit:-

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

4263. We command you to notify Seth S. Gardiner that he has been sued by R. & J. Cummings & Co. in the Court of Common Pleas of Union County and that unless he answer by the 28th day of July A.D. 1883 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 9th day of July A.D. 1883.

Witness my hand and the seal of said Court this 25th day of June A.D. 1883.

{Seal}

J. Q. Burgner Clerk.

Endorsed: An action for money Only Amt claimed $144.30 with int. from March 11th 1883.

A. H. Beighler Plaintiffs Attorney.

Writ returned and filed June 29th 1883, endorsed as follows, to-wit:-

Sheriff's Return — The State of Ohio } Sheriff's Return
Union County, ss. } Received this Writ June 25th A.D. 1883, at 4 o'clock P.M. and pursuant to its command, on the 28th day of June A.D. 1883, I served the same by delivering a true copy of this Writ with endorsements thereon to S. S. Gardiner the within named defendant. — Service 30, Mileage 2.56 Copy 20, Total $3.06

John Hobensack, Sheriff Union Co. Ohio

Afterward on the 28th day of August A.D. 1883 a Demurrer was filed with the Clerk of said Court which reads as follows, to-wit:-

Demurrer — R. & J. Cummings & Co.
vs.
S. S. Gardiner as Assignee of Wright and Lewis

Court of Common Pleas.
Union County, O.
Demurrer to Petition

4263 Now comes the said S. S. Gardiner as Assignee of Wright & Lewis and demurres to the petition of the plaintiff in this case and says: Said petition does not state facts sufficient to constitute a cause of action against said defendant.

S. S. Gardiner Atty for Defendant.

Afterward on the 23rd day of April A.D. 1884, a Motion was filed with the Clerk of said Court which reads as follows, to-wit:-

R. & J. Cummings & Co.
vs.
Seth S. Gardiner, Assignee etc.

Court of Common Pleas, Ottawa County, Ohio

Now comes the plaintiff, and moves the Court to strickes from the files, the papers filed herein and purporting to be the answere of Charles Wright, for the following reasons.

1st Said Charles Wright is not a proper party defendant in said action.

2nd The matter set-up in said pretended answer is not germane to the case, is not an answer in said case, and is not such matter as may properly or lawfully be set-up by Answer in said case.

3rd Said Charles Wright has no interest in said action.

4th Said paper was was filed without leave of the Court, and without notice to the plaintiff.

5th Said paper and the filing thereof is not authorized or permitted by the laws of Ohio, and the matter set up therein, and the filing thereof is prejudicial to the rights of the plaintiff, and will unnecessarily incumber the record.

By A. H. Brightler Attorney for Plaintiff.

On the 17th day of December A.D. 1884, an Entry was made on the Journal of said Court which reads as follows, to-wit:-

Entry

R & J Cummings & Co.
vs.
Seth S. Gardiner Assignee

4263

This day this cause came on to be heard upon motion of the plaintiff to strike from the files of this case the answer of Charles Wright herein filed, for the reasons set forth in said motion, and the same was argued by Counsel and submitted to the Court. On consideration whereof the Court do sustain said motion and said answer is by order of the Court stricken from the files in this case. Thereupon the defendant asked and obtained leave of Court to file an answer herein within thirty days from the rising of the Court, and said cause is continued.

Afterward on the 17th day of March A.D. 1885, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

R. & J. Cummings & Co.
vs.
Seth S. Gardiner, Assignee

Entry

4263

Now comes the plaintiff herein, and the defendant being in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true, and that the claims of the plaintiffs against the estate of the said Charles Wright and John Lewis is just and that they are entitled to have the same allowed in the sum of One Hundred and Sixty-two 4/100 Dollars (including interest to the first day of the present term, Feby. 16th 1885) It is therefore considered and adjudged that the said defendant S. S. Gardiner as assignee of said Charles Wright and John Lewis under the firm name of Wright & Lewis, do allow the said claims of the plaintiffs as above found in the settlement of his books. It is further considered that the said R. & J. Cummings & Co. recover from the said S. S. Gardiner Assignee their costs herein expended taxed to $.

Attest J. D. Burgner Clerk.
By A. R. Burgner 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, in the year of our Lord one thousand eight hundred and eighty-three, on the Seventeenth day of February. Heretofore, to-wit:-

On the 2nd day of July A.D. 1883 the following Petition was filed with the Clerk of said Court to-wit:-

Petition

Wardin Thiernan & Co. Plaintiff
Against
S. S. Gardiner as Assignee of Charls Wright and John Lewis late partners under the firm name of Wright & Lewis, Defendant

Court of Common Pleas
Union County, Ohio.

Petition.

4266

The plaintiffs say: That they are a copartnership formed for the purpose of and doing business in the State of Ohio under the firm name and style of Wardin Thiernan & Co. and not incorporated.

Plaintiffs say that they are now, and for several years last past have been engaged in business as wholesale merchants, selling notions, furnishing goods &c. That among their customers during the year 1882 was the firm of Graham & Lewis, engaged as retail merchants in the Village of Richwood in the County of Union and State of Ohio. That between the 17th day of June 1882, and the 22nd day of August 1882, plaintiff sold and delivered to said firm of Graham & Lewis, at their request, five different bills of goods (Duplicate bills of which, properly verified are here to attached marked Exhibits 1, 2, 3, 4 & 5) all amounting in value to the sum of Seven Hundred and Twenty Three & 6/100 Dollars, upon which no payments have been made. That afterwards, to-wit: in the month of November A.D. 1882, John L. Graham of said firm of Graham & Lewis sold out his interest in the firm and in the property and entire business of Graham & Lewis to his partner John Lewis and one Charles Wright who thereupon associated themselves together under the firm name of Wright & Lewis and as a part of the consideration paid by them to said John L. Graham for his interest in said Store &c. said new firm of Wright & Lewis assumed and agreed to pay the Seven Hundred and Twenty-five and 6/100 Dollars due from said firm of Graham & Lewis to the plaintiffs.

Plaintiffs say that said firm of Wright & Lewis as successors of Graham & Lewis, continued in business until on or about the 6th day of February A.D. 1883 at which time said firm of Wright & Lewis made and delivered a deed of assignment for the benefit of their creditors, to the defendant S. S. Gardiner, and thereby assigned to him all of their stock and store of goods and assets that said defendant S. S. Gardiner, duly qualified as such assignee and entered upon the discharge of his duties in conformity with the statutes in such cases made and provided and he is now acting in such capacity. That on the 27th day of June A.D. 1883, said plaintiffs presented to said assignee their said claim for filing and allowance as a valid claim against said Wright & Lewis, properly verified according to law. And thereupon said assignee rejected said claim as not, in his opinion, a valid claim against the late firm of Wright & Lewis and indorsed his rejection thereon. Plaintiffs say that no part of their said claim has been paid, that they hold no security of any kind therefor and that there is

still due to them Seven Hundred of February A. as assignee of interest thereon costs and the able under the order of the C table and just

The State of O Union County

the above-name said plaintiff absent therefo contained an

Sworn to presence this Seal

State of Ohio County of Hard

ally appeared one of the firm the owners of a account of said thereof is just to said firm c claim the sum from Feb. 1st 188 against the sa affiants know

Sworn

Seal

Wardin Wright & Co
To Wardin, C
1882

June	17	
Aug.t	1	
4	1	
4	3	
4	22	

still due to them from S. S. Gardiner as assignee of said Wright & Lewis the sum of Seven Hundred and Twenty-five & 65/100 Dollars with interest thereon from the first day of February A. D. 1880. Plaintiffs therefore asks judgment against said S. Gardiner as assignee of Wright & Lewis as aforesaid, that he be ordered to allow said claim, with interest thereon in the settlement of said assignment and trust, together with the costs and that he shall pay what shall be due on said claim, and payable under the Statute in such case made and provided and under the order of the Court and that plaintiff may have such other relief as may be equitable and just.

A. V. Carpenter Attorney for Plaintiffs.

The State of Ohio }
Union County, ss. }

A. V. Carpenter being sworn says that he is the attorney for the above named plaintiffs in this action and duly authorized thereto, that said plaintiffs are non-residents of said County of Union and are now absent therefrom. Affiant further says that the facts stated and allegations contained in the foregoing petition of plaintiffs are true as he verily believes.

A. V. Carpenter.

Sworn to by A. V. Carpenter before me and signed by him in my presence this 20th day of June A. D. 1883.

Seal

J. D. Burgner, Clerk.

State of Ohio }
County of Ham. ss. }

Affidavit

Before me a Notary Public in and for said County & State personally appeared Frank Thieman, who being duly sworn makes oath and says he is one of the firm of Martin, Thieman & Co. of Cincinnati Ohio the said firm are the owners of a claim against Wright & Lewis of Richwood, Ohio; That an itemized account of said claim is hereto annexed; That said claim, and every item thereof is just & lawful, That the consideration therefor is goods sold and delivered to said firm at their request, That there is now due and unpaid on said claim the sum of Seven Hundred & Twenty-five & 65/100 Dollars and interest from Feb. 1st 1883, at legal rate, That there are no set offs or counter claims whatever against the same and that said owners have no security for the same to the best of affiants knowledge and belief.

Frank Thieman.

Sworn to before me and signed in my presence this 1st day of May A. D. 1883

Seal

John H. Martin Notary Public, Ham. Co. Ohio.

Statement

Cincinnati, May 1st 1883.

Wm. Wright & Lewis successors to Graham & Lewis, Richwood, Ohio
To Martin, Thieman & Co. 101 West Pearl Street. Dr.

1882 — Terms 4 months

June	17	To Mdse as Oct 1st			$69	13
Aug.t	1	4	4		119	06
4	1	4	4		416	47
4	3	4	4		86	40
4	22	4	4		34	40
					$725	65

(over)

Exhibit No. 1.

Cincinnati, Aug. 22nd 1882

Messrs. Wright & Lewis, successors to Graham & Lewis, Bought of
Martin, Rheiman & Co. Wholesale Dealers in Notions, Furnishing Goods &c.
Henry Martin. No. 101 West Pearl Street.
Frank Rheiman. All Bills Not Paid at Maturity Subject to Sight Draft.
Terms:- 6 per cent. 10 Days; 5 Per Cent. 30 Days; 3 per Cent 60 Days, Or 4 Grosses Net.

	½	Dz. Bent Gloves	$15	00	7	50
	1	" Sea Roff "			12	00
(Dr. 1.)	½	" Mem Kid "	15	00	7	50
	½	" Gants	15	00	7	50
		Duplicate Agents not authorized to Collect.			$34	50

Exhibit No 2

Cincinnati, Aug. 3rd 1882.

Messrs. Wright & Lewis, successors to Graham & Lewis, Bought of
Martin, Rheiman & Co. Wholesale Dealers in Notions Furnishing Goods &c.
Henry Martin No. 101 West Pearl Street.
Frank Rheiman. All Bills Not Paids at Maturity Subject to Sight Draft.
Terms:- 6 Per Cent., 10 Days: 5 Per Cent. 30 Days; 3 Per Cent 60 Days, Or 4 Grosses Net.

	1	Dz Brong Silk	18	75	13	50
	1	" Blk "	18	1.20	21	60
(Dr 2.)	1	" Super "	18	1.35	24	30
	1	" Extra " "	18	1.50	27	00
		Duplicate Agents not Authorized to Collect			$86	40

Exhibit No 3.

Cincinnati, June 14th 1882

Messrs. Wright & Lewis successors to Graham & Lewis Bought of
Martin, Rheiman & Co. Wholesale Dealers in Notions, Furnishing Goods, &c.
Henry Martin No. 101 West Pearl Street.
Frank Rheiman All Bills Not Paid at Maturity Subject to Sight Draft.
Terms: 6 per Cent, 10 days; 5 per Cent 30 days; 3 Per Cent 60 days, Or 4 Grosses Net.

	½	Dz. Kid Mittens	12	00	6	00
	½	" " Fine Roff Gloves	12	00	6	00
	½	" Buck "	18	00	9	00
	1	" Knit Mittens			12	00
	½	" " "	8	00	4	00
	½	" Fleece Gants	4	00	2	00
	½	" Kurt Bent Gloves	15	00	7	50
(Dr. 3)	½	" Soo Roff "	12	00	6	00
	½	" Dark Buck "	15	00	7	50
	½	" Lined "	12	00	6	00
	½	" Boys "	3	50	1	75
	½	" " Gants	2	00	1	00
		Agents not Authorized to Collect				40
		Duay			$69	15
		Duplicate				

Exhibit No 4

Cincinnati Aug. 1st 1882

Mess. Wright & Lewis, successors to Graham & Lewis, Bought of Martin, Rhiemann & Co. Wholesale Dealers in Notions, Furnishing Goods &c.

Henry Martin
Frank Rhiemann

No. 101 West Pearl Street.

All Bills not Paid at Maturity Subject to Sight Draft.

Terms: 6 Per Cent; 10 Days, 5 Per Cent; 30 Days, 3 Per Cent 60 Days or 4 Months, Net.

	1	Doz Lea Soled Hose			90
	2	" " Grey "	2 00	4	00
	2	" Merino "	1 10	2	20
	2½	" " "	1 20	3	00
	2½	" " "	1 25	3	13
	2½	" " "	1 24	3	12
	2½	" " "	1 50	3	75
	2	" Lda Rbs "	90	1	80
	3	" Stripe "	1 10	3	30
	2	" Mixed Yn "	1 00	2	00
	3	" " " "	60	1	80
	½	" Audubon Corsets	4 50	2	25
	½	" Emmette "	9 00	4	50
(Nr. 4.)	½	" Stephanie "	9 00	4	50
	½	" Evangeline "	6 00	3	00
	1	" Wht Shirts		9	00
	½	" Silk Mkfs	12 00	6	00
	½	" " "	9 00	4	50
	½	" " "	13 00	6	50
	½	" Law Collars	3 00	1	50
	½	" " "	7 00	3	50
	½	" " "	3 00	1	50
	½	" " "	7 50	3	75
	½	" " "	3 50	1	75
	5	Pr Chemos	2 38	2 12½	29 81
	½	Doz Blk Kid Gloves	15 00	7	50
		Doxey			30
				$119	06
		Duplicate			

Agents not Authorized to Collect.

Exhibit No. 5.

Cincinnati August 1st 1882.

Mess. Wright & Lewis, successors to Graham & Lewis, Bought of Martin, Rhiemann & Co. Wholesale Dealers in Notions, Furnishing Goods &c.

Henry Martin
Frank Rhiemann.

No. 101 West Pearl Street.

All Bills not Paid at Maturity Subject to Sight Draft.

Terms 6 per Cent., 10 Days; 5 per Cent 30 Days; 3 Per Cent 60 Days; Or 4 Months, Net.

	3	Pr Baltimore Flannel	1 78	12	21 36
	2	" Belmont Linney	1 24	15	18 60
	4	" Hornie Flannel	2 01	3 22½	45 38
	2	" Gleubrun "	1 01½	37½	38 06

	1	Pr Wht Flannel	20	35	10	68	
	1	" " "	23	50	11	75	
	1	" Red Twill "	60	32	19	74	
	1	" Plain Red "	20	30	9	00	
	1	" Ldr Wool Jacquinet	34	90	31	28	
	2	" " " "	83	80	66	40	
	½	Doz Scarlet Under Shirts		15.00	9	00	
	½	" " Drawers		15.00	9	00	
	1	" Merino "			6	00	
	1	" " Under Shirts			6	00	
	1	" Worsted "			9	00	
	1	" " Drawers			9	00	
	1	" Hooded "			6	00	
(Nos 5.)	1	" " Under Shirts			6	00	
	1	" " "			4	50	
	1	" Drawers			4	50	
	½	" Ldrs Wool Pants		13.00	7	50	
	½	" " " Vests		13.00	7	50	
	½	" " Scarlet Wool Vests		15.00	7	50	
	½	" " " " Pants		15.00	7	50	
	½	" " Cashmere "		6.00	3	00	
	½	" " " Vests		6.00	3	00	
	3	Arctic Shawls		1.75	5	25	
	2	Protch "		2.75	5	50	
	3	Velvet Beaver "		6.50	19	50	
Jet	3	"		1.50	4	50	
	3	Quaker City "		1.50	4	50	
					$ 416	54	
		Duplicate					

Agent's Not Authorized to Collect

Precipe To Clerk:-

Issue Summons in above case returnable according to law. Endorse "Ouit-claimed $723-65/100 @ 6% int from Feb. 1st 1883 & that defendant be ordered to allow said claim."

A. T. Carpenter Atty for Plaintiffs.

On the 2nd 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 } Summons.
Union County, ss }

4266 To the Sheriff of the County of Union, Greeting:-

We command you to notify S. S Gardiner that he has been sued by Martin, Thieman & Co. in the Court of Common Pleas of Union County, and that unless he answers by the 4th day of August 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 rendered accordingly. You will make due return of this summons on the 16th day of July A.D. 1883.

Seal Witness my hand and the seal of said Court, this 2nd day of July A.D. 1883.

J L. Burgner Clerk.

Endorsed:- "Ouit
ordered to allow

Writ returned a
Sheriffs Fees The State of Oh
Union County,
summons to
by delivering
defendant.

Afterwards
Clerk of said C
Martin, Thie
vs.
Summons S. S. Gardiner
Wright & Le
4266

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Afterwards
Journal of said
Martin Thie
vs
Entry S. S. Gardin
4266

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Eight-Hundre
February 16th 1
defendant S. S.
Lewis (partn
claim of the
It is furth
the said S. S.

Endorsed:- "Amt. claimed $725.62 @ 6% int. from Feb. 1st 1883, & that defendant be ordered to allow said claim."

A. J. Carpenter Plaintiffs Attorney.

Writ returned and filed July 16th 1883, endorsed as follows, to-wit:-

Sheriffs Return

The State of Ohio } Sheriffs Return
Union County, ss. } Received this Writ July 2nd A.D. 1883, at 6 o'clock P.M., and in pursuance to its command, on the 7th day of July A.D. 1883, I served the same by delivering a True Copy of this Writ with endorsements thereon to the within named Defendant. ~~ Sheriffs Fees: Service 30, Mileage 2.56, Copy 20, Total $3.06 ~~

John Hohensack Sheriff.

Afterward on the 28th day of August A.D. 1883, a Demurrer was filed with the Clerk of said Court which reads as follows, to-wit:-

Demurrer

Martin, Thieman & Co.
vs.
S. S. Gardiner as Assignee of Wright & Lewis

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

+266

Now come the said Defendant S. S. Gardiner as Assignee of Wright & Lewis and demurres to the petition of the plaintiff in this case and says: said petition does not state facts sufficient to show a cause of action against said defendant.

S. S. Gardiner Atty for Defendant.

Afterward on the 11th day of March A.D. 1885, an Entry was made in the Journal of said Court, which reads as follows, to-wit:-

Entry

Martin Thieman & Co.
vs
S. S. Gardiner Assignee

+266

Now came the plaintiffs herein and the defendant being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by him to be true, and that the claim of the plaintiffs against the estate of the said Charles Wright and John Lewis is just and that they are entitled to have the same allowed in the sum of Eight Hundred and Fourteen 62/100 Dollars (including interest computed up to February 16th 1883) It is therefore considered and adjudged that the said defendant S. S. Gardiner, as assignee of the said Charles Wright and John Lewis (partners under firm name of Wright & Lewis) do allow the said claim of the plaintiffs as above found in the settlements of his trusts.

It is further considered that the said Martin, Thieman & Co. recover from the said S. S. Gardiner as assignee, their costs herein expended, taxed at

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

Pleas before his Honor John A. Price Judge of a Court of Common Pleas began and held at the Court House in the town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio, on the Sixteenth day of February in the year of our Lord one thousand eight hundred and eighty-five. Heretofore to wit:-

On the 10th day of August A.D. 1883, a Petition was filed with the Clerk of said Court which reads as follows, to wit:-

Murray Shipley, William Hoover, Adelbert E. Dorsy and Morris S. Shipley, Partners under the firm name of Shipley, Hoover & Co. Plaintiffs.	In the Court of Common Pleas of Union County, Ohio.
Against	
S. S. Gardiner, as assignee of the firm of Wright & Lewis, Defendant	Petition.

Petition

4288

Plaintiffs say: That they are a partnership doing business in the State of Ohio, and unincorporated; That from the 18th day of September A.D. 1882, until the 27th day of September 1882, said plaintiffs furnished and sold to the firm of Graham & Lewis, then doing business in the village of Richwood, Union County, Ohio; certain goods and merchandise amounting in value to the sum of One Hundred and Eleven and 15/100 Dollars and costs of affidavit, 40 cents, in all One Hundred and Eleven and 55/100 Dollars copies of the accounts therefor, are hereto attached marked exhibits "A" and "B" and made part hereof. That in the month of November (the exact date thereof plaintiff is unable to state) A.D. 1882, John L. Graham of said firm of Graham & Lewis sold and transferred all his interest in and to the rights, privileges and assets of every kind belonging or appertaining to said firm of Graham & Lewis to one Charles Wright; he, the said Charles Wright, as a part and parcel of the consideration for said sale, agreeing to assume the liability incurred by said Graham to these plaintiffs. That said John Lewis, of said firm of Graham & Lewis, in connection with said Charles Wright continued said partnership under the firm name and style of Wright & Lewis. That on the 6th day of February A.D. 1883, the said firm of Wright & Lewis duly assigned all their property to the said defendant S. S. Gardiner for the benefit of their creditors, which assignment was then duly filed in the Probate Court of said County of Union and thereupon said defendant duly qualified and entered upon his duties as such assignee. That on the 26th day of July A.D. 1883 said plaintiffs duly presented to said defendant as such assignee, a written statement of their claim, and demanded an indorsement of allowance thereon, but defendant refused said indorsement and entered thereon an indorsement in the words and figures following: "Said claim is rejected this 26th day of July 1883 for the reason that same is not a valid claim against Lewis & Wright. S. S. Gardiner, Assignee."

Plaintiffs therefore ask judgment against said defendant as assignee as aforesaid, for the said sum of One Hundred and Eleven and 55/100 Dollars with interest thereon at the rate of six per centum per annum from the 20th day of January A.D. 1883.

John M. Brodrick, Attorney for Plaintiffs

The State of Ohio }
Union County, ss. } John M. Brodrick, being sworn makes oath that he

is the attorney for said plaintiff duly authorized: that said plaintiffs are non-residents of said County of Hamilton and are now absent therefrom, and that the facts stated in the foregoing petition are as affiant believes true.

John M. Broderick.

Sworn to by said John M. Broderick, before me and signed by him in my presence this 9th day of August A. D. 1883.

J. D. Breyfogle, Clerk.

Cincinnati, 16th Feb 1882.

Messrs Graham & Lewis, Richwood, O. To Shipley, Hoover & Co., Dr.

No 113 West Pearl Street.

Ten per cent Interest invariably charged after Maturity.

1882 Sept.	16	To Indse 4 mos.			93	26
"	27	"			17	89
					111	15
		Affidavit				40
					$111	55

"Exhibit A."

Murray Shipley. Wm H. Hoover. Adelbert E. Doisy Morris S. Shipley

Cincinnati, Sept 18th 1882

Graham & Lewis Bought of Shipley, Hoover & Co. Wholesale Dealers in Dry Goods, Notions and Furnishing Goods, 147 & 149 W. Fourth Street.

Terms 4 mos. 10 per cent charged on bills after maturity.

Please remit in Cincinnati or New York Exchange. Money sent by express should be prepaid.

	7	Brocade 4 7/8 4 1/2 4 7/8 4 7/8 4 7	Duplicate	38 6/8	15	57	95
	1	Jeans		5 3/8	14	7	53
	1	Velveteen		37	75	27	75
						$93	26

Exhibit B"

Murray Shipley Wm H. Hoover Adelbert E. Doisy Morris S. Shipley

Cincinnati, Sept. 27th 1882

Graham & Lewis Bought of Shipley, Hoover & Co. Wholesale Dealers in Dry Goods, Notions and Furnishing Goods 147 & 149 W. Fourth Street.

Terms 4 mos. 10 per cent interest charged on bills after maturity.

Please remit in Cincinnati or New York Exchange. Money sent by express should be prepaid.

	1	Velvet	Duplicate	39 3/8	45	17	89

Affidavit

The State of Ohio
Hamilton County, ss.

Before me, a Notary Public in and for said County and State and duly authorized by law to take acknowledgements and affidavits personally appeared Miles P. Watts, who being duly sworn, says that he is book keeper for the firm of Shipley, Hoover & Co. and knows them to be the owners of the claim hereto attached: that said claim, and every item thereof is just and lawful; that the consideration therefor is goods sold and delivered the said

Gradeaux & Lewis at their request. That there is now owing embraced therein: that there is now due and unpaid on said claim the sum of One Hundred and Eleven Dollars and fifty-five cents, with interest thereon at the rate of 6 per cent per annum from the 20th day of January 1883. That there are no set-offs, counterclaims nor discounts whatever against the same, and that said owners have no security whatever for the same, that the said owners to the best of affiants knowledge and belief, have not sold, assigned or transferred said claim, or any part thereof.

Miles T. Watts.

Sworn to before me, and signed in my presence, this 6th day of March A.D. 1883.

Edwards Ritchie Notary Public
Hamilton Co. Ohio

Cost of this Affidavit 40 cts. Paid by S. H. & Co.

Endorsed:- Said claim is rejected this 26th day of July 1883. for the reason that same is not a valid claim against Lewis & Wright

S. S. Gardiner Assignee.

Afterward, on the 13th day of August A.D. 1883, the following Waiver of Summons was filed with the Clerk of said Court, to-wit:-

Waiver of Summons

Murray Shipley et. al. partners as Shipley, Hoover & Co. Plaintiffs
Against
S. S. Gardiner, Assignee of firm of Wright & Lewis, Defendant.

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

Waiver of Summons.

4288

I hereby waive the issuing and service of process in the above entitled cause and enter my appearance herein this 10th day of August A.D. 1883.

S. S. Gardiner, Assignee of Wright & Lewis.

Afterwards on the 17th day of January A.D. 1884, a Demurrer was filed with the Clerk of said Court which reads as follows, to-wit:-

Demurrer

Shipley, Hoover & Co.
vs.
S. S. Gardiner Assignee of Wright & Lewis

Court of Common Pleas, Union County, Ohio
Demurrer.

4288

Now comes the said defendant S. S. Gardiner as Assignee as aforesaid and demurres to the petition of the Plaintiff in this case and says that the said petition does not state facts sufficient to constitute a cause of action against said S. S. Gardiner Assignee.

S. S. Gardiner for Defendant.

Afterward on the 17th day of March A.D. 1883, an Entry was made on the Journal of said Court which reads as follows, to-wit:-

Entry

Shipley, Hoover & Co.
vs.
S. S. Gardiner Assignee of Wright & Lewis

4288

This day this cause came on to be heard, thereupon the defendant asked and obtained leave of Court to withdraw his demurrer heretofore filed herein and the defendant having failed to further demurrer or answer herein, it is considered and adjudged by the Court that the said plaintiffs do recover of the said defendant as assignee of the said firm of Wright & Lewis the sum

Petition

4283

of One Hundred
of February A.D.
goods and chec

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for the County
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On the 31st
Clerk of said
A. W. Butterw
Partners under
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firm of Wright
Gardiner for th
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qualified and
July A.D. 1883, s

of One Hundred and Twenty Five and 42/100 Dollars with interest from the 16th day of February A.D. 1883; and execution is awarded for the same to be levied of the goods and chattels, lands and tenements of the said assignors, Wright & Lewis.

Attest-J.R. Burgner, Clerk
By A.R. Burgner, Deputy.

Pleas before his Honor John A. Price Judge of the Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub Division of the Tenth Judicial District of the State of Ohio, on the Sixteenth day of February in the year of our Lord one thousand eight hundred and eighty five. Heretofore, to-wit:

On the 21st day of July A.D. 1883, the following Petition was filed with the Clerk of said Court to-wit:

A. W. Butterworth, J.B. Douglas and E.O. Leedom, Partners under the firm name and style of Butterworth & Co. Plaintiffs

Against

S.S. Gardiner Assignee of Wright & Lewis, Defendant.

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

Petition

Petition

4285

Plaintiffs say: That they are a partnership doing business in the State of Ohio and unincorporated; That from the 2nd day of September A.D. 1882, until the 9th day of October A.D. 1882 said plaintiffs furnished and sold to the firm of Graham & Lewis, then doing business in the village of Richwood, Union County, Ohio, certain goods and merchandise amounting in value to the sum of Four Hundred and Forty-Three and 5/100 Dollars. A copy of the account therefor together with all credits thereon is hereto attached marked Exhibit "A" and made a part of this petition: That in the month of November (the exact day thereof plaintiffs is unable to state) A.D. 1882, John L. Graham of said firm of Graham & Lewis, sold and transferred all his interest in and to the rights, privileges and assets of every kind belonging or appertaining to said firm of Graham & Lewis to one Charles Wright: He the said Charles Wright, as a part and parcel of the consideration for said sale, agreeing to assume the liability incurred by said Graham to these plaintiffs. That said John Lewis of said firm of Graham and Lewis, in connection with said Charles Wright, continued said partnership under the firm name and style of Wright & Lewis.

That on the 3rd day of February A.D. 1883, the said firm of Wright & Lewis acknowledged their liability to pay the said claim of these plaintiffs and on that day they did pay on said account to said plaintiffs the sum of Twenty Dollars, and plaintiffs say that said defendants have ever since failed, neglected and refused to pay the remainder of said account or any part thereof although often requested so to do. Plaintiffs say that on or about the 6th day of February A.D. 1883, the said firm of Wright & Lewis duly assigned all their property to the said defendant S.S. Gardiner for the benefit of their creditors, which assignment was then duly filed in the Probate Court of said County of Union, and thereupon said defendant duly qualified and entered upon his duties as such assignee. That on the 26th day of July A.D. 1883, said plaintiffs duly presented to said defendant as such assignee

a written statement of their claim, and demanded his indorsement of allowance thereon, but defendant refused said indorsement, and indorsed on indorsement in the words and figures following: "Said claim is rejected July 26th 1883. S. S. Gardiner." Plaintiffs therefore ask judgment against said defendant as assignee as aforesaid for the sum of Four Hundred and twenty three and 55/100 Dollars with six per cent interest thereon from the 2nd day of January A.D. 1883.

John M. Brodrick Attorney for Plaintiffs.

The State of Ohio
County of Union ss. } John M. Brodrick, being sworn makes oath that he is the attorney for said plaintiffs, duly authorized; that said plaintiffs are non-residents of said County of Union and are now absent therefrom 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 31st day of July A.D. 1883.

J. Q. Burgner, Clerk.

Messrs Scalenne & Lewis, Richwood, O. Bought of Butterworth & Co, Manufacturers and Wholesale Dealers in Boots and Shoes, Factory and Salesroom, 28 West Pearl Street. Remit by Draft on Cincinnati or New York, Or by Express, Charges Prepaid.

September	2nd	1882.			
124	12	pcs. wo's kid button. plain	1.65	19 80	
6	12	" " " " "	2.00	24 00	
276	12	" " "fox " glove	2.00	24 00	
10	12	" " " " " "	2.25	27 00	
22	12	" " oil gt. "	2.00	24 00	
89	12	" " all clf. "	2.15	25 80	
90	12	" Imit " " "	1.90	22 80	
80	12	" Wos Clf. Bot. side	1.80	21 60	
81	12	" Imit " " "	1.60	19 20	
442	12	" " A kip Boots		27 00	
455	12	" Boys " "		21 00	
420	12	" Mens " "		21 00	
434	12	" " " "		27 00	
410	12	" Wos a clf peg. bot	1.10	13 20	
411	12	" Miss " " "	.85	10 20	
412	12	" Childs kip unlined	.70	8 40	
	192	pcs	Drayage	30	338 30
September	14th				
	12	pcs. Wos clf. Fox butt. gl. top	2.25	27 00	
	12	" Imit " " " " "	2.00	24 00	51 00
	24	pcs.			
October	9th				
327	12	pcs. Imit peg. clf. Boots		27 00	
33	12	" Wos kid fox Emb.	2.25	27 00	
			Frt	25	54 25
February	3rd	1883 Cr. By Cash			443 55
					20 00
		Balance			$423 55

The State of Ohio
Hamilton County

sworn says that
W. Pearl St. Cin
that said claim
every thereof
merchandise
at the request
claim the sum
interest thereon
1883; that there
that said owes
edge and belief

Sworn to be

Seal

Cost of this affid
Endorsed: Cl

Afterward
Summons iss
S. W. Butterwo
Ag
S. S. Gardiner
Wright & Lewis

Writs of Summons 4283

service of sum
appearance by

Afterward, to
the Clerk of said
Butterworth & Co

Entry

vs.

S. S. Gardiner C

4283

thereupon the de
heretofore filed
answer herein
recover of said
seven Hundred
the 16th day of Fe
levied of the go
Assignors as

The State of Ohio, }
Hamilton County, ss. }

Before me personally appeared Isaac W. Butterworth who, being duly sworn, says that he is a member of the firm of Butterworth & Co. doing business at No. 28 W. Pearl St. Cincinnati O. that said firm is the owner of the claim here attached, that said claim, and every item thereof, is just and lawful, and that there is no error therein contained and that the consideration therefor is for goods and merchandise sold and delivered to Messrs Graham & Lewis of Richwood, O. and at the request of said Graham & Lewis, that there is now due and unpaid on said claim the sum of Four Hundred and Twenty three Dollars and fifty five Cents, with interest thereon at the rate of 6 % per cent. per annum from the 2 day of January 1883; that there are no set-offs nor counter-claims whatever against the same, and that said owner has no security whatever for the same, to the best of affiants knowledge and belief.

(Affiant) Isaac W. Butterworth.

Sworn to before me, and signed in my presence, this 2nd day of April A.D. 1883.

[Seal]

J. E. Howard Notary Public,
Hamilton County, Ohio.

Cost of this affidavit 40 cts. Paid by I. W. Butterworth E. J. Howard.

Endorsed: Claim is rejected July 26th 1883. S. S. Gardiner Assignee

Afterward on the 9th day of August A. D. 1883, the following Waiver of Summons was filed with the Clerk of said Court, to-wit:-

Waiver of Summons 4283

I. W. Butterworth & Co. Plaintiffs
Against
S. S. Gardiner, Assignee of
Wright & Lewis, Defendant.

In the Court of Common Pleas of
Union County, Ohio.
Waiver of Summons.

I hereby waive the issuing and service of summons in the above entitled case and enter my appearance herein this 1st day of August A. D. 1883.

S. S. Gardiner Assignee of Wright & Lewis

Afterward, on the 17th day of March A. D. 1885, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry 4283

Butterworth & Co.
vs.
S. S. Gardiner Assignee of Wright & Lewis

This day this cause came on to be heard thereupon the defendant asked and obtained leave of Court to withdraw his demurrer heretofore filed herein, and the defendant having failed to further demur or answer herein it is considered and adjudged by the Court that the plaintiff do recover of said defendant as assignee of the said firm of Wright and Lewis the sum Four Hundred and Seventy Five and 7/100 Dollars with interest thereon from the 16th day of February A. D. 1885, and execution is awarded for the same to be levied of the goods and chattels, lands and tenements of said Wright & Lewis Assignors as aforesaid.

Attest- J. Q. Burgner, Clerk.
By A. R. Burgner, 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 Sixteenth day of February in the year of our Lord, one thousand eight hundred and eighty-five. Whereof, to-wit:-

On the 10th day of January A.D. 1884 the following Petition was filed with the Clerk of said Court which reads as follows, to-wit:

Petition

4677

Stephen Davis, Plaintiff
Against
Martha J. Davis, Rachel Sivey,
Samuel S. Burnside, H. D. Davis
Benjamin H. Warder, Defendants.

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

Plaintiff says that the said defendant Martha J. Davis is his wife and that the said Martha J. Davis is and for a number of years last past has been permanently insane; and that she was 46 years of age May 27th 1884; that plaintiff is the owner in fee simple of the following described premises, to-wit:- Situate in the County of Union and State of Ohio and in Darby Township, Part of Virginia Military Surveys Nos. 10943 and 9918 Beginning at a stone at the north west corner of said Survey No. 10943 and north East corner of Survey No 9917; thence N. 79½° E. with the north line of said Survey No. 10943; 76 poles to a stake; thence S. 11° E 134 poles to a stone in the north line of said Survey No. 9918; thence S. 79¾° W. with the north line of said Survey No. 9918, 53 20/100 poles to a stone; thence S. 10¾° E. 82 2/100 poles to a stone in the centre of the Rush Creek Gravel Road; thence S 60° W. with the centre of said Rush Creek Gravel Road 30 6/100 poles to a stone in the east line of Survey No 9917; thence N 9¼° W. with the East line of said Survey No. 9917, 226 6/100 poles to the place of beginning, Containing Eighty and one-half acres more or less. Being Sixty-five and 43/100 acres in Survey No 10943 and 15 28/100 acres in Survey No. 9918. Plaintiff says that said Martha J. Davis as his wife has a contingent right of dower in said premises. Plaintiff further says that he has sold said premises, about 15 acres thereof to H. D. Davis; forty (40) acres thereof to Rachel Sivey and the remainder to Samuel S Burnside but by reason of the insanity of his said wife he is unable to procure a release of her dower right therein to said purchasers. By the terms of said sale the said purchasers are to assume the payment of a mortgage of about $900.00 to the said defendant Benjamin H. Warder and to pay the remainder of the purchase money in three equal annual payments after said mortgage becomes due, to-wit: January 1st 1887; except said H. D. Davis who has paid all his purchase money except his portion of said mortgage. Plaintiff says there are also taxes amounting to $59.52 now due on said premises. Plaintiff therefore prays that the dower interest of his wife in said lands be ascertained under the Statutes providing therefor, and that such interest be invested by order of the Court as it may seem best under said Statute, and that an Entry be made on the records of this Court by a decree thereof releasing and forever discharging the said dower interest of said Martha J. Davis in said lands and for all other and proper relief in the premises

Broderick & McCampbell Attorneys for Plaintiff.

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

The plaintiff, Stephen Davis, being sworn makes oath that the facts stated in the foregoing petition are as affiant believes true

Stephen Davis.

Praecipe

Sworn to by
this 10th day of
Seal
Clerk:

of Union County
decree".

Writ of Summons
4677

We hereby
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Summons

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Seal

Sheriff's Return

Endorsed: F
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Afterward
Journal of said
Stephen Davis
vs.
Martha J. Da

Entry

4677

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in writing with

Sworn to by said Stephen Davis before me and signed by him in my presence this 10th day of January A.D. 1885.

Seal

J. L. Burgener Clerk.

Praecipe

Clerk:

Issue summons to the defendant Martha J Davis (a lunatic) to Sheriff of Union County, Ohio, returnable according to law. Endorse: "Action to discharge dower".

Brodrick & Lee & Campbell Attorneys for Plaintiff

Waiver of Summons 4677

We hereby waive the issuing and service of summons and enter our appearance herein this 10th day of January A.D. 1885.

Benjamin H. Stanley
By T. B. Fullen his Attorney
Rachel Avery
Samuel G. Burnside
G. D. Davis.

On the 10th day of January A.D. 1885, a Summons was issued 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, Greeting:-

You command you to notify Martha J. Davis a lunatic that she has been sued by Stephen Davis in the Court of Common Pleas of Union County and that unless she answer by the 7th day of Feb. A.D. 1885, the petition of said Stephen Davis against her filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 19th day of January A.D. 1885.

Witness my hand and the seal of said Court this 10th day of January A.D. 1885.

Seal

J. L. Burgener, Clerk.

Endorsed: For action to discharge dower. Brodrick & Lee & Campbell, Pltff's Attys.

Writ returned and filed Jan. 14th 1885, endorsed as follows, to-wit:-

Sheriff's Return

The State of Ohio, } Union County ss. } Sheriff's Return

Received this Writ on the 10th day of January A.D. 1885, at 1 o'clock P. M. and pursuant to its command, on the 13th day of January A.D. 1885, I served the same by leaving at the usual place of residence of the within named Martha J. Davis a true copy of this Writ with indorsements thereon. Service 2d, Mileage 2.88, Copy 2d, Total $3.38.

Marion Hopkins

Afterward, on the 17th day of February A.D. 1885, an Entry was made on the Journal of said Court which reads as follows, to-wit:-

Entry 4677

Stephen Davis Plaintiff
vs.
Martha J. Davis et. al. Defendants

This cause coming on for hearing on the petition of the Plaintiff, alleging the insanity of the said Martha J. Davis and no good cause being shown to the contrary, the Court appoints B. A. Stanley, George Miller, E. C. Richardson, John Gray, Hiram Garrington and Lafayette Phillips, six competent men as required by law a committee to inquire under oath into the fact of the insanity of the said Martha J. Davis, and to report in writing without unnecessary delay, after hearing testimony in the case -

the result of their investigations. And the said Martha J. Davis having no legal guardian, Leonidas Piper is hereby appointed guardian ad litem in this action to produce testimony to the above named Committee and otherwise protect the interest of said Martha J. Davis in the premises.

Brodrick & Mc Campbell Attorneys for Plaintiff

Filed 2nd Writ to Discharge Dower 4677

Afterward on the 3rd day of March A.D. 1885. a Writ to Discharge Dower was issued by the Clerk of said Court which reads as follows, to-wit:-

Writ to Discharge Dower.

Writ to Discharge Dower 4677

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

To the Sheriff of said County Greeting:

We command you, That without delay, by the oaths of B.A. Martin, George Miller, E.O. Richardson, John Gray, Hiram Garrington and La-fayette Phillips you cause a full and complete inquiry and examination as to the insanity of Martha J. Davis, wife of Stephen Davis according to the provisions of section No 5722 Revised Statutes of Ohio, in pursuance of an order made in our said Court of Common Pleas within and for the said County of Union, in a certain Petition wherein Stephen Davis is petitioner, and Martha J. Davis et. al. are respondents, and that your proceedings in the premises, you distinctly certify under your hand to our said Court forthwith, And have you there and there this writ.

Witness my name, and the Seal of said Court at Marysville this 3rd day of March A.D. 1885.

Seal

J. Q. Bargner Clerk.

Sheriffs Return

Sheriffs Return.

As commanded by this Writ, I have by the oaths of B.A. Martin, George Miller E.O. Richardson, John Gray, Hiram Garrington and Lafayette Phillips, caused a full and complete inquiry and examination into the question of the insanity of the said Martha J. Davis, wife of Stephen Davis, and their report is hereto appended in writing. (Service 30, Mileage 6.40, Executing Writ 1.20, Swearing Com. 1.20, Total $7.10. Commissioners Fees $18.00).

Given under my hand, this 14th day of March A.D. 1885.

Emerson Hopkins Sheriff.

To the Court of Common Pleas of Union County Ohio:-

In obedience to your command as stated in the foregoing writ we have carefully and diligently inquired into and examined the question as to the insanity of the said Martha J. Davis wife of said Stephen Davis and do find and report that said Martha J. Davis is in our opinion permanently insane.

Respectfully submitted

5.00	Geo. Miller Jur. D.	Committee
5.00	E.O. Richardson Jur. D.	
5.00	B.A. Martin Jur. D.	
1.00	John Gray.	
1.00	H. Garrington	
1.00	L. Phillips	

Filed 1st On the 17th day of February A.D. 1885- the following Answer was filed with the Clerk of said Court, to-wit:-

Stephen Davis
vs.
4677 Martha J. Davis

Answer

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Afterward
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vs.
Entry Martha J. Da
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Survey line 79
Grand road;
thence N. 6° W.

Stephen Davis Plaintiff
vs.
4677 Martha J. Davis et.al. Defendants.

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

Answer of Guardian ad litem.

Answer

And now comes the undersigned guardian ad litem appointed by the Court and for answer to plaintiffs petition herein filed says: that he is not informed as to the matters therein set forth and demands proof of the same and asks that the rights of said defendants be fully protected by the Court.

Leondus Pfau Guardian ad litem.

Afterwards on the 12th day of March A.D. 1875, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Stephen Davis
vs.
Entry Martha J. Davis et.al.
4677

This day this cause came on for hearing upon the report of the committee heretofore appointed herein, and the Court having found that said Committee consisted of three physicians, together with their other, competent men, and that finding that said Committee had reported unanimously that said defendant Martha J. Davis is, in their opinion permanently insane, do confirm said report; The Court further find that said land mentioned in the petition has been sold as therein set forth and that the consideration therein set forth is the fair and reasonable value of said land. It is therefore considered ordered and decreed by the Court that the said defendant Rachel Sivey, her heirs and assigns forever do have and hold the following premises, free and discharged from any and all right, title, interest and claim of said defendant Martha J. Davis for dower or contingent right of dower therein as follows: Situate in the Township of Washington, County of Union and State of Ohio, Part of Virginia Military Survey No. 10945; Beginning at a stone in the center of the Cunningham Road and in the North line of said Survey No. 10945; thence S.8° E. 82 5/100 poles with said Rachel Sivey's West line, to a stone and brick; thence S. 82½° W. 78 7/100 poles to a stone and brick in the west line of Survey No. 10945; thence with said West Survey line N. 6° W. 82 7/100 poles to a stone and brick in the center of said Cunningham road and North West corner of said Survey No. 10945; thence with the north line of said Survey N. 82½° E 76 4/100 poles to the beginning. containing forty acres of land be the same more or less.

It is further considered, ordered and decreed by said Court that in like manner the said Samuel S. Runnicle, his heirs and assigns forever do have and hold the following premises, free and discharged from all right, title and interest and claim of dower or contingent right of dower of said defendant-Martha J. Davis, to wit:- Situate in the township of Washington, County of Union and State of Ohio, Part of Virginia Military Surveys Nos. 2918 and 10945. Beginning at a stone and brick South West corner of Survey No. 10945 (witness a pine, oak brace N. 29½° E. 6 links): thence with the West line of said Survey N. 6° W. 52 7/100 poles to a stone and brick in said Survey line and South West corner of Rachel Sivey's forty acre tract; thence with said Rachel Sivey's South line N. 82½° E. 78 7/100 poles to a stone and brick; thence S. 8° E 52 22/100 poles to a stone and brick in the South line of Survey No 10945; thence S. 82¼° W. with said Survey line 79 35/100 poles; thence S. 6° E 22 79/100 poles to the center of the Rush Creek Gravel road; thence with the center of said Gravel road S. 63° W. 1 3/100 poles; thence N. 6° W. 93 25/100 poles to the beginning Containing twenty six and 134/160 acres of land

more or less. Being 26 43/100 acres in Survey No. 10945 and 112/160 acres in Survey No. 9918. It is further considered, ordered and decreed by the Court that in like manner the said defendant G. D. Davis, his heirs and assigns forever do have and hold the following premises free and discharged from all right, title, interest and claim of dower or contingent right of dower of the said defendant Martha J. Davis. to-wit: Situated in the township of Washington, County of Union and State of Ohio, Part of Virginia Military Survey No 9918 and bounded and described as follows, viz: Commencing North West corner to land owned by John Tilley, thence South with Tilleys line 82 6/100 poles to the centre of Rush Creek pike thence west with said the centre of said pike 30 6/100 poles to a stone, thence North parallel with the east line 84 12/100 poles to a stake in the line of Survey No. 10945; thence east with said Survey line 28 32 poles to the beginning containing fifteen acres.

The Court after being fully advised find the value of said premises to be Two thousand, nine hundred and Fifty three + 16/100 dollars. The Court further find the age of said defendant Martha J. Davis to be forty-six years and that the value of her contingent right of Dower in all of said premises is Six hundred and sixty six and 84/100 dollars. It is considered, ordered and decreed by the Court that the said value of said contingent right of dower as above set forth be invested in the following described premises, to-wit:- Situate in the township of Washington, County of Union and State of Ohio Part of Virginia Military Survey No. 9918. Beginning at an ash North East corner to Survey No. 9897; thence with the West line of Survey No. 9918 N. 10° W. 194 4/100 poles to a stone; thence N. 79½° E 78 poles to a stone in the West line of Lot No. 2 of the subdivision of said Survey No. 9918; thence with said line S. 10° E 194 4/100 poles to a stone and two elms South West corner to said Lot No 2 in the South line of said Survey No. 9918, thence with said line S. 79½° W. 78 44/100 poles to the place of beginning, Containing nine and one half (9½) acres more or less. It is further considered ordered and adjudged by the Court that the said plaintiff pay the costs of this action taxed to $36.45

Attest J. Q. Burgner, Clerk.
By A. R. Burgner, 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 Tenth Judicial District of the State of Ohio, in the year of our Lord one thousand eight hundred and eighty three on the tenth day of September. Heretofore, to-wit:-

On the 29th day of August A.D. 1883, the following Petition was filed with the Clerk of said Court, to-wit:-

The Peoples Bank, Plaintiff
4311 Against
Herbert H. Chavous + John A. Cook, Defendants

Court of Common Pleas, Union County, Ohio

Petition

Petition The plaintiffs say: that they are a copartnership formed for the purpose of and doing business within the State of Ohio and not incorporated, that on the 18 day of April A.D. 1882, the defendant

of Herbert H. Chavous made and delivered to one V. B. Benton or bearer his promissory note of that date and thereby promised to pay to said V. B. Benton or bearer the sum of One Hundred and Eleven and 04/100 Dollars in one year from date @ 8% interest from date (a copy of said note is hereto attached marked "A.")

2nd That on the 3rd day of June A. D. 1883, the defendant Herbert H. Chavous, who was then and now is an unmarried man, to secure the payment of said note made and delivered to said V. B. Benton his mortgage deed of that date and thereby conveyed to said V. B. Benton his heirs and assigns the following premises situate in the Village of Richwood in the County of Union and State of Ohio. being Lots Numbered Seven Hundred and Sixty-three (No. 763) and Seven Hundred and Sixty-four (No. 764) in John A. Cook's Second addition to the Village of Richwood The condition contained in said mortgage was in substance if said Herbert H. Chavous should pay the aforesaid promissory note and the interest thereon according to the terms thereof, then the premises should be void otherwise to be and to remain in full force and virtue in law.

3rd On the 26th day of October A. D. 1882, at 2 o'clock P. M. said mortgage was filed with the Recorder of said County of Union to be by him entered and recorded and was recorded the same day in record of Mortgages Vol. 17 Page 615

4th Afterwards and before the maturity of said note said V. B. Benton for a full fair and valuable consideration sold and delivered to plaintiff the note secured by said mortgage and plaintiff is now the legal owner and holder thereof, At the same time said V. B. Benton assigned and transferred said mortgage to the plaintiff.

5th The said deed has become absolute. there is still due and remaining unpaid upon said indebtedness the sum of One Hundred and Eleven and 04/100 Dollars with 8% interest thereon from April 18th, 1882

6th The plaintiff asks that John A. Cook, who as the Records disclose holds a mortgage on a part of the premises herein described be required to answer and set forth the extent of his claim. Plaintiff also asks judgment against said Herbert H. Chavous for One Hundred and Eleven and 04/100 @ 8% interest from the 18th day of April A. D. 1882 and that said mortgage may be foreclosed and said premises ordered to be appraised, advertised and sold and and the proceeds applied in satisfaction of said indebtedness and for all proper relief.

A. R. Carpenter Attorney for Plaintiff.

The State of Ohio
Union County, ss.

O. S. Chapman being sworn says he is a member of the copartnership The Peoples Bank and the Cashier thereof duly authorized, That the facts stated and allegations contained in the foregoing petition of plaintiff 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 29th day of August A. D. 1883.

J. Q. Burgner Clerk.

"A." Copy of Note

" $111.04 Marysville O. April 18th 1882

" One year after date I promise to pay to V. B. Benton or bearer One Hundred + Eleven" "

"+ 04/100 Dollars at eight % interest from date, value received

" Herbert H. Chavous

Praecipe

To Clerk:-

Issue Summons in above case returnable according to law for Herbert H. Chavous. Indorse- "Amt. claimed $111 07 @ 8% wit. fees Oct. 18th 1882 and foreclosure of mortgage".

A. T. Carpenter, Attorney.

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

Summons

4311

The State of Ohio
Union County, ss.

To the Sheriff of the County of Union, Greeting:-

We command you to notify Herbert H. Chavous that he has been sued by The Peoples Bank in the Court of Common Pleas of Union County and that unless he answers by the 29th day of September A.D. 1883 the petition of said Peoples Bank 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.

{Seal} Witness my hand and the seal of said Court this 29th day of August A.D. 1883. J. L. Burgner Clerk.

Endorsed: Ins. action for Foreclosure of Mortgage Amt. claimed $111.07 @ 8% wit. fees Oct. 18th 1882 A. T. Carpenter Plaintiffs Attorney.

Said Writ returned and filed Aug. 30th A.D. 1883 endorsed as follows, to-wit:-

Sheriffs Return

The State of Ohio
Union County, ss.

Sheriffs Return.

Received this Writ August 29th A.D. 1883, at 3 o'clock P.M. and pursuant to its command, on the 29th day of August A.D. 1883, I served the same by delivering to the within named defendant a true copy of this writ with endorsements thereon. Service 35, Mileage 2.86, Copy 20. Total $3.06—

John Habensack, Sheriff

On the 29th day of A.D. 1883, the following Answer was filed with the Clerk of said Court, to-wit

Answer

The Peoples Bank Plaintiff
vs.
Herbert H. Chavous et al Defendants

Court of Common Pleas, Union County, Ohio.

4311

Answer.

And now comes A. T. Carpenter and enters his appearance herein and files this his answer and says:- That on the 3rd day of May A.D. 1876 the defendant Herbert H. Chavous made and delivered to John A. Cook his mortgage deed of that date and thereby conveyed to said John A. Cook Lot 764 and Lot 765 in said Cooks second addition to Richwood being part of the same premises described in plaintiffs petition. Said mortgage was given to secure two notes of $33.50 each. the first of which have been paid and the second of which was sold by said John A. Cook to said A. T. Carpenter who is now the legal owner and holder thereof. Said last note is all paid but a balance of $3.53 which is still due with interest from July 7th 1883. Said A. T. Carpenter says his mortgage was filed for record Aug. 21st 1878 and recorded same day in Book No 14 Page 407 of Records of Mortgages of Union County and he asks that in case said premises are sold the balance due him on his mortgage be paid in the order of its priority with plaintiff &c.

A. T. Carpenter

in person

The State of
Union County

foregoing answ
Sworn to b
29th day of Aug

Afterwards
Journal by the
The Peoples
vs.
Herbert H. Cha

Entry

4311

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The State of Ohio
Union County, ss.

A. T. Carpenter being sworn says the facts stated in his foregoing answer 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 29th day of August A. D. 1883. J. D. Burgner Clerk.

Afterwards on the 20th 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

The Peoples Bank
vs.
Herbert H. Chavous et. als

4311

And now comes the said Peoples Bank by A. T. Carpenter its attorney and the said defendant still failing to answer or demurrer to the 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 said plaintiff on the note and mortgage in said petition described including interest computed to September 10th 1883, the sum of One Hundred and Twenty-three and 42/100 Dollars.

It is therefore considered by the said Court here that the said plaintiff recover of the said defendant Herbert H. Chavous the said sum of One Hundred and Twenty-three and 42/100 Dollars with 8% interest from September 10th 1883 and also his costs taxed to $ And it is further ordered and adjudged that in case said defendant fails for five days from the 1st day of October 1883, to pay to the said plaintiff the said sum of One Hundred and Twenty-three and 42/100 Dollars with 8% thereon from September 10th 1883 so as aforesaid found due, with costs of suit, an order issue to the Sheriff of said County commanding him to cause the lands and tenements in said petition described to be appraised, advertised and sold according to law, and to bring the proceeds of said sale into Court subject to the further order of this Court as to its distribution.

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

Pleas before his Honor John A. Price Judge of the Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the Sixteenth day of February in the year of our Lord one thousand eight hundred and eighty-five. Heretofore- to-wit:-

On the 7th day of February A. D. 1885, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

Andrew Sneltzer Plaintiff
vs.
Caroline Sneltzer, Defendant.

4748

To the Honorable Court of Common Pleas of Union County, Ohio.

Your petitioner most respectfully represent that one Caroline Sneltzer above named as defendant herein is his

lawful wife now and they have been intermarried about 37 years:- That he is the owner of and seized in fee simple of about one hundred and thirty five acres of land in Jackson Township said County and has been the owner thereof since about the year 1861: That himself and wife have used and occupied said land a long period of time; and have as the issue of said marriage a number of children now in their majority: That in the year 1874 or 1875 his said wife became suddenly insane and has remained so ever since: That the character of her insanity is and has been such that no inquest of lunacy has been required or made necessary under the law: That she has always since said insanity and does still remain with your petitioner in their home on said lands: That your petitioner has conveyed to one of their said children, to-wit: Jacob Smeltzer thirty five acres of land the same being a part of the said one hundred and thirty five acres aforesaid: That the lands so conveyed is bounded and described as follows:- Situate in Jackson Township, Union County, Ohio: part of Virginia Military Survey No. 9919, beginning at a stone in the intersection of the Moore and Wyant and Fields Roads in the South line of said Survey No. 9919 being the South East corner of the lands of Andrew Smeltzer, thence with the center of the Fields Road N. 9½ W. 140 poles to a stone, thence S. 80 ¾ W. parallel with the Moore and Wyant Road 40 poles to a stone, thence S. 9½ E 140 poles parallel with the Fields Road to the center of the Moore and Wyant Road and in the South line of Survey No. 9919, thence with the center of the last mentioned road N. 80 ¾ E 40 poles to the beginning containing thirty five acres of land.

That the lands so conveyed are incumbered by the contingent right of Dower of your petitioners said wife, which right of dower can not be conveyed to the said Jacob Smeltzer because of the aforesaid insanity of the said Caroline Smeltzer

Your petitioner therefore asks that a Guardian Ad Litem for the said Caroline Smeltzer be appointed by the Court herein: That a committee of six men be also appointed by the Court as provided by law, to investigate the facts of the insanity of the said Caroline Smeltzer, and report at the February Term thereof 1883, and that such other and further proceeding may be had as are authorized by law, and for all proper relief.

G. S. Merriott & D. W. Ayers Attys for Petitioner

State of Ohio }
Union County ss. }

Andrew Smeltzer being first duly sworn says the facts stated and allegations in his foregoing petition are as he believes true.

Andrew Smeltzer

Sworn to before me and signed in my presence by the said Andrew Smeltzer this 7th day of February A. D. 1883.

John Broderick Notary Public, Union Co. O.

Andrew Smeltzer
vs.
Caroline Smeltzer

Praecipe

4748

Clerk:- Issue summons upon the petition in the above entitled case to Sheriff of Union County, Ohio, for Caroline Smeltzer Endorse: Action for equitable relief - and returnable according to law.

D. W. Ayers Atty for Plaintiff.

Summons

4748

Stands Return

Entry

4748

Entry

4748

On the 7th day of February A.D. 1885, a summons was issued by the Clerk of said Court which reads as follows:-

Summons 4748

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

We command you to notify Caroline Schmelzer that she has been sued by Andrew Schmelzer in the Court of Common Pleas of Union County and that unless she answers by the 7th day of March A.D. 1885 the petition of said Andrew Schmelzer against her filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 16th day of Feb. A.D. 1885.

Witness my hand and the seal of said Court, this 7th day of February A.D. 1885.

Seal

J. D. Buegner Clerk.

Endorsed: Suit action for equitable relief. — H.S. Emmitt & O.H. Ayres Plaintiffs Attorneys.

Said Writ returned and filed February 14th 1885 endorsed as follows, viz:

Sheriffs Return

The State of Ohio } Sheriffs Return.
Union County, ss. } Received this Writ Feby. 7th A.D. 1885 at 5 o'clock P.M. and pursuant to its command, on the 11th day of Feby. A.D. 1885 I served the same by delivering to the within named defendant a true copy of this Writ with endorsement thereon — Service 50, Mileage 1.00, Copy 2.00 Total $4.50.

W. Hopkins Sheriff By A.D. Woodruff Deputy.

Afterwards on the 14th day of March A.D. 1885, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry 4748

Andrew Smeltzer
vs.
Caroline Smeltzer

This day this cause came on to be heard upon the application of the plaintiff herein to have a committee of six persons appointed by the Court to investigate and report to the Court upon the permanent insanity of the said defendant and for the appointment of a Guardian Ad Litem for the said defendant. And the Court being fully advised in the premises appoint as such committee three physicians, to-wit: Drs. James Cutler, W.B. Burke and O. A. White - and John Blue, Jacob Temple, and H. W. Merritt. Whereupon John M. Brodrick Esq. was appointed Guardian Ad Litem for said defendant.

The said committee is required to report forthwith to this Court upon the permanent insanity of said defendant.

Afterwards on the 17th day of March A.D. 1885, an Entry was filed with the Clerk of said Court which reads as follows, to-wit

Entry 4748

Andrew Smeltzer, Plaintiff
vs.
Caroline Smeltzer, Defendant.

This cause coming on for hearing on the petition of the plaintiff alleging the insanity of the said Caroline Smeltzer and no good cause being shown to the contrary the Court appoints (Committee) six competent men as required by law as a committee to inquire, under oath into the fact of the insanity of the said Caroline Smeltzer and to report in writing

without unnecessary delay after hearing testimony in the case the result of their investigations. And the said Caroline Smeltzer having no legal guardian John M. Bendrick Esq. is hereby appointed guardian ad litem in this action to produce testimony to the above named committee.

Afterward on the 17th day of March A.D. 1885 the following Writ to Discharge Power was issued by the Clerk of said Court.

Writ to Discharge Power. 4748

Writ to Discharge Power

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

We command you that without delay by the oaths of James Cutler, W. B. Duke, C. A. White, John Blue, Jacob Temple and George W. Merritt a full and complete inquiry and examination as to the permanent insanity of Caroline Schneelzer, wife of Andrew Schneelzer, according to the provisions of section No. 4722 Revised Statutes of Ohio in pursuance of an order made in our Court of Common Pleas, within and for the said County of Union in a petition wherein Andrew Schneelzer is petitioner and Catherine Schneelzer is respondents, and that you proceedings in the premises you distinctly certify under your hand to our said Court forthwith and have you there and then this writ.

Witness my name and the seal of the said Court at Marysville } Seal } Ohio, this 17th day of March 1885.

J. R. Bregenzer, Clerk.

Sheriffs Return

Sheriffs Return

As commanded by this Writ I have by the oaths of W. B. Duke, M. D., C. A White M. D., James Cutler M. D., Jacob Temple, G. W. Merritt and John M. Blue caused a full and complete inquiry and examination to be made as to the insanity of the said Catherine Schneelzer wife of the said Andrew Schneelzer and their report is hereto appended in writing. } Service 30 Mileage 3.00, Sum't Swearing Com. 1.20 transporting Com. 1.00 Total $6.50 } Given under my hand and seal this 17th day of March A.D. 1885.

Monroe Hopkins Sheriff.

Report of Committee

Report of Committee

To the Court of Common Pleas Union County Ohio, In obedience to your command as stated in the foregoing writ we have carefully and diligently inquired into and examined the question as to the permanent insanity of the said Caroline Schneelzer wife of the said Andrew Schneelzer and do find and report that said Caroline Schneelzer is in our opinion permanently insane.

Respectfully Submitted.

Fees of Committee $6.00 W. B. Duke M. D.
$6.00 C. A. White M. D.
$6.00 Dr. James Cutler
$1.00 Jacob his X mark Temple
$1.00 G. W. Merritt
$1.00 Jno. M. Blue.
} Committee

Afterward on the 23rd day of March A.D. 1885 the following Answer was filed with the Clerk of said Court, to-wit:-

Andrew Schneelzer, Plaintiff
vs.
Caroline Schneelzer, Defendant } Court of Common Pleas, Union County, Ohio.

Answer 4748

Answer of Guardian Ad Litem.

John M. Bendrick heretofore appointed the

Guardian Ad Litem for the above named defendant Caroline Smeltzer now comes and for answer as such Guardian says: That he is not informed as to the truth of the facts set forth in the petition of said plaintiff and asks proof of the same, and that all the rights of said defendant be fully protected herein.

John M. Pendrick Guardian ad litem.

Afterward on the 24th day of March A. D. 1885, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Andrew Smeltzer Plaintiff
vs.
Caroline Smeltzer Defendant.

Entry 47 48

And now this cause coming on for consideration on the report of the Committee heretofore appointed herein and it appearing by said report that Caroline Smeltzer is permanently insane, it is ordered that the said Andrew Smeltzer execute to the said Caroline Smeltzer a mortgage for the sum of $640.78/100 (it being double the amount of the value of he dower in said lands — to be set off in money for the support and maintainance of the said Caroline Smeltzer after the death of the said husband. It is therefore ordered that said petitioner secure the said sum of $ to the use of the said Caroline Smeltzer by good and sufficient mortgage on unincumbered real estate of double the value of said sum, and that thereupon the real estate in the petition described be released from the contingent dower interest of the said Caroline Smeltzer.

Afterward on the 24th day of March A. D. 1885, an Entry was made on the Journal of said Court which reads as follows, to-wit:-

Andrew Smeltzer Plaintiff
vs.
Caroline Smeltzer Defendant.

Entry 47 48

And now this cause coming on to be considered on the petition, the former proceedings and the evidence, and it being shown to the Court that the former order for the execution of a mortgage for the sum of $640.78/100 on unincumbered real estate of double the value of said sum of $ has been fully complied with by the petitioner Andrew Smeltzer it is ordered and decreed by the Court that the real estate described in the petition be and it is hereby released and discharged from the incumbrance of the contingent right of dower of the said Caroline Smeltzer, and that Andrew Smeltzer pay the costs herein taxed to $ And in default of such payment an execution issue therefor.

Attest J. Q. Burgner Clerk.
By A. R. Burgner, 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 Eighth day of September in the year of our Lord one thousand eight hundred and eighty-four. Heretofore, to wit:-

On the 27th day of January A.D. 1884, a Petition was filed with the Clerk of said Court which reads as follows, to-wit:-

Petition

David R. May Plaintiff
Against
Ann M. Owen Wife of John R Owen, Defendant

Court of Common Pleas
Union County, Ohio.
Petition.

44 5-3

The said David R. May, plaintiff says that on the 7th day of January 1884 he was seized of the following lands and tenements situate in the County of Union aforesaid, the Townships of Leesburgh and the village of Magnetic Springs and described as follows:- Beginning in the South margin of Fountain Avenue at the line between J. M. Hopkins land and the land conveyed by Robert Leeding & wife to Richard Mayfield thence Southerly 20 poles along J. M. Hopkins line; thence Easterly 8 poles to a stake, thence Northerly, 20 poles to the margin of said Avenue; thence Westerly along the margin of said Avenue 8 poles to the place of beginning, containing one acre of land being situate in Robert Leedings Addition to the Village of Magnetic Springs. The plaintiff further says that on or prior to the 4th day of January 1884, the said defendant John R. Owen offered to him to exchange the above described property for a lot in Magnetic Springs known as Lot 126 in J. C. Neil's Addition to said village belonging to him, said Owen representing that the same was encumbered with liens only to the amount of $340.00 and that the property was of the value of $700.00 Plaintiff and said John R. Owen on the 15th day of January 1884 and before any deed had been made or any contract entered into came together to Marysville Ohio, from their place of residence, Magnetic Springs for the purpose of examining the records and ascertaining whether there were any liens upon the said lot of said John R. Owen and the extent thereof; but immediately upon arriving in Marysville the said Owen suggested that he said Owen should procure some whiskey, which he did and by persuasion and act induced the plaintiff to drink and kept plying him with liquor until he became drunk and entirely incapacitated for investigating the condition of the title to said lot or transacting any business whatever. While thus inebriated the said John R. Owen led him to the office of an attorney, and procured his signature to a paper which he has since learned was a deed of the premises hereinbefore described to the defendant Ann M. Owen who is the wife of said John R. Owen On the 16th of January 1884 plaintiff had the records in Recorders Office of said County examined and found one mortgage on said Lot No 126 of John R. Owen to the Home Building and Loan Association of $400.00 One mortgage as to the validity of which plaintiff is not informed, to James Allen of $200.00 with interest at 6 % per annum from September 21st 1883; and a mechanics lien, as to the validity of which plaintiff is not informed, to Bee & Murphy of $63.00. On the same day last named the said John R. Owen aforesaid plaintiff and handed him a paper, the contents or purport of which he did not know which upon examination he found to be a deed from said John R. Owen for said Lot No. 126 to him and immediately thereafter he plaintiff tendered the same back to said Owen and told him he did not want it and is now willing to

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David R. Ma
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Praecipe

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Summons

44 3-3

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Said Writ return
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restore it. Plaintiff says the value of his lot above described is $500.00 encumbered with a mortgage of $169.17 and that the value of said John R. Owen Lot No. 126 is $700.00 encumbered with liens to almost its entire worth as above set forth, and that he never would have considered the proposition of deeding his lot to said Ann O. Owen in exchange for said John R. Owens had not the said John R. completely misrepresented that the liens on his lot were much less than they really were, And he would have been able to examine the records and ascertain the true facts and protect his rights had not the said John R. Owen, with the purpose of defrauding him, procured him to be intoxicated, as aforesaid to such an extent that he was deprived of his discretion and ordinary judgment and in that condition induced him to execute said deed. Wherefore plaintiff asks that the said Ann O. Owen and John R. Owen be enjoined from tampering conveying or incumbering in any manner the premises herein first described, and that on final hearing the said defendants be ordered to reconvey the said premises to him and that the said deed of Conveyance so obtained be set aside and held for naught and for such other and further relief as law and equity may require.

E. E. Cole Atty. for Plaintiff

The State of Ohio } David R. May, plaintiff being first duly sworn
Union County, ss. } says the facts stated and allegations in his foregoing petition are true.

D. R. May.

Sworn to and subscribed before me this 22d day of January 1884

O. B. Martin Justice of the Peace.

Petition endorsed:- An injunction is allowed as prayed for in the petition upon the plaintiff giving an undertaking conditioned according to law in the sum of $50.00, with surety to the satisfaction of the Clerk.

John A. Price Judge.

Praecipe

David R. May Plaintiff
vs.
Ann O. Owen et. al. Defendants

} Court of Common Pleas, Union County, Ohio.
Marysville, Ohio Feby 5th 1884

4 4 3

To the Clerk of said Court:- Issue Summons in the above case for Ann O. Owen, John R. Owen and Warrett Owen returnable according to law.

E. E. Cole, Atty for Plaintiff.

On the 5th day of February A.D. 1884, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons

The State of Ohio } Summons
Union County, ss } To the Sheriff of the County of Union, Greeting:-

4 4 3-3

We command you to notify Ann O. Owen, John R. Owen and Warrett Owen that they have been sued by David R. May in the Court of Common Pleas of Union County, and that unless they answer by the 8th day of March A.D. 1884, the petition of said David R. May against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered according. You will make due return of this summons on the 15th day of Feb. A.D. 1884.

Witness my hand and the seal of said Court, this 5th day of Feby.

Seal A.D. 1884.

J. Q. Burgner Clerk.
By W. H. Winget, Deputy

Said Writ returned and filed February 11th A.D. 1884 endorsed as follows, to-wit:-

The State of Ohio, Union County, ss. ~~~ Sheriffs Return ~~~

Sheriffs Return.

Received this 3rd February A.D. 1884, at 2 o'clock P. M., and pursuant to its command on the 9th day of February A.D. 1884, I served the same by delivering to the within named Ann O. Owen and Harriett Owen a true copy of this writ with endorsements thereon and by leaving a copy of the same at the usual place of residence of the within named John R. Owen, Harriett Owen and Ann O. Owen in Service 6, Mileage 3.20, Copies 10, Total $4.40.

John Habensack Sheriff Union Co. O.

Amended Petition

On February 5th A.D. 1884 the following Amended Petition was filed with the Clerk of said Court, to-wit:-

David B. May Plaintiff
Against
John R. Owen, Ann O. Owen and Harriet Owen, Defendants.

Court of Common Pleas, Union County Ohio.
Amended and Supplemental Petition.

4415-3

Plaintiff says that since the filing of his original petition in this case he has been informed and has reason to believe that the said Ann O. Owen and John R. Owen have executed a deed of the said acre of land described in the petition to the said Harriet Owen who is the father of said John R. Owen and the same has been done as a part of the plan of defendants to defraud him out of his property. Plaintiff says he does not know whether said deed has ever been delivered to said Harriet Owen or accepted by him, but says that said Harriet Owen is not a bona fide purchaser of said premises and if he accepts a deed for the same he does it with knowledge of the fraud practiced on plaintiff in divesting him of the title thereof.

Wherefore plaintiff prays that said Harriet Owen may be made a party to this action and that any deed the said Ann O. Owen or other persons holding under her executed to him for said premises may be set aside and held for naught and he be enjoined from conveying or incumbering said premises in any manner and that upon a full hearing of this action he be ordered to recovery the same to plaintiff and for such other and further relief as law and equity may require

E. E. Cole, Atty for Plaintiffs.

State of Ohio
Union County, ss. } David B. May, plaintiff, being first duly sworn says the facts stated and allegations in his foregoing supplemental petition are as he believes true

David B. May.

Sworn to and subscribed before me this 26th day of January 1884

T. B. Fullon Notary Public. Seal

Afterward on the 20th day of September A.D. 1884, the following Answer was filed with the Clerk of said Court, to-wit:-

Answer

David B. May Plaintiff
vs.
Ann O. Owen and John R. Owen, Defendants

Court of Common Pleas, Union County O.
Answer.

4413-3

Now comes the defendants and for Answer to the petition of the plaintiff say:- That they admit the plaintiff was the owner of the one acre lot of land described in the petition and admit that the defendant was the owner of Lot No 126 in J. E. Eva's Brides addition to Magnetic Springs and that the plaintiff executed and delivered to the defendant a deed for said one acre lot, and that the defendant executed and delivered to plaintiff a deed for said Lot 126.

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But the defendants deny that either of the defendants made any false or fraudulent representations in regard to the liens on said Lot No. 126 or in regard to the value thereof, and deny that either defendants made any false statement or representations whatever in regard to said Lot No. 126. And defendants deny that said John R. Owen caused or procured the intoxication of said plaintiff and deny each and every other allegation in said petition in that regard.

Further answering these defendants say that before said deeds were made the plaintiff and defendants frequently talked about exchanging properties, that there was a mortgage on said one acre lot amounting to about One Hundred and Sixty Nine Dollars. That there was a mortgage on said lot No. 126 executed to said Allen for about $200.00 and also a mortgage to the Building and Loan Association which was payable in weekly dues and installments and upon which the said Owens had been making payments. That before said parties came to Marysville they made a contract to exchange lands as follows:- That in consideration of the conveyance by deed from the plaintiff to the defendants of the said one acre of land, these defendants were to convey to the said plaintiff by deed the said Lot No. 126 in said village.- That the plaintiff was to have released from said one acre of land the mortgage of about One Hundred and Sixty-Nine Dollars or if he was unable or did not succeed in so releasing said mortgage then he was to secure these defendants from the payment of said mortgage by executing to them a mortgage on Lot No. 126 for a like amount. That as to the mortgage on Lot 126 made by defendants to said Building and Loan Association they stated to the plaintiff the amount they had paid to said Association as aforesaid and that before said deeds were executed the plaintiff visited the office of the Secretary of the said association and learned that the amount so claimed to have been paid to said association had been correctly stated by the said John R. Owen- That the plaintiff was to assume the payment of the Allen mortgage of about $200.00 on the said Lot No. 126 And if there was any mechanics liens against the buildings on Lot No 126, then these defendants was to execute a note for the amount. That after the terms of said trade were agreed upon it was discovered that the deed of said Owens was at Marysville having been left there previously for record, and thereupon said plaintiff and defendant John R. Owen arranged that plaintiff should bring his deed and they would come to Marysville and have the deeds made out, and further to see the Secretary of said Association to find out if said Owen had paid into said association the amount he stated. Thereupon the parties came to Marysville and learned that the defendant John R. Owen had paid into said Association the amount he stated. And the plaintiff caused his deed for said one acre lot to be executed and delivered to defendants. And it was then discovered that the wife of said John R. Owen would have to sign his deed and the parties returned to Magnetic Springs and the defendants within a few days executed and delivered to plaintiff a deed for said Lot No. 126 all of which was then satisfactory to all parties. And the plaintiff accepted said deed for said lot No. 126 with full knowledge of all the facts. The defendants say that the plaintiff accepted said deed for said Lot No. 126 long after he claimes to have been intoxicated with full knowledge of all the facts- and that he has never executed a deed back to said defendants for the same but still has the legal title thereto.- and after getting a legal title to said lot he refused to pay the installments of loan dues to said Association and suffered

said Lot No. 126 to become forfeited for non payment of dues on the same and the same has been sold under said Sworn Mortgage. That said trade was fair in every way. The property traded to defendants was about one half mile from said village and had a cheap home on it and was not worth more than $300.00 while Lot No. 126 was in said village, had on it a large home of seven rooms and was of the value of $1000.00 The defendant says that after he got the one acre lot he sold and by deed of General warranty conveyed the same to George W. Longbrake who now has the legal title thereto. but the defendant having made a deed of general warranty are interested in this suit to protect the title thereof. That plaintiff having failed to pay the dues and let said Lot No 126 sue by reason thereof has not nor cannot restore the defendant to their rights before said exchange. The defendants are ready and willing to remove said mechanics lien; but have not done so by reason of this suit and by reason of the plaintiffs refusal to accept the same. These defendants deny each and every allegation in said petition not here admitted. Wherefore the defendants ask that the prayer of said petition be not allowed and that the plaintiffs said petition may be dismissed at his costs and the defendants may go hence and for all proper relief

O. W. Ayers, T. B. Benton,
Cameron & Woodburn Attys for Defendants

The State of Ohio }
Union Co. ss. } John R. Owens being first duly sworn says he believes the facts stated in his foregoing answer to be true.

J. R. Owens

Sworn to before me and signed in my presence this day of Sept. 1884

W. M. Mauget J. P.

Afterwards on the 22nd day of September A.D. 1884, a Reply was filed with the Clerk of said Court which reads as follows, to-wit:-

David R. Wray, Plaintiff
vs.
John R. Owens et. al. Defendants.

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

Reply

4453

And now comes the plaintiff and for a reply hereto he says: that he denies that there was any contract or agreement between plaintiff and defendants or either of them, before plaintiff and said Owen came to Marysville on the day said deed was made to said Ann O. Owen relative to said exchange of lands. And plaintiff denies all the statements in defendants answer in regard thereto. Plaintiff denies that he accepted a deed for lot number 126 and denies that he was satisfied with said exchange or accepted the same at any time, and denies that he now holds the legal title to said Lot number 126. Plaintiff denies that said defendants or either of them disclosed to him the liens on Lot number 126, and plaintiff denies every allegation of said answer at variance with or contradictory of the allegations of plaintiffs Petition.

E. E. Cole, Porter & Porter and
T. B. Fulton for Plaintiff

The State of Ohio }
Union County, ss. } David R. Wray being first duly sworn says the facts stated and allegations in his foregoing Reply are true as he verily believes

David R. Wray.

Sworn to before me and subscribed in my presence by the said David R. Wray this 22nd day of Sept. 884

J. D. Burgner, Clerk.

Entry

4453

Afterward
Journal by the
David R. Wra
vs.
John R. Owen

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Petition

4744

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Afterward on the 17th day of December A.D. 1884, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to wit:-

Entry

David B. May

vs.

John R. Owen et. al.

4435

This day this cause came on to be heard upon the pleadings and the evidence offered by the parties and was argued by Counsel On consideration whereof the Court do find that the equities of the case are with the plaintiff. It is therefore considered, adjudged and decreed by the Court that the deed mentioned in the petition from David B. May to Ann E. Owen is hereby set aside, cancelled and held for naught and it is further ordered that each party pay his own costs. And thereupon the defendants gave notice of their intention to appeal this cause to the Circuit Court and the Court fixed the amount of the Bond therefor at the sum of $175.00

Attest- J. D. Burgner Clerk.
By A. R. Burgner 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 Urbanaville within and for the County of Champaign of the Third Sub Division of the Tenth Judicial District of the State of Ohio on the Sixteenth day of February in the year of our Lord one thousand eight hundred and eighty five. Whereafore, to wit:- On the 9th day of February A.D. 1885, the following Petition was filed with the Clerk of said Court to-wit:-

H. O. Hamilton Plaintiff

vs.

Rodney R. Randall, Defendant

Petition

4744

Court of Common Pleas, Champaign County, Ohio.

Petition

The Plaintiff H. O. Hamilton says that on the 21st day of Nov. 1882, the defendant Rodney R. Randall executed to Jonathan Chaney a mortgage Deed for the following described Real Estate, to-wit: Beginning in the center of the Rush Creek Gravel Road and at N. E. corner of 63 acres of land owned by Cyrus Beaver, thence with said Moores East line S. 9° E. 144 poles to said Moores S. E. corner and in the South line of Survey No. 9922, thence with said Survey line N. 81° E. 41 poles and 22 links to a Stake in said Survey line, thence N. 9° W. 144 poles to the center of Rush Creek Gravel Road thence with the center of said Gravel Road 41 poles and 22 links to place of beginning containing 37 1/2 acres - which mortgage had a condition therein written to-wit:- Provided always, and these presents are upon these conditions, that if the said Rodney R. Randall shall pay or cause to be paid unto the said Jonathan Chaney or assigns his three promissory notes, each for the sum of $587.00 dues respectively April 1884, 1885 & 1886 bearing 6 per ct. from date, being given for ballance of purchase money of above described premises, then these present shall be void otherwise to be and remain in full force and virtue in law for ever. Plaintiff says said Rodney R. Randall on said day executed to said Jonathan Chaney his said three notes as follows, to-wit "$587.00 Richwood, O. Nov. 21st 1882. "

" April first-1884, after date I promise to pay to the order of Jonathan"

" Cheney Five Hundred and Eighty Seven Dollars and 50 cts. at Bank "
" of Richwood. Value received with interest at 6 per ct. from date. "
" R. R. Randall "
" $587.50 Richwood, O. Nov. 21st 1882 "
" On April 1st 1885, after date I promise to pay to the order of John Watson "
" Cheney Five Hundred and Eighty Seven Dollars and 50 cts. at Bank of "
" Richwood. Value received with interest at 6 per ct. from date. "
" R. R. Randall "
" $587.50 Richwood, O. Nov. 21st 1882 "
" On April 1st 1886 after date I promise to pay to the order of John Watson "
" Cheney, Five Hundred and Eighty Seven and 50/100 Dollars at Bank of "
" Richwood. Value Received with 6 per ct. interest from date. "
" R. R. Randall. "

The plaintiff says that said mortgage deed was duly recorded Dec. 4th 1882 in Vol. 20 Page 13 of Union Co. Records of Mortgages and that the same now are the 18th day of Dec. 1882 duly assigned together with said three notes for a full and valuable consideration to the plaintiff and he is now the legal owner and holder thereof.

Plaintiff says the first of said notes became due April 1st 1884 and has not been paid, nor any part thereof whereby said conditions of said mortgage has become broken and the same has become absolute. Wherefore plaintiff prays that the same may be foreclosed, and plaintiff also asks judgment against said R. R. Randall for $665.33 the amt due this 5th day of February 1885, and that said land may be appraised, advertised and sold by the Sheriff of said County unless said judgment so to be rendered is paid by a day to be named by the Court and payment be made of said judgment, and that plaintiff may have judgment on said 2d & 3d notes when they respectfully become due for the amt of the same with interest unless sooner paid by the proceeds of the sale of said Real estate, and that if said lands are sold upon order of foreclosure that out of the proceeds of said sale all of said notes be paid in full.

P. R. Kerr. Atty for Plff.

State of Ohio
Union County ss. } The Plaintiff H. C. Hamilton makes oath and says the allegations in the foregoing petition are true

H. C. Hamilton.

Sworn to before me and subscribed in my presence this 5th day of Feb. 1885.

F. M. McAdams J. P.

Praecipe To the Clerk:-

Issue summons for defendant to Sheriff of Union County, endorsed thereon:- Foreclosure of mortgage and judgment claimed for $665.33

P. R. Kerr, Attorney for Plaintiff.

On the 7th day of February A. D. 1885 a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons 4744

The State of Ohio,
Union County, ss. } Summons.

To the Sheriff of the County of Union, Greeting.

We command you to notify Rodney R. Randall that he has been sued by H. C. Hamilton in the Court of Common Pleas of Union County and that unless he answers by the 7th day of March A. D. 1885 the petition of said H. C. Hamilton against him filed in the Clerks Office of said Court such petition will be taken as true, and judgment rendered accordingly

Sheriffs Return

You will make
Seal
Endorsed: Rec'd
Rec'd returned
The State of O
Union County
pursuant to the
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the within

Entry 4744

Afterward,
Journal of said C
H. C. Hamil
vs.
R. R. Randal
P. R. Kerr his
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You will make due return of this summons on the 16th day of February A.D. 1885.

Seal

Witness my hand and the seal of said Court, this 7th day of February A.D. 1885.

J.Q. Burgner, Clerk.

Endorsed: Suit action for foreclosure of mortgage Amount-judgment-claimed $665.33

P.R. Kerr Plaintiffs Attorney

Writ returned and filed Feb. 14th 1885, endorsed as follows, to-wit:-

Sheriffs Return

The State of Ohio
Union County, ss

Sheriffs Return.

Received this Writ February 7th A.D. 1885, at 1 o'clock P. M. and pursuant to its command, on the 11th day of February A.D. 1885, I served the same by leaving a true copy with endorsements thereon, at the usual place of residence of the within named defendant. ---Service 3.00, Mileage 3.68, Cpt. 20, Total $6.88---

W. Hopkins Sheriff By A.H. Goodwin Deputy

Afterward, on the 17th day of March A.D. 1885, an Entry was made on the Journal of said Court which reads as follows, to-wit:-

Entry

H.C. Hamilton, Plaintiff
vs.
R.R. Randall, Defendant.

Petition on Note and Mortgage.

47 44

And now comes the said H.C. Hamilton by P.R. Kerr his attorney, and thereupon this cause came on to be heard upon the petition and was argued by counsel, and the said R.R. Randall still failing to demur 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; and consideration whereof the Court find that there is due to the plaintiff from the said R.R. Randall on the note and mortgage in the petition mentioned and set forth, the sum of ($665.33) Six hundred and sixty five dollars, and 33 cents, and that it is lien upon said premises: It is therefore considered by the said Court here, that the said plaintiff recover of the said defendant the said sum of Six hundred and sixty five dollars and 33 cents, the sum found due as aforesaid, and also his costs taxed at $ And it is further ordered and adjudged that in case the said defendant R.R. Randall fail for 5 days from this date, to pay to the said plaintiff the said sum of six hundred and sixty-five dollars, and 33 cents, so as aforesaid found due, with costs of suit, an order issue to Sheriff of said County commanding him to cause the said lands and tenements in said petition described, to-wit:- Beginning in the center of the Rush Creek Gravel Road and at the N.E. corner of 63 acres of land owned by Cyrus Moore, thence with said Moore's East line S 9° E 144 poles to said Moores S.E. corner and in the South line of said Survey No 9922 thence with said survey line N. 81° E. 41 poles and 22 links to a stake in said Survey line, thence N 9° W. 144 poles to the center of Rush Creek Gravel Road 41 poles & 22 links to place of beginning, containing 37½ acres, 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, he bring into Court to abide the further order of said Court.

Attest-J.Q. Burgner, Clerk.
By A.R. Burgner, 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 Sixteenth day of February in the year of our Lord one thousand eight hundred and eighty five. Heretofore, to-wit:-

On the 17th day of January A.D. 1885 the following petition was filed with the Clerk of said Court which reads as follows, to-wit:-

Petition

P. B. Dole, Trustee of Amanda M. Belmore, Plaintiff.

vs.

Charles S. Landgraver and Metta V. Landgraver, Miller Warner, John M. Brodrick Administrator with will annexed of Charles W. Lyon, deceased. Defendants

Common Pleas Court
Union County, Ohio

Petition

4698.

The plaintiff says: He is the Trustee of Amanda M. Belmore duly appointed and qualified by the Probate Court of Union County, Ohio. Defendants Charles S. Landgraver and Metta V. Landgraver are indebted to plaintiff in the sum of $770.00 which he claims with interest as stipulated in notes, on three eight certain promissory notes of which the following are copies of the 1st and statement of the substance of the others said notes with all credits and endorsements.

" $96.00

" Two years after date we or either of us for value received " promise to pay Miller Warner or bearer Ninety Six Dollars with interest " payable annually. This note is secured by mortgage on real estate "

" (Signed) Charles S. Landgraver "

" Metta V. Landgraver "

The second of said notes is the same as the above except that it is payable in three years from date. The 3rd, 4th, 5th, 6th, 7th, & 8th of said notes are the same in form and substance as the first except that they are payable respectively each one year later than the one preceding it having respectively 4-5-6-7 & 8 years to run from date. The 8th is the same as the others except that it is for $98.00 and has nine years to run. There are no credits on said notes or either of them. But they are each duly assigned to this plaintiff by an assignment in writing on the back thereof of which the following is a copy: " Pay to the order of P. B. Dole Trustee for Amanda M. Belmore (without recourse) John M. Brodrick Admr. with the will annexed of Carles W. Lyon, dec'd."

There is now due on said notes the sum of $490.00/100 with interest thereon from July 21st 1884, for which plaintiff asks judgment.

2nd Cause of Action. On the 21st day of July 1880 the defendant Charles S. Landgraver together with his wife, the defendant Metta V. Landgraver who releared her dower therein, duly executed and delivered to one Miller Warner his certain mortgage deed of the time of delivering said notes herein (in 1st cause of action described) and to secure the payment of the same. Said conveyance contained a condition that if said Charles S. Landgraver and Metta V. Landgraver should pay Miller Warner ninety six dollars on the 21st day of July 1882; and Ninety-Six dollars on the 21st of July 1883 and ninety-six dollars on the 21st of July 1884; and Ninety-six dollars on the 21st of July 1885

and ninety-S
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State of Ohio
Union County,

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Sworn to and

Praecipe 4698

To Clerk:-

Landgraver

On the 17th
said Court whe

Summons 4698

The State of O
Union County

We command
that they leave
of Common Ple

and ninety-Six dollars on the 21st of July 1886, and ninety six dollars on the 21st of July 1887, and ninety six dollars on the 21st of July 1888; and ninety-Eight dollars on the 21st of July 1889; and interest to be paid annually on each of the above notes at 6% to bearer the date of each note is July 21st 1880. then said conveyance to be void. Said mortgage deed conveyed the following described premises subject to said conditions, to-wit:- Situate in the County of Union and State of Ohio and in Liberty Township in Survey No. 12282, viz: Beginning at the North East corner of the John Powers lot the said Survey; thence with the line of said Powers South 53° 40' W 150 poles to a beech and two Lynnes; thence N: 36° 25' W. 48 23/24 poles to a stone; thence N: 53° 40' E 150 poles to a stone; thence S 36° 25' E 48 23/24 poles to the beginning, containing forty-seven acres of which the undivided three fourths is hereby mortgaged. Also the following described premises bounded and described as follows: Being in the U. M. Survey No. 12 282 beginning at the North West corner of the above described premises; thence N: 36° 25' W. 51 1/24 poles to a stone, thence N: 53° 40' E 84 7/10 poles to a stone; thence S 53° 40' W. 84 7/100 poles to the beginning, containing twenty seven acres more or less. Said mortgage was on the 30th day of July A.D. 1880, at 9½ o'clock A. M. filed for record and was on the 2nd day of August A.D. 1880 in Vol. 16 page 24 Records of Mortgages in Union County Recorders Office. Said Millie Warner duly assigned said notes and mortgage to Charles H. Lyon his heirs and assigns on July 27th 1880. And on Dec. 4th 1884 said John M. Bostick the Administrator with will annexed of said Charles H. Lyon, theretofore deceased, duly appointed and qualified by the Probate Court of Union County, Ohio, duly assigned said notes and mortgage to the plaintiff. Said first three notes are matured and wholly unpaid; and there is interest matured and wholly unpaid on all of said notes from the date thereof July 21st 1880 to July 21st 1884, accrued with annual rests, and interest on said interest and said first three notes from July 21st 1884. The total amount thus due and unpaid is $498.10/100 with interest from July 21st 1884, the plaintiff asks that in default of payment of the amount now payable or that may come payable before judgment herein said mortgage may be foreclosed and said premises sold free of all claims of defendants and the proceeds applied to the payment of the debt due plaintiff and for such other relief as is proper.

P. B. Cole & Son Attorneys for Plaintiff.

State of Ohio
Union County, ss.

P. B. Cole, the plaintiff being sworn says the facts stated and allegations in his foregoing pleading are as he believes true.

P. B. Cole.

Sworn to and subscribed before me this 17th day of January A. D. 1885.

J. D. Burgner, Clerk.

Praecipe 4698

To Clerk:-

Issue a summons against defendants Charles H + Luetta V Landgrave to Sheriff of Union County returnable according to law

P. B. Cole + Son, Plaintiffs Attorneys

On the 17th day of January A. D. 1885, a summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons 4698

The State of Ohio
Union County ss.

Summons

To the Sheriff of the County of Union, Greeting:-

We command you to notify Charles H Landgrave and Metta V. Landgrave that they have been sued by P. B. Cole Trustee of Amanda M. Bellman in the Court of Common Pleas, of Union County, and that unless they answer by the 14th day of

February A.D. 1883, the petition of said P. B. Cole Trustee of Amanda M. Bulman against whom filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 26th day of January A.D. 1883.

Seal. Witness my hand and the seal of said Court, this 17th day of January A.D. 1883. J. Q. Bruegger, Clerk.

Returned and filed January 24th A.D. 1883; endorsed as follows, to-wit:-

Sheriffs Return

The State of Ohio } Sheriffs Return
Union County ss } Received this Writ January 17th A.D. 1883, at 10 o'clock A. M. and pursuant and to its command, on the 22nd day of January A.D. 1883, I served the same by delivering to the within named Charles G. Landgraver and by leaving at the usual place of residence of the within named Metta V. Landgraver a true copy of this Writ with endorsements thereon. ~~ Sheriffs Fees: Service 4.5; Mileage 2.00; Copy .40. ~~

Emanuel Hopkins Sheriff Union Co. O.

Afterward on the 10th day of February A.D. 1886, an Answer was filed with the Clerk of Court which reads as follows, to-wit:-

Answer

P. B. Cole, Trustee &c. Plaintiff
vs.
Charles G. Landgraver, Defendant.

In Union County Common Pleas.

Answer.

7698

Now comes the said defendant and for answer to plaintiffs petition says: 1st that he admits the making and execution of the notes and mortgage mentioned in said petition; but 2nd He says that he is entitled to credits on said indebtedness for the following payments made to said C. W. Lyon in his life time, to-wit:- June 8th 1881 Twenty Dollars, July 29th 1881 Twenty Dollars ($20.00) Dec. 22nd 1882 Thirteen Dollars ($13.00) amounting in total sum to $53.00

Defendant further says that the notes and mortgage aforesaid came into said plaintiffs possession from the estate of Chas. W. Lyon dec'd, and that with reference to said notes and mortgage said plaintiff is a personal representative of said C. W. Lyon dec'd.

Brodrick & Brodrick Campbell Allyn for Defendants

The State of Ohio } The defendant Charles G. Landgraver being duly sworn on his
Union County, ss. } oath says he believes the facts stated in this foregoing Answer to be true

C. G. Landgraver.

Sworn to and subscribed by said Charles G. Landgraver, before me this 10th day of February 1883.

J. Q. Bruegger Clerk (Seal)

Afterward on the 23rd day of March A.D. 1883, the following Answer was filed with the Clerk of said Court, to-wit:-

Answer

P. B. Cole, Trustee for the use of
Amanda M. Bulman Plaintiff
vs.
Charles G. Landgraver, Metta V. Landgraver, Wanner Miller, John M. Brodrick Administrator of Charles W. Lyon, Defendant.

Union Common Pleas.

Answer.

7698

Now comes J. M. Brodrick Administrator of Charles W. Lyon dec'd with will annexed, and for Answer to Plaintiffs Petition says: that he admits the notes and mortgage in the Plaintiffs petition described were held and owned by said Charles W. Lyon in his life time, and this defendant

as his administrator as aforesaid at or before the commencement of this suit, that the same was transferred by him to said Cole as trustee as of the said Amanda M. Buchman for their full face and interest thereon. by virtue of said last will of said Charles W. Lyon decd. And that the said Cole as such trustee is and was at the commencement of this suit the holder and owner thereof. And that payments were made to the said Charles W. Lyon in his life to the amount of Sixty-Six and $^{85}/_{100}$ as alleged in said Charles S. Landgravers answer and that the said payments were unknown to both said Cole and this defendant at the time said notes and mortgage were transferred to said Cole. But that said C. S. Landgraver by reason of said payment is entitled to a credit on said notes to the said amount of Sixty-Six and $^{85}/_{100}$ And as to the other allegations in said petition this defendant admits them to be true; and having thus fully answered asks to be discharged

John M. Brodrick Administrator of Charles W. Lyon with the will annexed being sworn says that the facts stated and allegations in this Answer are true as he believes.

John M. Brodrick.

Sworn to before me and subscribed in my presence this 23rd day of March 1885

Seal

J. Q. Burgner, Clerk.

Afterward, on the 24th day of March A. D. 1885, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

P. B. Cole, Trustee for the use of
Amanda M. Beckner, Plaintiff
vs.
Charles S. Landgraver, Metta V.
Landgraver, Miller Warner and
John M. Brodrick Admr of C. W. Lyon.
Defendants

#6978

Entry

This cause coming on for hearing on the petition of plaintiff, answer of defendant C. S. Landgraver, and the said Metta V. Landgraver still failing to answer or demurrer, and the other defendants not being served with process, and was submitted to the Court and being fully advised in the premises finds as follows; First that defendant Charles S. Landgraver executed the eight notes in the petition described, as therein alleged. that three of said notes were due when said petition was filed. And that the principal on the said other notes was not due but that the interest thereon was due. Second: The Court further find that there is due from the defendant to the Plaintiff on said notes which are over due for principal and interest the sum of $377.^{82} And that there is due on the said other notes for interest to this date the sum of $154.41 making an aggregate of $532.23. Third: The Court further find that the said defendant C. S. Landgraver is entitled to a credit on said amount so found against him of Sixty Six $^{85}/_{100}$ Dollars. on account of three small payments made by him to Charles W. Lyon while he was the owner and holder of the same. Fourth: And that said defendant is entitled to a further credit on said amount of Three Hundred and Fifteen Dollars for cash this day paid by him to the plaintiff making an aggregate of credits of Three Hundred and Eighty-One $^{85}/_{100}$ Dollars leaving a balance due and unpaid of one-hundred and fifty $^{85}/_{100}$ dollars. The Court further find that in order to secure the said notes the defendants Charles S. Landgraver and Metta V. Landgraver his wife, executed and delivered to Miller Warner their certain mortgage on the premises described in the petition. that said Miller

transferred the same to Charles W. Lyon then in life but now deceased and that the Administrator of said Lyon, John M. Broderick under the last will of said Lyon, conveyed said mortgage to the plaintiff P. B. Cole as Trustee of Amanda M. Bellmare as alleged in his petition, that said mortgage was duly recorded in Book 16 Page 247 in the Records of Mortgages of Union County and is the first best lien on said premises for the amount so found due. It is therefore considered and adjudged that unless said defendants Charles H. Landgrave 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 plaintiff the sum of One Hundred and Fifty $\frac{25}{100}$ Dollars ($150 $\frac{25}{100}$) with interest from the 20th of March 1885 the sum so found due him as aforesaid with interest according to the terms of said mortgage deed the defendants equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution and bring the money into Court for further order. And as to the notes not yet due this cause is continued.

Attest J. D. Burgner, Clerk
By A. R. Burgner, 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 Seventeenth day of October in the year of our Lord one thousand eight hundred and eighty five.

On the 22nd day of December A.D. 1885, the following Petition and Answer in Cognovit were filed with the Clerk of said Court, to-wit:-

Petition and Answer in Cognovit

The State of Ohio
Union County, ss. } In Court of Common Pleas.
Fullington & Phelps, Plaintiffs
vs.
George W. Fox & George A. Fox, Defendants } Petition
Civil Action for Money Only.

Petition

4991

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 them from George W. Fox and George A. Fox defendants, on a promissory note made by the defendants George W. Fox and George A. Fox dated the First day of February A.D. 1885, which note, with the warrant of Attorney thereto annexed is hereto attached, the sum of Six hundred and Sixty Eight Dollars and no cents, with interest thereon at eight per cent from the 3rd day of March A.D. 1885. The plaintiffs further say that they are the legal owners and holders 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 Six hundred and Sixty Eight dollars with 8 per cent interest from March 3d 1885. Whereupon the plaintiffs ask judgment against said defendants for the sum of Six Hundred and Sixty-Eight Dollars, with interest at eight per cent from the third day of March A.D. 1885

Porter & Porter Attys for Pltffs.

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, that he believes the statements

in the foregoing
written instru
foresaid as
Subscribed
22nd day of Dec
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" time after the
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Fullington &

4991

George W. Fox

Answer

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December 22
Fullington &

vs

Entry

George W. Fox a

Porter their Atto
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fendants the sam
costs of suit here
five cents fee
released, and a

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 affiants possession as such attorney

E. W. Porter.

Subscribed by E. W. Porter in my presence, and sworn to by him before me, this 22nd day of December A. D. 1883.

Seal

J. Q. Burgner Clerk of Courts.

" $668.00 Marysville, Ohio, Feby 1st 1883 "

" Thirty days after date, as principal debtors we jointly and "
" severally promise to pay to the order of Fullington & Phellis, Six Hundred Sixty "
" Eight Dollars for value received, And we hereby dispense with demand of payment "
" of this note and authorize any Attorney at Law to appear for us, or either of us, at any "
" time after the same shall become due, in any Court of Record in the State of Ohio or "
" elsewhere and waive the issuing and service of process and confess judgment against "
" us, or either of us in favor of the holder or holders of this note for the amount of said note "
" with eight per cent interest payable annually after the same shall become due "
" together with costs of suit, and release all errors and waive all right of Appeal in this "
" behalf. Witness our hands and seals, this 1st day of Feby, 1883 "
"

Geo. W. Fox Seal "
George A. Fox Seal "

" No 20629, Doc Docket 2 1883

4991 Fullington & Phellis, Plaintiffs vs. George W. Fox and George A. Fox Defendants } In Court of Common Pleas. Union County, ss. Defendants Answer.

Answer And now come George W. Fox and George A. Fox the above named defendants, by the undersigned Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiffs, the holder of the note described in plaintiffs petition, and against the above named defendants, for the sum of Seven Hundred and Ten Dollars and Seventy Five Cents, the amount appearing due for for principle 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.

December 2nd A. D. 1883. John M. Brodrick Attorney for Defendant.

Entry Fullington & Phellis Plaintiffs vs George W. Fox and George A. Fox, Defendants

This day came the plaintiffs by Porter & Porter their Attorneys, and thereupon came John M. Brodrick one of the Attorneys of Record of this Court who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said 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 $710.75 It is therefore considered that said plaintiffs do recover of said defendants the said sum of $710.75 so as aforesaid confessed to be due, together with the costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum. 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. Brugner Clerk
By A. R. Brugner 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 Twelfth 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. Whereupon, to-wit:

On the 10th day of September A.D. 1883, the following Petition was filed with the Clerk of said Court to-wit:-

Petition
4338

Nellie Willie Plaintiff
vs.
Marshall Willie, Defendant.

Court of Common Pleas, Union County, Ohio.

Plaintiff says she has been a resident of the State of Ohio for more than one year last past and is now a bona fide resident of Union County Ohio. She further states that on the 27th day of December 1882, at Mechanicsburg, Champaign County, Ohio, she was lawfully married to the said Marshall Willie and that she has ever since conducted herself toward the said defendant as a faithful and obedient wife yet she says the defendant herein has been guilty of gross neglect of duty toward your petitioner in this to-wit:- Said defendant wholly failed to furnish the plaintiff with a home in which to live and neglected and refused to furnish the plaintiff with anything to support herself upon, either in food or raiment or money.

Plaintiff further says that said defendant has been frequently guilty of intoxication since their marriage, and during the time they lived together and wastes his money in visiting Gambling Houses and Saloons instead of supporting the plaintiff. Plaintiff therefore prays that she be divorced from the said defendant and that upon the final hearing of the same that she be restored to her maiden name of Nellie Shields, and for all proper relief.

J. M. Kennedy Atty. for Plaintiff.

Nellie Willie Plaintiff
vs.
Marshall Willie, Defendant

Court of Common Pleas, Union County, Ohio.

Marysville Sept. 10th 1883.

Praecipe
4338

Issue Summons in the above case accompanied with a copy of the Petition directed to the Sheriff of Champaign County Ohio. Endorsed: Divorce prayed for, returnable according to law

J. M. Kennedy Attorney for Plaintiff.

On the 8th day of October A.D. 1883, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons
4338

Summons in Divorce

The State of Ohio
Union County, ss.

To the Sheriff of Champaign County:-

You are commanded to notify Marshall Willie that Nellie Willie 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 hereunto delivered to you to be served on him), charging him with neglect &c. 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 22nd day of Oct. A.D. 1883. Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville, O. this 8th day of Oct. A.D. 1883.

{Seal}

J. D. Burgner, Clerk.

Endorsed: Summons in Action for Divorce.

J. M. Kennedy Attorney.

Said Writ returned and filed Oct. 19th 1883, endorsed as follows, viz:-

Entry
4338

Received October A.D. 1883 Willie, a true residence of 20, Postage 05

Afterwards of said Court Nellie Willie
vs.
Marshall

the plaintiff being fully 1st That 2nd That

It is fore existing plaintiff dered and vent again ten days

Petition
4569

Pleas and held at of the Third day of Febr

Heretofore the Clerk, of said Peleg Branch Newton Mass

Orelanco J.

of August granted to deceased. founded upon " $230.00 " " Care or " "

On said within

Received 9 o'clock A. M. on the 13th day of October A. D. 1883; and on the 16th day of October A. D. 1883, I served the same by leaving at the usual place of residence of Marshall Willie, a true copy thereof of this writ. I also left a copy of pleadings at the usual place of residence of said Marshall Willie. ~~~ Sheriff's Fees: Service 60, Copy 10, Mileage 3.00, Dock. & Docket 20, Postage 05- Total $4.05- Rec'd $2.00- Due $2.05 ~~~

Jas Chamberlain Sheriff
By A. E. Jaines, Deputy.

Afterward on the 24th day of January A. D. 1884, an Entry was made on the Journal of said Court which reads as follows, to-wit:-

Entry

Nellie Willie
vs.
Marshall Willie

1338

This day this cause came on to be heard upon the petition of the plaintiff, the defendant being in default for answer or demurrer and the Court being fully advised in the premises does find for the plaintiff as follows, to-wit:- 1st That the parties were married as alleged in the petition. 2nd That said defendant has been guilty of gross neglect of duty toward the plaintiff

It is therefore ordered and adjudged that the marriage relation heretofore existing between the parties be dissolved, and held for naught, and that the plaintiff be restored to her maiden name of Nellie Shields. It is further ordered and adjudged that she pay the costs of this case and that she have judgment against the defendant therefor, and that in default of payment thereof for ten days from the rising of the Court that executions issue therefor.

Attest J. L. Bumgarner Clerk.
By A. R. Bumgarner, Deputy.

Pleas before Hon. Conover John H 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 Sub Division of the Tenth Judicial District of the State of Ohio, on the Sixteenth day of February in the year of our Lord one thousand eight hundred and eighty five

Heretofore, to-wit:- On the 6th day of August A. D. 1884, the following Petition was filed with the Clerk of said Court, to-wit:-

Peleg Cranstone, Administrator of Newton Case, Deceased, Plaintiff.
vs.
Orelanco J. Case, Defendant.

Petition

Court of Common Pleas, Union County, Ohio.

45-69

Plaintiff says: That on or about the - day of August A. D. 1881, he was duly appointed and qualified and letters were granted to him as administrator of estate of Newton Case late of said County deceased. I. First Cause of Action: Plaintiff says his first cause of action is founded upon a promissory note of which the following is a copy:-

" $230.00 Broadway Aug. 7th 1873 "
" One day after date for value received I promise to pay Newton "
" Case or order Two Hundred and Thirty Dollars. Int. at 10 per cent until paid."
" O. J. Case "

On said note appeared the following endorsement:- "Dec. 1st 1873 Paid on the within note $65.00 Dollars." There is due and remaining unpaid upon said

from the said defendant to the said plaintiff Abig Branston Administrator of the said Newton Case deceased the sum of One Hundred and Sixty Five Dollars which said plaintiff claimes with interest at ten per cent per annum from the 7th day of August A.D. 1873. II. Second Cause of Action. Plaintiff says his second cause of action is founded upon a promissory note of which the following is a copy:-

" $60.00 Broadway Feb. 23rd 1874 "
" One months after date for value received I promise to pay Newton Case "
" or bearer the sum of Sixty Dollars Int. at ten per cent until paid. "
" O. J. Case. "

There is due and remaining unpaid upon said note from the said defendant to the said plaintiff as said Administrator the said sum of Sixty Dollars which plaintiff claims with interest at ten per cent per annum from February 23d 1874

III. Third Cause of Action. Plaintiff says his third cause of action is founded upon a promissory note executed by said defendant and delivered to the said Newton Case deceased during his life time and of which the following is a copy.

" $100. Broadway Aug. 30th 1875- "
" Ninety days after date for value received I promise to pay Newton Case or "
" order the sum of One Hundred Dollars. Int. at 10 per ct. "
" O. J. Case. "

There is due and remaining unpaid upon said note from the said defendant to the said plaintiff as administrator the said sum of One Hundred Dollars which plaintiff claims with interest at ten per cent per annum from August 30th 1875.

IV. Fourth Cause of Action. Plaintiff says his fourth cause of action is founded upon a promissory note of which the following is a copy.

" Broadway, Nov. 13th 1875- "
" Sixty Days after I promise to pay N. Gallup or bearer the sum of Seventy- "
" Eight Dollars. Int at ten per cent. O. J. Case. "
" Said note was assigned to said Newton Case for a good and valuable "
consideration during his life time. There remains due and unpaid upon said indebtedness the sum of Seventy-Eight Dollars which plaintiff as said administrator claims from the defendant with interest from Nov. 13th 1875 at ten per cent per annum

V. Fifth Cause of Action. Plaintiff says his fifth cause of action is founded upon a promissory note of which the following is a copy:-

" $80. Broadway Dec. 10th 1875- "
" On or before the first of May 1876 for value received I promise to "
" pay Newton Case or bearer the sum of Eighty Dollars. Int. at ten per cent. "
" O. J. Case "

There remains due and unpaid upon said indebtedness the sum of Eighty Dollars which the plaintiff as said administrator claims with interest at ten per cent per annum from December 10th 1875. from the defendant.

VI. Sixth Cause of Action. Plaintiff says his sixth cause of action is founded upon a promissory note of which the following is a copy.

" $162.00 March 6th 1878 "
" One day after date I promise to pay to the order of Newton Case the "
" sum of One Hundred and Sixty Two Dollars. Value received. "
" O. J. Case. "

There is due and remaining unpaid upon said note the sum of One Hundred and Sixty Two Dollars which the plaintiff as said administrator claims with interest at six per cent per annum from March 7th A.D. 1878.

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VII. Seventh Cause of Action: Plaintiff says his Seventh Cause of Action is founded upon a promissory note of which the following is a copy:-
" July 17th 1879 "
" One day after date I promise to pay George Bault or bearer Six Dollars "
" Value recd. D. J. Case. "
Said note was transferred to said Newton Case for a good and valuable consideration during his life. There is due and remaining unpaid upon said promissory note the sum of Six Dollars which plaintiff as said administrator claims with interest from July 17th 1879.

VIII. Eighth Cause of Action: Plaintiff says his Eighth cause of action is founded upon a promissory note of which the following is a copy
" $50.00 Boundary, Oct. 16th 1879 "
" One year after date I promise to pay to the order of Newton Case Fifty Dollars. "
" D. J. Case.
There is due and remaining unpaid upon said promissory note the sum of Fifty Dollars which the plaintiff as said administrator claims with interest from the 16th day of October A.D. 1879.

IX. Ninth Cause of Action. Plaintiff says his ninth cause of action is founded upon a promissory note signed by said defendant as principal and said Newton Case deceased as surety and given to Farmers Bank of Marysville and which said note was afterwards during the life time of the said Newton Case by him paid & taken up and which said note is in the words and figures following to-wit:-
" $100.00 Marysville, Ohio, May 3rd 1880 "
" Ninety days after date as principal debtors we jointly and severally promise "
" to pay to the Farmers Bank at their office in Marysville, One Hundred Dollars for value "
" received. And we hereby dispense with the demand of payment of this note and au- "
" thorize any Attorney at Law to appear for us or either of us at any time after the same "
" shall become due in any Court of record in the State of Ohio or elsewhere and confess "
" the issuing and service of process and confess judgment against us or either of us "
" in favor of the holder or holders of this note for the amount of said note with eight- "
" per cent interest payable annually after the same shall become due together with "
" costs of suit and release all errors and waive all right of appeal in this behalf. "
" Witness our hands and seals this 3rd day of May 1880. J. D. Case "
" Newton Case. "
On face of said note appears the following- "Farmers Bank Paid Marysville Ohio".
There is due and remaining unpaid upon said note from the defendant to the plaintiff as said administrator the sum of One Hundred Dollars which he claims with interest payable annually at eight per cent per annum from the 3rd day of August A.D. 1880.

X. Tenth Cause of Action. Plaintiff says his tenth cause of action is founded upon a promissory note of which the following is a copy.
" May 29th 1880 "
" Ninety days after date I promise to pay Newton Case the sum of Twenty "
" Dollars- value received. D. J. Case. "
There is due from the defendant to the plaintiff as said administrator on the said note the sum of Twenty Dollars which he claims with interest from the 29th day of August-1880. Plaintiff therefore prays judgment for the sum of Eight Hundred and Twenty-One Dollars which he claims with interest on One hundred and sixty-five dollars ($165.00) at ten per cent per annum from Aug. 8th 1873. interest on Sixty Dollars ($60.00) at ten per cent per annum from Feby 23 1874

Interest on one Hundred Dollars ($100.00) from Aug. 30th 1875, at ten per cent per annum.—
Interest on Seventy Eight Dollars ($78.00) at ten per cent per annum from Nov. 13th 1875,—
Interest on Eighty Dollars ($80.00) at ten per cent per annum from December 10th 1875,—
Interest on One Hundred & Sixty two Dollars ($162.00) from March 7th 1878 at six per cent per annum—
Interest on Six Dollars ($6.00) from July 17th 1879 at six per cent per annum.—
Interest on Fifty Dollars ($50.00) from October 16th 1879, at 6% per annum.—
Interest on One Hundred Dollars ($100.00) from August 3rd 1880 at eight per cent per annum payable annually &
Interest on Twenty Dollars ($20.00) from August 29th 1880 at six per cent per annum.

Robinson & Piper Attorneys for Plaintiff

State of Ohio }
Union County ss. } Peleg Cranston being duly sworn according to law says the facts stated and allegations in his foregoing petition are true as he verily believes.

Peleg Cranston.

Sworn to before me by Peleg Cranston and by him subscribed in my presence this 6th day of August A.D. 1884

Seal

J. Q. Burgner, Clerk.

Praecipe — To Clerk:-

Issue summons upon the petition in the foregoing case directed to Sheriff of Union County Ohio, for the defendant V. J. Case returnable according to law. Endorse Amount claimed $821.00 with interest on $165.00 at 10% per annum from Aug. 8th 1873, $60.00 at 10% per annum from Feb. 23rd 1874, $100.00 at 10% per annum from Aug. 30th 1875, $78.00 at 10% per annum from Nov. 13th 1875, $80.00 at 10% per annum from Dec. 10th 1875, $162.00 at 6% per annum from March 7th 1878, $6.00 at 6% per annum from July 17th 1879, $50.00 at 6% per annum from Oct. 16th 1879, $100.00 at 8% per annum from Aug. 3rd 1880 payable annually $20.00 at 6% per annum from Aug 29th 1880.

Robinson & Piper Attorneys for Plaintiff

On the 6th day of August A.D. 1884, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons — The State of Ohio }
Union County, ss. } Summons in Action for Money Only.
To the Sheriff of the County of Union Greeting;

45-69 — We command you to notify Velasco J. Case that he has been sued by Peleg Cranston Administrator of Newton Case deceased in the Court of Common Pleas of Union County, and that unless he answers by the 6th day of September A.D. 1884 the petition of said Peleg Cranston Admr. &c. against him filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 18th day of August A.D. 1884. Witness my hand and the seal of said Court, this

Seal

6th day of August A.D. 1884.

J. Q. Burgner, Clerk.

Endorsed: Money Only. Amount claimed $821.00 with interest on $165.00 at 10% per annum from Aug. 8th 1873, $60.00 at 10% per annum from Feb. 23rd 1874 $100.00 at 10% per annum from Aug. 30th 1875, $78.00 at 10% per annum from Nov. 13th 1875 $80.00 at 10% per annum from Dec. 10th 1875, $162.00 at 6% per annum from March 7th 1878 $6.00 at 6% per annum from July 17th 1879, $50.00 at 6% per annum from Oct. 16th 1879 $100.00 at 8% per annum from August 3rd 1880 payable annually. $20.00 at 6% per annum from Aug. 29th 1880

Robinson & Piper Plaintiff's Attorneys

Said Writ returned and filed August 14th A.D. 1884, endorsed as follows, to-wit:-

Sheriffs Return

The State of Ohio, Union County, ss.

Received this Writ August 6th A.D. 1884, and pursuant to its command, on the 14th day of August 1884 I served the same by leaving at the usual place of residence of the within named O. J. Case a true Copy of this writ with endorsements thereon. ~~ Service 2.00, Mileage 2.00, Copy .20 Total $4.20 ~~

John Hohensack Sheriff, Union Co. O.

Afterwards on the 5th day of September A.D. 1884, an Answer was filed with the Clerk of said Court which reads as follows, to-wit:

Peleg Cranston Administrator of Newton Case, Deceased, Plaintiff

vs.

Orlasco J. Case, Defendant.

In Court of Common Pleas, Union County, Ohio.

Answer

45-64

The defendant answers the petition of plaintiff and for first ground of defense says: I. That the defendant paid to the said Newton Case in his life time, besides the credits mentioned in plaintiffs petition the following described property and at about the dates following, and which property was to be taken by said Newton Case at the valuations herein given, and which sums were to be received by him as payments, and were to be endorsed by him upon the notes then held by him, and which were then due against defendant, to-wit: 1876, May 1st One top buggy valued at $150.00, 1878 April 1st One yearling colt $65.00 1878, Sept 20th Three head sucking colts $30.00 each $150.00, 1879 June 23 hoad sheep $3.50 per head $10.50. II. For second ground of defense, defendant denies that the note of One hundred dollars, given May 3rd 1880 to the Farmers Bank, and described in cause of action number nine in plaintiffs petition, was paid by the said Newton Case. Defendant admits that he was principal on said note, and said Newton Case was surety on the same, and the defendant avers that soon after said note became due, that the defendant out of his own money and means paid off said note to said Bank and lifted the same from said Bank and showed the same to said Newton Case, who was his father, so as to let the said Newton Case know that said note was paid off by defendant. And said Newton Case took the same from the hands of defendant as defendant believed for the purpose of destroying the same, but instead so doing he placed the same amongst his own papers.

Defendant therefore denies that he is indebted in any sum whatever to the plaintiff as such administrator on said note described in said cause of action number nine

III. For third ground of defense defendant says:- That the notes described in causes of action numbered 1, 2, 3, 4 and 5 in plaintiffs petition, all drawn money to-wit: are on interest at ten per cent. Defendant denies that he is legally bound to pay usury and therefore desires that all usury on the notes described in plaintiffs petition be eliminated.

IV. For fourth ground of defense defendant says: That about the first day of March 1879 he loaned to the said Newton Case one valuable mare with foal, of the value of one hundred and fifty dollars. That said mare while in possession of said Newton Case and under his exclusive control, got a nail into her foot which nail by reasonable care and attention could have been easily withdrawn, but said Newton Case gave the mare no attention or care whatever, although she got very lame in consequence of said nail in the foot and because of such gross carelessness on the part of said Newton Case said mare in consequence of the nail being allowed to remain in her foot pined sickened

and died. The defendant therefore asks that he may have credit against the claims of the plaintiff for the payments made by him to said Newton Case, that said note of one hundred dollars given to said Farmers Bank be deducted from the plaintiffs claim, and that all usury be expunged from said claims, and that he be allowed to recoupe or counterclaim against the claims of the plaintiff, the sum of one hundred and fifty dollars with interest from March 1st 1879, it being the value of said mare which died by the carelessness of said Newton Case and the defendant asks such other and further relief as in justice he is entitled to.

Porter & Porter Attys. for Defdt.

Orlando J. Case, the defendant in this action, being sworn makes oath that the facts stated in the foregoing answer are true. O. J. Case

Sworn to by Orlando J. Case, before me and signed by him in my presence this 3rd day of September A.D. 1884.

Seal. J. Q. Burgener Clerk.

Afterwards on the 13th day of September A.D. 1884, a Reply was filed with the Clerk of said Court which reads as follows, viz:-

Reply

Peleg Brunston Admr of Estate of Newton Case dec'd
vs.
Orlando J. Case, Deft.

} Court of Common Pleas
Union County Ohio.

45-69

The plaintiff for Reply to the defendants answer says he has no personal knowledge in regard to the allegations of the same but from information and belief denies the same and

2nd For reply to said answer says the defendant made out and presented to the plaintiff his account against said estate among the items of which is a buggy which account was accepted and allowed and constituted in part a judgment of $2700. in this Court in favor of defendant against the plaintiff and which is in large part paid and the balance is in full force against said estate.

3rd For further reply to said answer the plaintiff says the items in said account of May 1st 1876 and April 1. 1878 for buggy and yearling colt and for three sucking colts did not accrue within six years prior to the commencement of this action and are therefore barred by the Statute of Limitation of Ohio.

Robinson & Pike Attys. for Plaintiff.

The State of Ohio, }
Union County ss. } Peleg Brunston plaintiff being duly sworn deposes and says the allegations of the foregoing reply are true as he believes. Peleg Brunston.

Sworn to before me and signed in my presence this 13th day of Sept. 1884

Seal. J. Q. Burgener Clerk.

Afterward, on the 6th day of March A.D. 1886, the following Entry was made on journal of said Court

Entry

Peleg Brunston Administrator of Newton Case Dec'd Plaintiff
vs
O. J. Case, Defendant

} Money Only

45-69

This day this cause came on for hearing and a jury having been waived was submitted to the Court upon the petition, answer and reply of exhibits and testimony thereupon the Court being fully advised in the premises and on consideration thereof the Court find on the issues joined that plaintiff is entitled to an account of money on all his several causes of action except the ninth cause of action on which nothing is allowed to the plaintiff and that the amount due on said nine (9) causes of action on the first day of this term of Court including interest at six per cent is Eleven Hundred Forty 90/100 Dollars

(8110.20) and the Court further find that the defendant is entitled to credit by the claims set-forth in his answer in the sum of $6-29.84 and that there is a balance due the plaintiff of $581.56 on the first day of this terme of Court. It is therefore considered by the Court that the said Peleg Swanton as said administrator recover from the said O. J. Case the said sum of Five Hundred Eighty One & 56/100 Dollars ($581.56) with interest from February 16th 1885, together with the costs in his behalf expended taxed to $

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

Pleas before his Honor John A. Price Judge of the Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio, on the Sixteenth day of February in the year of our Lord one thousand eight hundred and eighty five

Heretofore, to-wit: On the 1st day of September A.D. 1883, the following Petition was filed with the Clerk of said Court, to-wit:-

William Hall and Simon Hall Plaintiffs
as.
P. B. Cole as Administrator of Wm. O Dines and Jacob Leonard Defendants

State of Ohio, Union County ss.
Court of Common Pleas.

Petition

$3.15-

The said plaintiffs William Hall and Simon Hall say: That on or about the 22" day of August 1881, the said William O. Dines being then in full life but now deceased entered into a written contract with these plaintiffs a copy of which is hereto attached marked exhibit "A" whereby it was provided that said William O Dines agreed to and did lease and let unto these plaintiffs about 200 acres of land in said County for the term of five years beginning on the 1st day of March 1882, and ending on the 1st day March 1887 and agreed and contracted that these plaintiffs should have the use, enjoyment rents and profits of said land for the full period of five years as aforesaid. These plaintiffs on their part agreed to pay as rent for said lands the sum of Four Hundred Dollars per year to be paid as follows: - $400.00 on the 25th day of December in each year beginning Dec. 25th 1882, and running for five years. For the payment of said rent these plaintiffs then and there executed and delivered to said Dines their five several negotiable promissory notes each bearing date on the 22nd day of August 1881 and payable to said William O. Dines or bearer at yearly intervals beginning Dec. 25th 1882. and drawn for the sum of $400.00 each. That the said W. O. Dines after he had obtained the possession of said notes, and before the same became due, sold and delivered the one bearing date as aforesaid and due and payable on the 25th day of December 1883 to the Bank of Marysville, Ohio, which Bank now holds the same as an innocent purchaser for full value before due, and these plaintiffs are bound to said Bank for the payment thereof. The said William O. Dines also sold two of said notes to-wit the ones due and payable on the 25th day of December 1882, and on the 25th day of December 1885, to the Farmers Bank of Marysville, Ohio both said last notes being sold and delivered before due and for a full and valuable consideration and said plaintiffs are bound for the payment thereof and have already paid the one due and payable December 25th 1882, said Bank being an innocent purchaser thereof.

The said Jacob Leonard claims that one of said notes to-wit the one due and payable December 25th 1884 was left by said Dines with him as collateral security

and now refuses to deliver up the same and claimes that these plaintiffs are bound to him for its payment thereof. The said Dines at the time of his death still held the other note being the one due and payable December 25th 1884, and the same is now in the hands of said P. B. Vole as administrator of said Dines. These plaintiffs say that said Dines wholly failed to keep any part of his said agreement and never put these parties into possession of said lands, and at his death the said Administrator claimed all his interest in said land terminated, that he only had a life estate in said lands, and these plaintiffs have been deprived and kept out of the same and have never had or received any consideration whatever for said notes or either of them, and that the consideration for said notes wholly failed. These plaintiffs having paid one of said notes and being bound to said Banks for the other two held by them and the said Leonard claiming to hold these plaintiffs for the payment of the note in his possession, duly made out their claim against the estate of said William C. Dines for the full amount of said notes sold and transfered, and made oath to said account and claim and presented the same to said P. B. Vole as Administrator of said W. C. Dines and asked said claims to be allowed as a just and valid claim against said estate said claim being duly verified. But the said P. B. Vole as such administrator on the 27th day of August 1883, rejected said claim and refused to allow the same or any part thereof and refused to deliver up to these plaintiffs the note still held by him as such administrator. The said P. B. Vole is duly appointed and qualified as such administrator and duly empowered to act as such. The plaintiffs do not know whether the said Jacob Leonard has any right to hold said note in his possession from these plaintiffs and do not know whether he has any legal claim against these plaintiffs for the payment of the same or any part thereof and they deny their liability to pay him but say if they are so liable then that the said estate of said Dines is liable to them for a like sum and these plaintiffs make said Leonard a party hereto that his rights may be determined. James Higgins claims to have some interest in the note that was placed in the hands of Leonard and he is made a party so his rights may be determined. The said claim as made out is hereto attached marked exhibit "B." These plaintiffs therefore pray that said Jacob Leonard may be required to answer and set forth his claims to said note due December 25th 1884 if any he has and if upon said hearing the Court here be of the opinion that these plaintiffs are bound with said Leonard for the payment of any part of said note then that said P. B. Vole as such administrator be directed to allow a like sum as a just claim against the estate of said Dines, and if said Leonard has no just right to hold these plaintiffs for any part of said note then that he be required to deliver up the same to these plaintiffs and enjoined from transferring or disposing of the same and that said note be cancelled by order of the Court; and these plaintiffs further pray that said P. B. Vole as such Administrator may be required to deliver up to these plaintiffs the note due December 25th 1884, and held by him as such administrator and that the same may be cancelled by order of the Court and further pray that he may be ordered and required to allow the claims of these plaintiffs for the sum of $1200.00 being the amount of the three notes sold and transfered to the Banks as herein set forth as a just and valid claim against said estate of William C. Dines and that the Court here may render judgment against said P. B. Vole as such administrator in favor of these plaintiffs for the full amount of all moneys for which they may be bound or liable on any of said notes, to be paid out of said estate as other claims and for all such other and further orders and decree as may be just and to the Court may seem meet. And that the

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State of Ohio
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rights of James Higgans may be determined. J. L. Cameron
Robinson & Piper Attys for Plffs

State of Ohio }
Union County ss }

William Hall being first duly sworn says the facts stated and allegations made in the foregoing petition are true as he verily believes

William Hall.

Sworn to before me by said William Hall and by him signed in my presence this 1st day of September 1883.

{Seal} S. W. Van Winkle Notary Public.

Exhibit "A"

This indenture of Lease made at Marysville Ohio on the 22nd day of August 1883 between W. O. Dynes of the first part and Simon Hall of the second part witnesseth that the first party hath leased unto the second party his farm consisting of Two Hundred Acres lying on the South of the North Lewisburg pike bounded by Stilling Reaver and Leonard and being the homestead farm of said first party and lying in Allen Township, Union Co. Ohio; said lease to continue in force for five years from the first day of March 1882 to the first day of March 1887, said party of the second part to pay the sum of Four Hundred Dollars per year as rental for said farm to be paid each year on the 25th day of December as evidenced by promissory notes given for the same the first note falling due December 25th 1882. Said premises are to be used in a safe, careful and husbandlike manner and to be left at the expiration of this lease in as good condition and repair as they are in when taking possession, the natural wear and decay excepted. And if the dwelling house or barn thereon shall at any time be destroyed by fire or lightning said party of the first part will rebuild the same or furnish the said second party with as good building for the same purpose. In witness whereof we have hereunto set our hands and seals this 22nd day of August 1881.

W. O. Dynes
Simon his ✕ mark Hall

Exhibit "B"

The State of Ohio }
Union County ss. }

Simon Hall being first duly sworn deposes and says that an article of agreement a copy of which is hereto attached was entered into by and between himself and said W. O. Dines on the date named in said copy and that he at that time executed notes with good security for the sum of $200.00 and made the same negotiable and payable to said W. O. Dines that after getting possession of said notes said W. O. Dines sold and transferred three of them to wit the one due Dec. 25th 1882, the one due Dec. 25th 1883 and the one due Dec. 25th 1885 and said W. O. Dines pledged one of said notes to Jacob Leonard for an amount not known, the other still being in his possession at the time of his death the affiant has paid the note due Dec 25th 1882 and is liable for the payment of the other two notes sold and also liable to said Jacob Leonard for an amount not known but which he claims to be about $400.00 That the said W. O. Dines never put the affiant in possession of said land and never fulfilled his part of said contract so that the consideration for said notes wholly failed. Affiant says that by reason of the premises he has become bound for the payment of the notes sold which amount to $1200.00 and also is liable to an amount to said Leonard which affiant is unable to give but which said Leonard claims to be about $400.00

that said estate of W. G. Dines is liable to this affiant for said sums owing to the failure of the consideration for said notes, that there are no offsets or counter claims against said claim, affiant not being in any manner indebted to said estate or liable for any claim in its favor. Affiant says that his said claim against said estate is just and unpaid and that he justly ought to recover on the 3 notes sold the sum of Twelve Hundred Dollars ($1200.00) and upon the note payable to Leonard he ought to recover the sum for which said note is pledged, which latter amount is now unknown but which said Leonard claims is about $400.00

Simon + his mark Hall.

Sworn to before me by said Simon Hall and by him signed in my presence this 31st day of March 1883. Wesley Harrand J.P. [illegible]

Waiver of Summons

The issuing and service of Summons is hereby waived and my appearance entered this 27th day of August 1883.

P. B. Cole Administrator of W. G. Dines

Clerk:

Issue summons to Sheriff of Union Co for Jacob Leonard.

J. L. Cameron Atty for Plaintiffs.

On the 1st day of September A.D. 1883, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons

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

4315- We command you to notify Jacob Leonard that he has been sued by Wm Hall et. al. in the Court of Common Pleas of Union County, and that unless he answers by the 29th day of September A.D. 1883, the petition of said Wm Hall 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 summons on the 15th day of September A.D. 1883

(Seal) Witness my hand and the seal of said Court this 1st day of Sept. A.D. 1883.

J. L. Bruguer, Clerk.

Returned and filed Sept. 21st 1883, endorsed as follows, viz:-

The State of Ohio } Sheriffs Return
Union County, ss, } Received this Writ September 1st A.D. 1883 at 10 o'clock A. M. and pursuant to its command on the 3 day of September A.D. 1883, I served the same by delivering a true copy of this Writ with endorsements thereon to the within named defendant. Sheriffs Fees ~Service 30, mileage 1,20, Copy 20 Total $1.70.

J. Hobensack Sheriff

Afterward on the 16th day of January A.D. 1884, an Answer was filed with the Clerk of said Court which reads as follows, to-wit:-

Answer

William G. Hall & Simon Hall, Plaintiffs
as.
P. B. Cole Administrator of William G. Dines and Jacob Leonard, Defendants.

Court of Common Pleas of Union County, Ohio.
Answer of Jacob Leonard.

4315-

Now comes Jacob Leonard one of the defendants in this action and for his separate answer says that he was held as surety for W. G. Dines deceased in the sum of about Four Hundred and Ninety Five Dollars - said money going to the heirs of W. G. Dines deceased which sum he paid about July 21st 1883, after the death of the said W. G. Dines deceased.

that he was also security on a note of W. O. Dines given to Peoples Bank of Marysville, Ohio. said note was given about July 27th 1881 and calling for One Hundred and fifty Dollars a part of which has been paid. That the said W. O Dines on or about delivered to this defendant a certain promissory note calling for $400.00 falling due Dec. 25th 1884 and signed by William and Simon Hall to secure this defendant from any and all loss that he might sustain by reason of being such security and that being all the security this defendant had to secure him against such loss. The said Jacob Leonard further states that the estate of W. O. Dines deceased is insolvent and that he was compelled by law to pay the said Four Hundred and Sixty Five Dollars by reason of an execution issued against him in the case of Edward Stillings Guardian vs. the said Jacob Leonard, and that he expects that he will be compelled to pay the note given to the Peoples Bank That he does not know what the consideration of the William and Simon Hall note was nor what it was given for and therefore denies what is said in plaintiffs petition that he became in possession of said note long before said note became due as an innocent party and that on or about Aug. 1883 this defendant sold said note to James Higgins for a good and valuable consideration and this defendant now says that he has not the possession of said note nor the right of possession thereto. Therefore this defendant prays that he may be dismissed from this action and that he recover of plaintiff his costs and for all other proper relief.

State of Ohio }
Union County, ss. } Jacob Leonard who being first duly sworn 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 16th day of January A. D. 1884.

J. D. Bergner, Clerk.

Afterwards, on the 9th day of April A. D. 1884, an Answer was filed with the Clerk of said Court which reads as follows, to-wit:-

William Hall and Simon Hall, Plaintiffs.
vs.
P. B. Cole, Adm'r. of W. O Dines, and Jacob Leonard, Defendants

Answer

Court of Common Pleas
Union County Ohio.

43 15

Now comes P. B. Cole as Administrator of Wm O. Dines, Deceased and for his answer to the petition of the plaintiff says
1st That he is the Administrator of said Dines estate as therein alleged.
2nd That the said Dines executed said Article of Agreement as alleged.
3rd That the plaintiffs executed and delivered to the said Dines their notes as therein stated.
4th That said Dines died before said article was fulfilled and had only a life estate in the land so leased to said Simon Hall and after his death the land descended to his heirs as reversioners in fee simple, and therefore said lease could not be enforced.
5th As to the negociation of said notes by said Dines and the manner thereof and the consideration therefor the plaintiff has no knowledge and therefore denies all said allegations. As to the note held by Jacob Leonard this defendant says he admits said note was left by said Dines with said Jacob Leonard as collateral security for all notes the said Leonard was security on for said Dynes. But this defendant says he does not know on what notes if any the said Leonard is such security on except one small note to the Peoples Bank of Marysville. Plff asks that the said Leonard who is party defendant hereto may answer and disclose fully his alleged right to said note. As to the note due Dec. 25th 1886, the same is

in the possession of this Defendant as such Administrator to be disposed of as this Court may direct. This defendant says that the said plaintiffs have only paid one of said notes as alleged in their petition and plaintiff denies their right to have any other of said unpaid notes allowed as a claims against the estate of said William C. Dynes decd. And having thus fully answered asks to be hence dismissed as to all said notes except the so paid by the plaintiffs.

P. B. Cole Admr. of W. C. Dynes
By P. B. Cole & Son Attys for Defendant.

Wm Hall et al. Plaintiffs.
vs.
P. B. Cole, Administrator, et al. Defendants.

P. B. Cole being sworn says that the facts stated and allegations of the foregoing answer are true as he believes.

P. B. Cole

Sworn to before me and signed in my presence, April 9th 1884

J. Q. Burgener Clerk.

Answer

P. B. Cole, as
William C. Dy

Afterwards on the 14th day of April A D. 1884, the following Reply was filed with the Clerk of said Court, to-wit:-

Reply

William Hall et al. Plaintiff
vs.
P. B. Cole Admr. of W. C. Dynes, dec'd et al Defendant.

Union Common Pleas
Reply of P. B. Cole Admr. of W. C. Dynes
to the Answer of Jacob Leonard.

4 3 15

Now comes the said P. B. Cole as Admr. of W. C. Dynes and for reply to the Answer of Jacob Leonard says, that it is true that W. C. Dynes on the 22nd of August 1881, left in the hands of said Leonard a note for Wm & Simon Hall for $400.00 dated August 22nd 1881 payable Dec 25th 1884 without interest. Defendant says said Dynes left said note to indemnify said Leonard for all the notes he was on as security for said Dynes. And this defendant avers that said Leonard was then such surety for said Dynes only on one note which was payable to the Peoples Bank of Marysville O. of the date of July 21st 1881 for One Hundred and Seventy-nine Dollars in 60 days after date. That there was endorsed a payment on said note of One Hundred Dollars the date of August 22nd 1881, leaving a balance only of Seventy Nine Dollars with interest at 8 ps and this defendant denies that said Leonard was security on any other note for said Dynes then or now. and having thus fully replied he prays the same relief as in his Answer.

P. B. Cole & Son Atty. for Defendant.

P. B. Cole Administrator of W. C. Dynes being sworn says the statements and allegations are true

P. B. Cole

Sworn before and signed in my presence this 14th day of April 1884.

J. Q. Burgener Clerk.

Afterwards on the 28th day of April A D. 1884, the following Answer was filed with the Clerk of said Court, viz:-

William Hall et al. Plaintiffs
vs.
P. B. Cole, Admr. et al. Defendants.

In the Court of Common Pleas of Union County, Ohio
Answer of Farmers Bank.

4 3 15

Answer

And now comes the said defendant the Farmers Bank and for answer to said plaintiffs petition says that it admits the allegations of said petition so far as they relate to the purchase by this defendant of said two notes therein mentioned. This defendant says that it purchased both of said notes before due for a full fair and valuable consideration. that the first

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The State of O
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William Hall

one therein mentioned was paid by said William Hall and Simon Hall and that it holds the other one which will be due on or about the 25th day of December A.D. 1886.

Goodrich & Wm. Campbell Attorneys for Farmers Bank.

The State of Ohio
County of Union ss. } Charles W. Southard, being sworn says that he is the Cashier of said Farmers Bank, and one of the Stock holders thereof, and that the facts stated in the foregoing Answer are as affiant believes true.

Chas. W. Southard.

Sworn to by said Charles W. Southard before me and signed by him in my presence this 28th day of April A.D. 1884.

J. Q. Burgoon Clerk.

Afterwards on the 16th day of May A.D. 1884 the following Answer was filed with the Clerk of said Court, to-wit:-

William Hall and Simon Hall Plaintiffs
Against
P. B. Cole, as Administrator of the estate of
William C. Dines dec'd and Jacob Leonard Defendants

In the Court of Common Pleas of Union County Ohio.
Answer of Jacob Leonard

Answer

43 15

And now comes the said defendant Jacob Leonard and for his answer to plaintiffs petition herein filed says: That on the 28th day of February 1883 this defendant became surety for said William C. Dines upon a certain mortgage and note payable to Ella Dines, Lottie Dines, Nannie Dines and child or children that might thereafter be born unto said William C. Dines payable at the death of said William C. Dines and calling for the sum of Eight Hundred Seven and 5/100 Dollars. That on or about the 21st day of July A.D. 1881, this defendant became farther surety for said William C. Dines in the sum of about One Hundred and Seventy-nine Dollars on a promissory note payable to the Peoples Bank, due in about sixty days after date. That in the year 1880, the premises on which said mortgage above mentioned were given, were sold in partition proceedings by order of this Court and by the instrumentality of this defendant the portion there of due to said William C. Dines was withheld to be credited on said mortgage. That this defendant ascertained the amount thereof and realizing that said mortgaged premises had been totally exhausted and that there was a balance of over four hundred dollars for which this defendant would at the death of said Dines be liable for, without any indemnity whatever, he called upon said William C. Dines about the first day of August A.D. 1881 and refused to farther stand as surety for said Dines upon said mortgage and note. That said Dines then promised to fully indemnify said Leonard for all claims upon which said Leonard was liable as security or otherwise for him. That according to said promise on the 22nd day of August 1881, said Leonard and said Dines came to Marysville for the purpose of indemnifying said Leonard by giving him a chattel mortgage on personal property. That on arriving at Marysville said Dines proposed to this defendant to substitute for said chattel mortgage the said note so mentioned in plaintiffs petition, that this defendant then consented to remain as security and accept said Hall note as indemnity. That it was then and there agreed by and between said Dines and said Leonard that in consideration of said Leonard remaining upon said mortgage and note to Ella Dines et. al. and to indemnify him on the Peoples Bank note that said Dines would transfer and deliver to said Leonard the said Hall note as aforesaid and that in the event of said Dines living beyond the maturity of said Hall note then the said Leonard was to collect the money on said Hall note and reserve to himself a sufficient

sum thereof to fully indemnify him against the payment of any part of said suretyship on said mortgage, and to pay the remainder, if there should be any part remaining to said Dines. That said contract was a verbal contract and said Leonard insisted upon having the same reduced to writing, but that said Dines claimed it was not necessary as they both fully understood the same, but said Leonard gave to said Dines a receipt for said Hall note in which receipt it was stated that said Leonard received said note as indemnity against all notes on which he was surety for said Dines, but this defendant says that the scrivener writing said receipt omitted to also insert therein that said Hall note was to indemnify as well against loss by reason of said suretyship on said mortgage above referred to, and that it was the intention and express contract of both parties that said note was to be an especial surety to said Leonard on said mortgage and note above mentioned, otherwise this defendant would not have consented to longer remain as surety on said mortgage. Defendant further says that said William C. Dines died about March 16th 1882 and that at the April A.D. 1883, term of this Court a judgment was rendered against this defendant as surety for said Dines upon said mortgage and note for the sum of Four Hundred and Seventy Four and 19/100 Dollars with six per cent interest thereon from April 6th 1883, that on or about the 21st day of July 1883 said Leonard was compelled by execution duly issued out of this Court on said judgment, to pay the said judgment interest and costs, amounting in all to about Four Hundred and Ninety Five Dollars. This defendant further says that on or about the   day of August A.D. 1883, he sold, assigned and transferred the said Hall note to one James Higgins for a full, fair and valuable consideration and that this defendant has not now, nor since the commencement of this action, has he had any interest in said Hall note.
This defendant having therefore fully answered herein asks to go hence without day and recover his costs herein expended.

T. B. Benton and Brodrick & McCampbell
Attorneys for Jacob Leonard.

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

The defendant Jacob Leonard being sworn makes oath that the facts stated in the foregoing answer are as affiant believes true

Sworn to by said Jacob Leonard before me and signed by him in my presence this 15th day of May A.D. 1884.

On the 10th day of September A.D. 1884, the following Praecipe was filed with the Clerk of said Court to-wit:-

Praecipe

4315-

Wm Hall et al. Pltf. } Court of Common Pleas, Union County Ohio
vs. } Marysville, Sept. 10th 1884
P. B. Cole et al. Deft } To the Clerk of Said Court:-

Issue Summons in the above case for James Higgins returnable according to law.

J. L. Cameron Atty for Plaintiff

On the 10th day of September A.D. 1884, a Summons was issued 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 Greeting:

4315- We command you to notify James Higgins that he

has been sued by Wm Hall et al. in the Court of Common Pleas of Union County, and that unless he answers by the 11th day of October A.D. 1884 the petition of said Wm Hall 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 summons on the 22nd day of September A.D. 1884.

Witness my hand and the seal of said Court, this 10th day of
(Seal) September A.D. 1884

J. D. Burgner Clerk.

Writ returned and filed September 12th 1884 endorsed as follows, viz:-

Sheriffs Return

The State of Ohio
Union County, ss.

Sheriffs Return

Received this Writ Sept. 10th A.D. 1884 at 2 o'clock P. M. and pursuant to its command, on the 11th day of September A.D. 1884, I served the same by leaving a certified copy thereof with the endorsement thereon at the usual place of residence of the within named James Higgins ~~ Service 30, Mileage 88, Exp. 20 Total $1.38.

John Hobensack Sheriff.

Afterwards on the 17th day of Feby. A.D. 1885, a Reply was filed with the Clerk of said Court which reads as follows, to-wit:-

Reply

Wm Hall et al.
vs.
P. B. Cole, Admr. et al.

Court of Common Pleas, Union County, Ohio.

Reply of Plaintiff.

4315

The plaintiffs for Reply to the answer of Jacob Leonard say they deny the allegations in his said Answer that Leonard sold said note to James Higgins and denies that said Higgins ever had any bona fide interest therein and plaintiffs deny each and every allegation of his said Answer relating to the transfer of said note by W. C. Dynes to said Leonard for any purpose except the one stated in said written receipt and denies that said Leonard has any claim or right whatever to said note except to indemnify him for so much of said note he may have to pay, or has paid to the Peoples Bank as shown in the Answer of P. B. Cole as Administrator, and second the plaintiffs for further reply to said Answer say that said Leonard advanced no money or thing as consideration for said note on which he stood security and that he is not a bona fide purchaser thereof for value without notice in such sense as to be protected in the possession of a note of which the consideration failed as alleged in the plaintiffs petition. Wherefore prays the cancellation of said note claimed by said Leonard and said Higgins and for judgt. as prayed for in said petition.

Robinson & Piper, Cameron & Woodburn Attys. for Plaintiff.

The State of Ohio
Union County, ss.

Simon Hall being duly sworn deposes and says he believes the allegations of the foregoing Reply are true.

Simon his + mark Hall

Sworn to before me and signed in my presence this 17th day of Feby. 1885.

W. M. Winget J. P.

On the 17th day of Feb. A.D. 1885, the following Entry was made on the Journal.

Wm Hall et al.
vs.
P. B. Cole Admr. et al.

Entry
4315

By Agreement of Counsel the Reply of Plaintiffs to the

Amended Answer of Jacob Leonard is filed this day and the cause postponed until Friday of this week for hearing.

Afterward on the 20th day of February A.D. 1885, a Motion was filed with the Clerk of said Court which reads as follows, to-wit:-

Wm. Hall et. al.
vs.
P. B. Cole Admr. &c. et. al

In the Court of Common Pleas of Warren County, Ohio.
Motion to reform Plaintiffs Reply.

4315- Motion

And now comes the said defendant Jacob Leonard by his attorneys and moves the Court to strike from plaintiffs reply herein filed the following words, to-wit:- "The plaintiffs for further reply to said answer say that said Leonard advanced no money or thing as consideration for said note upon which he stood security and that he is not a bona fide purchaser thereof for value without notice in such sense as to be protected in the possession of a note of which the consideration failed as alleged in the plaintiffs petition" for the reason that said matter is redundant, irrelevant, immaterial, a conclusion of law, and in no sense a reply to the allegations of said defendant answer, or any part thereof.

Afterward on the 6th day of March A.D. 1885, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Wm. Hall and Simeon Hall, Plaintiffs
vs.
P. B. Cole Admr. of Estate of W. O. Dynes.
Jacob Leonard et. al. Defendants

Entry

4316- This day came on this cause to be heard by the Court, Whereupon the Court having heard the evidence and arguments of Counsel find that said lease was executed as alleged in said petition and said notes executed in consideration thereof and that the consideration of said notes wholly failed by reason of the death of said Wm. O. Dynes (before possession taken thereunder) ~~~ After the possession of all said premises had been taken by plaintiffs under said lease except the house and barn and yards in which the same were standing ~~~ That said plaintiffs have arranged for the payment of the 1st 2nd & 4th of the notes mentioned in said petition but has not made any arrangement as to the 3rd of said notes claimed by said Leonard and find that the 3rd of said notes is still in the hands of said Administrator. And a jury being waived by the parties hereto and this cause having been submitted to the Court on the pleadings, evidence and arguments of Counsel, Thereupon on consideration thereof the Court do find for said defendant Jacob Leonard and against the plaintiffs so far as the said note set forth in said Leonards answer is concerned. Thereupon the plaintiffs asked leave of the Court to amend their petition and dismiss the same so far as it relates to said 3rd note without prejudice to any of the rights of the plaintiffs in regard to said note and without prejudice to any of the rights of said Leonard and said Higgins and thereupon the Court granted said leave and the plaintiffs dismissed the action as to said Leonard and said Higgins without prejudice to any of the rights of plaintiffs and said Leonard and Higgins in every respect relative to said note and without prejudice to the plaintiffs rights to present the said claim against said Administrator in case they shall hereafter have arranged in regard to said note so as to have any rights against said estate in regard to said 3rd note to all of which the said

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Petition

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Leonard and Higgins objected and now except. Thereupon the Court further find that said 3rd note ought in equity to be delivered up by said Administrator and cancelled and that the plaintiffs by reason of said 1st 2nd & 4th notes have a legal claim against said estate for the sum of $1200.00 with interest on $400.00 from Dec. 24th 1882 and with interest on $400.00 from Dec. 24th 1883 and with interest on $400.00 from Dec. 24th 1883 when said 4th note becomes due and payable. It is further considered ordered and adjudged by the Court that said cause is dismissed without prejudice as to every respect as to said Leonard and Higgins and said 3rd note and that said Administrator deliver up and cancel said 3rd note and that said Administrator allow said $1200.00 and interest as aforesaid which is hereby adjudged as a valid claim against said estate and the costs of this proceeding so far as made on the issues relating to said 3rd note the plaintiffs are ordered to pay and as to the remaining costs the said Administrator is ordered to pay out of said estate and as to said note not due if said Administrator shall pay any dividend thereon such payment shall operate as a payment to the plaintiff to the same extent. To all of which said Leonard and Higgins excepts.

Attest J. Q. Bergener Clerk
By A. R. Bergener, 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 18th Judicial District of the State of Ohio on the 8th day of September in the year of our Lord, One Thousand Eight Hundred and Eighty Four.

Heretofore to wit: On the 15th day of November 1884 the following Petition was filed with the Clerk of said Court, to wit:

F. G. Ringold & Co.
vs.
Hartman & Gosnell & al
J. A. Gosnell. Defts

Petition

Court of Common Pleas Union County O.

465-0

I For first cause of action the Plaintiff says: that it is a partnership formed for the purpose of carrying on business in the State of Ohio. That the defendants Hartman & Gosnell is also a partnership formed for the purpose of carrying on business in this State. The Plaintiffs further say, that this cause of action is founded on a promisory note for the unconditional payment of money only of which the following is a copy, to-wit:

"$118.30 Cincinnati, Febmary 26th 1884 "

"Eight months after date we the subscribers, of "Peoria, County of Union, State of Ohio, promise to pay to the order "of F. G. Ringold & Co. One Hundred & Eighteen 30/100 dollars, payable "at the Bank of Marysville, O. with interest at the rate of 8% per "annum after maturity, and attorneys fees, if suit be instituted on this note. "

Hartman & Gosnell
J. A. Gosnell

There are no credits on said note and there is now due to the Plaintiff on said promisory note from the defendents the sum of One Hundred & Eighteen 30/100 dollars. which plaintiff claims with eight percent interest from the 26th day of October 1884

III. Second cause of action: The Plaintiff further says that this second cause of action is founded on a promisory note for the unconditional payment of money only of which the following is a copy with the Credits thereon, to-wit:

"$117.30/100 Cincinnatia. Feb. 26th 1884

" Six months after date we the subscribers of Peoria County of Union, State of Ohio promise to pay to the order of "F.G. Rhigold & Co. One Hundred & Seventeen dollars. Payable at "the Bank of Marysville O. with interest at the rate of eight "percent per annum after maturity and attorney fees if "suit is instituted on this note.

" Hartman & Gosnell

" J.A. Gosnell

On the above note last described is the following credit to-wit "Paid Seventy Two (72) dollars Sept. 13th 1884. There are no other credits on said note and there is now due to Plaintiff on said note from the defendants the sum of forty five & 46/100 dollars which plaintiff claims with interest at eight per cent from the 13th day of September 1884.

The Plaintiff therefore asks judgment against said defendants for the sum of One Hundred and Sixty three & 76/100 Dollars with interest at 8 percent on $118.30/100 from Oct. 26th 1884 and with interest at 8 percent of $45.46 from Sept. 13th 1884 and for such other relief as the case may demand.

Porter & Porter

Attys for Plaintiffs

John L. Porter being sworn makes oath that he is one of the attorneys for the Plaintiff in this action. That the action is founded upon written instruments for the payment of money only and such instruments are in possession of affiant as such attorneys. and that the facts stated in the foregoing petition are true as affiant believes

John L. Porter.

Sworn to by John L. Porter before me, and signed by him in my presence this 16th day of November 1884.

John B. Coats Probate Judge

Praecipe Clerk: Issue summons against defendants returnable according to law. Endorse: amount claimed $163.76 with interest on $118.30 from Oct. 26th 1884 at 8 percent.
And interest on $45.46 from September 13th 1884 at 8 percent.

Porter & Porter Attys for Pltff

Summons 463-8

Pltff's Return

Entry 4630

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On the 15th day of November A.D. 1884 a summons was issued by the Clerk of said Court which reads as follows to-wit:

Summons 465-8

The State of Ohio, Union County ss. To the Sheriff of the County of Union. Greeting: We command you to notify Hartmun and Gosnell and J.A. Gosnell that they have been sued by F.G. Ringgold & Co in the Court of Common Pleas of Union County, and that unless they answer by the 13th day of December A.D. 1884 the petition of said F.G. Ringgold & 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 24th day of Nov. A.D. 1884.

Witness my hand and the Seal of said Court this 15th day of Nov. A.D. 1884 at Marysville O.

Seal

John R. Burgner Clerk.
By W.M. Knight Deputy.

Endorsed: Amount Claimed $163.76, and interest as follows at 8 Percent: on $118.30 from Oct. 26th 1884, 8% on $45.46 from Sept. 13th 1884.

Porter & Porter Plff's Att'ys

Sheriff's Return

The State of Ohio, Union County ss. Received this writ Nov. 15th A.D. 1884 and pursuant to its command on the 24th day of Nov. A.D. 1884 I served the same by delivering to each of the within named Hartmun & Gosnell & J.A. Gosnell a true copy of this writ with endorsements thereon.

Service .60 Mileage $2.50 Copy .60 Total $3.20

John Hohensack Sheriff.

Afterward on the 15th day of December 1884 the following entry was made on the Journal of said Court.

Entry

F.G. Ringgold & Co
vs
Hartmun & Gosnell
J.A. Gosnell

465-8

This day came the plaintiffs by their attorneys and the defendants being in default for answer and demurrer, the Court find that the allegations of the petition are true, and that there is due the plaintiffs from the Defendants as in their petition alleged, the sum of One Hundred & Sixty five and 76/100 Dollars. It is therefore considered and adjudged that the plaintiffs recover from the Defendants the said sum of One Hundred and Sixty five & 76/100 Dollars, said judgment to bear interest at the rate of Eight per cent. and that plaintiffs also recover their costs herein expended at $

Attest John R. Burgner Clerk.

Pleas before Hon Honor John A Price, a 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 Tenth Judicial District of the State of Ohio on the day of in the year of our Lord one thousand eight hundred and eighty-four Heretofore, to-wit: On the 9th day of August A. D. 1884 a Petition was filed with the Clerk of said Court which reads as follows, to-wit-

Petition 45-72

Harmon Patrick, Plaintiff
vs.
Ira A. Robbins and Mary S. Robbins
Defendants

In Union County Court of Common Pleas.
Petition
The plaintiff says:
That the defendant-

First cause of action.
Ira A. Robbins is indebted to plaintiff in the sum of Two Hundred Dollars with interest from the 25th day of January A. D. 1883, on a promissory note of which the following is a copy:

" $200.00 Broadway O. January 25th 1883 "
" April 1st 1884 after date I promise to pay to the order of Harmon "
" Patrick Two Hundred Dollars, Value Rec'd with interest at six per cent. "
" signed I. A. Robbins. "

There are no credits or indorsements upon said note and no part thereof has been paid and there is now justly due plaintiff thereon from said defendant Ira A. Robbins the sum of Two Hundred Dollars with interest from January 25th 1883
Second cause of action:- There is due to the plaintiff from said Ira A. Robbins the sum of Twenty Dollars - Dollars upon a promissory note of which the following is a copy with all the indorsements thereon:-

" $154.00 Broadway Ohio, January 25th 1883.
" Sept. 1st 1883, after date I promise to pay to the order of Harmon "
" Patrick, One Hundred and Fifty Dollars, Value rec'd, with interest at "
" six per cent: signed I. A. Robbins. "

The following are the only indorsements on said note to-wit: Sept. 13th 1883 Paid on within note $34.00 Sept. 17th 1883, Paid on the within note $16.00. Oct. 3rd 1883 Paid on the within note $15.00, Feby. 8th 1884 Paid on the within note $10.00. April 7th 1884 Paid on within note $80.00

Third cause of action. At the time of delivering said notes and to secure the payment of the same the defendant Ira A Robbins with his wife May S. Robbins joining duly executed and delivered to plaintiff his mortgage deed conveying the following premises: Situate in the County of Union and State of Ohio and in the Village of Broadway, Being twenty-four feet (24) feet off the east side of in lot No Three (3) in said village of Broadway for a more definite description reference is made to the plat of said village of Broadway in the Recorders Office of said County. The said mortgage was conditional as follows, provided always that if said Ira A. Robbins shall pay or cause to be paid unto said Harmon Patrick the following notes: Note of One Hundred and Fifty Dollars due Sept. 1st 1883, with interest and note of Two Hundred Dollars due April 1st 1884, at six per cent interest as they become due then the mortgage to be void otherwise in full force. On the 29th day of January 1883, said mortgage was duly left with the Recorder of said County for record and was thereafter recorded in Book 20 Page 17 of his Records. Said mortgage deed has become absolute there is due the sums mentioned in the first two causes of action thereon and the condition has been broken. Said May S. Robbins

wife of said Ira
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Ira A. Robbe
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The State of
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facts stated
believes.

Sworn

Praecipe 45-72

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Entry 45-72

wife of said Era A. Robbins signed said mortgage and waived her right of dower in said premises. Plaintiff therefore asks judgment against said Era A. Robbins defendant in said sum of Two Hundred and Twenty Dollars with interest from the 25th day of January 1883, and that said mortgage may be foreclosed and said premises ordered to be sold and the proceeds applied to the payment of said judgment and that the sale may be made free of the dower of said May A. Robbins, and for all proper relief.

Cameron & Woodburn, Attys for Plaintiff.

The State of Ohio }
Union County, ss. }

Harmon Patrick Plaintiff being first duly sworn says the facts stated and allegations made in his foregoing petition are true as he verily believes.

Harmon Patrick.

Sworn to before me and signed in my presence this 9th day of August 1884
Frank K. Hamilton Notary Public.

Praecipe 4572 Clerk:-

Issue summons on within petition returnable according to law. Indorse; Suit to foreclose a mortgage and for judgment. Amt. claimed $220.00 with interest from January 25th 1883.

Cameron & Woodburn.

On the 9th day of August A.D. 1884, a Summons was issued by the Clerk of said Court which reads as follows:-

Summons 4572 The State of Ohio, } Summons
Union County, ss. } To the Sheriff of the County of Union, Greeting:-

We command you to notify Era A. Robbins and Mary S. Robbins that they have been sued by Harmon Patrick in the Court of Common Pleas of Union County, and that unless they answer by the 6th day of September A.D. 1884, the petition of said Harmon Patrick against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons, on the 18th day of August A.D. 1884. Witness my hand and the seal of said Court, this 9th day of August A.D. 1884.

Seal

J. D. Burgner, Clerk.
By W. M. Winget, Deputy.

Endorsed: An action for Foreclosure of Mortgage and for judgment. Amt Claimed $220.00 with interest from Janry. 25th 83. Cameron & Woodburn Plffs. Attys.

Aug. 14. 84 Said Writ returned once filed endorsed as follows, to-wit:-

Sheriffs Return
The State of Ohio, } Received this Writ August 9th A.D. 1884, and pursuant to its
Union County, ss. } command, on the 14th day of August A.D. 1884, I served the same by leaving at the usual place of residence of the within named Era A. Robbins and Mary S. Robbins a true copy of this Writ with endorsements thereon.

Service .45, Mileage 1.60, Copy .40, Total $2.45 — John Hoberaack Sheriff By D. D.

Afterwards, on the 6th day of October A.D. 1884, an Entry was made on the Journal of said Court which reads as follows, to-wit:-

Entry Harmon Patrick
vs.
Era A. Robbins et. al.

4572 Now comes the plaintiff by his attorneys and the

defendant-Ira A. Robbins and Mary S. Robbins being in default for answer and demurrer this cause came on for hearing on the petition and evidence pro consideration whereof the Court find that said Ira A. Robbins is indebted to the plaintiff upon the promissory notes mentioned in the petition in the sum of Two Hundred and Twenty Dollars and Eighty Cents including interest until the first day of this term of Court. It is therefore considered by the Court that the said plaintiff recover from the defendants Ira A. Robbins (impleaded herewith Mary S. Robbins) the said sum of Two Hundred and Twenty and 80/100 Dollars and his costs herein expended.

The Court further find that in order to secure the prompt payment of said notes the defendant Ira A. Robbins and Mary S. Robbins his wife executed and delivered to said plaintiff their certain mortgage as in the petition described and on the premises therein described, that said mortgage was duly recorded in Book 20 Page 17 of the records of mortgages of Union County and the same is the first and best lien on said premises. It is therefore considered and adjudged that unless the defendant Ira A. Robbins shall within two days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff herein the full amount of the sum found due as aforesaid with interest from the 8th of September 1884, the 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 Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

Harmon Patrick
as.
Ira A. Robbitte

Court of Common Pleas, Union County Ohio

Marysville, Oct. 24th 1884

Precipe 45-72

To the Clerk of said Court:-

Issue an Order of Sale in the above case, returnable according to law. Cameron & Woodburn Attys for Plaintiff.

On the 24th day of October A.D. 1884, an Order of Sale was issued by the Clerk of said Court which reads as follows, to-wit:-

Order of Sale

Order of Sale 45-72

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

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 6th day of Oct. A.D. 1884, in the cause of Harmon Patrick Plaintiff, and Ira A. Robbins and Mary S. Robbins Defendants said Harmon Patrick obtained a judgment or decree against the said Ira A. Robbins and Mary S. Robbins for the sum of Two Hundred and Twenty and 80/100 Dollars and $ costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Ira A. Robbins shall within 2 days from the 6th day of Oct. A.D. 1884, pay unto the said Harmon Patrick the said sum of Two hundred and Twenty and 80/100 Dollars with interest from 8th day of Sept. A.D. 1884, at the rate of 6 per cent. per annum, and to the Clerk of this Court the costs of this action herein, taxed to $ and in default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statute regulating judgements and executions at law, to sell the real estate described in plaintiffs petition &c: And whereas, the 2 days aforesaid have fully expired and the said sum of $220.80 with interest and costs have not been paid as aforesaid, as appears to us of record, You are therefore commanded to proceed

Sheriffs Return 45-72

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Sheriffs Sale 45-72

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and appraise, advertise and sell, as aforesaid, the following lands and tenements, to-wit: Situate in the Village of Broadway County of Union and State of Ohio, bounded and described, as follows: being twenty four (24) feet off the East side of the lot No three (3) in said Village of Broadway. For a more definite description, reference is made to the recorded plat of said Village of Broadway in the Recorders Office of said County.

We therefore Command you, that you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described real estate, under the statute regulating sales on Executions, and that you apply the proceeds of such sale in satisfaction of said judgment and decree with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you. Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville Ohio, this 24th day of Ohio A. D. 1884.

{Seal.}

J. R. Burgner, Clerk.

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

Sheriffs Return 4-5-72

The State of Ohio }
Union County, ss. }

Sheriff's Returns

In obedience to the command of the Order of Sale hereto annexed I did on the 25th day of October 1884, summon J. M. Smith, W. P. Husey and W. C. Welsh 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 25th day of October A. D. 1884, said appraisors 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 385 Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 28th day of October 1884 I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court House of said County on the 29th day of November 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 29th day of Nov. A. D. 1884, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, Not Sold for want of Bidders. — Sheriffs fees: Service .30, Levy .30, Summoning and Swearing Appraisers, Conveying Appraisers .50, Writing Appraisal .30, Copy of Appraisal .50, Notice to Printer, Writing Notice .30, Mileage 2.00, Total $5.30 Appraisers' Fees $3.00, Printers' Fees $3.50

J. Hohenseack, Sheriff

Afterward, on the 11th day of December A. D. 1884, the following Proof of Publication was filed with the Clerk of said Court, to-wit:-

Sheriffs Sale 4-5-72

Harmon Patrick
vs.
Ara C. Robbins et. al

In Order of Sale.
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, Ohio, I will offer at Public Sale at the north door of the Court House in Marysville, Ohio, on Saturday, November 29th 1884, at or about the hour of one o'clock p. m. the following

described real estate, to-wit: Situate in the village of Broadway, County of Union State of Ohio, and being known and described as being twenty four (24) feet off the east side of the East half of Lot No. three (3) in said village of Broadway. For a more definite description reference is made to the recorded plat of said village of Broadway in the Recorders Office of said County. Appraised at $353.00. Terms of sale Cash.

John Hohensack, Sheriff. Cameron & Woodburn, Attorneys

October 29th, 1884, 4 m. P of Sale.

Proof of Publication

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 on the October 29th 1884. H. C. Shearer.

Sworn to and subscribed before me, this 11th day of Dec. 1884

J. Q. Burgner Clerk

Afterwards, on the 24th of January A. D. 1885, the following Praecipe was filed with the Clerk of said Court, to-wit:-

Praecipe 43-72

Harmon Patrick Plff. vs. Ira S. Robbins et. al. Defts. } Court of Common Pleas, Union County, Ohio. Marysville, January 24th 1885.

To the Clerk of said Court:-

Issue Alias Order of Sale in the above case, returnable according to law.

Cameron & Woodburn Attys for Plaintiff.

On the 24th day of January A. D. 1884 an Order of Sale was issued by the Clerk of said Court which reads as follows, to-wit:-

Order of Sale 43-72

The State of Ohio, Union County, ss. } Order of Sale

To the Sheriff of said County, Greeting:-

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 6th day of Oct. 1884, Harmon Patrick obtained a judgment or decree against Ira S. Robbins for the sum of Two hundred and twenty and 8/100 dollars, and costs of suit: And whereas it was then and there by said Court ordered, adjudged and decreed that the said Ira Robbins within 2 days from the 6th day of Oct. A. D. 1884 pay unto the said Harmon Patrick the said sum of Two Hundred Twenty and 8/100 Dollars with interest from the 8th day of Sept. 1884 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 2 days aforesaid, have fully expired, and the said sum of $220.8[illegible] 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 24th day of Oct. A. D. 1884 the following lands and tenements were appraised, advertised and offered for sale, to-wit: Situated in the village of Broadway County of Union and State of Ohio, bounded and described as follows: Being twenty four (24) feet off the East side of in lot No three (3) in said village of Broadway. For a more definite description reference is made to the Recorded Plat of said Village of Broadway in the Recorders Office of said County.

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

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Proof of Publication 43-72

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above described under the appraisement had under the said former order of sale, to-wit: $385.00 and the money arising from said sale and your proceedings hereon, 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 hereof.

Witness my hand and seal of said Court at Marysville O this 24th day of Jan. A.D. 1885.

Seal

J. Q. Bergner Clerk.

Said Writ returned and filed endorsed as follows, viz: The State of Ohio Union Co. ss. In obedience to the command of the order of sale herein annexed, I did, on the 28th day of January 1885 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 28th day of February A.D. 1885 at 1½ 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 28th day of February A.D. 1885 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 Harmon Patrick who bid for the same the sum of Two Hundred and Fifty Seven Dollars, and said sum being two thirds of the appraised value thereof, and said Harmon Patrick being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Two Hundred and Fifty Seven Dollars. Sheriffs Fees:- Notice to Printer 30, Affidavit of Printer 30, Writing notice 30, Return 12, Total $1.02, Printers Fees $7.00

Marion Hopkins, Sheriff
By A. H. Goodwin, Deputy.

Afterward, on the 3rd day of March A.D. 1885 a Proof of Publication was filed with the Clerk of said Court which reads as follows, to-wit:

Proof of Publication

Harmon Patrick vs. Ira S. Robbins

On Order of Sale.
Court of Common Pleas, Union County, Ohio.

45-72

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, February 28th 1885, at or about the hour of o'clock P.M. on said day, the following described real estate, to-wit: Situate in the village of Broadway County of Union, State of Ohio, bounded and described as follows: Being twenty-four (24) feet off the East side of the Lot No three (3) in said village of Broadway. For a more definite description reference is made to the recorded plat of said village of Broadway in the Recorders office of said county. Appraised at $385.00 Terms of Sale-Cash. Marion Hopkins Sheriff of Union County. Cameron & Woodburn, Attorneys. Jan. 28th 1885 5w pf $9.00

The State of Ohio, Union County, ss.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the Marysville Tribune a news paper of general circulation in the County of Union, the first publication beginning with Janu 28th 1885.

W. O. Shearer.

Sworn to and subscribed before me, this 3rd day of March, 1885.

J. Q. Bergner Clerk

Afterwards on the 6th day of March A.D. 1885, an Entry was made in the journal of said Court which reads as follows, to-wit:

Entry

Hannon Patrick vs. Ira A. Robbins and Mary S. Robbins	Court of Common Pleas, Union County ss.

45:72

On motion of the plaintiff and on his producing the return of the Sheriff of the Sale made under the former order of this Court and the Court on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser Hannon Patrick by deed according to law the property so sold as described in the petition of the plaintiff, and the said purchaser is hereby subrogated to all the rights of the said lien holders in said premises so far as they may be joined herein for the protection of his title, and a writ of possession is awarded to put said purchaser in possession of said premises. It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof in the office of the Recorder of Union County. And the Court coming now to distribute the proceeds of said sale amounting to Two Hundred and Fifty Seven Dollars it is ordered that the Sheriff out of the money in his hands pay: First the costs of this action taxed at thirty Eight & 35/100 Dollars. Second to the plaintiff Hannon Patrick the balance of the purchase money Two Hundred and Eighteen and 35/100 Dollars to be applied as a credit upon his judgment against the defendant. And there still remaining due to said Hannon Patrick the sum of Seven and 87/100 Dollars it is considered that he recover the same from the defendant Ira A. Robbins and execution is awarded therefor.

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 Marysville within and for the County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the Eighth day of September in the year of our Lord one thousand eight hundred and eighty four.

Supplemental Record to Case Number 2662, Vol. 19 Page 518.

On the 12th day of March A.D. 1878, an 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. To the Sheriff of said County, Greeting:-

Whereas at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 4th day of March A.D. 1878, in the cause of George W. Yoakum Plaintiff, and Stephen Warner and others defendants, it was ordered, adjudged and decreed as follows to-wit: That unless the defendants Stephen Warner and Eliza Warner shall forthwith pay or cause to be paid to the Clerk of this Court the costs of this action and to the plaintiff the sum of $228.05 with

interest from Feb. 4th 1878, that an order issue to the Sheriff of said County directing him to sell the lands and tenements described in the plaintiffs petition as upon execution and bring the proceeds into Court for further order, to wit: Situate in the County of Union and State of Ohio and described as follows viz: Part of Survey No. 9876, Beginning at a stone at the South West corner of Harlow Tobys land in the center of the Marysville and Raymond Road, thence with said road S. 10 poles to a stone, thence Eastwardly 13 poles to a stone, thence N. 3 poles and 13 links to a stone in Harlow Tobys South line, thence West with said Tobys line 18 poles to the beginning, containing about ½ of an acre more or less.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville this 12th day of March 1878 W. W. Wright, Clerk.

{Seal}

Returned and filed endorsed as follows, to-wit:-

Sheriffs Return

State of Ohio, Union County ss.

In obedience to the command of the Order of Sale hereto annexed, I did on the 15th day of March 1878, summon Aaron Coleman, Matthew Lingel and Alfred Davis three disinterested freeholders of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward, on the 15th day of March A. D. 1878, said Appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at One Hundred and Seventy Five (175.-) Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas, of said County. And on the 20th day of March 1878, I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale at the door of the Court House of said County, on the 20th day of April A. D. 1878, at four 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 20th day of April A. D. 1878, at the time and place above mentioned, proceed to offer said lands and tenements at public sale at the door of said Court House, and then and there came George Yoakum who bid for the same the sum of two hundred and fifty-nine (259) dollars and said sum being more than two thirds of the appraised value thereof and said George W. Yoakum being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of two hundred and fifty-nine (259) dollars ~ Service 75; Levy 1.00 Summoning and Swearing Appraisers 1.50 Writing Appraisal 40, Copy of Appraisal 40, Notice to Printer 12, Affidavit to Printer 40, Writing Notice 30, Mileage 2.00, Return 25, Total $6.07, Appraisers Fees: 1.50 Printers Fees 9.00.

J. J. Miller Sheriff.

April 30th 1878, the following Proof of Publication was filed with the Clerk of said Court viz:

Proof of Publication

George W. Yoakum
vs.
Stephen Warner, et. al.

2662

Sheriffs Sale
Common Pleas Court, Union County, Ohio
Order of Sale

By virtue of the above stated writ from said Court to me directed, I will offer at public sale at the door of the Court House in Marysville, Ohio at or about one o'clock P. M. on Saturday, April 20th 1878, the following property, to wit:- Situate in the County of Union and State of Ohio, and described as follows: Part of Survey No. 9876, beginning at a stone at the south west corner of Harlow Tobys land in the center of the Marysville and Kenton road; thence with the said Tobys line south 10 poles to a stone; thence eastwardly 13 poles to a stone; thence north 3 poles and 13 links to a stone in Harlow Tobys south line; thence west with said Tobys line 15 poles to the beginning, containing about two thirds of an acre, more or less. Appraised at $176.00. Terms of sale, cash on the day of sale. J. J. Miller, Sheriff of Union County, Ohio
March 20th 1878, $2.87 J. L. Cameron, Attorney for Plaintiff

Sheriffs Return

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 20th 1878 W. O. Shearer

Sworn to and subscribed before me, this 30th day of April 1878
W. M. Winget Clerk.

Afterward on the 6th day of May A. D. 1884, an Entry was made on the journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

George W. Yoakum
vs.
Stephen Warner et. al.

Court of Common Pleas, Union County, ss.

2662

This day this cause came on to be heard upon the motion for a new appraisement herein and the Court being fully advised in the premises sustains said motion and a new appraisement is hereby ordered.
July 18th 1884

Praecipe

To Clerk: Issue an Order of Sale in the above case returnable according to law.
J. L. Cameron, Atty for Plaintiff

Accordingly on the 18th day of July A. D. 1884, an Order of Sale was issued by the Clerk of said Court which reads as follows, to-wit:-

Order of Sale

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

Whereas, at a term of the Court of Common Pleas held at Marysville in and for said County, on the 4th day of March A. D. 1878, in the cause of George W. Yoakum Plaintiff, and Stephen Warner et. al. Defendants, it was ordered, adjudged and decreed as follows, to-wit:- that unless the said defendants Stephen Warner and Eliza Warner shall forthwith pay or cause to be paid to the Clerk of this Court the costs of this action and to the Plaintiff the sum of $228.00 with interest from Feb. 4th 1878 that an order issue to the Sheriff of said County directing him to appraise, advertise and sell according to law the following described lands and tenements to-wit:- Situate in the County of Union and State of Ohio and described as follows, viz: Being part of Survey No. 9876 Beginning at a stone at the South West corner of Harlow Tobeys land in the center of the Marysville and Kenton Road, thence with said road South 10 poles to a stone: thence Eastwardly 13 poles to a stone, thence N. 3 Poles and 13 links

Order of Sale
2662

Notice of Publication
2662

to a stone in Harlow-Tobeys South line; Thence West with said Tobeys line 8 poles to the beginning, containing about 2/3 of an acre more or less.

We Therefore Command You, That you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described real estate, under the Statute regulating sales on Executions, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you. Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court at Marysville Ohio this 18th day of July A.D. 1884.

{Seal}

J. Q. Bongener Clerk.

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

Sheriffs Return

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 24th day of July 1884, summons Matthew Longrel Isco. Miller I. M. Wallenaw, three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements herein described, and afterward, on the 24th day of July 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 Ninety Two 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 day of — 188-, 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 6th day of September 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 6th day of September A.D. 1884 at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came Delford Sharp who bid for the same the sum of $85.00 And said sum being more than two thirds of the appraised value thereof and said Delford Sharp 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 $85.00

Paid Clerk Bongener $50.12. Retained my fees $7.00, Taxes $6.25, J. P. Cameron fees $9.00 - Perkins fees $7.00. Afpes. fees $3.00

John Hobensack Sheriff

Afterwards on the 8th day of Sept. A.D. 1884, the following Proof of Publication was filed with the Clerk of said Court, to-wit:-

Notice of Publication

George W. Brackman
vs.
Stephen Warner, et. al.

2662

Sheriffs Sale
On Order of Sale

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, Ohio, I will offer at public sale at the north door of the Court-house, in Marysville, Ohio, on Saturday

August 30th, 1884, 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, viz: Being part of Survey No. 2526 beginning at a stone at the south west corner of Harlow Tobeys land in the center of the Marysville and Kenton road; thence with said road south 10 poles to a stone; thence easterly 13 poles to a stone thence north 3 poles and 13 links to a stone in Harlow Tobeys south line; thence with said Tobey's line 18 poles to the beginning, containing about two-thirds of an acre, more or less.
Appraised at $92.00 Terms of sale, cash
July 30, 1884 - one-fifth $9.00
John Hobensack, Sheriff
J. D. Burgner, 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 July 30th 1884.
W. O. Shearer
Sworn to and subscribed before me, this 8th day of Sept. 1884
J. D. Burgner Clerk.

Afterwards on the 11th day of December A.D. 1884, an Entry was made in the Journal of Court which reads as follows, to-wit:-

Entry
George W. Yoakum
vs.
Stephen Warner et. al.
} Court of Common Pleas, Union County, Ohio

2662 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 respect 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 Dilford Sharp by deed according to law the property so sold. Coming now to the distribution of the proceeds of said sale amounting to eighty-five dollars - It is ordered that the Sheriff pay first to the Treasury of this County the taxes and penalties against the said property amounting to $ Second, to the Clerk of this Court the costs of this action amounting to $ Third, that he pay the balance towards discharging the said plaintiffs lien

Attest - J. D. Burgner, Clerk.
By A. R. Burgner, 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 14th day of April in the year of our Lord one thousand eight hundred and eighty four. Heretofore, to-wit:-

On the 5th day of April A.D. 1884, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition
45-15-
C. Houston and A. J. Whitney, Plaintiff
vs.
Nancy A. Mc. Hadden and Hugh Mc. Hadden Defendant
} Court of Common Pleas
Union County, O.
The plaintiffs say:-

That on the 25 day of March 1882 the defendant Nancy A. & Hugh M.c Faddis husband and wife, made and delivered to the plaintiffs their four promissory notes of that date and thereby promised to pay to the order of the plaintiffs $750.00 1st April 1883 $465.00 April 1. 1884 - $450.00 April 1. 1885 & $450.00 April 1. 1886 all of said notes to draw 6% int. from date - Interest payable annually and 8% int after maturity - the first note due April 1. 1883 has been paid (copies of said last three notes are hereby attached marked "A" "B" & "C") 2nd On said 25th day of March 1882, said Nancy A. & Hugh M.c Faddis to secure the payment of said notes executed and delivered to said plaintiffs their mortgage deed of that date and thereby conveyed to plaintiff their heirs and assigns the following premises situate in Liberty Township Union County, Ohio, being part of U.S.M. Surveys Nos. 12400 - 12403 - 12393 - and 12413 and bounded and described as follows: - Beginning at a sugar tree beech and ash easterly corner to Richard Dorseys Survey No. 12282, thence S. 83° E. 130 poles to a beech, hickory and ironwood; thence S. 5 2° W. 124 poles to an Elm, Sycamore and Hickory; thence N. 38° W. 130 poles to two sugar trees and a beech in the line of said Dorseys Survey: thence with said line N. 5 2° E. 124 Poles to the beginning containing One Hundred acres, the conditions contained in said mortgage deed was in substance if said defendants should pay said note and interest when due then these presents to be void, otherwise to be and remain in full force and virtue in law. On the 24th day of April 1883 said defendants conveyed 40 acres off the North East side of said above described premises to William Ballinger and plaintiffs released said mortgage so far as it affected said 40 acres so sold. 3rd On said 25th day of March A. D. 1882, said mortgage deed was (at 4 o'clock P. M. of that day) filed with the Recorder of said County for record and was by him recorded April 5th 1882 in Record of Mortgages Vol 18th Page 349 4th Said deed has become absolute, there is now due from defendants to the plaintiffs on said indebtedness the sum of Four Hundred and Sixty five Dollars with interest on Thirteen Hundred and Sixty Dollars from March 25th 1883 and interest at 8% on $465.00 of said amount from March 25th 1884. 5th Plaintiffs therefore ask judgment against said defendants for said sum of Four Hundred and Sixty-five Dollars, with 6% interest on Thirteen Hundred and Sixty Dollars from March 25th 1883 interest payable annually and 8% int. on Four Hundred and Sixty-Five Dollars of said sum since March 25th 1883, and that said mortgage may be foreclosed and said premises ordered to be sold and the proceeds applied in satisfaction of said indebtedness and for all proper relief.

A. T. Carpenter, Atty for Plaintiffs

The State of Ohio
Union County ss. } A. J. Whitney the above named plaintiffs being sworn says that the facts stated and allegations contained in the 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 5th day of April A. D. 1884.

J. Q. Bruggner, Clerk.

To Clerk:-

Issue summons upon the above petition returnable according to law, Indorse "Amt. claimed $465.00 @ 6% int. on $1360. payable annually from March 25th 1883 & 8% int. on $465.00 of said Amt. since March 25th 1884 and foreclosure of mtg."

A. T. C.

Apr. 5th 1884, The following summons issued by Clerk of said Court.

Summons

4-5-14

The State of Ohio } Summons in Action for Money Only.
Union County, ss. } To the Sheriff of the County of Union Greeting:

We command you to notify Nancy Mc. Hadden and Hugh Mc. Hadden that they have been sued by C. Hoover and A. J. Whitney in the Court of Common Pleas of Union County, and that unless they answer by the 3rd day of May A. D. 1884, the petition of said plaintiffs against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 14th day of April A. D. 1884. Witness my hand and the seal of said Court, this 5th day of April A. D. 1884.

Seal

J. L. Bumgarner, Clerk.

Endorsed:- Foreclosure of Mortgage. Amount claimed $465.00 and interest as follows: 6% on $136.00 payable annually from March 25th 1883 and 8% on $465.00 of said amount from March 25th 1884.

A. T. Carpenter Plaintiffs Atty.

Said Writ returned and filed Apr. 14th 1884, endorsed as follows, to-wit:-

The State of Ohio,
Union County ss.

Sheriff's Return.

Received this Writ April 5th A.D. 1884. And for return to its command on the 14th day of April 1884 I served the same by delivering to each of the within named Nancy Mc. Hadden and Hugh Mc. Hadden a true copy of this writ with endorsement thereon — Service .75, Mileage 2.00 Disb. .40 Total $2.80

John Habegger Sheriff U. C. O.

Afterward on the 4th day of May A. D. 1884, an Entry was made on the Journal of said Court which reads as follows, to-wit:

C. Hoover & A. J. Whitney
vs.
Nancy A. Mc. Hadden & Hugh Mc. Hadden

Court of Common Pleas,
Union County,
Ohio.

And now come the said C. Hoover and A. J. Whitney by A. T. Carpenter their attorney and the said defendants still failing to answer or demur to said petition it is considered that said plaintiffs are entitled to an account of the money due them in the premises and the Court after hearing the evidence do find that there is due to the said plaintiffs on the note and mortgage in said petition described the sum of Five Hundred and Forty-nine Dollars ($549.00) with 8% interest from April 14th 1884 the first day of the present term of this Court. It is therefore considered by the Court here that the plaintiffs recover of the said defendants the said sum of Five Hundred and Forty-nine Dollars, the sum so found due as aforesaid and also their costs taxed to $.

And it is further ordered and adjudged that in case the said defendants fail for ten days from this date (May 15th 1884) to pay the said plaintiffs the said sum of Five Hundred and Forty-nine Dollars so as aforesaid found due with costs of suit an order issue to the Sheriff of said County commanding him to cause the said lands and tenements in said petition described to be appraised, advertised and sold according to law and apply the proceeds of said sale in satisfaction of the said sum so found due with costs of suit.

Attest- J. L. Bumgarner Clerk.
By A. R. Bumgarner, 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 Marysville within and for the County of Union of the Third Subdivision of the Tenth Judicial District of Ohio, on the Eighth day of September in the year of our Lord one thousand eight hundred and eighty four. Hereafter to wit:-

On the 12th day of December A.D. 1884, the following Petition, Answer and Entry of Cognovit were filed with the Clerk of said Court, to wit:-

Petition and Answer in Cognovit

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

C. Aultman & Co. Plaintiffs

Petitions vs.

Wilson Brown & Catharine Brown Defendants. } Petition

Civil Action for Money Only

7661

The plaintiffs say they are an incorporated company duly incorporated under the laws of Ohio, and that they are doing business in the State of Ohio, under the incorporated name of C. Aultman & Co. that the above named Plaintiffs say that there is due to them from Wilson Brown and Catharine Brown Defendants, on a promissory note made by the defendants Wilson Brown and Catharine Brown dated the 1st day of September A.D. 1882, which note with the warrant of Attorney thereto annexed, is hereto attached, the sum of Two Hundred and Fifty Dollars, with interest thereon at 8 per cent from the 1st day of September A.D. 1884. The plaintiffs further say that they are the legal owners and holders of said note that the same is due and unpaid. Wherefore the plaintiffs ask judgement against said Defendant for the sum of Two Hundred and Fifty Dollars with interest at 8 per cent from the 1st day of September A.D. 1882. T. B. Benton Atty for Pltfs

The State of Ohio, }
Union County, ss. } T. B. Benton says he is the duly authorized attorney of C. Aultman & Co. the above named plaintiffs and 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 doing business in the State of Ohio

T. B. Benton.

Subscribed by T. B. Benton in my presence, and sworn to by him before me, this 12th day of December A.D. 1884.

J. Q. Burgner, Clerk of Courts

Marysville, Ohio; Sept. 1st 1882

" $250.00 "

" On or before the first day of October 1883, for value received we or " "
" either of us promise to pay to the order of C. Aultman & Co. " "
" Canton Monitor Engine No. 10, or the undersigned, of Union Township " "
" County of Union State of Ohio, promise to pay to the order of C. Aultman & Co. " "
" (an Incorporated Company under the General Laws of the State of Ohio) of " "
" Canton, Ohio, Two Hundred and Fifty Dollars, payable at the office of Farmers " "
" Bank Marysville, 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. And we 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 we 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 of process, and confess a judgement against " "
" us or either or any of us, in favor of the holder hereof for the amount- " "

Received for Record

"their appearing due, together with costs of suit, and thereupon to release all errors and "
" waive all right of appeal and exemption. "
" Walter Curtis "
" Union Co, State of Ohio, "

Wilson Brown his x mark (Seal) "
Catharine Brown (Seal) "

Answer

C. Spitlemire & Co., Plaintiffs
vs.
Wilson Brown & Catharine Brown, Defendants

In Court of Common Pleas.
Union County, ss.
Defendants Answer.

4661

And now come Wilson Brown and Catharine Brown the above named Defendants by the undersigned their attorneys and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiffs petition, and against the above named defendant, for the sum of Two Hundred and Ninety Dollars and 95/100 Cents the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendant for costs of this action, and all errors are hereby released and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived. December 12th A. D. 1884

E. M. Porter Atty for Def't.

Entry

C. Spitlemire & Co.
vs.
Wilson Brown & Catharine Brown

Court of Common Pleas, Union County ss.

4661

This day came the plaintiff by T. B. Benton Attorney, and thereupon came E. M. Porter one of the Attorneys of Record of this Court who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney confess that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition, the sum of $290 94/100 It is therefore considered that said plaintiff do recover of said defendant the said sum of $290. 94/100 as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8% per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest- J. L. Burgner, Clerk
By A. R. Burgner, Deputy

Petition

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vs.
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Pleas before his Honor John A. Price judge of the Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub Division of the Tenth Judicial District of the State of Ohio, on the 3d day of September in the year of our Lord one thousand eight hundred and eighty four. Be-it-fore, to-wit:- On the 8th day of April 1884, the following petition was filed with the Clerk of said Court, to-wit:-

R. A. Hall, Plaintiff

Petition — vs. — Common Pleas Court, Union County, Ohio

W. H. Rosebrook, Defendant.

4477

This cause comes into this Court on appeal from the docket of Esquire N. M. Baldwin Justice of the Peace in and for said County.

1st. First Cause of Action: Said plaintiff says there is due him from said defendant on a certain promissory note a copy which is hereto attached and filed herewith the sum of ($81.50) Eighty One Dollars and 50/100

2nd Second Cause of Action. Said plaintiff further alleges that there is due him from said defendant on another certain promissory note a copy of which is hereto attached and filed herewith, the sum of $29.16/100 Twenty nine and 16/100 Dollars.

3rd Third Cause of Action: Said plaintiff further says there is due him from said defendant the sum of ($86.00) Eighty Six Dollars as follows, to-wit:- That on or about the first day of March A.D. 1883 said defendant entered into an agreement with said plaintiff by which said defendant was to have a number of acres of said plaintiffs land to plant in corn for which said defendant agreed to pay four dollars per acre for all lands so used and said defendant was also to have said plaintiffs dwelling house, garden, barn and about eight acres of orchard and pasture lands (being about 3 acres of orchard) said defendant to have said house, barn, garden and pasture and orchard lands for a term of seven months from the first day of April 1883, for which said defendant agreed to pay the sum of five dollars per month. Said plaintiff further alleges that said defendant used for corn fourteen acres of said plaintiffs land and further says said defendant used and occupied said house, garden, barn, orchard and pasture land for a term of six months and that there is now due and unpaid for the use of said corn land and for the use of said house, garden, pasture and orchard lands the sum of ($86.00) and interest at 6% per annum from October A.D. 1883.

4th Fourth Cause of Action: Said plaintiff further says there is due him from said defendant the sum of ($5.00) Five Dollars for this: That said defendant used and worked said plaintiffs sugar camp for the use of which said defendant was to give said plaintiff three half of all the molasses made. Plaintiff further alleges that said defendant made ten galons of molasses and that said defendant is now indebted to said plaintiff for plaintiffs share of said molasses, no part of which has been paid, the sum of $5.00 which is now due and unpaid. Therefore plaintiff prays judgment for the sum of ($200.50) Two Hundred 50/100 Dollars and interest from the 1st day of April A.D. 1884.

W. T. Hughes, Attorney.

State of Ohio
Union County, ss.

R. A. Hall being duly sworn says he is plaintiff in the foregoing petition and that the matters and facts therein set forth are true as he believes

R. A. Hall.

Sworn to before me and signed in my presence this 12th day of April A.D. 1884
J. R. Bruguier, Clerk.

Afterwards on the 4th day of June A.D. 1884, the following Entry was made on the Journal of said Court, to wit:-

Entry
4477

R. A. Hall Plaintiff
vs.
W. H. Rosebrook Defendant.

In Union Common Pleas
April Term, 1884

This day came the defendant herein and asked and obtained leave of Court to file Answer in the above entitled cause within thirty days, from the rising of the Court and this cause continued

Afterwards on the 13th day of December A.D. 1884, the following Entry was made in the Journal of said Court, to-wit:-

Entry
4477

R. A. Hall, Plaintiff
vs.
W. H. Rosebrook, Defendant

Court of Common Pleas, Union County, O

Now comes the plaintiff herein by his attorney and the defendant being in default for Answer or demurrer, the Court hearing the evidence finds there is due the plaintiff R. A. Hall from the defendant W. H. Rosebrook the sum of $200.66/100 with interest at 6% from the 14th day of April 1884. It is therefore considered by the Court that the plaintiff recover of the defendant the sum of $208.66 and his costs herein expended taxed to $ with 6% int from this date.

Attest J. R. Bruguier, Clerk.
By A. R. Bruguier, 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 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 Eighteenth day of May in the year of our Lord one thousand eight hundred and eighty-five. Heretofore, to-wit:- On the 16th day of May A.D. 1885 the following Petition was filed with the Clerk of said Court, to-wit:-

Petition
4834

The Wm. Connick Harvesting Machine Company, Plaintiff
vs.
S. M. Loveland, Defendant

Court of Common Pleas
Union County, ss.

Plaintiff says: that it is an incorporated company duly incorporated under the laws of the State of Illinois and it is also successor to the Firm of W. H. Wm. Connick & Bro. and are the legal owners of the promissory notes herein after set forth having paid therefor a full fair and valuable consideration therefor.

I. Plaintiff further says that its first cause of action is founded upon a promissory note of which the following is a copy:

" $100.00 Chicago, Ill. July 1st 1873.

" On or before the first day of Oct. 1874, for value received the undersigned promise to pay to W. H. Wm. Connick & Bro or order at their office in the city of Chicago Illinois one hundred dollars with

" interest at 6
" per annum
" collection,
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II. Second Cause
upon a promise
" $100.00
" Upon
" promise to pay
" was due the
" year as above
" that the
" amount
there is due
this defendant
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To Clerk:-
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" interest at 6 per cent per annum from July 1st year as above, ten per cent "
" per annum after maturity. It is also stipulated that should the "
" collection of this note be enforced by law a reasonable amount shall be "
" allowed the holder as Attorneys fee. S. C. Loveland "

There is due and remaining unpaid upon said note in said first cause of action set forth the sum of one hundred dollars which plaintiff claims with interest at six per cent from July 1st 1873 to October 1st 1874 and ten per cent per annum from the last mentioned date.

II. Second Cause of Action: Plaintiffs say their second cause of action is founded upon a promissory note of which the following is a copy:

" $100.00 Chicago Ill. July 1st 1873
" On or before the first day of Oct 1873 for value received the undersigned "
" promise to pay to C. H. McCormick or order at their office in the city of Chicago Ill. "
" one Hundred Dollars with interest at 6 per cent per annum from July 1st "
" year as above, ten per cent per annum after maturity. It is also stipula "
" ted that should the collection of this note be enforced by law a reasonable "
" amount shall be allowed the holder as attorneys fees. "S. C. Loveland".

There is due and remaining unpaid upon said second cause of action from the defendant to the plaintiff the sum of one hundred dollars with int at 6 per cent per annum from July 1st 1873 to October 1st 1874 and ten per cent from Oct. 1st 1874. Plaintiff therefore prays judgment for two hundred dollars with int on one hundred from July 1st 1873 to October 1st 1874 and ten per cent per annum from the last-named date and interest at rate of six per cent per annum on one hundred dollars from July 1st 1873, to October 1st 1874 and ten per cent from last-named date. Robinson & Piper Attorney for Plff

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 the McCormick Harvesting Machine Company, duly authorized in the premises, that the above pleading is of the McCormick Harvesting Machine Company is founded upon an instrument for the payment of money only and is now in possession of this affiant and that the facts stated and allegations in the foregoing pleading of the McCormick Harvesting Machine Company are as affiant believes true

L. Piper

Sworn to before me by L. Piper and by him subscribed in my presence this 16th day of May 1885. J. D. Burgner, Clerk. [illegible]

Praecipe 4834 To Clerk:-

Issue summons upon the foregoing petition of the McCormick Harvesting Machine Company directed to Sheriff of Union County Ohio for S. C. Loveland. Endorse. Amount claimed $200.00 with int on $100.00 from July 1st 1873 to Oct. 1st 1874 and ten per cent from that date also six per cent on one hundred dollars from July 1st 1873 to October 1st 1875 and ten per cent per annum from that date.

Robinson & Piper Attorneys for Plaintiffs

On the 16th day of May 1885 a Summons was issued by the Clerk of said Court which reads as follows to-wit:-

Summons 4834 The State of Ohio } Summons in Action for Money Only.
Union County, ss } To the Sheriff of the County of Union Greeting:-
We command you to notify S. C. Loveland that

he has been sued by The Wm. Dorrnick Machine Company in the Court of Common Pleas of Union County, and that unless he answers by the 13th day of June A.D. 1885, the petition of said The Wm. Dorrnick Harvesting Machine 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 23rd day of May A.D. 1885.

[Seal] Witness my hand and the Seal of said Court, this 16th day of May A.D. 1885, at Marysville, Ohio. J. Q. Burgner, Clerk.

Endorsed: Money Only. Amount claimed, $200.00 and interest as follows, at 6 per cent per $100.00 from July 1st 1873 to Oct. 1st 1874 and ten per cent from that date 6% on $100.00 from July 1st 1873 to Oct 1st 1874 and ten per cent per annum from that date.

Robinson & Piper Plaintiff's Att'ys

Said Writ returned and filed May 23rd 1885 endorsed as follows, to-wit:

Sheriff's Return

The State of Ohio } Sheriff's Return
Union County, ss. } Received this Writ May 18th A.D. 1885, at 9 o'clock A.M. and pursuant to its command, on the 23rd day of May A.D. 1885, I served the same by leaving at the usual place of residence of the within S. C. Loveland a true copy with endorsements thereon. — Service, 30, Mileage 144 Copy 20, Total $1.94/100

W. Hopkins, Sheriff. By A. H. Gs. Deputy

Afterward, on the 17th day of June A.D. 1885, an Entry was made on the Journal which reads as follows, to-wit:-

Entry 4834

The Wm. Dorrnick Harvesting Machine Company, Plaintiff vs S. C. Loveland, Defendant — Money Only.

Now comes the plaintiff by its attorneys and the defendant being in default for answer and demurrer, the Court find that the allegations of the petition are by him confessed to be true and that he is indebted to the plaintiff in the sum of ($432.58/100) with interest at 10 per cent from June 17th 1885. It is therefore considered by the Court that the said plaintiff The Wm. Dorrnick Harvesting Machine Company recover from the said defendant S. C. Loveland the said sum of $432.58/100 and its costs herein expended taxed to $

Attest J. Q. Burgner, Clerk.
By A. R. Burgner, 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 eighteenth day of May in the year of our Lord one thousand eight hundred and eighty five. Heretofore, to-wit:-

On the 9th day of May A.D. 1885, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition 4826

Emma Hellen Hollingsworth, Plaintiff vs. Allen Sharp & W. H. Geary Defendants } Court of Common Pleas, Union County, Ohio. Plaintiff says defendants are

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indebted to her on a promissory note of which the following is a copy with all credits and indorsements, to-wit:- " Marysville Ohio March 1st 1878 "
" One day after date for value received we or either of us promise to pay E. M. "
" Lyons or bearer the sum of One Hundred and Eight Dollars with interest at "
" eight per cent interest. Allen Sharp "
" W. H. Geary "
Indorsed as follows: "$35.00 Aug. 18th 1881. Paid on thirty five dollars" Also- Pay Emma Hellen Hollingsworth or order (without recourse) John M Broderick Admr. with will annexed of Charles M. Lyons deceased. Where is due plaintiff from defendants the sum of $133.60 on said note for which she asks judgment with interest at 8 % from the 9th day of May 1885.

W. T. Hoopes Atty for Plaintiff

State of Ohio } W. T. Hoopes being duly sworn says he is the attorney of the
Union County ss. } plaintiff duly authorized herein, that the above pleading is founded upon a written instrument for the payment of money, which instrument is now in affiants possession and that the facts stated in the above pleading are as affiant believes true.

W. T. Hoopes.

Sworn to before me and signed in my presence this 9th day of May 1885

J. Q. Burgner Clerk Seal

Praecipe

Emma Hellen Hollingsworth
vs.
Allen Sharp & W. H. Geary

} Court of Common Pleas, Union County, Ohio

4826

To Clerk of said Court: Issue summons on the above parties indorsed Action for money only, Amt. claimed $133.60 with interest at 8 % from the 9th day of May, 1885.

W. T. Hoopes Plaintiffs Attorney

On the 9th day of May A. D. 1885, the following Summons was issued by the Clerk of said Court, to-wit:-

Summons

The State of Ohio
Union County, ss } Summons in Action for Money Only

To the Sheriff of the County of Union Greeting:

4826

We command you to notify Allen Sharp and W. H. Geary that they have been sued by Emma Hellen Hollingsworth in the Court of Common Pleas of Union County, and that unless they answer by the 6th day of June A. D. 1885, the petition of said Emma Hellen Hollingsworth against them filed in the Clerks office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 18th day of May A. D. 1885.

Witness my hand and the Seal of said Court, this 9th day of May A. D. 1885 at Marysville, O. J. Q. Burgner, Clerk.

Seal

Indorsed: Money Only. Amount Claimed, $133.60 and interest as follows, at 8 per cent from May 9th 1885.

W. T. Hoopes Plffs Atty.

Said Writ returned and filed May 8th 1885, endorsed as follows, to-wit:

Sheriffs Return

Sheriffs Return

The State of Ohio
Union County, ss. } Received this Writ May 11th A. D. 1885, at 9 o'clock A. M. And pursuant to its command, on the 14th day of May A. D. 1885 I served the same by handing the within W. H. Geary a true copy with endorsement thereon. The within Allen Sharp not found in the County- Service 35 Mileage .80, Copy .40, Total $1.50

W. Hopkins Sheriff
By A. H. Woodruff, Deputy

Afterwards on the 17th day of June A.D. 1885 an Entry was made on the Journal of said Court which reads as follows, to-wit:-

Entry — Emma A. Hollingsworth Plaintiff vs Allen Sharp & W. H. Geary Defendants — Court of Common Pleas.

4826

This day came the plaintiff by its attorney and the defendants being in default for answer or demurrer, the Court find the allegations of the petition are confessed by the said defendants to be true, and that the said defendants are indebted to the plaintiff in the sum of $133.50 principal and $1.00 which the Court finds due as interest thereon to the 17th day of June 1885. It is therefore considered and adjudged by the Court that the plaintiff recover of the defendants the sum of $134.50 with 8 % int from June 17th 1885; and her costs herein taxed at $

Attest J. R. Burgner, Clerk.
By A. R. Burgner, Deputy

Pleas before His Honor Caleb A. Norris 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 Sub-Division of the Tenth Judicial District of the State of Ohio, on the Eighteenth day of May in the year of our Lord, one thousand eight-hundred and eighty-five. Heretofore, To-wit:- On the 17th day of April A.D. 1885, the following petition was filed with the Clerk of said Court, to-wit:-

Petition — David Mulford, Plaintiff — Against — O. W. Leeper, Defendant — Court of Common Pleas, Union County, Ohio.

4808

The plaintiff says: That this action is founded upon a promissory note, for the unconditional payment of money only of which the following is a copy, to-wit:

" $121.45/100 June 16th 1881 "

" On or before the 1st day of December 1881, I promise to pay to David Mulford "
" or bearer the sum of One Hundred and Twenty-One 45/100 ($121.45/100) Dollars with "
" interest at eight per cent yearly from March 8th 1881 till paid -- value received "
"

(Signed) O. W. Leeper "

On said promissory note there are the following payments and credits, to-wit "March 3rd 1883, $40.00; January 17th 1884, $15.00;" No other payments have been made. There is now due to the plaintiff and remaining unpaid from the defendant on said promissory note, the sum of $92.77 with interest at eight per cent from January 17th 1884 (amounting to $102.03 on April 17th 1885)

The plaintiff therefore asks judgment against the defendant upon said promissory note for the sum of Ninety two and 77/100 Dollars, with interest at eight per cent from the 17th day of January 1884, and for other proper relief

Porter & Porter Attorneys for Plaintiff.

State of Ohio, Union County, ss. } E. V. Porter being sworn makes oath that he is one of the attorneys for the plaintiff in this action duly authorized in the premises that this action is founded upon a written instrument for the payment of money and such instrument is in the possession of affiant as such attorney

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affiant further makes oath that the facts stated in the foregoing petition are true as he believes.

E. W. Porter

Sworn to by E. W. Porter before me and signed by him in my presence this 17th day of April A.D. 1885.

J. Q. Burgner Clerk [Seal]

Precipe 4808

To the Clerk:-

Issue summons against the defendant, O. W. Leeper, returnable according to law. Indorse "Amount claimed $92.77 with interest at eight per cent. from the 17th day of January 1884" Porter & Porter Attys for Plaintiff.

On the 17th day of April A.D. 1885, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons

The State of Ohio } Summons in Action for Money Only
Union County, ss } To the Sheriff of the County of Union, Greeting:-

4808

We command you to notify O. W. Leeper that he has been sued by David Mulford in the Court of Common Pleas of Union County, and that unless he answers by the 16th day of May A.D. 1885, the petition of said David Mulford against him filed in the Clerks office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 27th day of April A.D. 1885.

Seal Witness my hand and the seal of said Court, this 17th day of April A.D. 1885 at Marysville, O. J. Q. Burgner Clerk.

Endorsed: Money Only: Amount claimed, $92.77 and interest at 8 per cent from January 17th 1884. Porter & Porter Attys for Plaintiff.

Said Writ returned and filed Apr. 27th 1885, endorsed as follows, to-wit:-

Sheriffs

The State of Ohio } Sheriff's Return
Union County, ss. } Received this Writ April 18th A.D. 1885 at 12 o'clock M.

Return

and pursuant to its command, on the 23rd day of April A.D. 1885 I served the same by leaving at the usual place of residence of the within named defendant a true copy of this writ with endorsements thereon, Service .30, Mileage 1.60, Copy .20, Total $2.10

W. Hopkins Sheriff
By A. M. Goodwin Deputy

Afterward on the 3rd day of June A.D. 1885, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

David Mulford, Plaintiff
vs
O. W. Leeper, Defendant

Court of Common Pleas, Union County, Ohio.

4808

This day came the plaintiff by his attorneys the said defendant failing to answer, demurrer or plead to plaintiff's petition and the Court being fully advised in the premises do find that there is due from the defendant to the plaintiff on the note set forth in plaintiffs petition the sum of One Hundred and $^{06}/_{100}$ Dollars as the plaintiff hath claimed in his petition. It is therefore considered and adjudged that the plaintiff recover of defendant said sum of One Hundred and Two and $^{06}/_{100}$ Dollars with interest at eight per cent from the 17th day of May 1885, and the costs of this action herein taxed at $

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

Pleas before his Honor Caleb A. Norris 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 Sub-Division of the Tenth Judicial District of the State of Ohio on the Eighteenth day of May in the year of our Lord one thousand eight hundred and eighty five. (Heretofore, to-wit:)

On the 19th day of May A.D. 1885 the following petition and Answer in Cognovit were filed with the Clerk of said Court. to-wit:

Petition and Answer in Cognovit

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

Geo. B Hamilton Plaintiff
vs.
J. E. Tobey, Defendant.

Petition
Civil Action for Money Only.

Petition
4837

Geo. B. Hamilton the above named Plaintiff says that there is due to him from J. E. Tobey the defendant, on two promissory notes made by the defendant to said Geo. Hamilton dated the 16th day of Nov. A.D. 1883 which said notes with the warrants of Attorney therein annexed are hereto attached the sum of Two Hundred and Fifty Dollars and eighty three cents, with interest thereon from the 16th day of Jan. A.D. 1884, interest computed annually, the plaintiff further says that he is the legal owner and holder of said notes that the same are due and unpaid, that there is due and unpaid of the 1st of said notes $213.47/100 with 8 % interest from Jan. 16th 1884 computed annually on the 2nd $37.36/100 with 8 % interest from Jan. 4th 1884 computed annually. Wherefore the Plaintiff asks judgment against said defendant for the sum of Two Hundred and Fifty Dollars and 83 cents, with interest thereon from the 16th day of Jan. A.D. 1883, interest computed annually.

P. R. Kerr, Attorney for Plaintiff.

The State of Ohio
Union County, ss.

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 note has been placed in his hands for collection

P. R. Kerr

Subscribed by P. R. Kerr, in my presence and sworn to by him before me, this 19th day of May A.D. 1885.

J. C. Burgner Clerk of Courts. Seal

Note

" $213.47/100 Sixty days after date, for value received, we jointly and severally "
" promise to pay G. B. Hamilton, or order, Two Hundred and Thirteen and 47/100 Dollars "
" with interest, at the rate of 8 per cent per annum, on all unpaid principal and "
" interest until paid: interest to be computed every year, with 5 per cent attorney fee "
" if collected. And we, or either of us, do hereby authorize and empower any Attorney of "
" any Court of Record in the State of Ohio, or elsewhere, to waive the issuing and "
" service of process and appear for us, or either of us, in any of said Courts, at any "
" time after the above note becomes due, and confess judgment thereon, against "
" us or either of us, in favor of the payee or endorser hereof, for the sum due on "
" said note, with interest and cost of suit: said judgment to draw the rate of "
" interest specified in note, after rendition until paid. We do also hereby waive "
" all right of appeal, the stay of execution, the power and privilege to hold exempt "
" from execution any personal or real property belonging to us or either of us "
" and release all errors that may occure in the rendition of said judg- "
" ment 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 16th day of Nov. 1883" " J. E. Tobey "
" M. O. Tobey "

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" $37.36/100 Sixty days after date, for value received, we jointly and severally promise "
" to pay G. B. Hamilton, or order, Thirty-Seven 36/100 Dollars, with interest, at the rate "
" of 8 per cent per annum, on all unpaid principal and interest until paid; interest "
" to be computed every year, with 8 per cent attorney fee, if collected. And we, or either "
" of us, do hereby authorize and empower any Attorney of any Court of Record in the "
" State of Ohio, or elsewhere, to waive the issuing and service of process, and appear "
" for us or either of us in any of said Courts, at any time after the above note "
" becomes due, and confess judgment thereon, against us or either of us, in favor "
" of the payee or endorser hereof, for the sum due on said note, with all interest and "
" costs of suit; said judgment to draw the rate of interest specified in note, after "
" rendition until paid. We do also hereby waive all right of appeal, the stay of execution "
" the 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 ren- "
" dition of said judgment and all right to sue out any writ of error; and we "
" said Attorney is hereby authorized to enter such release in said judgment "
" Witness our hands and seals this 16th day of Nov. 1883. J. E. Fobey "

Answer

Geo. B. Hamilton
vs.
J. E. Fobey

In the Court of Common Pleas, Union County, ss.

Defendants Answer.

4837

And now comes J. E. Fobey the above named defendant by the undersigned J. L. Cameron Attorney and waives the issuing and process in this case and consents that judgment be entered herein in favor of the above named plaintiff the holder of the note described in plaintiffs petition, and against the above named defendant, for the sum of Two Hundred and Seventy Eight Dollars and Twenty Cents the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendant for costs of this action, and all errors are hereby released, and defendant waives right to appeal and to the appraisement of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived. This May 19th A. D. 1885.

J. L. Cameron Attorney for Defendant.

Entry

G. B. Hamilton
vs.
J. E. Fobey

In the Court of Common Pleas, Union County, ss.

4837

This day came the plaintiff by his attorney, and thereupon came J. L. Cameron one of the attorneys of Record of this Court, who by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proven, waives the issuing and service of process, and enters 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 $278.20. It is therefore considered that said plaintiff do recover of said defendant the said sum of $278.20 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. Q. Bourgner Clerk.
By A. R. Bourgner, Deputy

Pleas before His Honor Caleb H. Norris 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 eighteenth day of May in the year of our Lord one thousand eight hundred and eighty-five. Heretofore, to wit: On the 5th day of November A.D. 1883, the following Transcript was filed with the Clerk of said Court, to wit:-

The State of Ohio Union County ss. Mayors Court Village of Richwood.

The Village of Richwood
Transcript vs. Before S. W. Vanwinkle Mayor of said Village.
John Orr.

4368 Complaint made this 24th day of September A.D. 1883 by J. J. Woodruff Marshall of said village that on or about the 22nd day of September A.D. 1883, at the village and County aforesaid one John Orr then and there being did keep 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 and warrant issued and delivered to J. J. Woodruff Marshal of said village who made return as follows, to wit:- Sept. 24th 1883. I have arrested the within named John Orr, and now have him in Court

J. J. Woodruff Marshal

Defendant arraigned on same day and plead not guilty to the same. Case continued to Sept. 28th A.D. 1883 at 8 o'clock A.M. and defendant in the sum of One Hundred 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 Finley, John Crane, Samuel Stout, Frank Hess, Haines Scott, Cutler Hunt, A Gardner and Wm Tayburn. Subpoena returned as follows, to wit:- Sept. 28th 1883 I have served the within writ on J. J. Finley, John Crane, Samuel Stout, Hamps Stout, Cutler Hunt and A. Gardner personally and Wm Tayburn by copy left at place of business.

J. J. Woodruff Marshal.

Trial had on the 28th 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 as follows: John Finley, John Crane, Saml Stout and Hamps Scott. The following bill of exceptions made by defendant and filed

Village of Richwood, Plaintiff
against Before S. W. Vanwinkle Mayor of the Village of
John Orr, Defendant. Richwood, Ohio.

Be it remembered that on the trial of said action and said prosecution before the undersigned S. W. Vanwinkle Mayor of said village of Richwood, at his office therein, on the 28th day of Sept. A.D. 1883 the said village to maintain its action and prosecution gave in evidence to said Mayor First, an ordinance entitled An ordinance to prohibit ale, beer and porter houses and places of habitual resort for tippling and intemperance which ordinance reads as follows: 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 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 tippling and intemperance. Section 2. That person or persons found guilty of violating any of the provisions of the foregoing section 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 3. This ordinance shall take effect and be in full force from and ten days after its passage and legal publication, August 7th 1883.

S. H. Vanwinkle Mayor J. Thomas Clerk.

The village further to maintain the issue on its part called as a witness Daniel Stout who testified as follows:- Live in Richwood and know the defendant John Orr who keeps a Saloon near the hotel in Richwood. Have been in his place of business and I know that he kept beer for sale. I never called for anything but beer. I saw Dunk Evans in there last Saturday. Three or four times could not say. Bee was all I drank there last Saturday. I always get beer and then go off. I would not be certain that I have been there after dark. I have seen a number of persons drink there what appeared to be beer. I presume I have heard persons call for whiskey. Could not tell you how many within at one time. You will have to get it out of some body else as to whether I saw intoxication or not. I was feeling pretty well last Saturday while in there. Could not tell how often since last Saturday, and since the eleventh of Sept. I have felt well. I dont know how often I was in there when feeling well since the 11th of Sept. I never get so drunk but what I can get home. I may have been in Orrs Saloon when full since the 11th of September. The defendant objected to this and asked it to be ruled out, which objection the Court overruled to which ruling the defendant then and there and at the time excepted. The village further to maintain the issue on its part called as a witness J. J. Finley who testified as follows:- Live in Richwood and know the defendant John Orr who keeps a saloon. Since the 11th of September I have acted as a clerk for him. He keeps beer, whiskey, wine pop tobacco and cigars I have clerked there since the last trial probably a day and in the evening sometimes. The day I clerked there I sold some whiskey and beer. He has kept his place of business open since the 11th of Sept. Dont remember of seeing any body in there intoxicated. I was in there last Saturday. Dont remember of seeing Stout in there at anytime at all. Could not tell you what I sold more than one glass of one kind to one man during the day. I tapped one keg of beer a day. After the witness had testified the defendant asked the Court to rule out his testimony because it was irrelevant to the case, which motion the Court overruled, to which ruling the defendant then and there and at the time excepted. The village further to maintain the issue on its part called as a witness Hamp Scott who testified as follows: Know John Orr have been in his place since Tuesday a week ago half dozen times. I probably drank beer each time I was in there. I dont know that I saw any body else in there who was intoxicated. I never drank more than a couple of glasses in there in one day. After this witness had fully testified, defendant asked the Court to rule out his testimony because it was irrelevant to the case which motion the Court overruled to which ruling the defendant then and there and at the time excepted. The village further to maintain the issue on its part called as a witness J. E. Crow who testified as follows:- Know John Orr the defendant. Have been in his place of business since the 11th of Sept. Since then I have seen men drinking in there I suppose it was beer they drank. Have not been in there frequently since the 11th of this month. Could not say how often I have been in. I have seen two drink in there at one time. It was beer they drank. Know Sam Stout and know that he became intoxicated occasionaly. Know Hamp Scott but dont know any thing about his habits since he came home. I was in there last Saturday

but dont recollect whether Dave Stout was in there. Here the plaintiff rested its case. Thereupon it is agreed between the parties on both sides and found by the Mayor to be a fact that the defendant John Orr had heretofore paid an assessment of Two Hundred Dollars for the privilege of trafficing in intoxicating liquors under the act of legislature commonly known as the "Scott Law" and that he now has all the rights to such traffic, as the payment of said Two Hundred Dollar assessment confers upon him. And no further or other testimony was introduced by said village than herein above set forth and neither party offered any other or further testimony except that herein set forth including agreement that said defendant has paid his Two Hundred Dollar Assessment under the Scott Law.

Thereupon the defendant moved the Court to be discharged from said case and charge because no sufficient case was made against him and because the testimony introduced as above shown does not sustain the charge in the affidavit made in the case, which motions the Court overruled to which ruling the defendant there and then excepted, and thereupon the mayor proceeded to assess and did assess and render judgment of fine against the defendant in the sum of Seventy five Dollars and cost of prosecution and ordered the defendant to stand committed until the fine and costs are fully paid to all of which ruling decisions and judgment defendant there and then and at the time excepted and prayed said Mayor to set his hand and seal to this the defendants bill of exceptions is at the time of trial accordingly done as prayed for

S. W. Vanwinkle Seal

I do find the defendant guilty. Therefore it is by me said Mayor on said day adjudged and ordered that the said defendant pay a fine of Seventy five Dollars and the cost of prosecution herein taxed at Twelve Dollars and Fifty Cents and stand committed until said fine and costs are paid or secured to be paid. — Mayor's fees: Complaint .40, Warrant .40, Docket-Entry .30, Subpoena .60, Continuance .20, 1 Req. for trial .40, 4 witnesses .80, .20, judgment .40, papers filed .25, satisfaction .20, Signing and Sealing .10, Transcript 3.60, Certificate .25; Total $10.60 — Witness fees: John Crane .50, John Finley .50, Hamp Scott .50, Samuel Stout .50, Total $2.00 — Marshal fees: Ser. of Warrant .40, mileage .20, 1 Sub. 7 per .35, Trvl 6 miles .40, Copy 1 .25, attending trial 1.00 Complaint .75; Total $3.35 — Total Cost $16.45 — Cost of Transcript paid by defendant. S. W. Vanwinkle Mayor

The State of Ohio Union Co.
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. Oct. 22nd A.D. 1883.

S. W. Vanwinkle Mayor of village aforesaid

Afterwards on the 31st day of March A.D. 1884, a Bond was filed with the Clerk of said Court which reads as follows, to-wit:-

Bond

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 rendered by S. W. Vanwinkle Mayor of the village of Richwood in said County on the 28 day of September 1883, for violating ordinance of said village, the sum of seventy five dollars and Sixteen and 45/100 Dollars costs of prosecution in favor of said village of Richwood and against the said John Orr. Now therefore we John Orr and Henry Evans do bind ourselves to the said village of Richwood 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 Richwood the whole or the part of the said judgment affirmed

and the costs
judgment
of the case
Attest: Wil
J. D.
Endorsed as
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John Orr
Against
The Village of

Petition

4368

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the Journal
John Orr

Entry

Village of

4368

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and the costs in the said Common Pleas Court together with the amount of any judgment that may be rendered against the said John Orr on the further trial of the case after the question of error shall have been determined. this 31st day of March 1884

Attest: With the signature of H. Evans.
J. L. Burgner.

John Orr [Seal]
Henry Evans [Seal]

Endorsed as follows: Bond in Error, Filed and Approved 31st day of March 1884, J. L. Burgner, Clerk.

On the 5th day of November A.D. 1883, the following Petition in Error was filed with the Clerk of said Court, to wit:

Petition
4368

John Orr Plaintiff in Error
Against
The Village of Richwood 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 28th day of September A.D. 1883 before S. Pl. Dan Kinkle as Mayor of the village of Richwood in said County of Union recovered 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 Richwood was plaintiff and the said John Orr was defendant.

A copy and Transcript of the record of the judgement 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.

III. 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

IIII. 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.

IIV. 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.

VII. 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 summons in error against said village of Richwood, and enter its appearance herein. Dated this 31st day of October 1883. Powell & Fullon Attys for Deft in Error.

Afterwards on the 18th day of May A.D. 1885, an Entry was made on the Journal of said Court which reads as follows, to-wit:-

Entry
4368

John Orr Plaintiff in Error
vs.
Village of Richwood, Defendant in Error

Court of Common Pleas.

This day appeared the parties by their attorneys and thereupon this cause was submitted to the Court upon the Bill of Exceptions, Petition in Error, the Transcript of the proceedings had before the Mayor of the said Village of Richwood and was

argued by counsel. On consideration whereof the Court being fully advised in the premises do find error apparent upon the record of the said proceedings had before the said mayor to the prejudice of the plaintiff in error. It is therefore considered ordered and adjudged by the Court that the said judgment of the said Mayor be and the same hereby is reversed, set aside and held for naught and said defts go hence without day. It is further considered and adjudged that the plaintiff in error recover of the said Village of Richwood all their Costs herein taxed at $.

Attest J. L. Burgner, Clerk
By A. R. Burgner, Deputy

Pleas before his Honor Caleb A. Norris, 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 Sixteenth day of May in the year of our Lord one thousand eight hundred and eighty five

On the 19th day of May 1885 the following Petition and Answer were filed with the Clerk of said Court viz:-

Petition and Answer in Mognovit.

The State of Ohio Union County, ss. } In the Court of Common Pleas.
Richwood Deposit Bank, Plaintiff
vs. } Civil Action for Money Only.
Petition Jason A. Chapman, Defendant.
4838

The Richwood Deposit Bank the above named plaintiffs say that there is due to said Bank from Jason A. Chapman, Defendant, on a promissory note made by the defendant to said Bank dated the 17th day of Dec. A. D. 1884, which note, with the warrant of Attorney thereto annexed is hereto attached, the sum of One Hundred and Twenty Dollars, with interest thereon at 8 per cent from the 17th day of March A. D. 1885. The plaintiff further says that the legal owner and holder of said note, that the same is due and unpaid. Whereupon the plaintiff asks judgment against said defendant for the sum of One hundred and Twenty Dollars, with interest at 8 per cent from the 17th day of March A. D. 1885.

P. R. Kerr Attorney for Plaintiffs

The State of Ohio }
Union County ss } P. R. Kerr Attorney for the above named plaintiff being duly sworn says that he believes the statement in the foregoing Petition to be true. He further says that the said note is in his hands for collection. P. R. Kerr

Subscribed by P. R. Kerr in my presence, and sworn to by him before me this 19th day of May A. D. 1885.

" $120.00 J. L. Burgner Clerk of Court. [Seal]

" Ninety days after date, for value received, we jointly and " severally promise to pay the Richwood Deposit Bank, at their office One Hundred and " Twenty Dollars, with interest at the rate of 8 per cent per annum on all unpaid principal " and interest after due until paid; interest to be computed every year, with 5 per cent " attorney fee, if collected. And we or either of us do hereby authorize and empower " any Attorney of any Court of Record in the State of Ohio, or elsewhere to waive the issuing " and service of process and appear for us, or either of us in any of said Courts at any " time after the above note becomes due and confess judgment thereon against " us, or either of us in favor of the payee or endorser hereof for the sum due on " said note, with all interest and cost of suit: said judgment to draw the rate of "

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"interest specified in note after rendition until paid. We do also hereby waive all rights of
"appeal, the stay of execution, the power and privilege to hold exempt from execution any
"personal or real property belonging to us or either of us, and release all errors that may
"occure in the rendition of said judgment and all right to sue out any writ of
"error; and we said Attorney is hereby authorized to enter such release in said
"judgment. Witness our hands and seals this 17th day of December 1887.
"
Jason N. Chapman"

Richwood Deposit Bank
vs
Jason N. Chapman
4838

In Court of Common Pleas Union County ss.
Defendants Answer.

And now come Jason N. Chapman the above named defendant, by the undersigned J. L. Cameron Attorney, and waives the issuing and service of process in this case, and consents that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in Plaintiffs petition, and against the above named defendant for the sum of One Hundred and Twenty One Dollars and Sixty five Cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendant for costs of this action, and all errors are hereby released, and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived. This 17th D. 1885.

J. L. Cameron Attorney for Defendant.

Entry
Richwood Deposit Bank
vs.
Jason N. Chapman
4838

This day came the plaintiff by P. R. Beer its Attorney, and thereupon came J. L. Cameron one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition, the sum of $121.65. It is therefore considered that said plaintiff do recover of said defendant the said sum of $121.65 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal and all right to file a petition in error are waived.

Attest J. L. Bongner, Clerk.
By A. R. Bongner, Deputy

Pleas before his Honor Caleb H. Norris 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 18th day of May in the year of our Lord one thousand eight hundred and eighty five.

Heretofore to-wit: On the 5th day of November A.D. 1883 the following Transcript was filed with the Clerk of said Court, viz:-

State of Ohio Union County ss. Mayors Court Village of Richwood.

Transcript

The Village of Richwood
vs.
Michael Hannigan

Before S. W. VanWinkle Mayor of said village.

Complaint made this 24th day of September A.D. 1883 by J. J. Woodruff Marshal of said village that on or about the 22nd day of September A.D. 1883, at the village and county aforesaid, one Michael Hannigan then and there being did keep 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 & warrant issued and delivered to J. J. Woodruff marshal of said village who made return as follows:- Sept. 24th 1883, I have arrested the within named Michael Hannigan and have him now in Court

J. J. Woodruff, marshal.

Defendant arraigned and plead not guilty to the same, case continued until Sept. 28th 1883, at 3 o'clock P.M. and defendant released on his own recognizance to the sum of One hundred 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 to wit: James Hughes, Tim Sullivan, J. W. Sevre, Thomas McGreevy, J. Crane, Orin Long and James Wyckoff & Wm Lenox. Subpoena returned and endorsed as follows: Sept. 28th 1883, I have served the within writ on O. Long, Wm Lenox and James Hughes personally and on J. W. Sevre and Thomas McGreevy by copy left at residence.

J. J. Woodruff, marshal.

Trial had on the 28th day of September A.D. 1883, parties being present and defendant waiving trial by jury and submitting to be tried by me said mayor. Witnesses sworn and examined on behalf of the village as follows: James Hughes, Orin Long, J. W. Sevre and Jacob Long. The following bill of exceptions was presented by defendant and filed:-

Bill of Exceptions

Village of Richwood Plaintiff
against
Michael Hannigan Defendant

Before S. W. VanWinkle mayor of the village of Richwood, Ohio.

Be it remembered that on the trial of said action and said prosecution before the undersigned S. W. VanWinkle mayor of said village of Richwood at his office therein on the 28th day of Sept. A.D. 1883, the said village to maintain its action and prosecution gave in evidence to said mayor 1st An ordinance entitled an ordinance to prohibit ale, beer and porter houses and places of habitual resort for tippling and intemperance which ordinance reads as follows "see exhibit A." The village further to maintain the issue on its part called James Hughes who testified as follows:-

I live in Richwood and know Mr Hannigan who keeps a saloon and restaurant. Was in Hannigans place of business last Monday. Mr Hannigan has for sale whiskey pies and sandwiches also beer. I went with the marshal to his saloon and I drank a glass of whiskey and the marshal drank a glass of whiskey and the marshal drank a glass of beer. Three other parties in there but they were not drinking that I saw. He had the above articles for sale

when I was in there and that is all I know of his keeping beer for sale. Dont know whether the beer was taken out of a keg or out of a bottle - All I know of his keeping beer for sale is the one glass he sold to the marshal. After this witness had fully testified the defendant moved the Court to rule out his testimony, because it was irrelevant and improper which motion the Court overruled, to which ruling the defendant then and there excepted. The village further to maintain the issue on its part called as a witness Orin Longwell who testified as follows:- Live in Richwood and know Wm. Hannigan and have been in his place since the 11th of September, sometimes once a day sometimes not at all. Wm. H. has beer, wine, liquors, pies, cakes, tobacco and cigars for sale. Have seen men drink beer and liquor in there since the 11th twice at one time. Have not seen beer sold everytime I have been in there since the 11th I have not been in there often perhaps a dozen times but I dont know. I got beer there to drink whenever I wanted it. Sometimes it was bottle beer and sometimes it was not. I go past there every day to my meals. Not more than twice have I got beer in there more one day. Have not drank with parties in there since the 11th Dont remember that I ever saw drunk men in there. Did not see any drunk men there last Wednesday. After this witness had fully testified the defendant moved the Court to rule out the testimony as irrelevant and improper, which motion the Court overruled to which ruling of the Court the defendant then and there and at the time excepted. The Village further to maintain the issue on its part calls as a witness Jacob Long who testified as follows:- Live in Richwood and know Wm. Hannigan who keeps a saloon and restaurant. I pass there sometimes a half a dozen times a day. I saw it closed one day since the 11th of this month I dont know that I have seen any one intoxicated there or near there I dont visit the place. The Village here rested its case. Thereupon it is agreed between the parties on both sides and found by the Mayor to be a fact that the defendant Michael Hannigan has duly paid his assessment of Two Hundred Dollars under the law commonly known as the Scott law for the privilege of trafficing in intoxicating liquors and that he now has all the rights to carry on such traffic as the payment of said Two Hundred Dollars assessment under the Scott law confers upon him. And no further or other testimony was introduced by said village on the trial of said cause than that herein above set forth and neither party offered any other or further testimony than that herein set forth including said agreement. That said defendant has duly paid his as-

Hundred Dollars assessment under the Scott Law. Whereupon the defendant moved the Court to be discharged from said case and charge because no sufficient case was made against him and because the testimony introduced as above set forth does not sustain the charge made in the affidavit in this case which motion the Court overruled to which ruling the defendant then and there excepted

And thereupon the mayor proceed to assess and did assess and render judgment of fine against the defendant in the sum of Seventy five Dollars and cost of prosecution and further ordered the defendant to stand committed until said fine and costs are fully paid. To all of which rulings decisions and judgment defendant then and there and at the time excepted and prayed the mayor to set his hand and seal to this the defendants bill of exceptions which is at the time of trial accordingly done as prayed for. S. W. Vanwinkle Mayor- Seal

I do find the defendant guilty therefore it is by me said mayor on said day adjudged and ordered that the said defendant pray a fine of Seventy five Dollars and the costs of prosecution herein taxed at Twelve Dollars and fifty cents and stand committed until said fine and costs are paid or secured to be paid -- Witnesses fees:- Complaint .40, Warrant .40, Docket entry .35, Subp. 7 per .35, continuance .20, Recog. for trial .20, 4 Witnesses sum .20, judgment .40, Signing & sealing 6 ex .10, 3 papers filed .15, satisfaction .20, Transcript 3.75- Certificate .25; Total $ 10.85- Witness fees:- James Hughes .50, Orie Long .50, J. W. Seese .50, Jacob Long .25; Total $1.75- Marshals fees:- Ser of Warrant .40, Mileage .20, Subp. 6 per .65; Mileage 5 mi .40, 2 Copies .30, Attending trial hog Assistant .75- Total $2.20 Total Cost- $16.50 / Cost of Transcript paid by defendant-

S. W. Van Winkle. Mayor.

State of Ohio, Union County } ss.
Village of Richwood, } ss.

I do hereby certify that the above is a true and full copy from my docket of the proceedings had by and before me at my office in said village in the above action. Oct. 22nd 1883.

Seal

S. W. Van Winkle Mayor of aforesaid Village

Exhibit "A".

Section 1. Be it ordered 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 corporations of said village any ale, beer, or porter house or place of habitual resort for tippling and intemperance.

Section 2. 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 any of any offence of which he or she may have been found guilty under this ordinance.

Section 3. This ordinance shall take effect and be in force from and [illegible] days after its legal publication

Passed August 7th 1883

S. W. Van Winkle, Mayor
A. J. Thomas, Clerk

Afterward, on the 18th day of Dec. A.D. 1883, a Bond was filed with the Clerk of said Court which reads as follows, to-wit:-

Bond

Whereas Michael Hannigan has instituted proceedings in the Court of Common Pleas in and for the County of Union, and State of Ohio, to reverse a

4367

judgment rendered by S. W. Van Winkle Mayor of the Village of Richwood in said

County of Union on the 12th 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 the sum of Seventy Five Dollars and Costs and Five Dollars costs of suit in a prosecution in favor of said Village of Richwood and against the said Michael Hannigan. Now therefore we Michael Hannigan and Thomas Hannigan do bind ourselves to the said Village of Richwood 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 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 Michael Hannigan on the further trial of the case after the questions of error shall have been determined

Attest- Mike Hannegan Seal
Thomas by Hannigan Seal
mark

Approved Dec. 18th 1883.
J. D. Bergener Clerk.

On the 5th day of November A.D. 1883, a Petition in Error was filed with the Clerk of said Court which reads as follows, to-wit:-

Michael Hannigan, Plaintiff in Error
Against
The Village of Richwood, Defendant in Error

Petition 4367

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

The said Michael Hannigan, plaintiff in error, complains of the said defendant in error for that the said defendant in error on the 28th day of September A.D. 1883, before D. W. Van Winkle as Mayor of the Village of Richwood in said County of Union, recovered a judgment and fine by the consideration of said mayor against said plaintiff in error in a certain action and prosecution then pending before said Mayor wherein the said village of Richwood was plaintiff and the said Michael Hannigan was defendant. A copy of the the transcript of the record of the judgment, fine and proceedings are hereto attached, and made a part hereof. The said Michael Hannigan 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 motion of the defendant to rule out the testimony of each several witness who testified on behalf of said village in chief + direct exam. of the defendant

III. The Mayor erred in overruling the motion of 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 Michael Hannigan therefore prays that said judgment and fine be reversed, set aside and held for naught, and that said Michael Hannigan 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 summons in error against said village of Richwood, and enter its appearance herein.

Dated this 31st day of October 1883

Powell & Fulton Attorneys for Defendant in Error

Afterwards on the 18th day of May A.D. 1885 the following Entry was made on the Journal of said Court to-wit:-

Michael Hannigan, Plaintiff in Error
vs
Village of Richwood Defendant in Error.

Entry

4367

This day appeared the parties by their attorneys and thereupon this cause was submitted to the Court upon the Bill of Exceptions, petition in error the Transcript of the proceedings had before the Mayor of the the said Village of Richwood and was argued by Counsel. On consideration whereof the Court being fully advised in the premises do find error apparent upon the record of the said proceedings had before the said Mayor to the prejudice of the plaintiff in error. It is therefore considered ordered and adjudged by the Court that the said judgment of the said Mayor be and the same hereby is reversed set-aside and held for naught and said Defendant go hence without day.

It is further considered and adjudged that the plaintiff in error recover of the said Village of Richwood all their costs herein taxed at $

Attest- J. R. Burgner Clerk
By J. R. Burgner, Deputy.

Pleas before his Honor Caleb M. Norris 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 18th day of May in the year of our Lord one thousand eight hundred and eighty-five.

Heretofore, To wit:- On the 5th day of November A.D. 1883, the following Transcript was filed with the Clerk of said Court, to wit:-

Transcript

State of Ohio Union County ss. Mayors Court- Village of Richwood.
The Village of Richwood
vs.
Peter Sells
Before S. W. Van Winkle Mayor of said Village.

Complaint made this 24th day of September A.D. 1883, by J. J. Woodruff marshal of said village that on or about the 22nd day of Sept- A.D. 1883, at the Village and County aforesaid one Peter Sells then and there being did keep 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 and warrant issued and delivered to J. J. Woodruff Marshal of said village who made return as follows: Sept- 24th 1883, I have arrested the within named Peter Sells and have him now in Court. J. J. Woodruff, Marshal

Defendant arraigned and plead not-guilty to the same, case continued until Sept- 28th A.D. 1883, at one o'clock P. M. and defendant released on his own recognizance in the sum of One Hundred 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:- A. C. Work Bud Gast, Hubbard Chavous, Tod Tongueet, R. Scott, Charley Rosette, James Hughes and Harry Nye. Subpoena returned endorsed as follows, to-wit:- Sept- 28th 1883 I have served the within writ on James Hughes, Charley Rosette and Tod Tongueet personally and on A. C. Work, Bud Gast, Hubbard Chavous and Ross Scott by copy left at residence
J. J. Woodruff, Marshall.

Bill of Exceptions

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Trial had on the 28th day of September 1883, by jury-waiving and submitting to be tried by me said Mayor. Witnesses sworn and examined on behalf of the village as follows, to-wit:- Ross Scott, Charley Rosette, A. M. Work, Levi Hart, Henry Nye, Lambourget

The following Bill of Exceptions was prepared and filed by defendant

Village of Richwood Plaintiff
Against
Peter Sell, Defendant

Before S. M. Van Winkle Mayor of the Village of Richwood Union County, Ohio.

Bill of Exceptions

Be it remembered that on the trial of said action and prosecution before the undersigned S. M. Van Winkle Mayor of the said village of Richwood at his office therein on the 28th day of September A. D. 1883, the said village to maintain its action and prosecution gave in evidence to said mayor:- First an ordinance entitled an ordinance to prohibit ale, beer and porter houses and places of habitual resort for tippling and intemperance which ordinance reads as follows:-

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 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 tippling and intemperance.

Section 2. That any person or persons found guilty of violating any of the provisions of the foregoing section of this ordinance shall be fined not less than 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 the mayor of said village for any repetition of an offence of which he or she may have been found guilty under this ordinance.

Section 3. This ordinance shall take effect and be inforced from and ten days after its legal publication. Passed August 7th 1883.

S. M. Van Winkle Mayor. A. J. Thomas Clerk.

The village further to maintain the issue on its part called as a witness Ross Scott who testified as follows:- I live in Richwood and I am acquainted with Peter Sells who has a place of business in Richwood. I never saw anything there kept for sale except wine, whiskey, beer and liquors except as I have stated further along. When ever I go in a place I go for a purpose and go out again. I think I bought some beer there last week. Whenever I drink I take a glass of beer and as a general thing I walk out. Since the eleventh of September I think I saw men come in there intoxicated but did not see them drink anything. They, a couple of gentlemen walked in intoxicated, but the bar keeper told them they were intoxicated and could not have any thing. I never found it open and when I wanted tobacco I got it and when I wanted coffee I got it. He kept them beside liquors can oysters, tobacco, cigars coffee and plug and smoking tobacco When they had beer in the shop I got it because I paid for it. Have seen men come in there supposed to be under the influence of whiskey and he refused when they asked for liquor I cannot remember of any one drinking there who was intoxicated since the 11th of September. After this witness had fully testified the defendant moved the Court to rule out his testimony because it was irrelevant and this motion the Court overruled to which ruling the Court there and there excepted. The village further to maintain the issue on its part called as a witness Charley Rosette who testified as follows:- Live in Richwood and am acquainted with Mr. Sells and have been in his place of business since Sept. 11th 1883. He keeps for sale whiskey, beer, wine, gin, tobacco and cigars. He has kept them for sale right along since the 11th day of September. Since the 11th of this

month I have seen beer, whiskey, tobacco and cigars sold - I think I have seen more than one at a time drinking there. I have been there most every day and there never were many there in the evenings. I have seen them come in and pass through intoxicated come back and ask for something to drink and he refused couldent say that that I have seen any one get drunk there who is in the habit of getting intoxicated. I think I have drank more than once a day sometimes. not at all. The beer that he sells is bottle bottle and keg beer. After this witness had fully testified the defendant asked the Court to rule it out because irrelevant, which motion the Court overruled to which ruling the defendant then and there and at the time excepted. The village further to maintain the issue on its part called as a witness A. G. Monk who testified as follows: I live in Richwood and am slightly acquainted with Peter Sells. Have been in his place of business when he kept a kind of restaurant - I got black berry wine there also beer. My drink generally is blackberry. I have never seen crowds of a crowd there but I have seen when in there, but what they drank I dont know. I am a traveling man. I have seen men intoxicated come in there I think not more than one or two parties and they were refused the drinks I could not tell what they called for, but heard the bar tender tell them that they could not have anything to drink, but that they had better go out as that was not place to loaf - I think I heard that in there, I drank twice the blackberry and the beer there. After this witness had fully testified the defendant moved the Court to rule out his testimony as irrelevant which motion the court overruled. to which ruling of the Court the defendant then and there and at the time excepted. The village further to maintain the issue on its part called as a witness Levi Hastings who testified as follows: Live in Richwood and know Peter Sells and have been in his place of business most every day. He keeps for sale beer whiskey wine, tobacco and cigars. Have seen beer sold there since the 11th of September. I have seen beer sold there every day since the 11th of this month. I have never seen many in there at a time drinking. I have been in there with one or two and drank with them, and we always drank beer. I have never seen any persons in there under the influence of liquor since the 11th day of September. I dont think I have drank beer there more than a couple of times, may be three times in one day. After this witness had fully testified the defendant moved the Court to rule out his testimony as irrelevant which motion the Court overruled to which ruling the defendant then and there and at the time excepted.

The village further to maintain the issue as its part called as a witness Henry Nye who testified as follows:- Live in Richwood & dont Clerk for Peter Sells, but I clerk in his saloon. I have clerked in there since the 11th September off and on, we keep for sale wine, beer, whiskey, cigars and tobacco, can oysters and crackers. The place has been kept open daily for the sale of these articles since the 11th We keep bottle bottle and keg beer, could not tell the amount of the sales perday. Sometimes we sell three or four glasses of whiskey a day and sometimes not so much Some days we sell a keg of beer a day and some days we dont. the beer we sometimes sell by the gallon and by the glass. Last Saturday two or three gallons of beer was sold by the quantity. Can not tell by the amount of cash received how much we sell by the glass. We sold last Saturday pints and half pints of whiskey, but do not recollect of selling single drinks of whiskey on that day. Know Sam Short but do not know that he was in there last Saturday. I think within the last week I have sold him a glass of beer. Do not know what his habits are though I have lived here off and on for two or three

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years. I dont know that he gets intoxicated. I am the only one who gets intoxicated who drinks there. I help myself and dont pay for it. After the witness had fully testified the defendant moved the Court to rule out his testimony because irrelevant which motion the Court overruled to which ruling of the Court the defendant there and there and at the time excepted. The village to further maintain the issues on its part called as a witness Lankin Tongnet who testified as follows:- Live a mile east of town, know Mr Sells and have been in his place since the 11th of Sept. I have seen beer sold there since the 11th. Probably I have drunk beer once and may be twice a day. Dont think I have seen any one in there under the influence of liquor. It was keg beer that I drank. After this witness had fully testified the defendant moved the Court to rule out his testimony as irrelevant - which motion the Court overruled, to which ruling of the Court the defendant there and there and at the time excepted. Here the village rested its case thereupon it is agreed by the parties on both sides and found by the mayor to be a fact that the defendant Peter Sells has duly paid his assessment of Two Hundred Dollars under the "Scott Law" for the privilege of trafficing in intoxicating liquors and that he has now all the right to carry on such traffic as the payment of said Two Hundred Dollar assessment under the Scott Law confers upon him, And no further or other testimony was introduced by said village on the trial of said case, than that herein set forth and neither party offered any other or further evidence than that above set forth including said agreement that said defendant has paid his Two Hundred Dollar assessment under the Scott Law. Thereupon the defendant moved the Court to be discharged from said case and charge because of no sufficient case was made against him and because the testimony introduced as above set forth does not sustain the charge in the affidavit made in this case - which motion the Court overruled, to which ruling the defendant there and there excepted, and thereupon the Mayor proceeded to assess and did assess and render judgment of fine against the defendant in the sum of Seventy five Dollars and cost of prosecution and further ordered the defendant to stand committed until the fine and costs are fully paid, to all of which rulings, decisions and judgment 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 at the time of trial accordingly done as prayed for.

S. W. VanWinkle Mayor [Seal]

I do find the defendant guilty Therefore it is by me, said mayor on said day adjudged and ordered that the said defendant pay a fine of Seventy-five Dollars and the cost of prosecution herein taxed $15.00 and stand committed until said fine and costs are paid or secured to be paid. — Mayors fees:- Complaint .40, Warrant .40, Docket entry .50, Subpoena 8 pr. .60, Continuance .20, Reg for trial .40, 6 Witnesses sworn .30, Judgment .40, 5 papers filed .25, Satisfaction .20, Signing & Sealing .10, Transcript 4.50 Certificate .25, Total $9.50 Witness fees:- Chas Scott .50, Charley Rosette .50, A. C. Monk .50, Levi Hart .50, Henry Nye .50 Lankin Tongnet .50, Total $3.00 Marshals fees:- Ser of Warrant .40, Mileage 1 mi. .20, 1 Sub. 7 pa. .35, Mileage 6 miles .45, 4 Copies 1.00, Attending trial 1.00, Assistant .75 Total $4.65, Total Cost $17.65

Cost of Transcript paid by defendant.

S. W. VanWinkle Mayor

State of Ohio, Union County } ss
Village of Richwood, } 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 village, in the above action, Oct. 22nd A.D. 1883

S. W. Van Winkle Mayor of aforesaid village.

On the 5th day of November A.D. 1883, the following Petition was filed with the Clerk of said Court, to wit:

Peter Sells Plaintiff in Error
Against
The Village of Richwood, Defendant in Error

Petition
4370

Court of Common Pleas,
Union County, Ohio.

The said Peter Sells, Plaintiff in error complains of the said defendant in error, for that the said defendant in error on the 25th day of September A.D. 1883, before S. W. Van Winkle as mayor of the Village of Richwood in said County of Union recovered a judgment and fine by 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 Richwood was plaintiff and the said Peter Sells 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, 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 witness who testified on behalf of said village.

III. The mayor erred in overruling the motions 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 Attys for Plaintiff in Error.

I hereby waive the issuing and service of summons in error against said village of Richwood and enter its appearance herein. Dated this 31st day of Oct. 1883.

Powell & Mallow Attys for Defendant in Error.

Afterwards on the 15th day of May A.D. 1885, an Entry was made on the Journal which reads as follows, to wit:

Peter Sells Plaintiff in Error
vs.
Village of Richwood, Defendant in Error

Entry
1368

This day appeared the parties by their attorneys and thereupon this cause was submitted to the Court upon the Bill of exceptions, the petition in error, the transcript of the proceedings had before the mayor of the said Village of Richwood and was argued by counsel. On consideration whereof the Court being fully advised in the premises do find error apparent upon the record of the said proceedings had before the said mayor to the prejudice of the plaintiff in error. It is therefore considered ordered and adjudged by the Court that the said judgment of the said mayor be and the same hereby is reversed, set aside and held

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Petition
4230

vs.
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Answer
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for naught- and said defendant go hence without day. It is further considered and adjudged that the plaintiff in error recover of the said Village of Richwood all their costs herein laid out & expended

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

Pleas before his Honor John A. Price Judge of the Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the Third Subdivision of the Fourth Judicial District of the State of Ohio, on the 8th day of September in the year of our Lord one thousand eight hundred and eighty four. Heretofore, to-wit:- On the 14th day of April A.D. 83 the following Petition was filed with the Clerk of said Court, to-wit:-

Petition
4230

H. A. Willis, Plaintiff
vs.
W. H. Robinson, Defendant

} Court of Common Pleas, Union County, Ohio.

The plaintiff says: That this action comes into this Court by appeal. That this the plaintiffs action is founded upon an account for goods, sold and delivered to defendant at defendants request of which the following is a copy, to-wit:- "W. H. Robinson Bought of H. A. Willis

May 10th 1882,	3 Do. Jap. Sash Fasteners	@ 6.00 =	$18.00
	1 " Copper "	" " "	6.00
	1 " Nickel "	" " $12.00	12.00
			$36.00

There are no credits thereon. There is now due to the plaintiff from the defendant on said account, the sum of Thirty six Dollars with interest thereon @ 6% from May 10th 1882 which plaintiff claims and for which he asks judgment against the defendant

A. T. Carpenter Attorney 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 thereto that the above plaintiff is a non-resident of said County of Union and is now absent therefrom. Affiant further says that the facts stated and allegations contained in the foregoing petition are true as affiant verily believes.

A. T. Carpenter.

Sworn to by A. T. Carpenter before me and signed by him in my presence this 14th day of April A.D. 1883.

J. D. Burgner Clerk.

Afterward on the 6th day of July A.D. 1883, the following Answer was filed with the Clerk of said Court, to-wit:-

Answer
4230

H. A. Willis Plaintiff
vs.
W. H. Robinson, Defendant

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

The said defendant for answer to the petition of said plaintiff says: That he denies each and every allegation and averment in said petition contained. Wherefore this defendant asks to go hence without day and to recover his cost in this behalf expended.

By J. L. Cameron his Attorney.

The State of Ohio
Union County ss.

} W. H. Robinson being first duly sworn says the facts stated in his foregoing answer are true as he believes.

W. H. Robinson.

Sworn to before me and signed in my presence this 6th day of July 1883.
W. W. Winget J.P.

Afterwards on the 12th day of September A.D. 1884 the following Entry was made on the Journal of said Court, to-wit:-

Entry 4230

H. A. Willis Plaintiff
vs.
W. H. Robinson Defendant.

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:- Simpson Price, Levi Kman, Lewis Turner, Geo. Coleman, Samuel Hannee, Solomon Walker, Michael P. Wood, N. W. Kirk, Stephen Shick, J. N. Gosnell, Geo. Wallace and Geo. Mitchell who, being duly impaneled an 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 deliberations returned into open Court and presented their verdict in writing in the words and figures following, to-wit

Civil Action Verdict.

The State of Ohio, Union County, ss. September Term A.D. 1884, To-wit: September 12th 1884
H. A. Willis Plaintiff vs. W. H. Robinson Defendant.

We, the jury in this case, being duly impaneled and sworn do find and say that we find for the plaintiff in the sum of $40.23 J. N. Gosnell Foreman.

Afterwards on the 13th day of September A.D. 1884, the following motion for new trial was filed with the Clerk of said Court, to-wit:-

Motion 4230

H. A. Willis Plaintiff
vs.
W. H. Robinson, Defendant.

To the Court of Common Pleas Union County, Ohio

The defendant moves the Court to set aside the verdict and grant a new trial for the following reasons, to-wit:
1st The verdict is against the weight of the evidence and the law.
2nd The Court erred in rejecting evidence offered by the defendant.
3rd There was error of law arising at and during the trial of this case.
4th The verdict should have been for the defendant according to the law of the land.
5th There was irregularity in the proceedings of the Court and an abuse of discretion by which the defendant was prevented from having a fair trial.
6th There was accident and surprise which ordinary prudence could not have guarded against.

J. L. Cameron Attorney for Defendant.

Afterwards, on the 17th day of December A.D. 1884, an Entry was made on the Journal of said Court, which reads as follows, to-wit:-

Entry 4230

H. A. Willis, Plaintiff
vs.
W. H. Robinson, Defendant.

Court of Common Pleas, Union County, Ohio.

This day this cause came on for hearing upon motion of defendant for a new trial and was argued by counsel and submitted to the Court. Whereupon the Court being fully advised in the premises does overrule said motion. To which ruling, decision and judgment of the Court defendant there and there excepted; and on his application 30 days from the rising of this Court was granted to defendant to prepare his bill of

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exceptions and the records are ordered to be kept open for that purpose.

Also on the 17th day of Dec. 1884, the following Entry was filed with the Clerk of said Court, viz:-

Entry
H. A. Willis, Plaintiff
vs.
W. H. Robinson, Defendant
} Court of Common Pleas, Union County, Ohio.

4230 The jury in this action having on a former day of this term rendered a verdict for the plaintiff and assessed his damages at $70.00, and a motion for a new trial having been overruled it is therefore considered by the Court that the said H. A. Willis recover from the said W. H. Robinson the said sum of $70.00 together with his costs herein expended.

Afterwards on the 7th day of January A.D. 1885, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit

Entry
H. A. Willis Plaintiff
vs.
W. H. Robinson, Defendant.
} Court of Common Pleas Union County, Ohio.

4230 Now comes the defendant and presents his bill of exceptions which is allowed signed sealed and made part of the Record in this case. January 7th 1885.

On the 7th day of January A. D. 1885, the following Bill of Exceptions was filed with the Clerk of said Court, to-wit:-

Bill of Exceptions
H. A. Willis
vs.
W. H. Robinson
} In the Court of Common Pleas of Union County, Ohio.

Bill of Exceptions.

4230 Be it remembered that at the trial of this cause at the September Term A.D. 1884 of the Court of Common Pleas of Union County Ohio before Hon. John A. Rice and a jury the said trial and proceedings were had and conducted as follows, to-wit: The jury being impaneled and sworn the said plaintiff stated his case on his part, and thereupon the defendant proceeded to the statement of his case and among other things stated that he expected to prove that the account stated in the petition was for goods conditionally purchased by defendant of the plaintiff and that the defendant was to have and did by his contract of purchase have the right upon receipt of said goods to inspect them and if they did not [and returned] suit him he was to return them to the plaintiff and that under this contract he had inspected the goods. And further stated that he also expected to prove that the said contract for said goods was procured from him by sample and that the sample was better than the goods shipped and the defendant for that reason also had the right to return the said goods and would not be liable for the payment therefor.

The defendant having thus stated his case the plaintiff before any witnesses were called objected to the defendants statement and claimed that inasmuch as the defendants answer filed in the case was a general denial he would not be permitted to prove the matters contained in his oral statement to the jury. Thereupon without objections from either party the matter was submitted to the Court to then decide whether the evidence the defendant claimed to have and his defense made in his oral statement could be shown under the general denial in his answer. Thereupon the Court decided that if the defendant wished to prove that the contract was procured by reason of a sample superior in quality to the goods actually delivered such matter must be specially pleaded and could not be shown under the general denial. Thereupon the defendant

asked and had leave to amend his answer and defendant prepared a new answer and submitted it to the plaintiffs counsel for inspection whereupon the counsel for the plaintiff stated that if the amended answer was filed he would aske for a continuance at the defendants cost. The Court then stated to defendants counsel that he would be permitted to introduce any evidence under his first answer that tended to prove the contract for the sale of the said goods was conditional and that by the terms of his contract he had a right to return the goods upon inspection if they did not suit him. That relying upon this statement of the Court the defendant did not file his amended answer but proceeded to trial under his first answer. Thereupon the plaintiff to maintain the issue on his part was sworn as a witness in his own behalf and testified as follows. I am the plaintiff in this case and am the proprietor of the window fasteners mentioned in the account I received the defendants written order for the goods - witness identifies order which was shown him - described in my petition from my traveling salesman and I filed the order and shipped the goods at once as per order. The defendant received the goods and has not paid for them - witness produced and introduced receipt of railroad company for the goods shipped by him to defendant - Witness also testified that defendant in a recent conversation admitted receiving the goods shipped by witness. On cross examination said witness stated that he received notice from the freight office that the goods had been returned to him but that he refused to receive them and never did receive them back. To further maintain the issues on his part the plaintiff called as a witness one Wilks who testified as follows: - My name is — Wilks I am the son of the plaintiff and am his traveling salesman and agent - about the date mentioned in the written order of the defendant I sold him the goods named in the petition and he signed the written order therefor which order witness attached to his deposition and I sent the order to my father just as the defendant made it. Defendant W. H. Robinson was shown the written order for the goods and admitted signing the same. The defendant then also introduced the written order for the goods signed by the defendant which order is hereto attached marked exhibit "A". No other witness were called and no other testimony offered by the plaintiff and he rested his case. Thereupon the defendant to maintain the issue on his part was sworn as a witness in the case and offered his own testimony as follows I am the defendant in this case and the proprietor of a hardware store in Maryville about the time mentioned in the said plaintiffs account the traveling salesman and general agent of the plaintiff came to my store and began showing me a patent window fastener and wanted to sell me some and I finally made this kind of a bargain with him: — The counsel for the plaintiff here objected to the defendant going on with his statement because as it appeared from the deposition the said defendant had signed a written order for the goods. The Court sustained the objection of the plaintiff to which the defendant by his counsel excepted. The counsel for defendant then asked the witness the following questions: - Please go on and state to the jury what conversation if any you had with said traveling agent and what arrangement if any you made with him in regard to the return of the goods. To which question the plaintiff by his counsel objected and the Court sustained the objection and refused to permit the witness to answer. Thereupon the counsel for the defendant stated that he expected to prove by the witness and that the witness would testify that at the time the order for the goods was given and before any writing was made it was agreed between the defendant and the travelling sales

man that if [illegible] and should he [illegible] he was to return goods and [illegible] suitable to his [illegible] sustained the [illegible] to the jury. To [illegible] and refusing [illegible] and there exce[illegible] jury what [illegible] to the return [illegible] question the [illegible] Thereupon the [illegible] by the witness [illegible] said order was [illegible] him. but the [illegible] him. and the same day he [illegible] never seen the [illegible] refused to per[illegible] contradict the [illegible] counsel then [illegible] Court that he [illegible] gave the def[illegible] his bottle before [illegible] returned the [illegible] of them and [illegible] questions to [illegible] of the written [illegible] that behalf. [illegible] by his counsel [illegible] of the plaintiff [illegible] by which he [illegible] But the Court [illegible] being matter [illegible] sustained the [illegible] that in answer [illegible] of the plaintiff [illegible] duce plaintiff [illegible] in a large [illegible] that the defe[illegible] which he de[illegible] allow the se[illegible] the defendant [illegible] had been take[illegible] opening of the [illegible] the contract [illegible] and if not [illegible] and cost. B[illegible]

man that if the defendant would order the goods when they came the said defendant should have the privilege of examining the goods and if they did not suit him he was to return them and that upon this condition he signed the written order for the goods and when the goods came he examined them and found them wholly unsuitable to his trade and returned them at once to the plaintiff. But the Court still sustained the plaintiffs objection and refused to allow any of said testimony to go to the jury. To which ruling of the Court in sustaining the objection to said question and refusing to permit said evidence to be given the defendant by his counsel then and there excepted. Thereupon the defendants counsel asked the witness to state to the jury what was said if anything by the plaintiffs traveling salesman in regard to the return of the goods either before or after said order was signed. To which question the plaintiff by his counsel objected and the Court sustained the objection. Thereupon the defendant by his counsel stated to the Court that he expected to prove by the witness that the plaintiffs said traveling salesman said to witness after the said order was signed that he should not delay returning the goods if he returned them. but he should send them back as soon as he found they would not suit him. and that the witness followed this instruction and returned the goods on the same day he received them and notified the plaintiff and that the witness had never seen the goods since. But the Court still sustained plaintiffs objection and refused to permit said testimony to go to the jury for the reason that it tended to contradict the written order of the defendant to which ruling the defendant by his counsel then and there excepted. Thereupon the Counsel for the defendant stated to the Court that he desired to prove by the witness that the plaintiffs traveling agent gave the defendant instructions to return said goods if they did not suit him and this both before and after the written order was made. and that the defendant had returned the goods according to these instructions and had been wholly defrauded of them and that if the Court would permit such testimony he would put the proper questions to bring it out but the Court held such evidence to be incompetent because of the written order. Thereupon the defendant excepted to the ruling of the Court in that behalf. The defendant further attempting to continue his evidence was asked by his counsel the following question:- You may state whether the travelling Agent of the plaintiff at the time you gave him the order for the goods had any sample by which he sold them if so how did the sample compare with the goods sent. But the Counsel for the plaintiff objected to said question on the ground of its being matter that could not be shown under the general denial and the Court sustained the objection. the Counsel for the defendant then stated that he expected that in answering said question the witness would say that the travelling agent of the plaintiff who took the order did have a sample which he exhibited to induce plaintiff to make the order and that the goods sent were inferior to the sample in a large degree, and that defendant would then claim as a matter of law that the defendant had a right to rescind the contract and return the goods which he did. But the Court still sustained the said objection and refused to allow the said evidence to go to the jury because the facts were not set up in the defendants answer. Thereupon the defendant stated to the Court that he had been taken by surprise in the ruling of the Court as the Court had said in the opening of the case that any evidence could go to the jury that tended to show the contract conditional and the defendant asked to file his amended answer and if need be withdraw a juror and let the case be continued at defendants cost. But the Court stated that in the opening of the case at the time the

the statement was made that any evidence could go that would show the contract for the purchase of the goods conditioned the Court was not informed and did not know that any written order had been made and the Court refused the application of the defendant and ordered the trial to proceed. Whereupon the defendant rested his case, and no other witnesses were called or testimony given by either party and the jury having found in favor of the plaintiff the defendant within three days made a motion for a new trial but the Court overruled the same and rendered judgement on the verdict to which defendant excepted and tenders this his bill of exceptions which is allowed, signed, sealed and ordered to be made a part of the record in this case. This 7th day of January A.D. 1885 John A. Price Judge of Court of Common Pleas 3rd Sub Division, 10th Judicial District of Ohio

Seal

"Exhibit A."

Marysville, Ohio May 5th 1882.

W. A. Willis. ~~~ W. H. Robinson Dealer in General Hardware, Colt & Breech Loading Shot Guns Glass, Agricultural Implements, Oil, Paints, &c. ~~~

Ship me at once by freight the following fasteners:-

3 Gross	Japd at $6.00 per gross	$18.00
1 "	Copper " " " "	6.00
1 "	Nickel " $12.00 " "	12.00
1 Needel free	Ters 2% 10 days	$36.00

W. H. Robinson.

Attest-J. Q. Burgner Clerk.
By A. R. Burgner Deputy.

Bill of Exceptions

Sworn to before &c

R. W. Thompson
vs.
Solomon Fisk

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Oct. 26th 1873, $
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To Clerk:-
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Praecipe
4801

Pleas before his Honor Caleb H. Norris 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 Sub Division of the Tenth Judicial District of the State of Ohio on the 18 day of May in the year of our Lord one thousand eight hundred and eighty-five Thereto fore, To-wit:- On the 14th day of April A.D. 1885, the following petition was filed with the Clerk of said Court, To-wit:-

Petition
4801

R. W. Thompson & Co. Plaintiff
vs.
Solomon Fisk, Defendant
} In the Court of Common Pleas, Union County, Ohio.

And now comes the plaintiff and for cause of action herein says:- That on the 31st day of October 1873, by the consideration of Esquire W. St. Andrews, a Justice of the Peace within and for Millcreek Township, Union County Ohio, a judgment was duly given in favor of plaintiffs against defendant for the sum of One Hundred and Ninety-One 92/100 Dollars and costs of suit taxed at Two Dollars a copy of the Transcript of which judgment is hereto attached. A transcript of said judgment was filed in the Clerks Office November 1st 1873. No part of said judgment has been paid. Wherefore plaintiffs ask judgment thereon in the sum of One Hundred and Ninety-One and 92/100 Dollars with interest from October 31st 1873

Powell & Fullon for Plaintiffs

The State of Ohio
Union County ss.
} James Thompson being duly sworn says that he is a member of the firm of R. W. Thompson & Co. and that the facts stated and allegations in his foregoing petition are true as he believes

James Thompson.

Endorsed: An
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The State of O
Union County,
pursuant to
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true copy of
Cofe. 20. Total $

Sworn to before me and subscribed in my presence this 13th day of April 1885.
L. B. Thompson J. P.

Bill of Particulars

R. W. Thompson & Co. Plaintiff
vs.
Solomon Fisle, Defendant

Bill of Particulars before W. H. Andrews J. P.
Mill Creek Township, Union County, Ohio.

Reads as follows:- "Watkins O. July 25th 1870
" $159.92 One day after date I promise to pay to the order of R. W. Thompson & Co. One "
" Hundred and Fifty-nine and 92/100 Dollars. Int. 10 per cent. Value received "
" Solomon Fisle "

Oct. 26th 1873, Issued Summons and delivered the same to J. R. Owen Const. Oct. 27th 1873
Oct. 27th 1873, I served this writ by leaving a certified copy with the defendant Oct. 30th 1873, returned the same (original writ) Fees: Service 25cts, mileage 35cts - .60 J. R. Owens Const.
Oct. 31st 1873, one o'clock P. M. Time set for trial. The defendant Solomon Fisle failed to appear therefore in default of his appearance; it is considered by me that the said Solomon Fisle defendant shall pay the plaintiff R. W. Thompson & Co. One Hundred and Fifty nine and 92/100 Dollars ($159.92/100) principal and thirty one and 8/100 Dollars Int. (rate 6%) and costs of suit taxed at $2.00 ~~ Justice fees:- Filing Summ. .05, Index .05, Issuing Summ 25, Judg't .40, Doc. Entry .05, Total $1.40, transcript .30 cert. .25 = Total $1.95, Const. fees .60 ~~ W. H. Andrews.

The State of Ohio, Union County
Mill Creek, 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 in the cause W. H. Andrews
The State of Ohio
Union County, ss. } It is hereby certified that the above is a correct copy of the original transcript now on file in my office. Witness my hand and official seal this 14th day of April 1885. J. B. Ogle aforesaid Off.
J. L. Brugner Clerk. Seal

Praecipe
4 5 0 1

To Clerk:-
Issue a summons to Sheriff of Union Co. O. for Solomon Fisle returnable according to law. Amount claimed $191.92 with interest from Oct. 31st 1873.
Powell & Fullon for Plaintiffs

On the 14th day of April A. D. 1885 a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

The State of Ohio
Union County, ss } Summons
To the Sheriff of the County of Union Greeting:-
We command you to notify Solomon Fisle that he has been sued by R. W. Thompson & Co. in the Court of Common Pleas of Union County, and that unless he answers by the 18th day of May A. D. 1885 the petition of said R. W. Thompson & 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 27th day of April A. D. 1885.
Seal Witness my hand and the seal of said Court, this 14th day of April A. D. 1885. J. L. Brugner, Clerk.

Endorsed: Amount claimed $191.92 with int. from Oct. 31st 1873 Powell & Fullon Attys. for Pltf.
Returned and filed April 27th 1885 endorsed as follows, to-wit:-

The State of Ohio
Union County, ss. } Sheriffs Return
Received this Writ April 14th A. D. 1885, at 2 o'clock P. M. and pursuant to its command on the 22nd day of April A. D. 1885, I served the same by leaving at the usual place of residence of the within named defendant a true copy of this writ with endorsements thereon. ~~ Service .30 Mileage 2.40, Copy .20. Total $2.90
M. Hopkins Sheriff, By A. H. Goodwin Deputy.

Afterwards on the 20th day of May A.D. 1884 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to wit:-

Entry — R. W. Thompson & Co. vs. Solomon Fisk — Court of Common Pleas, Union County, Ohio.

4801 This day this cause came on to be heard upon the petition and the evidence, the defendant though duly served with a summons herein having failed to answer, demurrer or otherwise object to the petition of the plaintiff. On consideration whereof and the Court being fully advised in the premises finds that there is due to plaintiffs from defendant upon the judgment mentioned in the petition, interest being calculated to the 1st day of this term, the sum of $323.32. It is therefore considered and adjudged by the Court that the said plaintiff recover of the said defendant the said sum of $323.23 and his costs herein taxed at $ for all of which execution is awarded.

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

Pleas before his Honor Caleb H. Norris 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 Eighteenth day of May in the year of our Lord one thousand eight hundred and eighty five.

Heretofore, To wit: On the 24th day of January A.D. 1885 the following Petition was filed with the Clerk of said Court, to wit:-

Petition — James P. Carter Plaintiff vs. Albon Worthem and Eli W. Fisher, Defendants — Court of Common Pleas, Union County, Ohio. Petition

4707 1st. Now comes the plaintiff James P. Carter and for his cause of action of action says it is founded upon a written instrument for the payment of money of which the following is a true copy:-

" Magnetic Springs, March 7th 1882. "
" On the Seventh day of March 1884, for value received I promise to pay Eli "
" Fisher or bearer Five Hundred Dollars with interest at 8% from date. Secured by "
" mortgage — Signed — Albon Worthem "
" The following endorsement appearing upon said note - "For value received of J.P. "
" Carter I transfer the within note and I do guarantee the payment of same to him" "
" this the 21st day of September 1883. (signed) E. W. Fisher "

2nd. The plaintiff further says that for his second cause of action the defendant Albon Worthem made and delivered his promissory note on the 7th day of March 1883, of which the following is a true copy:-

" Magnetic Springs, March 7th 1883 "
" On the Seventh day of March 1883 for value received I promise to pay Eli "
" Fisher or bearer Five Hundred Dollars with interest at 8% from date. Secured "
" by mortgage. — Signed — Albon Worthem. "
" The following endorsement appears upon said note: "For value received of J. P. "
" Carter I transfer the within note and I do guarantee the payment of same "
" to him this the 21st day of September 1883, — signed E. W. Fisher "

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Waiver of Summons — James P. Carter
vs.
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3rd. The defendant Albon Worthen on the Seventh day of March 1883 to secure the payment of said notes executed and delivered to the defendant Eli Fisher his mortgage Deed, and thereby conveyed to the defendant Eli Fisher, his heirs and assigns the following lands and tenements situated in said County of Union and State of Ohio and in the Village of Magnetic Springs and bounded and described as follows:- Being a part of the East half of Lot D and fronting 21 feet and six inches on Magnetic Street and running South 87 feet. The conditions contained in said mortgage Deed was in substance that if the said Albon Worthen shall pay or cause to be paid unto the said Eli Fisher, his heirs or assigns, executors or administrators his two promissory notes herein described when due then these presents shall be void, otherwise to be and remain in full force and virtue in law forever.

4th. On the 23rd day of May 1883, at 1 o'clock P.M. the said mortgage was received by the Recorder of said County of Union, and by him recorded June 7th 1883 in Union County Record of Mortgages Vol. 20. Page 258. The plaintiff says he is the legal owner of said notes and mortgage and that he paid a valuable consideration for the same. The following assignment appears upon said mortgage:- September 21st 1883, for value received of James P. Carter I transfer the within mortage and notes, that this guarantees the payment of same to him ---- signed ---- E. W. Fisher.

5th. The said Mortgage Deed has become absolute as to the note just mentioned there is due and remaining unpaid upon said note Five Hundred and Seventy Five Dollars and Twenty two cents with interest at 8% from June 24th 1885. The plaintiff further says Eli W. Fisher is an endorser upon said notes and is liable for the payment of same. The plaintiff therefore prays that judgment be rendered against the said defendant Albon Worthen and Eli Fisher for the sum of Five Hundred and Seventy Five and 22/100 Dollars with interest at 8% from January 24th 1885, 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 execution awarded for balance. And that such other action may be had upon the note not due as described in the second cause of action as the law and equity of the case may demand.

Cameron & Woodburn Attorneys for Plaintiff.

The State of Ohio, }
Union County, ss. } R. L. Woodburn being first duly sworn deposeth and saith that he is one of the attorneys of record of the said plaintiff 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 made in the above petition are true as he verily believes

R. L. Woodburn

Sworn to before me and subscribed in my presence this 24th day of July 1885

J. D. Burgner Clerk. (Seal)

Praecipe

Clerk:- Issue Summons to Sheriff of Licking Co. for Albon Worthen, Endorse:- foreclosure of Mortgage. Amount claimed, due and unpaid upon said indebtedness $5.75 22/100.

Cameron & Woodburn Attorneys for Plaintiffs

And issue summons to Sheriff of Union County for Eli Fisher, Endorse: Action upon note and foreclosure of mortgage. Amount claimed and unpaid $5.75 22/100

Cameron & Woodburn Attorneys for Plaintiff.

Waiver of Summons

James P. Carter

vs.

Albon Worthen, Eli W. Fisher

4707

Court of Common Pleas, Union County Ohio.

Now comes Eli W. Fisher one of the defendants in the above case, and hereby waives the issuing of summons in this action and does hereby enter his appearance in this case for the purpose of saving costs.

E. W. Fisher.

On the 24th day of January A.D. 1885; a Summons was issued 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 Licking, Greeting:

4707 — We command you to notify Albon Wortheim that he and Eli W. Fisher have been sued by James P. Carter in the Court of Common Pleas, of Union County, and that unless he answers by the 21st day of February A.D. 1885, the petition of said James P. Carter against him filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 2nd day of Feb. A.D. 1885. Witness my hand and the seal of said Court, this 24th day of January A.D. 1885. J.D. Brugger, Clerk. Seal

Endorsed Suit to foreclose for Foreclosure of Mortgage. Amount claimed $575.22/100 with int. at 8% from Jan. 24th 1885. Converse & Woodburn Plaintiffs Attorneys.

Sheriffs Return. — Writ returned and filed Feb. 2nd 1885. Endorsed as follows, to wit:-

The State of Ohio, Licking County ss. } Sheriffs Return. Received this Writ January 26th A.D. 1885, at 8 o'clock A. M. and pursuant to its command, on the 30th day of January A.D. 1885, I served the same by delivering a true copy thereof to the within named Albon Wortheim personally. Service 2.0, Mileage 1.60, Copy .20, Docket, Postage .13, Total $2.23. Geo. W. Hall Sheriff of Licking Co. Ohio. By A.J. Cady Deputy

On the 10th day of March, 1885; the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry — James P. Carter, Plaintiff vs. Albon Wortheim et al. Defendants } Court of Common Pleas, Union County ss.

4707

This cause now coming on for hearing on the petition and the evidence, the Court find that the defendant Albon Wortheim has been duly served with Summons in this case, and that he is now in default for answer and demurrer and that the allegations of the petition are thereby confessed by him to be true. And that the defendant executed to the plaintiff his two several notes as set forth in the plaintiffs petition, that one has become due since that time, and that one of said notes was past due when the petition was filed. The Court further find that there is due the plaintiff from the defendant on said notes with interest from the date of this decree the sum of Eleven Hundred and Sixty 5/100 Dollars with eight per cent interest from March 7th 1885. The Court further find that in order to secure to plaintiff the payment of said several notes the defendant Albon Wortheim executed and delivered to said James P. Carter his certain mortgage as in the petition described and on the premises therein described that said mortgage was duly recorded in Book 20 Page 258 of the Records of Mortgages of Union County, and is a good and valid lien on the premises described in the petition, and that the conditions of said mortgage have been broken. It is therefore considered by the Court that the plaintiff recover from the defendant Albon Wortheim the said sum of Eleven Hundred and Sixty & 5/100 and his costs herein expended. And it is further adjudged and decreed that unless the defendant Albon Wortheim shall within ten days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs, and to the plaintiff herein the sum so found due as aforesaid with interest from March 7th 1885, at 8 per cent: the defendants equity of redemption be foreclosed and said premises be sold and that an Order of Sale issue therefor to the Sheriff of Union County directing him to appraise

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for further order
James P. Carter
vs.
Albon Wortheim,

Praecipe

4707

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The State of Ohio
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Date of Date.

4707

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advertise and sell said premises as upon execution and report his proceedings to this Court for further order And the cause continued as to Eli W. Fisher one of the defendants for service.

James P. Carter, Plaintiff
vs.
Alban Wartham, et. al. Defendants

Court of Common Pleas, Union County, Ohio.
Marysville April 8th 1885.

To the Clerk of said Court:- Issue an Order of Sale in the above case returnable according to law. Cannon & Woodburn Attys for Plaintiff

Accordingly on the 8th day of April A.D. 1885 the following Order of Sale was issued by the Clerk of said Court, to-wit:-

The State of Ohio
Union County, ss.

Order of Sale.

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 sixth day of March A.D. 1885, in the cause of James P Carter Plaintiff and Alban Wartham et.al. Defendants said James P. Carter obtained a judgment or decree against the said Alban Wartham for the sum of Eleven Hundred and Sixty and 50/100 Dollars and costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed that said Alban Wartham shall within — days from the 7th day of March A.D. 1885, pay unto the said James P. Carter the said sum of Eleven Hundred and Sixty and 50/100 Dollars with interest from 7th day of March A.D. 1885, at the rate of 8 per cent per annum, and to the Clerk of this Court the costs of this action herein, taxed to $ and upon default to pay the same that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in Plaintiffs petition &c. And whereas, the — days aforesaid have fully expired and the said sum of $1160.50 with interest and costs have not been paid as aforesaid as appears to us of record. You are therefore commanded to proceed and cause to be appraised advertised and sold as aforesaid the following lands and tenements, to-wit: Situate in Village of Magnetic Springs, County of Union and State of Ohio, bounded and described as follows: Being a part of the East half of lot "D" and fronting 21 feet and six inches on Magnetic Street and running South 87 feet.

We therefore command you, that you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the Statute regulating sales on executions, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein: and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you. Witness my signature as Clerk, of our said Court of Common Pleas and the Seal of said Court, at Marysville, Ohio this 8th day of April A.D. 1885.

Seal

J. D. Baughman, Clerk.

The State of Ohio
Union County, ss.

Sheriffs Return.

In obedience to the command of the Order of Sale hereto annexed I did on the 9th day of April 1885, summon A. Hodges Saml. Drake and H. B. Hoskins 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 9th day April A.D. 1885, said appraisers returned to me, under their hands and seals that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at Fifteen Hundred 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 15th day of April 1885, I

caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court-House in said County on the 23rd day of May A.D. 1885 at 2 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 May A.D. 1885, at the time and place above mentioned, proceed to offer said lands and tenements at public sale and there and there came E.W. Fisher who bid for the same the sum of One thousand and thirty-Four Dollars and said sum being more than two thirds of the appraised value thereof and said E.W. Fisher being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of One thousand and thirty-Four Dollars. ~~~ Sheriffs Fees:- Levee .30, Summoning and Swearing Appraisers 1.20, Conveying Appraisers 1.00, Writing Appraisal .30, Copy of Appraisal .30, Notice to Owner .20, Mileage 1.70 Brundage 14.34 Total $20.50 Appraisers Fees $3.00, Printers Fees $9.00

M. Hopkins Sheriff By A.H.S. Deputy

On the 22nd day of May A.D. 1885, the following Proof of Publication was filed with the Clerk of said Court which reads as follows, to wit:-

Proof of Publication

James P. Carter
vs.
Albert Wartheim et al.

On Order of Sale.

Court of Common Pleas, Union County, Ohio

4707

By virtue of the above stated writ to me directed from the Court of Common Pleas, Union County, Ohio, I will offer at public sale at the north door of the Court-House in Marysville, Ohio, on Saturday, May 23rd 1885, 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 Magnetic Springs, County of Union and State of Ohio and being known and described as follows: Situate in the Village of Magnetic Springs and being a part of the east half of lot "26" and fronting twenty one feet and six inches on Magnetic Street and running South eighty-seven feet. Appraised at $155.00 Terms of sale- Cash.

Marion Hopkins, Sheriff.

April 15th 1885.-5 w-pf $9.00 Cameron & Woodburn 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 consecutives weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication being on the 16th Apr. 1885.

N. O. Shearer

Sworn to and subscribed before me, this 22nd day of May 1885.

Seal

J. P. Burgner, Clerk.

On the 25th day of May A.D. 1885, the following Entry was made on the Journal of said Court which reads as follows, to-wit:-

Entry

James P. Carter Plaintiff
vs.
Albert Wartheim and Eli W. Fisher, Defendants

4707

Court of Common Pleas

This cause coming on for hearing was submitted to the Court on the pleadings: the Court find that the defendants Albert Wartheim and Eli W. Fisher have been duly served with a Summons in this case and that they are in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true. the Court further find that since the filing of petition in the above case, that last note described in plaintiffs petition has become due and that there is due upon said note the sum of Five Hundred and Ninety $ 95/100

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4707

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Dollars. It is therefore considered by the Court that the plaintiff recover from the defendants Albon Wartheu and Eli W. Fisher the said sum of Three Hundred and Ninety & 75/100 Dollars and his costs herein expended.

Afterwards on the 29th day of May A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, To-wit:-

Entry

James P. Carter Plaintiff

vs.

Albon Wartheu, et. al. Defendants

Court of Common Pleas, Union County, Ohio.

4707

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 after 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 Eli W. Fisher by deed according to law the property so sold, and the said purchaser is hereby subrogated to all rights of the lien holders on said premises so far as they may be joined herein for the protection of his title and a writ of possession is awarded to put said purchaser in possession of said premises. It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be cancelled on the Record thereof in the Office of the Recorder of Union County. And the Court coming now to distribute the proceeds of said sale amounting to $1034.00 It is ordered that the Sheriff out of the money in his hands pay: First, To the Treasurer of Union County the tax assessed against said property amt. $5.13 - Second, The costs of this action taxed at $44.50 - Third to the plaintiff James P. Carter the balance of the money remaining in his hands amounting to $ —— to be applied as a credit upon his judgment against the said defendants as set forth in plaintiffs petition. And there still remaining due to the said James P. Carter the sum of $196.33 - Execution is awarded against the said Albon Wartheu and Eli W. Fisher therefor.

Attest- L. D. Burgner, Clerk
By A. R. Burgner, Deputy

Pleas before his Honor Caleb H. Norris 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 eighteenth day of May in the year of our Lord one thousand eight hundred and eighty five

Heretofore, to-wit: on the 31st day of January A.D. 1885 the following Petition was filed with the Clerk of said Court to-wit:-

Petition

Wm. Batchelor, as Executor of
D. L. Triplett deceased, Plaintiff
Against
Sylvester L. Bell, Josephine A. Bell and
Julia Bell, Defendants.

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

4718

That about the first of December 1884 D. L. Triplett died leaving a will whereby he appointed plaintiff sole executor thereof which will was on the day of December 1884 duly admitted to probate in the Probate Court of Coshocton County, Ohio, and letters testamentary were on the day of December 1884, by said Court duly issued thereon to the plaintiff, who thereupon

duly qualified and entered on the duties of such office.
2nd Plaintiff says that on the 5th day of September 1881, during the life time of said D. L. Triplett, the defendant Sylvester L. Bell made and delivered to said D. L. Triplett his promissory note of that date and thereby promised to pay to said D. L. Triplett or order Twenty Five Hundred Dollars in five years thereafter with interest thereon @ 7½ % from date. Interest payable annually (a copy of said note is hereto attached marked exhibit "A") 3rd The defendant Sylvester L. Bell and Josephine M. Bell on said 5th day of September 1881 to secure the payment of said note and the interest thereon executed and delivered to said D. L. Triplett their mortgage deed of that date and thereby conveyed to said D. L. Triplett his heirs and assigns the following premises:- Situate in the County of Union and State of Ohio and in Dusbury Township, being a part of U. M. Survey No. 3693 Beginning at a stake in the centre of the Bellefontaine Road and South East corner of lands owned by Geo Hill. Thence N. 80½ E. with the centre of said Bellefontaine Road 151 20/100 poles to a stone in the line of land owned by Isaac Gane: thence N. 9° E. on the line of lands owned by Isaac Gane 104 poles to a stake and stone; thence N. 81° W. on line of lands owned by Isaac Gane 151 80 poles in line of lands owned by George Hill; thence S 9° W. with Hills East line and Survey line between Surveys No. 3692 & 3693, 106 poles to the beginning containing One Hundred Acres more or less.
4th On said 5th day of September 1881, at 5 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 Sept. 12th 1881 in Vol. 18 Page 182 Mortgage Record for Union County, Ohio.
5th The said deed has become absolute. There is now past due and remaining unpaid upon said indebtedness the sum of Three Hundred and Sixty two and 50/100 Dollars with 6% int. on $187.50 from Sept. 5th 1882 and 6% interest on $187.50 from Sept. 5th 1883 and 6% int. on $187.50 from Sept. 5th 1884
6th The said Julia Bell claimes some interest in said lands as plaintiff is informed but he denies the same and asks that she be required to answer or set up any interest she may claim therein or be forever estopped from laying any claim thereto in the future.
7th The plaintiff therefore asks judgment against Sylvester L. Bell for $362.50 with 6% int. on $187.50 from Sept. 5th 1882, - 6% int. on $187.50 from Sept. 5th 1883, and 6% int. on $187.50 from Sept. 5th 1884 - and that said mortgage may be foreclosed, the said premises ordered to be sold and the proceeds applied to the payment of said debt and for all proper relief

A. T. Carpenter Attorney for Plaintiff

The State of Ohio, Union County ss. A. T. Carpenter being sworn says he is the attorney for the above named plaintiff and duly authorized herein - that said plaintiff is a non resident of said County of Union and is now absent - therefrom. Affiant further says that the facts stated and allegations contained in the plaintiffs 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 31st day of January 1885.

J. L. Bruegner Clerk. (Seal)

To Clerk:- Issue Summons in above case returnable according to law. Endorse Amt. claimed $362.50 with 6% int. on $187.50 from Sept. 5th 1882, and 6% on $187.50 from Sept. 5th 1883 and 6% int. on $187.50 from Sept. 5th 1884 and foreclosure of mortgage.

A. T. Carpenter Atty for Plaintiff

Copy of Note

"A."

"$2500.00 Marysville Ohio Sept. 5th 1881
"Five years after date I promise to pay to the order of D. L. Triplett Twenty five Hundred Dollars" "at 7½% int. from date. Interest payable annually. Value received." "Sylvester L. Bell"

Summons

47 18

Sheriffs Return

Entry

47 18

Praecipe

On the 31st [illegible]
reads as follows, [illegible]
The State of Ohio
Union County, ss.

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Court of Common
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On the 31st day of January A.D. 1885 a summons was issued by the Clerk of said Court which reads as follows, to wit:-

Summons 47 18

The State of Ohio
Union County, ss.

Summons.

To the Sheriff of the County of Union Greeting.

We command you to notify Sylvester L. Bell, Josephine M. Bell and Julia Bell that they have been sued by Wm Batchelor as Executor of D. L. Triplett, deceased, in the Court of Common Pleas of Union County, and that unless they answer by the 2nd day of February A.D. 1885 the petition of said Wm Batchelor as Executor of D. L. Triplett deceased against them filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 9th day of February A.D. 1885. Witness my hand and the seal of said Court, this 31st day of Jan A.D. 1885

J. D. Bruner Clerk. Issued

Endorsed:- Action for foreclosure of mortgage. Amount claimed $62.50 with 6% int on $187.50 from Sept. 5th 1882, and 6% int on $87.50 from Sept. 5th 1883 and 6% int on $87.50 from Sept. 5th 1884.

A. D. Carpenter Plaintiffs Attorney.

Writ returned and filed Feb. 4th 1885, endorsed as follows, to wit:-

Sheriffs Return

The State of Ohio
Union County, ss.

Sheriffs Return

Received this Writ January 31st A.D. 1885, at 4 o'clock P. M. and pursuant to its command, on the 3rd day of February A.D. 1885 I served the same by delivering a true copy with endorsements thereon to the defendants S. L. Bell and Josephine Bell, Julia Bell not found in my County. — Service 60, Mileage 160, Return 25. Total $2.45 —

W. Hopkins Sheriff

Afterward on the 16th day of March A.D. 1885, an Entry was made on the Journal of said Court which reads as follows, to wit:-

Entry 47 18

William Batchelor Executor
vs.
Sylvester Bell et. als.

Court of Common Pleas, Union County, ss.

And now comes the said William Batchelor Executor by his attorney and the said defendants still failing to answer or demur to said petition it is considered that the said plaintiff is entitled to an account of the money due him as executor, in the premises and the Court after hearing the evidence do find that there is due to said plaintiff, as executor as aforesaid, on the note and mortgage in said petition described the sum of Six Hundred and Eleven and 43/100 Dollars ($611.43/100) (including interest computed up to February 16th 1885) It is therefore considered by the said Court here that the said plaintiff recover of the said defendant Sylvester Bell the said sum of Six Hundred and Eleven and 43/100 Dollars ($611.43/100) with interest at 7½ % from February 16th 1885 and also his costs taxed to $ And it is further ordered and adjudged that in case said Sylvester Bell fails for 5 days from this 16th day of March 1885, to pay to said plaintiff the said sum of $611.42 @ 7½% int. from February 16th 1885, so as aforesaid found due with costs of suit, an order issue to the Sheriff of said County commanding him to cause the said lands and tenements in said petition described to be appraised, subject to the dower estate therein of Julia Bell, and advertised and sold subject to said dower estate of said Julia Bell according to law and apply the proceeds of said sale in satisfaction of the said sum so found due with costs of suit.

Praecipe

William Batchelor, Executor
vs.
Sylvester Bell et. al.

Court of Common Pleas Union County, Ohio.
Marysville, March 16th 1885-

To the Clerk of Said Court; Issue an Order of Sale in above case to Sheriff of said County, returnable according to law. A. D. Carpenter Atty for Plff

On the 16th day of March A.D. 1885- an Order of Sale was issued by the Clerk of said Court which reads as follows, to wit:-

Order of Sale 4718

The State of Ohio } Order of Sale
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 10th day of March A.D. 1885 in the cause of William Batchelor Executor Plaintiff and Sylvester Bell et al Defendants; said William Batchelor obtained a judgment or decree against the said Sylvester Bell for the sum of Six Hundred, Eleven and 43/100 Dollars and costs of suit:- And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Sylvester Bell shall within 3 days from the 10th day of March A.D. 1885 pay unto the said William Batchelor the said sum of Six Hundred Eleven and 43/100 Dollars with interest from 16th day of February A.D. 1885- at the rate of 7½ per cent. per annum and to the Clerk of this Court the costs of this action herein taxed to $ and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in Plaintiffs petition subject to the dower estate of Julia Bell therein. And whereas, the 3 days aforesaid have fully expired and the said sum of $611.43 with interest and costs have not been paid, as aforesaid as appears to us of record. You are therefore commanded to proceed, and appraise, advertise and sell, as aforesaid, the following lands and tenements, to-wit: Situate in Township of Dunbury County of Union and State of Ohio, bounded and described as follows: being part of U.M. Survey No. 3693. Beginning at a stake in the centre of the Bellefontaine Road and South East corner of lands owned by Geo. Hill. Thence N. 80½° E. with the centre of said Bellefontaine Road 131 29/100 poles to a stone in the line of lands owned by Isaac Gane. Thence N. 9° E. on the line of lands owned by Isaac Gane 104 poles to a stake and stone: Thence N. 81° W. on line of lands owned by Isaac Gane 131 29/100 poles in line of lands owned by George Hill: thence S. 9° W. with Hills East line and Survey line between Surveys Nos. 3692 & 3693. 106 poles to the beginning: containing One Hundred 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 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 16th day of March A.D. 1885-

Seal

J. Q. Burgner Clerk By W. M. Krueger Deputy Clerk.

Sheriffs Return 4718

The State of Ohio, } Sheriffs Return.
Union County, ss. } In obedience to the command of the Order of Sale hereto annexed I did on the 20th day of March 1885, summon Henry Highbargaine, Dennis + (his mark) Antire and Hugh McAdow 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 20th day of March A.D. 1885, 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 fifty-five ($55.00) dollars per acre. A certified copy of said appraisal & forfeiture deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 8th day of April 1885, I caused to be advertised in Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold

Proof of Publication 4718

at public sale, a
o'clock P.M. of sa
days next
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proceed to offer
to the one who bid
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On the
with the Clerk of
William Ba
vs.
Sylvester Bell,

Entry 4718

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William Ba
vs.
Sylvester Bel

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at public sale, at the door of the Court House of said County on the 9th day of May A.D. 1885, at 2 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 May A.D. 1885, at the time and place above mentioned proceed to offer said lands and tenements at public sale, and then and there came Daniel T. Lee who bid for the same the sum of thirty-Six $^{67}/_{100}$ Dollars per acre, and said sum being more than two-thirds of the appraised value thereof, and said Daniel T. Lee being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of thirty six $^{67}/_{100}$ Dollars per acre. --- Sheriffs fees, Levie, 30 Summoning and Swearing Appraisers 1.20, Conveying Appraisers 1.00, Writing Appraisal 30, Copy of appraisal 30, Notice to Printer, 30, Mileage 1.60, Total $5.00 - Appraisers fees $3.00, Printers fees $11.00

Marion Hoffheins Sheriff. By A.H. Woodruff Deputy.

On the 22nd day of May A.D. 1885, the following Proof of Publication was filed with the Clerk of said Court to wit:-

Proof of Publication

William Batchelor
vs.
Sylvester Bell, et. al.

Sheriff's Sale.
Court of Common Pleas, Union County, Ohio.
Order of Sale.

4718

By virtue of the above stated writ from said Court to me directed, I will offer for sale at the north door of the Court House in Marysville Ohio on Saturday, May 9th 1885, at or about the hour of one o'clock P. M. on said day the following described realestate to-wit. Situate in the county of Union, State of Ohio and bounded and described as follows; Being part of U. M. Survey No. 3693 beginning at a stake in the center of the Bellefontaine road, and S. E. corner of lands owned by George Hill; thence N. 8 ½° E. with the center of said Bellefontaine road 151 20-100 poles to a stone in the line of lands owned by Isaac Zane thence N. 9° E. on the line of lands owned by Isaac Zane 109 poles to a stake and stone; thence north 81° W. on line of lands owned by Isaac Zane 151 8-10 poles in line of lands owned by George Hill; thence South 9° West with Hills East line and Survey line, between surveys Nos. 3692 and 3693, 106 poles to the beginning, containing one hundred acres more or less. Subject to the dower estate of Julia Bell therein. Appraised at $35.00 per acre. Terms of sale, cash.

Marion Hoffheins, Sheriff

A.T. Carpenter, Attorney. April 8th 1885- 5w- fee $11.00

The State of Ohio
Union County, S.S. } The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the Marysville Tribune, a newspaper of general circulation in the County of Union, the first publication beginning with to April 8th 1885,

W. O. Shearer

Sworn to and subscribed before me, this 22nd day of May 1885.

J. D. Burgess, Clerk. [seal]

On the 28th day of May A.D. 1885, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

William Batchelor Executor
vs.
Sylvester Bell et. al.

Court of Common Pleas, Union County, Ohio.

4718

On motion of the said plaintiff by A.T. Carpenter his attorney, and on producing the return of the Sheriff of this County of a sale of Real Estate made by him on the 9th day of May 1885, on an order of Sale issued in this case and dated the 16th day of March 1885, and the Court on Examination of said proceedings, being satisfied that said sale has been

made in all respects in conformity to law, it is ordered that said sale and proceedings be and the same is hereby confirmed. And it is further ordered that the Sheriff make to the purchaser Daniel W. Lee a deed in fee simple for the lands and tenements so sold. And a writ of possession is awarded to put the said purchaser in possession of said premises. And the Court coming now to the distribution of the purchase money in the hands of the Sheriff orders that he pay:-

First:- To the Treasurer of this County the taxes and penalty due upon the property so sold, to wit $324.11

Second: To the Clerk of this Court the costs of this action taxed to $29.10

Third: To the plaintiff Wm Batchelor the amount of the judgment herein rendered with interest to this date, to-wit $624.00

Fourth: To the plaintiff Wm Batchelor the balance owing on his note and mortgage including interest at 7% computed to date, viz: $2635.41

Fifth: To the defendant Sylvester Bill the balance, to-wit: $54.35

Sixth: It is further ordered that plaintiff may receive the amount of the taxes out of the purchase money and assume and pay the same himself at some future time.

Attest- L. D. Burgener, Clerk
By A. R. Burgener, Deputy

Pleas before his Honor John A. Price, Judge of the Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio in the year of our Lord, one thousand eight hundred and eighty five on the Eighteenth day of May.

Heretofore to-wit: On the 28th day of January A.D. 1885, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition 4708

Elija M. Kerr, Plaintiff
Against
Joseph Easton and Margaret Easton, Defendants

Court of Common Pleas, Union Co. Ohio
Petition

That on the 20th day of January A. D. 1835, plaintiff intermarried with one Robert M. Kerr, That on the 9th day of January A.D. 1877 said Robert M. Kerr died, having been seized during said coverture of an estate of inheritance in the following premises situate in the County of Union and State of Ohio and being part of lots 9 & 12 of the sub-division of Dr. M. Survey No. 3497 Beginning at a stone South East corner to lot No. 12 thence with the north line of lots Nos 12 & 9 N. 81½° E. 204 poles to a stone corner to Adam Phillips land; thence with a line of said land N. 8¼° W. 85 poles to a stone corner to said Adam Phillips land; thence with another line of said land S. 81¾° W. 32 poles to a stone in the East line of Charles Parrotts land; thence with several of Charles Parrotts lines as follows: S. 8½° E. 11 2/100 poles to a stone S. 81½° W. 36 poles to a stone S. 8½° E. 6 1/100 poles to a stake S. 81½ W. 8 88/100 poles to stake N. 8½° W. 6 1/100 poles to a stone S. 81½° W. 57 72/100 poles to a stone N. 8½° W. 12 8/100 poles to a stake S. 81½° W. 68 72/100 Poles to a stone South West corner to said Charles Parrotts land in the West line of said lot No. 12: thence with said line S. 7¾° E 84 88/100 poles to the beginning containing 100 Acres more or less. Said property is now claimed by the defendant Joseph Easton and the defendant Margaret Easton, his wife, said Joseph Easton claimes said premises through various persons, holding under title derived from grantees of said Robert M. Kerr. Plaintiff is entitled to dower in said premises, and prays that the same may be assigned her therein and for such other relief as is proper. Thos. N. Page & A. T. Carpenter
Attys for Plaintiff

Writ of Dower 4708

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Entry 4708

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The State of Ohio
Union County, ss. } A. T. Carpenter being sworn says he is one of the attorneys 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 is now absent therefrom. Affiant further says that the facts stated and allegations in plaintiffs foregoing petition are true as affiant verily believes

A. T. Carpenter.

Sworn to by A. T. Carpenter before me and signed by him in my presence this 28th day of January 1885.

J. R. Burgner Clerk. Seal

We hereby waive the issuing and service of summons for us in above entitled cause and enter our appearance herein this 28th day of January 1885.

Josephs Eastoe.
Margaret Eastoe.

Afterwards on the 17th day of June A.D. 1885, an Entry was made on the Journal by the Clerk of said Court which reads as follows, viz:-

Eliza M. Kerr, Plaintiff
vs.
Joseph Eastoe et. al. Defendants } Court of Common Pleas, Union County, Ohio.

Entry

4708

This day this cause came on for hearing and was submitted to the Court upon the pleadings and the evidence; on consideration whereof the Court find that the said Robert M. Kerr, 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 said Robert M. Kerr deceased and that she is entitled to have her dower in 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 full equal third part of the premises described in the petition, the value thereof to be estimated exclusive of any improvements made on said tract of land since said Robert M. Kerr ceased to be the owner thereof, but including such increased value as said tract of land may derive from surrounding improvements, and that a writ issue to the Sheriff of Union County, commanding him that by the oaths of D. S. Lee James A. Henderson and Geo. Baldwin 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 be set off and assign such dower to said plaintiff according to law. And that of such proceedings together with said Commissioners appraisement of the yearly net value of said real estate estimated from the 28th day of January 1885, (excluding all permanent and valuable improvements made thereon after Robert M. Kerr ceased to be the owner thereof) to the day of such assignment of dower, the said Commissioners and the said Sheriff make return without unnecessary delay.

Afterwards, on the 25th day of June A.D. 1885, the following Writ of Dower was issued by the Clerk of said Court, to-wit:-

Writ of Dower

Writ of Dower

The State of Ohio
Union County, ss: } To the Sheriff of Said County Greeting:-

4708

We commond you, that without delay, by the oaths of D. S. Lee, James A. Henderson, and Geo. Baldwin you cause to be set off and assigned to Eliza M. Kerr, the widow of Robert M. Kerr late of said County, deceased, one full equal third part of the following real estate, situate in Union County

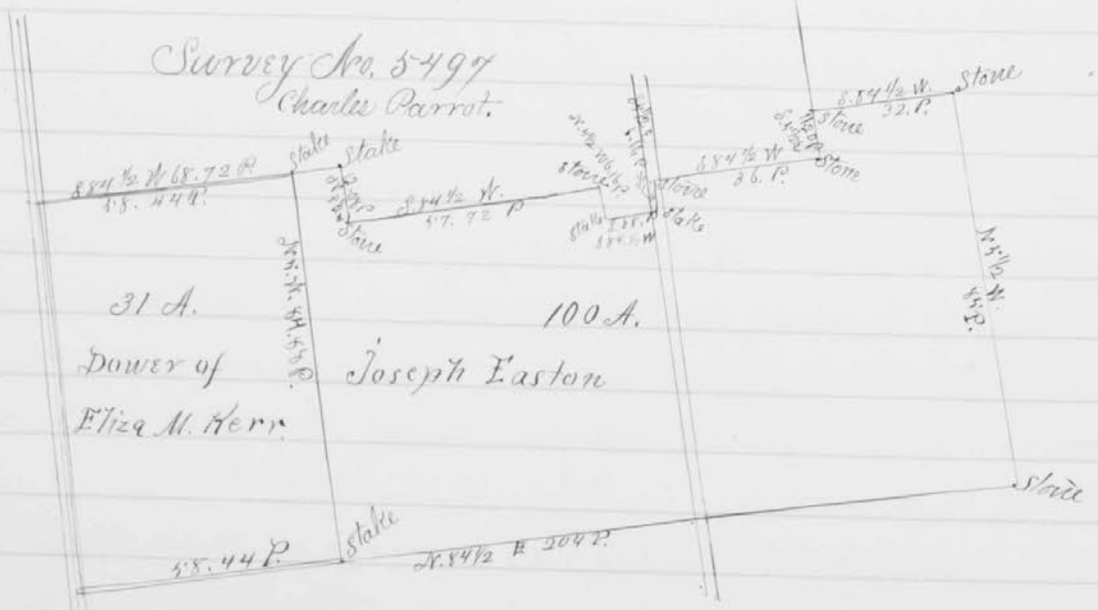
and State of Ohio, being part of lots 9 and 12 of the sub-division of D. M. Survey No. 5497 Beginning at a stone S. W. corner to Lot 12; thence with the W. line of lot No. 12 and of No. 81 Pole E 204 poles to a stone corner to Adam Phillips land; thence with a line of said land N. 8 1/4 W. 85 poles to a stone corner to said Adam Phillips land; thence with another line of said land S. 81 3/4 W. 32 poles to a stone in the East line of Charles Parrotts land; thence with several of Charles Parrotts lines as follows: S. 8 1/2 E. 11 2/100 poles to a stone S. 81 1/2 W. 36 poles to a stone S. 8 1/2 E. 6 1/100 poles to a stake S. 81 1/2 W. 8 7/100 poles to a stake N. 8 1/2 W. 6 16/100 poles to a stone S. 81 1/2 W. 57 72/100 poles to a stone N. 8 1/2 W. 12 7/100 poles to a stake S. 81 1/2 W. 68 72/100 poles to a stone S. W. corner to said Charles Parrotts land in the West line of said lot No. 12; thence with said line S. 7 3/4 E. 84 88/100 poles to the beginning containing 100 acres more or less, in pursuance of an order lately made in our said Court of Common Pleas within and for the said County of Union in a certain Petition for Dower, wherein the said Eliza M. Kerr is petitioner, and Joseph Easton and Margaret Easton are respondents, and that in like manner, by the oaths of three men you make a just and true appraisement of the yearly value of said real estate, after deducting the necessary expenses, and that your proceedings in the premises you distinctly certify under your hand to our said Court forthwith. And have you then and there this writ.

Witness my name and the Seal of the said Court, at Marysville, Ohio, this 25th day of June A. D. 1885. J. R. Bongner Clerk. Seal

Sheriffs Return

Sheriff's Return

As commanded by this Writ I have by the oaths of James A. Henderson, Geo. Baldwin and Charles S. Lee three judicious, disinterested men of the vicinity, who are not of kin to either of said parties, caused to be set off and assigned to the within-named Eliza M. Kerr as her dower estate so much of the within described lands and tenements as is contained in the following boundries, to-wit:- Part of Survey No. 5497 Dover Township, Union County Ohio- Beginning at a stone South West corner of the lands of Charles Parrott and in the centre of a road, thence with said Parrotts south line N. 84 1/2° W. 58.44 poles to a stake, thence S. 5° E. 84 88 poles to a stake in the South line of Joseph Eastons 100 acre tract; thence with said Eastons South line S. 84 1/2° W. 58.44 poles to the centre of a road, thence with the centre of said road N. 5° W. 84 88 poles to the beginning. Containing 31 acres.



and by the oaths of the same men the yearly value of the real estate within described is justly and truly appraised at fifteen Dollars $15.00 after deducting necessary expenses. Sheriffs Fees:- Service 30, Mileage 90, Swearing Com. 120, Conveying Com. 3.50, Total $5.90

Given under my hand this 6th day of July A. D. 1885. M. Hopkins Sheriff
By A. H. Goodwin Deputy

Com. Report 4708

Eliza M. Kerr
vs.
Joseph Easton

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Entry 4708

vs.
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Comm. Report 4708

Commissioners Report.

Eliza M. Kerr vs. Josefa Easton et. al. | Union County ss. Court of Common Pleas. In Dower.

According to the command of the Writ of Dower in this case issued and on call of the Sheriff of said County we the undersigned Commissioners after being first duly sworn and upon actual view of the premised do set off and assign to the said Eliza M. Kerr as her dower estate in the said lands in said petition described the following tract to-wit:- Part of Survey No. 5497 Dover Township, Union County Ohio. Beginning at a stone South West corner of the lands of Charles Parrot and in the centre of a road, thence with said Parrotts South line N. 84½ W. 58.44 poles to a stake, thence S. 3 84.55 poles to a stake in the South line of Josefa Eastons 100 Acre tract: thence with said Eastons South line S. 84½ W. 58.44 poles to the centre of a road, thence with the centre of said road N. 3 W. 84.55 poles to the beginning. Containing 31 acres. And we do fix the yearly value of the real estate herein described from the 28th day of January 1885, to the day of such assignment (excluding all improvement and valuable improvements made thereon after Robert M. Kerr ceased to be the owner thereof) at the sum of Fifteen Dollars ($15.00)

Com. Fees: J. A. Henderson 1.00, Geo. Baldwin 1 day 1.00, Chas Lee 1 day 1.00, J. A. Henderson Chain carrier 1 day 1.00, Geo. Baldwin Chain Carrier one day 1.00, U.S. Lee Plat 1.00, report 50, Surveying 2.50, Total $9.00 Given under our hands this 30th day of June A.D. 1885.

J. A. Henderson
G. S. Baldwin
Chas. S. Lee
Commissioners

Afterwards, on the 7th day of July A.D. 1885 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry 4708

Eliza M. Kerr Plaintiff vs. Josefa Easton 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 of the Commissioners thereof of their proceedings on the assignment of dower under the former order of this Court and on the motion to confirm the same, and the Clerk being fully advised in the premises find said proceedings and assignment in all respects in conformity to law and do hereby approve and confirm the same. It is therefore ordered and dfred that the said Eliza M. Kerr have and possess the lands so assigned to-wit:- Part of Survey No. 5497, in Dover Township, Union County, Ohio: Beginning at a stone South West corner of the lands of Charles Parrott and in the centre of a road, thence with said Parrotts South line N. 84½° W. 58.44 poles to a stake: thence S. 4° E. 84.55 poles to a stake in the South line of Josefa Eastons 100 Acre tract: thence with said Eastons South line S. 84½° W. 58 44 poles to the centre of a road; thence with the centre of said road N. 4° W. 84 55 poles to the beginning containing 31 Acres as and for her reasonable dower in said premises and a writ of possession is awarded to put her in possession of said premises. It is further decreed that the said defendant pay to said plaintiff the sum of Fifteen Dollars being the sum returned by said Commissioners as the net value of one third of said premises from the filing of this petition to the assignment of dower. It is further ordered that plaintiff pay one third of the costs of this action and that defendant Josefa Easton pay two thirds of the costs of this action and that said costs be paid within 30 days of the rising of this Court and in default thereof that execution issue therefor.

Attest J. D. Burgner, Clerk By A. R. Burgner, 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 Eighteenth day of May in the year of our Lord one thousand eight hundred and eighty-five.

Heretofore, To-wit:- On the 28th day of January A.D. 1885, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

Eliza M. McKee, Plaintiff
Against
Charles Parrott Sr. and
Mary Parrott, Defendants

Court of Common Pleas,
Union County, Ohio.

4712

The plaintiff says: that on the 20th day of January A.D. 1835 plaintiff intermarried with one Robert M. Kee. That on the 9th day of January 1877 said Robert M. Kee having been seized during said coverture of an estate of inheritance in the following premises situate in the County of Union and State of Ohio, being part of Lots No 9 & 12 of the Sub-Division of U.M. Survey No. 5497 Beginning at a stone North-west corner to Adam Phillips land in the North line of Lot No 9 thence with the north line of Lot Nos. 9 & 12 S. 81½° W. 171 20/100 poles to a stake north west corner to lot No 12 thence with the west line of said Lot S. 7¾° E 40 12/100 poles to a stone; thence N. 81½° E 68 72/100 poles to a stone; thence S. 8½° E. 12 50/100 poles to a stone: thence N 81½° E. 47 72/100 poles to a stake; thence S. 8½° E. 6 16/100 poles to a stake; thence N. 81½° E. 8 88/100 poles to a stone in the East line of said lot No. 12; thence with said line N. 8½° W. 6 16/100 poles to a stone; thence N. 81½° E. 36 poles to a stone; thence N. 8½° W. 52 20/100 poles to the beginning containing 51 acres more or less. Said property is now claimed by the defendant Charles Parrott Sr. and the defendant Mary Parrott is his wife. Said defendant claims as grantee through various persons claiming title from said Robert M. Kee. Plaintiff is entitled to dower in said property and prays that the same may be assigned her therein and for all proper relief.

Thos. N. Paget A.V. Carpenter Attorneys for Plaintiff

The State of Ohio
Union County, ss. } A.V. Carpenter being sworn says that he is one of the attorneys for the above named plaintiff duly authorized in the premises, that said plaintiff is a non resident of said County of Union and is now absent therefrom. Affiant further says the facts stated and allegations contained in plaintiffs foregoing petition are true as he verily believes.

A.V. Carpenter.

Sworn to by A.V. Carpenter before me and signed by him in my presence this 28th day of January A.D. 1885.

J. D. Brugner, Clerk.

We hereby waive the issuing and service of summons against us in the above entitled cause and enter our appearance herein this 28th day of January 1885-

Chas. Parrott Sr.
Mary Parrott.

Afterwards on the 25th day of May A.D. 1885, the following Answer was filed with the Clerk of said Court, to-wit:-

Answer

Eliza M. McKee Plaintiff
vs.
Charles Parrott Sr. and
Mary Parrott, Defendants

Court of Common Pleas,
Union County, Ohio.
Answer

4712

And now comes the defendants Charles Parrott and Mary Parrott and for answer to the petition of plaintiff herein says he purchased the premises in the petition described, from Amanda Hamott who made a conveyance of said premises to this defendant Charles Parrott

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Writ of Dower

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by warranty Deed dated the 2nd day of September 1870. This defendant admits that under said deed he went into possession and still retains possession of said premises by reason of said deed. This defendant says he knows nothing concerning the claim of the plaintiff for dower in said premises and therefore denies all the allegations of the petition in that regard and all other allegations in said petition not herein admitted. Defendants therefore ask to go hence without day and recover their costs.

Robinson & Piper Attys for Defendants

State of Ohio
Union County. } Charles Parrott one of the defendants in the foregoing case being duly sworn according to law says the facts stated and allegations in the foregoing answer are as he verily believes true. Charles Parrott

Sworn to before me by Charles Parrott and by him subscribed in my presence this 25th day of May A.D. 1885. J.D. Burgner Clerk. [illegible]

Afterwards on the 17th day of June A.D. 1885, an Entry was made on the journal of said Court which reads as follows, to-wit:-

Entry

Eliza M. Kerr, Plaintiff
vs.
Charles Parrott, et. al. Defendants. } Court of Common Pleas, Union County, Ohio.

4708

This day this cause came on for hearing and was submitted to the Court upon the pleadings and the evidence; on consideration whereof the Court find that the said Robert M. Kerr, 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 said Robert M. Kerr deceased, and that she is entitled to have her dower in 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 full equal third part of the premises described in the petition, the value thereof to be estimated exclusive of any improvements made on said tract of land since said Robert M. Kerr ceased to be the owner thereof, but including such increased value as said tract of land may derive from surrounding improvements: and that a writ issue to the Sheriff of Union County commanding him that by the oaths of O.S. Lee, James A. Henderson and Geo. Baldwin 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 said Commissioners appraisement of the yearly net value of said real estate estimated from the 28th day of January 1885 (excluding all permanent and valuable improvements made thereon after Robert M. Kerr ceased to be the owner thereof) to the day of such assignment of dower. The said Commissioners and the said Sheriff make return without unnecessary delay.

Afterwards on the 25th day of June A.D. 1885 the following Writ of Dower was issued by the Clerk of said Court, to-wit:

Writ of Dower

Writ of Dower

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

We command you, that without delay, by the oaths of O. S. Lee, James A. Henderson and George Baldwin you cause to be set off and assigned to Eliza M. Kerr, widow of Robert M. Kerr late of said County, deceased, one full equal third part of the following real estate, situate in the County of Union and State of Ohio, being part of Lots No. 9 and 12 of the sub-division of U. M. Survey No. 5497. Beginning at a stone

North West corner to Adam Phillips land in the North line of Lot-No. 9, thence with the North line of Lot-No 9 and 12 - S 81½° W 171 20/100 poles to a stake North West corner to Lot-No. 12, thence with the West line of said Lot-S 7¾ & 40 12/100 poles to a stone, thence N. 81½° E 68 7/100 poles to a stone thence S 81½ E 57 72/100 poles to a stake; thence S 8½° E. 6 6/100 poles to a stake; thence N. 81½° E 8 85/100 poles to a stone in the East line of said Lot-No. 12; thence with said line N. 8½° W. 6 6/100 poles to a stone; thence N 81½° E. 36 poles to a stone; thence N. 8½° W 52 20/100 poles to the beginning containing 31 acres more or less. in pursuance of an order lately made in your Court of Common Pleas within and for the said County of Union in a certain Petition for Dower wherein the said Eliza M. Kerr is petitioner and Charles Parrott Sen. and Mary Parrott are respondents, and that in like manner, by the oaths of the same men you make a just and true appraisement of the yearly value of said real estate after deducting the necessary expenses, and that your proceedings in the premises you distinctly certify under your hand to our said Court forthwith, and have you then there this writ.

Witness my name and the Seal of the said Court at Marysville, Ohio, this 25th day of June A.D. 1885. J. Q. Briggree, Clerk.

(Seal)

Sheriffs Return.

As commanded by this Writ I have by the oaths of Charles S. Lee, James A. Henderson and Geo. Baldwin, three judicious, disinterested men of the vicinity, who are not of kin to either of said parties, caused to be set off and assigned to the within named Eliza M. Kerr as her dower estate so much of the within described lands and tenements as is contained in the following boundaries, to-wit:- Part of Virginia Military Survey No. 5497 Dover Township, Union County, Ohio Beginning at a stone in the centre of a County Road and north West corner to the lands of Joseph Easton, thence with Eastons North line N 84½ E 58.83 poles to a stake, thence N. 5 W. 40.80 poles to a stake in the North line of Charles Parrotts lands, thence with said Parrotts north line S. 84½ W. 58.83 poles to a stone in said road thence with the centre of said road S. 5 E 40.80 poles to the beginning containing 15 acres. and by the oaths of the same men, the yearly value of the real estate within described is justly and truly appraised at Six dollars ($6.00) after deducting necessary expenses. — Sheriffs Fees:- Service 30, Mileage 90, Swearing Com. Conveying Dower, 3.50, Total $4.90 — M. Hopkins, Sheriff

By A. H. Sowdwin Deputy

Commissioners Report.

Report of Dower. Eliza M. Kerr vs. Charles Parrott et al. } Union County, ss. Court of Common Pleas. For Dower.

4712

According to the command of the Writ of Dower in this case issued and on call of the Sheriff of said County we the undersigned Commissioners after being first duly sworn and upon actual view of the premises do set off and assign to the said Eliza M. Kerr as her dower estate in the said lands in said petition described the following tract to-wit: Part of Virginia Military Survey No. 5497 Dover Township, Union County, Ohio. Beginning at a stone in the centre of a County Road and North West corner to the lands of Joseph Easton, thence with Eastons North line N 84½ E. 58.83 poles to a stake, thence N 5 W. 40.80 poles to a stake in the North line of Charles Parrotts land, thence with said Parrotts north line S. 84½ W. 58.83 poles to a stone in said road; thence with centre of said road S. 5 E. 40.80 poles to the beginning, containing 15 acres.

And we do fix the yearly value of the real estate herein described from the 28th day of January 1885, to the day of such assignment (excluding all permanent and valuable improvements made thereon after R. M. Kerr ceased to be the owner thereof)

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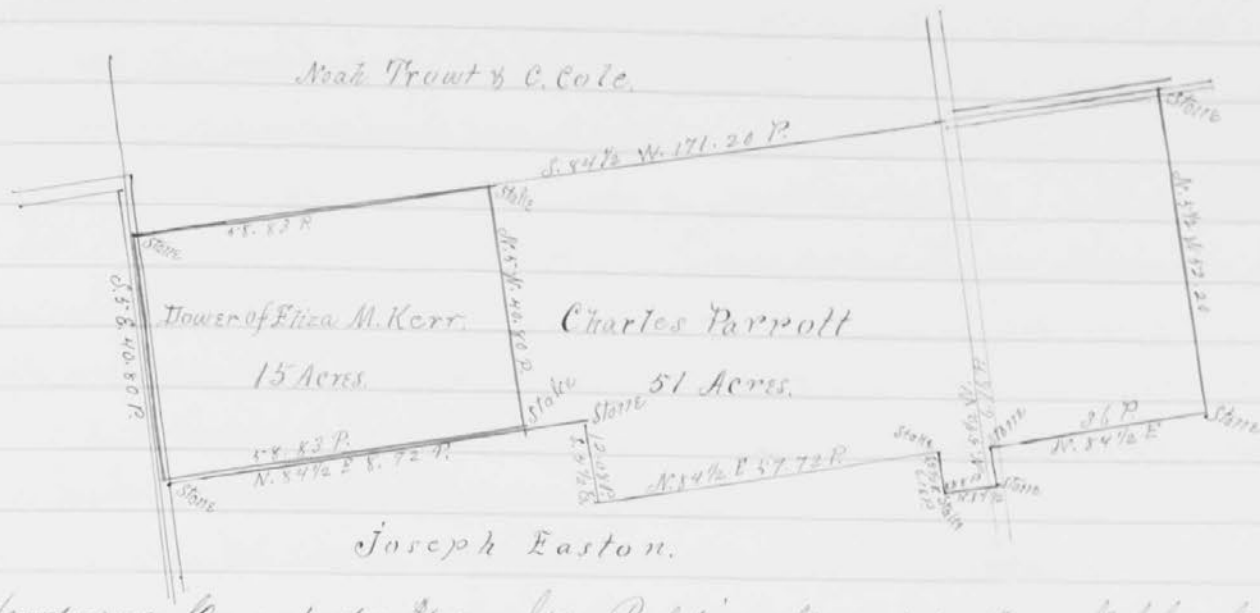

James A. Henderson Comr. 1 day $1.00 , Geo. Baldwin Comr. 1 day $1.00 O.S. Lee Comr. 1 day $1.00
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O.S. Lee Surveying 2.00 " " " Report 5.00 $10.00

Given under our hands this 30th day of June A.D. 1883.

James A. Henderson
G. S. Baldwin
O. S. Lee
} Commissioners

Afterwards on the 7th 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:-

Eliza M. Kerr, Plaintiff
vs.
Charles Parrott et. al. Defendants.
} Court of Common Pleas, Union County, Ohio

Suit 47 12

This day this cause came on for hearing upon the return of the Sheriff and of the Commissioners herein of their proceedings in the assignment of dower under the former order of this Court and on the motion to confirm the same, And the Court being fully advised in the premises find said proceedings and assignment in all respects in conformity to law and do hereby approve and confirm the same; it is therefore ordered and decreed that the said Eliza M. Kerr have and possess the lands so assigned, to-wit:- Part of Survey No. 4497 in Dover Township, Union County, Ohio. Beginning at a stone in the centre of a county road and North West corner to the lands of Joseph Easton, thence with Eastons North line N. 84½ E. 38.83 poles to a stake, thence N. 5° W. 40.80 poles to a stake in the line of Charles Parrotts land, thence with said Parrotts North line S. 84½ W. 38.83 poles to a stone in said road, thence with centre of said road S. 5° E. 40.80 poles to the beginning. Containing 15 acres as and for her reasonable dower in said premises and a writ of possession is awarded to put her in possession of said premises. It is further decreed that the said defendant pay to said plaintiff the sum of Six Dollars being the sum returned by said Commissioners as the net value of one third of said premises from the filing of this petition to the assignment of dower. It is further ordered that plaintiff pay one third of the costs of this action and that defendant Joseph Easton pay two thirds of the costs of this action and that said costs be paid within 30 days of the rising of this Court and in default thereof that execution issue therefor.

Attest J. Q. Burgner, Clerk.
By A. R. Burgner, 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 Tenth Judicial District of the State of Ohio, on the eighteenth day of May in the year of our Lord one thousand eight hundred and eighty-five

Heretofore, to-wit:- On the 31st day of January A.D. 1885, the following Petition was filed with the Clerk of said Court to-wit:-

Petition

Eliza M. Kerr, Plaintiff
vs.
John Bowne, Defendant.

Court of Common Pleas, Union County, Ohio.

4720

The plaintiff says, that on the 20th day of January 1835 she was intermarried with one Robert M. Kerr - that on the 9th day of January 1877 said Robert M. Kerr died having been seized during said coverture of an estate of inheritance in the following premises situate in the County of Union and State of Ohio being part of Lot No. 18 of the Sub-Division of U. M. Survey No. 5497: Beginning at a stake and two sugar trees north east corner to said Lot No. 18, thence with the north line of said lot S. 80° 40' W. 48 10 poles to a stone in said line and in the center of the mill road; thence with said road S. 9° 57' E 100 poles to a stake in the south line of Lot No. 18 thence with said line N. 80° 40' E 81 5/10 poles to a stake, two beeches and sugar; thence with the east line of Lot No 18 N. 9° W. 100 poles to the beginning. Containing 50 acres and 130 poles. Said property is now claimed by the defendant John Bowne. Defendant claims title under various grantees from said Robt M. Kerr - Plaintiff is entitled to dower in said property and prays that the same may be assigned her therein and for all proper relief

Thos. N. Page & A. T. Carpenter Attys for Plaintiff.

The State of Ohio,
Union County, ss. } A. T. Carpenter being sworn says that he is one of the attorneys for the above named plaintiff, duly authorized herein - that said plaintiff is a non resident of said County of Union and is now absent therefrom. Affiant further says the facts stated and allegations in plaintiffs 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 31st day of January 1885.

J. D. Burgner Clerk [Seal]

I hereby waive the issuing and service of summons for me and enter my appearance herein this 31st day of January 1885.

John Brown

Afterwards on the 25th day of May A.D. 1885, an Answer was filed with the Clerk of said Court which reads as follows, to-wit:-

Answer

Eliza M. Kerr Plaintiff
vs.
Charles Bowne, Defendant.

Court of Common Pleas, Union County, Ohio.

4720

The defendant for Answer to plaintiffs petition says he has no knowledge of the history of the plaintiff but he admits that he is in possession of said land in said petition described claiming title thereto and says the title of said Robert M. Kerr in said land was conveyed during his life time while said land was in a State of nature in the woods without any improvement and that if dower shall be allowed plaintiff it should be done without including any improvements made thereon. Therefor defendant denies the allegations of said petition except that he is in possession claiming title to said land.

Robinson & Piper Attorneys for Defendant

The State of Ohio
Union County, ss. } I Charles Brown being duly sworn deposes and says

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vs.
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he believes the allegations of the foregoing Answer are true. Charles Brower.
Sworn to before me this 26th of May 1885. John B. Coats Probate Judge.
Afterward on the 17th day of June A.D. 1885, an Entry was made in the journal of said Court which reads as follows, to-wit:

Entry

Eliza M. Kerr, Plaintiff
vs.
John Brown, Defendant-

Court of Common Pleas, Union County, Ohio.

4720

This day this cause came on for hearing and was submitted to the Court upon the pleadings and the evidence; on consideration whereof the Court find that the said Robert M. Kerr 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 said Robert M. Kerr, deceased, and that she is entitled to have her dower in 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 full equal third part of the premises described in the petition the value thereof to be estimated exclusive of any improvements made on said tract of land since said Robert M. Kerr ceased to be the owner thereof, but including such increased value as said tract of land may derive from surrounding improvements and that a writ issue to the Sheriff of Union County, Commanding him that by the oaths of O. S. Lee, James A. Henderson and Geo. Baldwin, 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 to such dower to said plaintiff according to law. And that of such proceedings together with said Commissioners appraisement of the yearly net value of said real estate estimated from the 28th day of January 1885 (excluding all permanent and valuable improvements made thereon after Robert M. Kerr ceased to be the owner thereof) to the day of such assignment of dower. The said Commissioners and the said Sheriff make return without unnecessary delay.

Afterwards on the 25th day of June A.D. 1885, the following Writ of Dower was issued by the Clerk of said Court to-wit:-

Writ of Dower

Writ of Dower

The State of Ohio, Union County, ss.

To the Sheriff of Said County, Greeting:-

4720

We command you, that without delay, by the oaths of O.S. Lee, James A. Henderson and George Baldwin you cause to be set off and assigned to Eliza M. Kerr widow of Robert M. Kerr late of said County, deceased, one full equal third part of the following real estate, situate in the County of Union and State of Ohio, being part of Lot No. 18 of the Sub. Division of the U. M. Survey No. 5497 Beginning at a stake and two sugar trees North East corner to said lot No. 18. Thence with the north line of said lot S. 80° 40' W. 48 7/10 poles to a stone in said line and in the center of the Bull Road; thence with said road S. 9° 17' E. 10 Poles to a Stake in the South line of Lot No. 18. Thence with said line N. 80° 1/2' E 81 7/10 poles to a stake two beeches and sugar; thence with the east line of lot No. 18 N 9° W. 100 poles to the beginning. Containing 50 acres and 100 poles. in pursuance of an order lately made in our said Court of Common Pleas within and for the said County of Union in a certain Petition for Dower, wherein the said Eliza M. Kerr petitioner, and John Brown are respondents, and that in like manner, by the oaths of the same men, you make a just and true appraisement of the yearly value of said real estate, after deducting the

necessary expenses, and that your proceedings in the premises you distinctly certify under your hand to our said Court forthwith. And have you then there this Writ.

Witness my name and the Seal of the said Court at Marysville this 25th day of June A.D. 1885 J.P. Bruguier Clerk, By W.W. Wright Deputy

Seal

Sheriff's Return

Sheriffs Return

As commanded by this Writ, I have by the oaths of Charles S. Lee, James A. Henderson and Ira Baldwin three judicious, disinterested men of the vicinity, who are not of kin to either of said parties, caused to be set off and assigned to the within named Eliza M. Kerr as her dower estate so much of the within described lands and tenements as is contained in the following boundries, to-wit:- Part of Virginia Military Survey No. 1497 Dover Township Union County Ohio Beginning at a stone in the South East corner of the lands of John Bown, thence with his east line N. 5 W. 28.90 poles to a stake, thence S. 84 3/4 W. 83.08 poles to a stake in the center of the Mill road thence with the center of said road S. 6 1/4 E. 28.90 poles to the South West corner of said John Bown land, thence with his South line N. 84 3/4 E 83.08 poles to the beginning. Containing 15 Acres and by the oath of the same men, the yearly value of the real estate within described is justly and truly appreciated at twelve dollars ($12.00) after deducting necessary expenses. --- Sheriffs Fees:- Service .30, Mileage .90, Swearing Com. 1.20, Conveying Com. 3.50 Total $5.90 --- Given under my hand this 6th day of July A.D. 1885

W. Hopkins Sheriff By A.H. Goodwin Deputy.

Commissioner's Report.

Eliza M. Kerr Plaintiff
vs. } Union County S.C. Court of Common Pleas,
John Bown Defendant } Ass Dower.

According to the command of the Writ of Dower in this case issued and on call of the Sheriff of said County we the undersigned Commissioners after being first duly sworn and upon actual view of the premises do set off and assign to the said Eliza M. Kerr as her dower estate in the said lands in said petition described the following tract, to-wit:- Part of Virginia Military Survey No. 1497 Dover Township, Union County, Ohio. Beginning at a stone in the South East corner of the lands of John Bown, thence with his east line N. 5 W. 28.90 poles to a stake, thence S. 84 3/4 W. 83.08 poles to a stake in the center of the Mill Road, thence with the center of said road S. 6 1/4 E. 28.90 poles to the South West corner of said John Bown land, thence with his South line N. 84 3/4 E. 83.08 poles to the beginning. Containing 15 Acres.

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and we do fix the yearly value of the real estate herein described from the 28th day of January 1885, to the day of such assignment (excluding all permanent and valuable improvements made thereon after Robert M. Kerr ceased to be the owner thereof), at the sum of Twelve Dollars ($12.00)

C. S. Lee Commissioner 1 day $1.00 J. A. Henderson Com. 1 day $1.00
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" " " Report .50 Geo. Baldwin Comr. 1 " 1.00
" " " Surveying 2.50 " " C. Currier 1 " 1.00

Given under our hands this 30th day of June A.D. 1885.

J. A. Henderson. }
G. S. Baldwin } Commissioners
Charles S. Lee }

Afterwards on the 7th day of July A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, viz:-

Entry

Eliza M. Kerr }
vs. } Court of Common Pleas, Union County Ohio.
John Bowers }

47 20

This day this cause came on for hearing upon the return of the Sheriff and of the Commissioners herein, of their proceedings on the assignment of dower under the former order of this Court and on the motion to confirm the same and the Court being fully advised in the premises find said proceedings and assignment in all respects in conformity to law and do hereby approve and confirm the same. It is therefore ordered and decreed that the said Eliza M. Kerr have and possess the lands so assigned, to wit:- Part of Virginia Military Survey No. 5497 Dover Township, Union County, Ohio. Beginning at a stone in the South East corner of the lands of John Bowers, thence with his East line N. 5 W. 28.90 poles to a stake, thence S. 84 3/4 W. 83.08 poles to a stake in the center of the Mill Road, thence with the center of said road S. 6 1/4 E. 28.90 poles to the South West corner of said John Bowers land, thence with his South line N. 84. 3/4 E. 83.08 poles to the beginning, Containing 15 Acres. as and for her reasonable dower in said premises, and a writ of possession is awarded to put her in possession of said premises. It is further decreed that the said defendant pay to the said plaintiff the sum of Twelve Dollars being the same returned by said Commissioners as the net value of one third of said premises from the filing of this petition to the assignment of dower. It is further ordered that plaintiff pay one third of the costs of the action and that defendant John Bowers pay two thirds of the costs of this action and that said costs be paid within 30 days of the rising of this Court and in default thereof that execution issue therefor.

Attest J. D. Bumgarner Clerk
By A. B. Bumgarner, Deputy

Pleas before his Honor John A Price, Judge of ax Court of Commmon Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the Third Sert Division of the Fourth Judicial District of the State of Ohio on the 18th day of May in the year of our Lord one thousand eight hundred and eighty-five. Heretofore, to-wit:- On the 31st day of January A.D. 1885, the following Petition was filed with the Clerk of said Court, to-wit:-

Eliza M. Kerr Plaintiff

Petition — against —

Noah Trout & Margaret Trout his wife & C. Cole Defendants

4723

Court of Commmon Pleas
Union County, Ohio.

The Plaintiff says:- That on the 20th day of January 1835, she was intermarried to one Robert M. Kerr; that on the 9th day of January 1877 said Robert M. Kerr died, having been seized during said coverture of an estate of inheritance in the following premises, situate in the County of Union in the State of Ohio, being part of Lot No. 13 of the Sub-Division of U. M. Survey No. 4497 Beginning at a stake north West corner to lot No. 9; thence N. 9° W. 80 poles to a sugar tree; thence E. 80° W. 87 poles to a stake; thence N. 9° W. 45 poles to a white oak and black ash:- thence S. 80° W. 47 poles to a beech and two hickories; thence S. 9° E. 125 poles to a stake thence N. 80° E. 136 poles to the beginning containing 81 Acres and 35 poles more or less. Said property is now claimed by the defendants Noah Trout and C. Cole and the defendant Margaret Trout is the wife of defendant Noah Trout. Said defendants claim title through various grantees of said Robert M. Kerr. The plaintiff is entitled to dower in said premises and asks that the same may be assigned her therein and for such other relief as is proper. Thos. N. Page & A. V. Carpenter Attys for Plff.

The State of Ohio, Union County, ss. A. V. Carpenter being sworn says he is one of the attorneys for the above named plaintiff duly authorized therein - That said plaintiff is a non-resident of said County of Union and is now absent therefrom. Affiant further says that the facts stated and the allegations contained in plaintiffs foregoing petition are true as affiant verily believes.

A. V. Carpenter.

Sworn to by A. V. Carpenter before me and signed by him in my presence this 31st day of January A.D. 1885.

J. D. Burgner Clerk. [seal]

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

Noah Trout
Margaret Trout
Christian Cole.

Afterward on the 17th day of June A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry — Eliza M. Kerr, Plaintiff
vs.
Noah Trout et al. Defendant

4723

Court of Common Pleas, Union County, Ohio.

This day this cause came on for hearing and was submitted to the Court upon the pleadings and the evidence; on consideration whereof the Court find that the said Robert M. Kerr 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 said Robert M. Kerr deceased and that she is entitled to have her dower in 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 full equal third part of the premises

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described in the petition the value thereof to be estimated exclusive of any improvements made on said tract of land since said Robert M. Kerr ceased to be the owner thereof, but including such increased value as said tract of land may derive from surrounding improvements and that a writ issue to the Sheriff of Union County commanding him that by the oaths of C. S. Lee, James A. Henderson and Geo. Baldwin 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 to get her with said commissioners of appraisement of the yearly net value of said real estate estimated from the 28th day of January 1885 (excluding all permanent and valuable improvements made thereon after Robert M. Kerr ceased to be the owner thereof) to the day of such assignment of dower, the said Commissioners and the said Sheriff make return without unnecessary delay.

Afterwards, on the 25th day of June A.D. 1885, a Writ of Dower was issued by the Clerk of said Court which reads as follows, to-wit:-

Writ of Dower

Writ of Dower

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

4723

We command you, that without delay, by the oaths of C. S. Lee, James A. Henderson and Geo. Baldwin you cause to be set off and assigned to Eliza M. Kerr widow of Robert M. Kerr late of said County, deceased, one full equal third part of the following real estate, situate in the County of Union and in the State of Ohio being part of lot No. 13 of the sub-division of U. M. Survey No. 5497 Beginning at a stake N. W. corner to lot No. 9, thence N. 9° W. 80 poles to a sugar tree; thence S. 80° W. 89 poles to a stake; thence N. 9° W. 43 poles to a white ash and black ash; thence S. 80° W. 47 poles to a beech and two hickories; thence S. 9° E. 123 poles to a stake; thence N. 80° E. 136 poles to the beginning containing 81 acres and 35 poles more or less in pursuance of an order lately made in the said Court of Common Pleas within and for the said County of Union in a certain Petition for Dower, wherein the said Eliza M. Kerr is petitioner, and Noah Trout and Margaret Trout and C. Cole are respondents, and that in like manner, by the oaths of the same men, you make a just and true appraisement of the yearly value of said real estate after deducting the necessary expenses, and that you proceedings in the premises you distinctly certify under your hand to our Court forthwith. And have you then there this Writ.

Seal
Witness my name and the Seal of the said Court at Marysville, O. this 25th day of June A.D. 1885. J. D. Burgner, Clerk.

Sheriff's Return

Sheriff Return

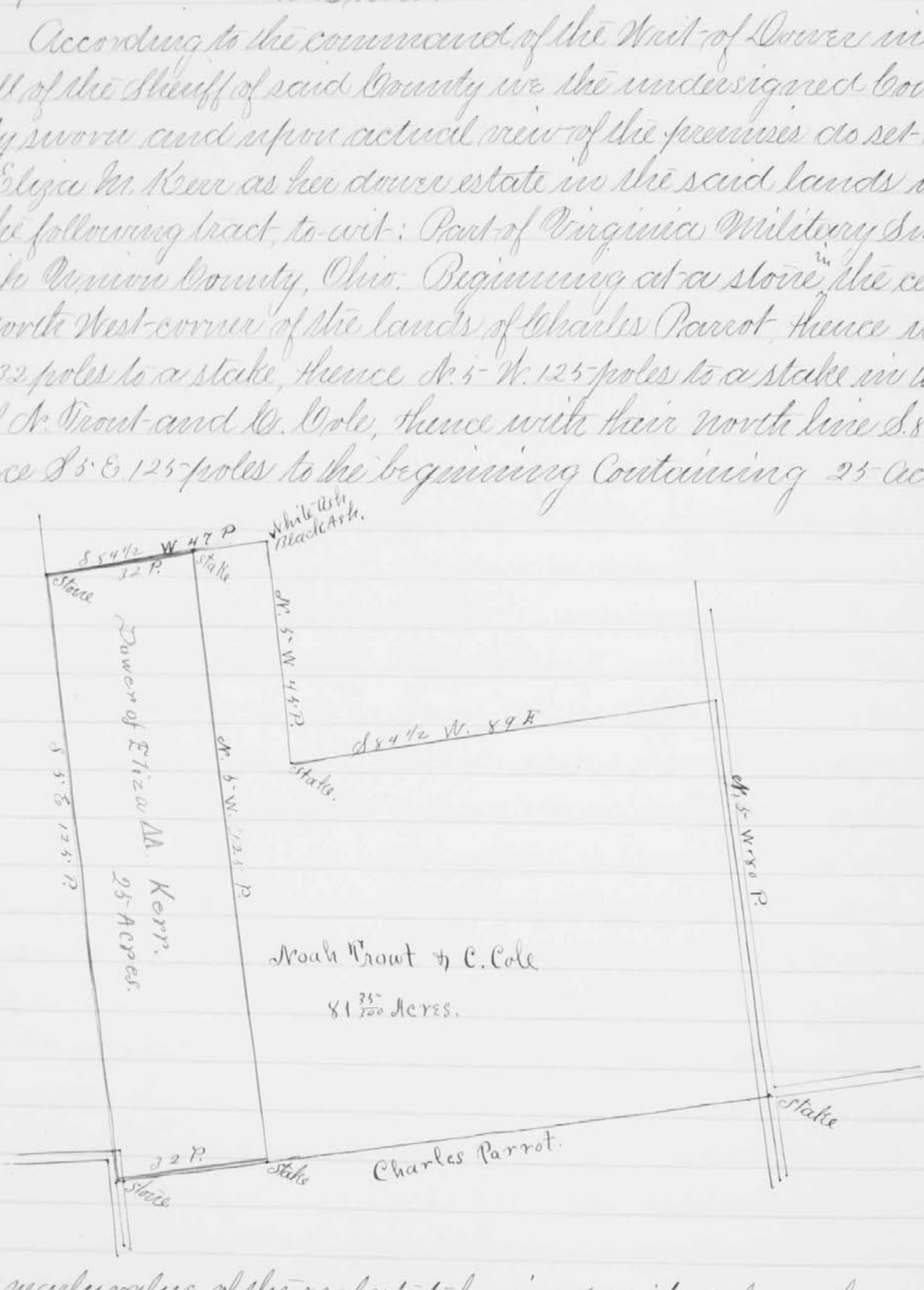
As commanded by this Writ, I have by the oaths of Charles S. Lee, James A. Henderson and Geo. Baldwin, three judicious, disinterested men of the vicinity who are not of kin to either of said parties, caused to be set off and assigned to the within named Eliza M. Kerr as her dower estate so much of the within described lands and tenements as is contained in the following boundaries, to-wit: Part of Virginia Military Survey No. 5497, Dover Township Union County Ohio Beginning at a stone in the centre of a road and in the north West corner of the lands of Charles Parrott, thence with Parrotts north line N. 84½ E 32 poles to a stake, thence N. 5° W. 125 poles to a stake in the north line of N. Trout & C. Cole, thence with their line S. 84½ W. 32 poles to a stone, thence S. 5° E. 125 poles to the beginning containing 25 acres, and by the oaths of the same men, the yearly value of the real estate within described is justly and truly appraised at Ten Dollars ($10.00)

after deducting necessary expenses. —— Sheriffs Fees:- Service 30, Mileage 90 Swearing Com. 120 Conveying Com. 350, Total $5.90 —— Given under my hand this 6th day of July A.D. 1885.
M. Hopkins Sheriff By A. H. Goodwin Deputy

Commissioners Report.

	Eliza M. Kerr	
Com.	vs.	Union County ss. Court of Common Pleas.
Report	Noah Trout et. al.	In Dower.
4723		

According to the command of the Writ of Dower in this case issued and on call of the Sheriff of said County we the undersigned Commissioners after being first duly sworn and upon actual view of the premises do set-off and assign to the said Eliza M. Kerr as her dower estate in the said lands in said petition described the following tract, to-wit: Part of Virginia Military Survey No. 5497, Dover Township Union County, Ohio. Beginning at a stone in the centre of a road and in the North West corner of the lands of Charles Parrot, thence with Parrots North line N.84½ E.32 poles to a stake, thence N.5 W.125 poles to a stake in the North line of the lands of N. Trout and C. Cole, thence with their North line S.84½ W.32 poles to a stone, thence S.5 E.125 poles to the beginning Containing 25 Acres.



And we do fix the yearly value of the real estate herein described from the 28th day of January 1885 to the day of such assignment (excluding all permanent and valuable improvements made thereon after Robert M. Kerr ceased to be the owner thereof) at the sum of Ten Dollars ($10.00)

C. S. Lee Commissioner 1 day	$1.00	J. A. Henderson	Commissioner	1 day	1.00
" " " Plat	1.00	" " "	Chain Carrier	1 "	1.00
" " " Report	.50	George Baldwin	Commissioner	1 "	1.00
" " " Surveying	2.50	" "	Chain Carrier	1 "	1.00

Given under our hands this 30th day of June A.D. 1885.

J. A. Henderson }
G. S. Baldwin } Commissioners
Charles S. Lee }

Afterwards on the 7th of July 1885, the following Entry was made on the Journal of said Court:

	Eliza M. Kerr	
Entry	vs.	This day this cause came on for hearing upon the
4723	Noah Trout et. al.	return of the Sheriff and of the commissioners herein, of their

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proceedings in the assignment of dower under the former order of this Court and on the motion to confirm the same. And the Court being fully advised in the premises find said proceedings and assignment in all respects in conformity to law and do hereby approve and confirm the same. It is therefore ordered and decreed that the said Eliza M. Kerr have and possess the lands so assigned, to-wit: Part of U. M. Survey No. 5497, Dover Township, Union County, Ohio. Beginning at a stone" the centre of a road and in the north West corner of the lands of Charles Parrot; thence with Parrots North line N. 84½ E. 32 poles to a stake, thence N. 5 W. 125 poles to a stake in the North line of the lands of N. Trout and C. Dole, thence with their north line S. 84½ W. 32 poles to a stone, thence S. 5 E. 125 poles to the beginning. Containing 25 acres, as and for her reasonable dower in said premises and a writ of possession is awarded to put her in possession of said premises. It is further decreed that the said defendants pay to said plaintiff the sum of Ten Dollars being the sum returned by said commissioners as the net value of one third of said premises from the filing of this petition to the assignment of dower. It is further ordered that plaintiff pay one third of the costs of this action and that defendants, Noah Trout et. al pay two thirds of the costs of this action and that said costs be paid within 30 days of the rising of this Court and in default thereof that execution issue therefor.

Attest J. D. Burgner Clerk.
By A. R. Burgner, 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 Eighteenth day of May in the year of our Lord one thousand eight hundred and eighty five. Heretofore, to-wit: On the 4th day of February A.D. 1885, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

Eliza M. Kerr, Plaintiff
Against
Adam D. Johnson, Defendant-

Court of Common Pleas, Union County, Ohio.

4728

The Plaintiff says: That on the 20th day of January 1835 she was intermarried with one Robert M. Kerr that said Robert M. Kerr died on the day of January 1877, having been seized during said coverture of an estate of inheritance in the following lands situate in the County of Union and State of Ohio, it being part of lot No. 5 of the Sub-Division of U. M. Survey No. 5498: Beginning at a stone north East corner of Priscilla Johnsons land in the East line of Lot No. 5. Thence with said line N. 9° W. 40 poles to a stone corner to lands formerly owned by James H. Perkins; thence with the South line of said lands S. 81° W. 80 poles to a stone in the West line of said lot; thence with said line S. 9° E. 40 poles to a stone North West corner to said Priscilla Johnsons land, thence with the north line of said land N. 81° E. 80 poles to the beginning containing 20 Acres. Said property is now claimed by the defendant deriving title through various grantees from said Robert M. Kerr. Plaintiff is entitled to dower in said property and prays that the same may be assigned to her therein and for all proper relief. Thos N. Page & A. T. Carpenter Attorneys for Plaintiff

The State of Ohio
Union County S.S.

A. T. Carpenter being sworn says he is one of the attorneys

for the above named plaintiff duly authorized herein. That said plaintiff is a non-resident of said county of Union and is now absent therefrom. And that the facts stated and allegations in the foregoing petition of plaintiff are true as affiant verily believes

A. T. Carpenter.

Sworn to by A. T. Carpenter before me and signed by him in my presence this 4th day of February 1885.

J. D. Burgner, Clerk. Seal

We hereby waive the issuing and service of summons and enter our appearance in the above entitled case this 4th day of February 1885.

Adam his X mark Johnson

Priscilla her X mark Johnson

Attest Frank A. Hamilton

Afterwards on the 17th of June A. D. 1885, an Entry was made on the journal which reads as follows, to-wit:-

Entry 4728

Eliza W. Kerr, Plaintiff
as.
Adam & Johnson, Defendant-

Court of Common Pleas, Union County, Ohio.

This day this cause came on for hearing and was submitted to the Court upon the pleadings and the evidence; On consideration whereof the Court find that the said Robert W. Kerr 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 said Robert W. Kerr deceased, and that she is entitled to have her dower in 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 full equal third part of the premises described in the petition, the value thereof to be estimated exclusive of any improvements made on said tract of land since said Robert W. Kerr ceased to be the owner thereof, but including such increased value as said tract of land may derive from surrounding improvements and that a writ issue to the Sheriff of Union County, commanding him that by the oaths of W. S. Lee, James A. Henderson and Geo. Baldwin 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 be set off and assign such dower to said plaintiff according to law. And that of such proceeding together with said commissioners appraisement of the yearly net value of said real estate estimated from the 25th day of January 1885. (excluding all permanent and valuable improvements made thereon after Robert W. Kerr ceased to be the owner thereof) to the day of such assignment of dower the said Commissioners and the said Sheriff make return without unnecessary delay.

Afterwards on the 25th day of June A. D. 1885, a Writ of Dower was issued by the Clerk of said Court which reads as follows, to-wit:-

Writ of Dower 4728

Writ of Dower

The State of Ohio,
Union County ss

To the Sheriff of said County, Greeting:-

We command you, That without delay, by the oaths of W. S. Lee James A. Henderson and George Baldwin you cause to be set off and assigned to Eliza W. Kerr widow of Robert W. Kerr late of said County, deceased, one full equal third part of the following real estate, situate in the County of Union and State of Ohio it being part of lot No. 5 of the sub division of U. Res. Survey No. 4498. Beginning at a stone north East corner of Priscilla Johnsons land in the East line of lot No 5; thence with said line N. 9° W. 40 poles to a stone corner to lands formerly owned by James H. Perkins; thence with the South line of said lands S. 81° W. 80 poles to a stone in the West line of said lot; thence with said line South 9° E. 40 poles to a stone north West corner to

Sheriff's Return

Commissioners Report 4728

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Eliza W. Ker
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said Priscilla Johnsons land; thence with the north line of said land N. 81° E 8 0 poles to the beginning. Containing 20 Acres. in pursuance of an order lately made in our said Court of Common Pleas within and for the said County of Union in a certain petition for Dower, wherein the said Eliza M. Kerr is petitioner and Adam C. Johnson is respondent; and that in like manner, by the oaths of the same men, you make a just and true appraisement of the yearly value of said real estate, after deducting the necessary expenses, and that your proceedings in the premises you distinctly certify under your hand to our said Court forthwith And have you then there this Writ.

Seal

Witness my name and the Seal of the said Court at Marysville this 24th day of June A.D. 1885. J. R. Brugner Clerk.

Sheriff's Return

Sheriff's Return

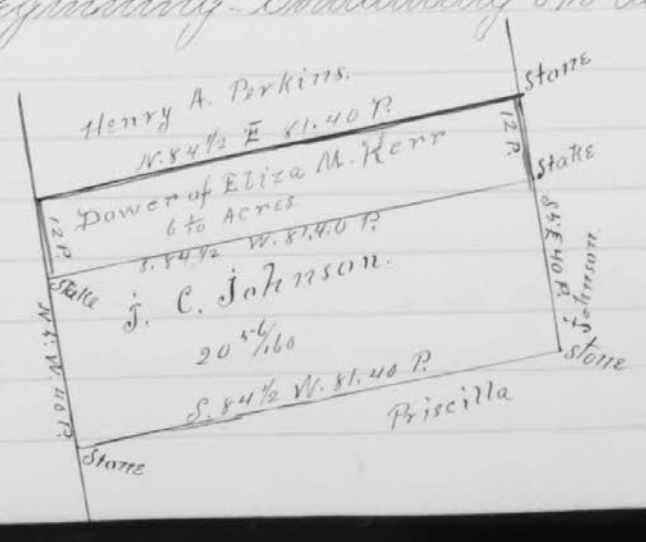
As commanded by this Writ, I have by the oaths of Charles A. Lee, James A. Henderson and Geo. Baldwin three judicious, disinterested men of the vicinity, who are not of kin to either of said parties, caused to be set off and assigned to the within named Eliza M. Kerr as her dower estate so much of the within described lands and tenements as is contained in the following boundaries: to-wit- Part of Virginia Military Survey No. 5498, Dover Township Union County, Ohio. Beginning at a stone in the South East corner of the lands of Henry A. Perkins, thence with said Perkins South line S. 84½ W. 81.40 poles to Henry A. Perkins South West corner and in the east line of the lands owned by Schuyler Perkins, thence with said Schuyler Perkins East line S. 5 E. 12 poles to a stake, thence N. 84½ E 81.40 poles to a stake in J. C. Johnsons East line, thence N. 5 W. 12 poles to the beginning containing 6 ¼ Acres. and by the oaths of the same men, the yearly value of the real estate within described is justly and truly appraised at One Dollar ($1.00) after deducting necessary expenses — Sheriffs Fees: Service 30 Mileage 20 Swearing Com. 1.20 Conveying Com. 3.50 Total $6.90 — Given under my hand this 6th day of July A.D. 1885 W. Hopkins Sheriff By A. H. Goodwin Deputy.

Commissioners Report.

Eliza M. Kerr vs. A. C. Johnson } Union County S.S. Court of Common Pleas.

Report- 4728

According to the command of the Writ of Dower in this case issued and on call of the Sheriff of said County we the undersigned commissioners after being first-duly sworn and upon actual view of the premises do set off and assign to the said Eliza M. Kerr as her dower estate in the said lands in said petition described the following tract to-wit:- Part of Virginia Military Survey No. 5498, Dover Township, Union County, Ohio. Beginning at a stone in the South East-corner of the lands of Henry A. Perkins, thence with said Perkins South line S. 84½ W. 81.40 poles to Henry A. Perkins South West corner and in the east line of the lands owned by Schuyler Perkins, thence with Schuyler Perkins east line S. 5 E. 12 poles to a stake, thence N. 84½ E. 81.40 poles to a stake in J. C. Johnson's East line, thence N. 5 W. 12 poles to the beginning - Containing 6 ¼ Acres.



And we do fix the yearly value of the real estate herein described from the 28th day of January 1885, to the day of such assignment (excluding all permanent and valuable improvements made thereon after R. M. Kerr ceased to be the owner thereof) at the sum of One Dollar ($1.00)

J. A. Henderson Commissioner 1 day $4.00 C. S. Lee, Commissioner 1 day $4.00
" " " Chain Carrier 1 " 1.00 " " " Plat - - - - - 1.00
Geo. Baldwin Commissioner 1 " 1.00 " " " Report - - - .50
" " Chain Carrier 1 " 1.00 " " " Surveying 2.50
8.00

Given under our hands this 30th day of June A. D. 1885.

J. A. Henderson
G. S. Baldwin } Commissioners
Charles S. Lee

Afterwards on the 7th day of July A. D. 1885, an Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry 4728

Eliza M. Kerr
vs.
A. B. Johnson
} Court of Common Pleas, Union County, Ohio.

This day this cause came on for hearing upon the return of the Sheriff and of the commissioners herein, of their proceedings in the assignment of dower under the former order of this Court and on the motion to confirm the same and the Court being fully advised in the premises find said proceedings and assignment in all respects in conformity to law and do hereby approve and confirm the same. It is therefore ordered and decreed that the said Eliza M. Kerr have and possess the lands so assigned to-wit:- Part of Survey No. 4498, Dover Township Union County, Ohio. Beginning at a stone in the South East corner of the lands of Henry A. Perkins, thence with said Perkins South line S. 84½ W. 81.40 poles to Henry A. Perkins South West corner and in the east line of the lands owned by Schuyler Perkins, thence with Schuyler Perkins east line S. 5. E. 12 poles to a stake thence N. 84½ E. 81.40 poles to a stake in J. A. Johnsons East line, thence N. 5. W. 12 poles to the beginning. Containing 6⅔ Acres. as and for her reasonable dower in said premises, and a writ of possession is awarded to put her in possession of said premises. It is further decreed that the said defendant pay to said plaintiff the sum of One Dollar being the sum returned by said commissioners as the net value of one third of said premises from the filing of this petition to the assignment of dower. It is further ordered that plaintiff pay one third of the costs of this action and that defendant A. B. Johnson pay two thirds of the costs of this action and that said costs be paid within 30 days of the rising of this Court and in default thereof that execution issue therefor.

Attest J. Q. Burgner, Clerk.
By A. B. Burgner, Deputy.

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Petition

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Waiver of Summons

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Pleas before his Honor John A. Price Judge of a Court of Common Pleas, begun and held at the Court House in the town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio, on the eighteenth day of May in the year of our Lord one thousand eight hundred and eighty five.

Heretofore, to-wit: February 4th A.D. 1885, the following Petition was filed with the Clerk of said Court to-wit:-

Eliza M. Kerr, Plaintiff
vs.
William Black and Geo. W. Black, Defendants
} Court of Common Pleas, Union County, Ohio.

Petition

The Plaintiff says; That on the 20th day of Jan. 1833; she intermarried with one Robert M. Kerr. That on the 11th day of January 1877 said Robert M. Kerr died, having been seized during said coverture of an estate of inheritance in the following premises situate in the County of Union and State of Ohio being part of Lot No. 6 of the Sub division of R.M. Survey No. 3498 Beginning at a stone North West corner to Lot No. 6 thence with the north line of said Lot N. 80° E. 71 poles to a stone; thence S. 10° E. 23½ poles to a stone; thence S 80° W. 39 poles to a stone, thence N. 9° 25' W. 9½ poles to a stone; thence S 80° W. 39 poles to a stone in the West line of said Survey No. 3498 it being the West line said Lot No. 6; thence with said line N. 9° 25' W. 16 poles to the beginning Containing 8½ Acres.

Said property is now claimed by the defendants William Black, who has a life estate therein, and Geo. W. Black who owns the fee, said defendants claim title through various grantees from said Robert M. Kerr. Plaintiff is entitled to dower in said property and prays that the same may be assigned to her therein and for all proper relief.

Thos. N. Page and A.T. Carpenter Attorneys for Plaintiff

4730

The State of Ohio,
Union County, ss.

A.T. Carpenter being sworn says he is one of the attorneys of the above named plaintiff duly authorized herein - Affiant says said plaintiff is a non-resident of said County of Union and is now absent therefrom, and that the facts stated and allegations in plaintiffs 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 4th day of February 1885.

J.Q. Burgner Clerk. Seal

Waiver of Summons

We hereby waive the issuing and service of summons in above entitled case and enter our appearance herein this 3rd day of February 1885.

William Black
G. W. Black.

Afterwards on the 17th day of June A.D. 1885, an Entry was made on the Journal of said Court which reads as follows, to-wit:-

Eliza M. Kerr, Plaintiff
vs.
Wm Black, et.al., Defendants
} Court of Common Pleas, Union County Ohio.

Entry

4730

This day this cause came on for hearing and was submitted to the Court upon the pleadings and the evidence: on consideration whereof the Court find that the said Robert M. Kerr 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 said Robert M. Kerr, deceased, and that she is entitled to have her dower in 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 full equal third part of the premises described in the petition. the value thereof to be estimated exclusive of any improvements made on said tract of land since said Robert M. Kerr ceased to be the owner thereof, but including such increased value as said tract of land may derive from surrounding improvements, and that a writ issue to the Sheriff of Union County commanding him that by the oaths of C. S. Lee James A. Henderson and Geo. Baldwin, 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 said Commissioners appraisement of the yearly net value of said real estate estimated from the 28th day of January 1885 (excluding all permanent and valuable improvements made thereon after Robert M. Kerr ceased to be the owner thereof) to the day of such assignment of dower, the said Commissioners and the said Sheriff make return without unnecessary delay

On the 25th day of June A.D. 1885, a Writ of Dower was issued by the Clerk of said Court which reads as follows, to wit:-

Writ of Dower 4780

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

We command you, that without delay, by the oaths of C. S. Lee, J. A. Henderson and George Baldwin you cause to be set off and assigned to Eliza M. Kerr widow of Robert M. Kerr late of said County deceased one full equal third part of the following real estate, situate in the County of Union and State of Ohio being part of lot No 6. of the Sub. Division of the V. M. Survey No 5498, Beginning at a stone North West corner to lot No. 6 thence with the north line of said lot N 80° E. 71 poles to a stone; thence S. 10° E 25½ poles to a stone: thence S. 80° W. 39 poles to a stone: thence N. 9° 25' W. 9½ poles to a stone thence S 80° W. 39 poles to a stone in the West line of said Survey No 5498, it being the West line of said Lot No 6: thence with line N 9° 20' W. 16 poles to the beginning Containing 8½ Acres. in pursuance of an order lately made in our said Court of Common Pleas within and for the said County of Union in a certain petition for Dower wherein the said Eliza M. Kerr petitioner and William M. Black and George M. Black are respondents and that in like manner by the oaths of the same men, you make a just and true appraisement of the yearly value of said real estate after deducting the necessary expenses, and that your proceedings in the premises you distinctly certify under your hand to our said Court forthwith. And, have you then there this Writ. Witness my name and the Seal of the said Court at Marysville Ohio, this 25th day of June A.D. 1885.

J. Q. Burgner, Clerk. {Seal}

Sheriff's Return

As commanded by this Writ, I have by the oaths of Charles S. Lee, James A. Henderson and Geo. Baldwin three judicious, disinterested men of the vicinity, who are not of kin to either of said parties, caused to be set off and assigned to the within named Eliza M. Kerr as her dower estate so much of the within described lands and tenements as is contained in the following boundaries to-wit:- Part of Virginia Military Survey No. 5498, Dover Township Union County Ohio, Beginning at a stone in the North East corner of the lands of W. M. and G. M. Black, thence with their East line S 7¼ E 19.60 poles to a stone in the north margin of a County Road, thence with the north margin of

Commissioners Report 4730

Entry 4730

said road S 84 1/2 W 23.10 poles to a stake, thence N 7 1/4 W. 19.60 poles to a stake in the North line of W. M. & G. M. Black land, thence with their North line N. 84 1/2 W. 23.10 poles to the beginning containing 2 83/100 A. and by the oaths of the same men, the yearly value of the real estate within described is justly and truly appraised at One Dollar ($1.00) after deducting necessary expenses. ... Sheriffs Fees:- Service 30, Mileage 90, Swearing Com. 1.20, Conveying Com. 2.50, Total $5.90 ... Given under my hand this 6th day of July A.D. 1885-

W. Hopkins Sheriff By A. H. Goodwin Deputy.

Commissioners Report-

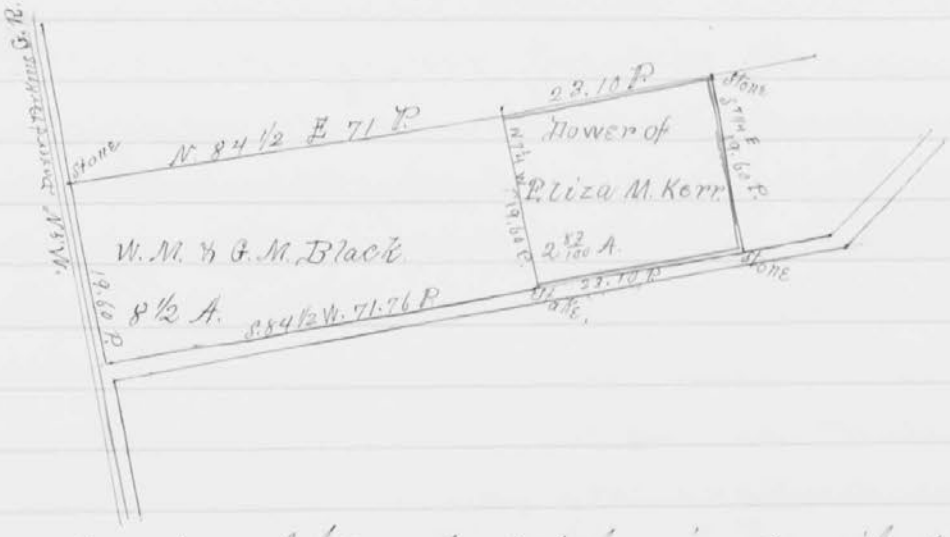
Commiss'rs Report-

4730

Eliza M. Kerr Plaintiff
vs.
William Black et.al, Defendants

} Union County, ss. Court of Common Pleas.
Per Dower

According to the command of the Writ of Dower in this case issued 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 do set off and assign to the said Eliza M. Kerr as her dower estate in the said lands in said petition described the following tract to-wit: Part of Virginia Military Survey No. 5498, Dover Township Union County, Ohio. Beginning at a stone in the North East corner of the lands of W. M. & G. M. Black, thence with their east line S 7 1/4 E 19.60 poles to a stone in the north margin of a County road, thence with the north margin of said road S. 84 1/2 W. 23.10 poles to a stake, thence N. 7 1/4 W. 19.60 poles to a stake in the north line of Wm M. and G. M. Blacks land, thence with their north line N. 84 1/2 E. 23.10 poles to the beginning: Containing 2 83/100 Acres.



And we do fix the yearly value of the real estate herein described from the 28th day of January 1885- to the day of such assignment (excluding all permanent and valuable improvements made thereon after Robert M. Kerr ceased to be the owner thereof) at the sum of one dollar ($1.00)

J. A. Henderson,	Commissioner	1 day	$1.00-	C. S. Lee,	Commissioner	1 day	$1.00
" " "	Chain Carrier	1 "	1.00-	" "	Plat- - - - - -		1.00
Geo. Baldwin	Commissioner	1 "	1.00-	" "	Report- - - - -		.50
" "	Chain Carrier	1 "	1.00-	" "	Surveying	1 day	2.50

Given under our hands this 27th day of June A.D. 1885.

J. A. Henderson
Geo. S. Baldwin
Charles S. Lee
} Commissioners

Afterwards on the 7th day of July A.D. 1885, an Entry was made on the journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

4730

Eliza M. Kerr Plaintiff
vs.
Wm Black 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 of the Commissioners herein of their proceedings in the assignment of dower under the former order of this Court and on the motion to confirm the same - and the Court being fully advised in the premises find said proceedings and assignment in all respects in conformity to law and do hereby approve and confirm the same. It is therefore ordered and decreed that the said Eliza M. Kerr have and possess the lands so assigned, to-wit:- Part of Virginia Military Survey No 5498 Dover Township Union County Ohio. Beginning at a stone in the North East corner of the lands of W. M. & G. M. Black, thence with their east line S. 7 1/4 E 19.60 poles to a stone in the north margin of a County Road, thence with the North margin of said road S 84 1/2 W. 23.10 poles to a stake, thence N. 7 1/4 W. 19.60 poles to a stake in the North line of Wm M. & G. M. Blacks land, thence with their North line N. 84 1/2 E. 23.10 poles to the beginning Containing 2 83/100 acres as and for her reasonable dower in said premises, and a writ of possession is awarded to put her in possession of said premises. It is further decreed that the said defendant pay to said plaintiff the sum of One Dollar being the sum returned by said Commissioners as the net value of one third of said premises from the filing of this petition to the assignment of dower. It is further ordered that plaintiff pay one third of the costs of this action and that defendants William Black et. al. pay two thirds of the costs of this action and that said costs be paid within 30 days of the rising of this Court and in default thereof that execution issue therefor.

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

Pleas before his Honor John A Price Judge of the Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the Third Sub Division of the Tenth Judicial District of the State of Ohio, on the 18th day of May in the year of our Lord one thousand eight hundred and eighty five.

Be it before, to-wit:- On the 4th day of February A. D. 1885, the following Petition was filed with the Clerk of said Court to-wit:-

Eliza M. Kerr, Plaintiff
Against
Henry A. Perkins, Defendant
} Court of Common Pleas, Union County, Ohio.

Petition
4731

The plaintiff says: that on the 20th day of January 1835, she was intermarried with one Robert M. Kerr - that said Robert M. Kerr died on the 11th day of January 1877, having been seized during said coverture of an estate of inheritance in the following lands situate in the County of Union and State of Ohio being part of Lot No. 5 of the Sub-Division of Survey No. 5498: Beginning at a stone South East corner to a lot of land containing 20 acres conveyed to James H. Perkins by Jeremiah Johnson February 13 1872, thence with the South line of said land S. 81° W. 80 poles to a stone corner to said land in the West line of Lot No 5; thence with said line S 8° W. 84 1/2 poles to a stone in the center of Blues Creek; thence down the Creek with the meanders thereof to the North East corner of said Lot No. 5; thence with the East line of said Lot S. 8° E 70 poles to the beginning, Containing 36 acres more or less. Said property is now claimed by the defendant (who is unmarried) through various grantees from said Robert M. Kerr. Plaintiff is entitled to dower in said property and prays that the same may be assigned her therein and for all proper relief

Thos. N. Page and A. T. Carpenter
Attorneys for Plaintiff

Waiver of Summons
4731

The State of O
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Writ of Dower
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The State of
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The State of Ohio, }
Union County, ss. } A. T. Carpenter being sworn says he is one of the attorneys of the above named plaintiff duly authorized herein. That said plaintiff is a non-resident of said County of Union and is now absent therefrom, and that the facts stated and allegations in plaintiffs foregoing petition are true as affiant verily believes

A. T. Carpenter.

Sworn to by A. T. Carpenter before me and signed by him in my presence this 4th day of February A.D. 1885.

J. L. Bruguier, Clerk. By Lead Deputy.

Waiver of Summons

Eliza M. Kerr, Plaintiff
vs.
Henry A. Perkins, Defendant } Action for Assignment of Dower.

4731

I hereby waive the issuing and service of summons against me in the above entitled case and enter my appearance herein Feb. 21st 1885.

Henry A. Perkins.

Afterwards on the 17th day of June A.D. 1885, an Entry was made on the Journal of said Court which reads as follows, to wit:-

Entry

Eliza M. Kerr Plaintiff
vs.
Henry A. Perkins, Defendant } Court of Common Pleas, Union County, Ohio.

4731

This day this cause came on for hearing and was submitted to the Court upon the pleadings and the evidence; on consideration whereof the Court find that the said Robert M. Kerr was in his lifetime seized in fee simple of the real estate and premises described in the petition and that the plaintiff is the widow of said Robert M. Kerr deceased, and that she is entitled to have her dower in 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 full equal third part of the premises described in the petition, the value thereof to be estimated exclusive of any improvements made on said tract of land since said Robert M. Kerr ceased to be the owner thereof but including such increased value as said tract of land may derive from surrounding improvements, and that a writ issue to the Sheriff of Union County, commanding him that by the oaths of O. S. Lee, James A. Henderson and Geo. Baldwin three judicious, disinterested men of the vicinity in 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 appraisement of the yearly net value of said real estate estimated from the 28th day of January 1885 (excluding all permanent and valuable improvements made thereon after Robert M. Kerr ceased to be the owner thereof) to the day of such assignment of dower, the said Commissioners and said Sheriff make return without unnecessary delay.

Afterwards on the 25th day of June A.D. 1885, a Writ of Dower was issued by the Clerk of said Court which reads as follows, to wit:

Writ of Dower

Writ of Dower

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

4731

We command you, that without delay, by the oaths of O. S. Lee, James A. Henderson and George Baldwin you cause to be set off and assigned to Eliza M. Kerr widow of Robert M. Kerr late of said County,

deceased, one full equal third part of the following real estate, situate in the County of Union and State of Ohio. being part of lot-No. 5 of the sub-division of Survey No. 5498 Beginning at a stone South East corner to a lot of land containing 20 acres conveyed to James H. Perkins by Jeremiah Johnson Feb. 13th 1872, thence with the South line of said land S 81° W. 80 poles to a stone corner to said land in the West line of lot-No. 5; thence with said line N. 8° W. 84½ poles to a stone in the centre of Blives Creek; thence down the creek with the meanders thereof to the North East corner of said lot-No. 5; thence with the East line of of said lot S. 8° E. 70 poles to the beginning. Containing 36 acres more or less pursuance of an order lately made in our said Court of Common Pleas within and for the said County of Union in a certain Petition for Dower, wherein the said Eliza M. Kerr is a petitioner, and Henry A. Perkins is respondent and that in like manner by the oaths of the same men, you make a just and true appraisement of the yearly value of said real estate, after deducting the necessary expenses, and that your proceedings in the premises you distinctly certify under your hand to our said Court forthwith. And have you then there this Writ.

Witness my name and the Seal of the said Court at Marysville this 25th day of June A.D. 1883

J. Q. Bergner, Clerk.

Sheriff's Return

Sheriff's Return

As commanded by this Writ, I have by the oaths of Charles S. Lee, James A Henderson and Geo. Baldwin three judicious, disinterested men of the vicinity, who are not of kin to either of said parties, caused to be set off and assigned to the within named Eliza M. Kerr as her dower estate so much of the within described lands and tenements as is contained in the following boundaries, to-wit:- Part of Survey No. 5498, Dover Township, Union County Ohio. Beginning at a stone in the North East corner of the lands of A. C. Johnson, thence with Johnsons North line S 84½ W. 81.40 poles to Johnsons North West corner, thence N. 5 W. 22 poles to a stake thence N. 84½ E. 81.40 poles to a stake in the East line of Henry A. Perkins land, thence with said Perkins East line S. 5 E. 22 poles to the beginning, Containing 11 3/16 acres. and by the oaths of the same men, the yearly value of the real estate within described is justly and truly appraised at Eight Dollars ($8.00) after deducting necessary expenses. — Sheriff's Fees:- Service 30, Mileage 90, Swearing Comr. 1.20, Conveying Comr. 3.40, Total $6.90 — Given under my hand this 6th day of July A.D. 1883.

W. Hopkins Sheriff By A. H. Goodwin Deputy

Comm's Report- 4731

Eliza M. Kerr vs. Henry A. Perkins

Commissioners Report-

Union County ss. Court of Common Pleas.

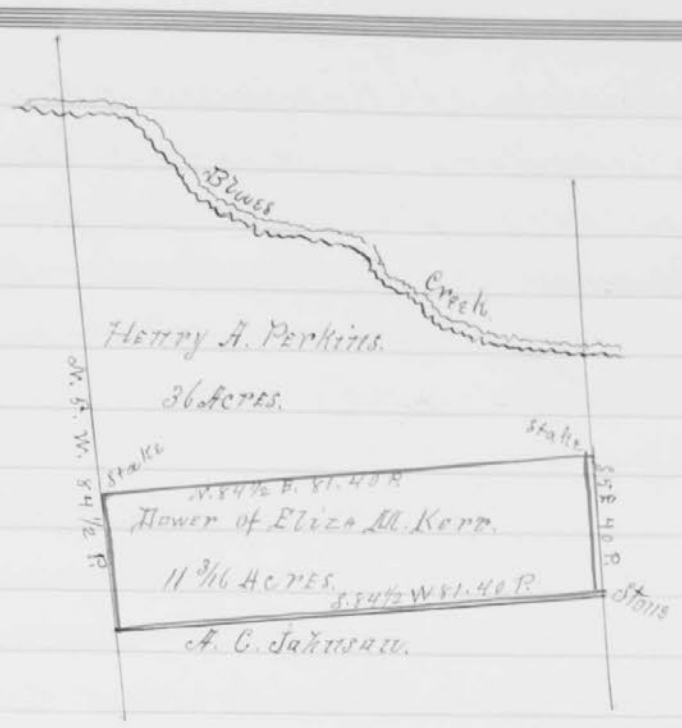
According to the command of the Writ of dower in this case issued and on call of the Sheriff of said County we the undersigned Commissioners after being first duly sworn and upon actual view of the premises do set off and assign to the said Eliza M. Kerr as her dower estate in the said lands in said petition described the following tract, to-wit:- Part of Virginia Military Survey No. 5498, Dover Township Union County, Ohio. Beginning at a stone in the North East corner of the lands of A. C. Johnson, thence with Johnsons north line S. 84½ W. 81.40 poles to said Johnsons north West corner, thence N. 5 W 22 poles to a stake, thence N. 84½ E. 81.40 poles to a stake in the East line of Henry A. Perkins land, thence with said Perkins East line S. 5 E. 22 poles to the beginning. Containing 11 3/16 Acres.

And we do fix January 1885; uable improvem sum of Eight J. A. Henderson " " Geo. Baldwin " "

Afterwards, said Court-ro Eliza M. Kerr vs. Henry A. Perkin

Entry 4731

return of the assignment of confirm the s said proceed do hereby appr said Eliza M No. 5-498, Do corner of the l poles to said N. 84½ E. 81.40 said Perkins for her reasona fact her in pra pray to said C Commissioners petition to the third of this ac this action an in default the



And we do fix the yearly value of the real estate herein described from the 28th day of January 1885, to the day of such assignment (excluding all permanent and valuable improvements made thereon after R. M. Kerr ceased to be the owner thereof) at the sum of Eight Dollars ($8.00)

J. A. Henderson,	Commissioner	1 day	$1.00	C. L. Lee	Commissioner	1 day $1.00
" " "	Chain Carrier	1 "	1.00	" " "	Plat	1.00
Geo. Baldwin,	Commissioner	1 "	1.00	" " "	Report	.50
" "	Chain Carrier	1 "	1.00	" " "	Surveying	2.50

Given under our hands this 30th day of June A. D. 1885.

J. A. Henderson
G. L. Baldwin
Charles L. Lee
} Commissioners

Afterwards on the 7th day of July A. D. 1885, an Entry was made on the Journal of said Court which reads as follows, to wit:

Eliza M. Kerr, Plaintiff
vs.
Henry A Perkins, Defendant
} Court of Common Pleas, Union County, Ohio

Entry

4731

This day this cause came on for hearing upon the return of the Sheriff and of the Commissioners herein, of their proceedings in the assignment of dower under the former order of this Court and on the motion to confirm the same, and the Court being fully advised in the premises find said proceedings and assignment in all respects in conformity to law and do hereby approve and confirm the same. It is therefore ordered and decreed that the said Eliza M. Kerr, have and possess the lands so assigned to wit:- Part of Survey No. 5498, Dover Township, Union County Ohio, Beginning at a stone in the North East corner of the lands of A. C. Johnson, thence with Johnsons North line S. 84½ W. 81.40 poles to said Johnsons North West corner, thence N. 5 W. 22 poles to a stake, thence N. 84½ E. 81.40 poles to a stake in the east line of Henry A. Perkins land, thence with said Perkins East line S. 5 E. 22 poles to the beginning, Containing 11 3/16 acres, as and for her reasonable dower in said premises and a writ of possession is awarded to put her in possession of said premises. It is further decreed that the said defendant pay to said plaintiff the sum of Eight Dollars being the sum returned by said Commissioners as the net value of one third of said premises from the filing of this petition to the assignment of dower. It is further ordered that plaintiff pay one third of the costs of this action and that defendant Henry A. Perkins pay two thirds of the costs of this action and that said costs be paid within 30 days of the rising of this Court and in default thereof that execution issue therefor.

Attest J. D. Burgner Clerk By A. R. Burgner, 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 Eighteenth day of May in the year of our Lord one thousand eight hundred and eighty five. Heretofore to-wit: On the 4th day of February A.D. 1885 the following Petition was filed with the Clerk of said Court, to-wit:-

Petition — Eliza M Kerr Plaintiff
Against } Court of Common Pleas, Union County, Ohio.
Rachel Black, Defendant

4733 — The plaintiff says, that on the 20th day of January 1835, she was intermarried with one Robert M. Kerr that on the 11th day of January 1877, said Robert M Kerr died having been siezed during said coverture of an estate of inheritance in the following lands, situate in the County of Union and State of Ohio, being part of Lot No 3 of the sub-division of V. M. Survey No. 5498:- Beginning at a stone South East corner to lands formerly owned by John Myers (now owned by James H. Myers) in the South line of said Survey No 5498, thence with said line N. 81° E. 33 poles and 2 links to a stone: thence N 9° 15' W. 120 3/4 poles to a stone; thence S. 81° W. 33 poles and 2 links to a stone; thence S 9° 15' W. 120 3/4 poles to the place of beginning containing 25 acres. Said property is now claimed by the defendant Rachel Black through various grantees from said Robert M. Kerr. Plaintiff is entitled to dower in said property and prays that the same may be assigned to her therein and for all proper relief. Thos. N. Page and A. T. Carpenter
Attorneys for Plaintiff

The State of Ohio
Union County, s.s. } A. T. Carpenter being sworn says he is one of the attorneys for the above plaintiff duly authorized herein, that said plaintiff is a non-resident of said County of Union and is now absent therefrom - And that the facts stated and allegations in plaintiffs foregoing petition are true as affiant verily believes.
A. T. Carpenter.

Sworn to by A. T. Carpenter before me and signed by him in my presence this 4th day of February 1885.
J. Q. Burgner Clerk. {Seal}

Eliza M. Kerr, Plaintiff
Waiver of — vs. } Court of Common Pleas Union County, Ohio
Summons — Rachel Black, Defendant } Action for Dower.
4733 — I hereby waive the issuing and service of summons for me in the above entitled case and enter my appearance herein, Feb. 5th 1885.
Rachel Black.

Afterwards, on the 17th day of June A.D. 1885, an Entry was made on the Journal by the Clerk of said Court, which reads as follows, viz:-

Eliza M. Kerr, Plaintiff
Entry — vs. } Court of Common Pleas, Union County, Ohio.
Rachel Black, Defendant

4733 — This day this cause came on for hearing and was submitted to the Court upon the pleadings and the evidence; on consideration whereof the Court find that the said Robert M. Kerr, 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 said Robert M. Kerr, deceased and that she is entitled to have her dower in 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 full equal third part of the premises described in the petition, the value thereof to be estimated exclusive of any improvements made on said tract of land since said Robert M. Kerr ceased to be the owner thereof, but including such increased value as said tract of land may derive from surrounding improvements; and that a writ issue to the Sheriff of Union County commanding him that by the oaths of C.S. Lee, James A. Henderson and Geo. Baldwin 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 to gether with said commissioners appraisement of the yearly net value of said real estate estimated from the 28th day of January 1885 (excluding all permanent and valuable improvements made thereon after Robert M. Kerr ceased to be the owner thereof) to the day of such assignment of dower, the said Commissioners and the said Sheriff make return without unnecessary delay.

Afterwards on the 25th day of June A.D. 1885 a Writ of Dower was issued by the Clerk of said Court which reads as follows, to-wit:-

Writ of Dower 4733

The State of Ohio, Union County ss. } Writ of Dower. To the Sheriff of Said County, Greeting:-

We command you, that without delay, by the oaths of C.S. Lee, James A. Henderson and Geo. Baldwin you cause to be set off and assigned to Eliza M. Kerr widow of Robert M. Kerr late of said County deceased, one full equal third part of the following real estate, situate in the County of Union and State of Ohio being part of Lot No. 3 of the Sub-division of U.M. Survey No. 5498: Beginning at a stone at South East corner to lands formerly owned by John Myers (now owned by Jas. H. Myers) in the South line of said Survey No. 5498; thence with said line N. 81° E. 33 poles and 2 links to a stone; thence N. 9° 15' W. 120 3/4 poles to a stone; thence S 81° W. 33 poles and 2 links to a stone; thence S. 9° 15' W 120 3/4 poles to the place of beginning Containing 25 acres, in pursuance of an order lately made in the said Court of Common Pleas within and for the said County of Union in a certain petition for Dower, wherein the said Eliza M. Kerr is petitioner and Rachel Black is respondent and that in like manner, by the oaths of the same men, you make a just and true appraisement of the yearly value of said 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 there this Writ.

Witness my name and the Seal of the said Court, at Marysville this 25th day of June A.D. 1885. J. D. Burgner Clerk, [Seal]

Sheriff's Return 4733

Sheriff's Return

As commanded by this Writ, I have by the oaths of Charles S. Lee, James A. Henderson and Geo Baldwin three judicious, disinterested men of the vicinity, who are not of kin to either of said parties, caused to be set off and assigned to the within named Eliza M. Kerr as her dower estate so much of the within described lands and tenements as is contained in the following boundaries, to-wit: Part of Virginia Military Survey No 5498, Dover Township Union County Ohio, Beginning in the South line of Survey No. 5498 and South East corner of the lands of James H. Myers, thence with the survey line N 84 1/2 E. 33.08 poles to a stake, thence N. 5 W. 40.25 poles to a stake thence S 84 1/2 W. 33.08 poles to a stake in the east line of James H. Myers thence with Myers line S. 5 E. 40.25 poles to the beginning, Containing 8 1/3 acres, and by the oaths of the same men, the yearly value of the real estate within described is justly and truly appraised at Six Dollars ($6.00) after deducting necessary expenses

Sheriffs Fees:- Service 30, Mileage 90, Swearing Down 120, Surveying Down 2.50, Total $5.90
Given under my hand this 6th day of July A.D. 1885. Wm. Hopkins, Sheriff.
By A.H. Snowden Deputy.

Commissioners Report

Commissioners Report

Eliza M. Kerr
vs.
Rachel Black

Union County ss. Court of Common Pleas.
No Dower.

4733. According to the command of the Writ of Dower in this case issued and on call of the Sheriff of said County we the undersigned commissioners after being first duly sworn and upon actual view of the premises do set off and assign to the said Eliza M. Kerr as her dower estate in the said lands in said petition described the following tract to wit:- Part of Virginia Military Survey No. 5498, Dover Township Union County, Ohio: Beginning in the South line of Survey No. 5498 and South East corner of the lands of James H. Myers, thence with the Survey line N. 84½ E. 33.08 poles to a stake, thence N. 5- W. 40.25 poles to a stake thence S. 84½ W. 33.08 poles to a stake in the East line of James H. Myers, thence with Myers line S. 5° E. 40.25 poles to the beginning Containing 8⅓ Acres.

And we do fix the yearly value of the real estate herein described from the 28th day of January 1885, to the day of such assignment (excluding all permanent and valuable improvements made thereon after R. M. Kerr ceased to be the owner thereof) at the sum of Six Dollars ($6.00)

J. A. Henderson Commissioner 1 day $1.00 — G. S. Lee Commissioner 1 day $1.00
" " " Chain Carrier 1 " 1.00 — " " " Plat — — — — — 1.00
Geo. Baldwin Commissioner 1 " 1.00 — " " " Report — — — — 3.50
" " Chain Carrier 1 " 1.00 — " " " Surveying 2.50

Given under our hands this 27th day of June A.D. 1885-
J. A. Henderson
G. S. Baldwin } Commissioners
Charles S. Lee

Afterwards on the 7th day of July A.D. 1885, an Entry was made on the Journal by the Clerk of said Court, which reads as follows, to wit:-

Entry

Eliza M. Kerr
vs
Rachel Black } Court of Common Pleas, Union County, Ohio.

4733 This day this cause came on for hearing upon the return

of the Sheriff and of the Commissioners herein, of their proceedings in the assignment of dower under the former order of this Court and on the motion to confirm the same - and the Court being fully advised in the premises find said proceedings and assignment in all respects in conformity to law and do hereby approve and confirm the same. It is therefore ordered and decreed that the said Eliza M. Kerr have and possess the lands so assigned to wit:- Part of Virginia Military Survey No. 5498, Dover Township, Union County, Ohio. Beginning in the South line of Survey No 5498 and South East corner of the lands of James H. Myers, thence with the Survey line N. 84½ E. 33.08 poles to a stake, thence N. 5 W. 40.25 poles to a stake, thence S 84½ W. 33.08 poles to a stake in the east line of James H. Myers, thence with Myers line S. 5° E. 40.25 poles to the beginning. Containing 8⅓ Acres. as and for her reasonable dower in said premises and a writ of possession is awarded to put her in possession of said premises. It is further decreed that the said defendant pay to said plaintiff the sum of Six Dollars being the sum returned by said Commissioners as the net value of one third of said premises from the filing of this petition to the assignment of dower. It is further ordered that plaintiff pay one third of the costs of this action and that defendant Rachel Black pay two thirds of the costs of this action and that said costs be paid within 20 days of the rising of this Court and in default thereof that execution issue therefor.

Attest J. Q. Bumgarner Clerk.
By H. R. Bumgarner 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 Tenth Judicial District of the State of Ohio, on the Eighteenth day of May in the year of Our Lord one thousand eight hundred and eighty five. Heretofore to wit:-

On the 4th day of February A. D. 1885, the following Petition was filed with the Clerk of said Court, to wit:-

Petition

Eliza M. Kerr, Plaintiff
vs.
James H. Myers and
Isabel Myers, Defendants

Court of Common Pleas, Union County Ohio.

4734

The Plaintiff says: that on the 28th day of January 1835, she was intermarried with one Robert M. Kerr, that said Robert M. Kerr died on the 11th day of January 1877, having been seized during said coverture of an estate of inheritance in the following lands situate in the County of Union and State of Ohio, being part of Lots Nos. 3 & 6 of the Sub-Division of U. M. Survey No 5498 Beginning at a stone (in place of a white oak, hymn and ironwood) South West corner of Survey No. 5498, thence with the West line of said Survey N. 9° 25' W. 80 poles to a stone corner to Rachel Blacks land; thence with the South line of said land N. 80° E 100 poles to a stone South East corner to said land in the West line of Lot No. 3; thence with said line N. 9° 25' W. 40 poles to a stone (in place of 2 box-elders) North West corner to said Lot No. 3, thence with the North line of said Lot N. 80° E. 99 poles to a stone north West corner to a lot of land containing 30 acres conveyed by Joseph Myers to Samuel Bowdre on the 6th day of March 1854; thence with the West line of said last mentioned lot

and the West line of a lot of land conveyed by John Myers to G Johnson on the 31st day of March 1859 S9° 25' E 120 poles to a stone South West corner to said last-mentioned lot in the South line of Survey No. 5498; thence with said line S.80° W. 197 poles to the beginning. Containing 120 Acres more or less. Said property is now claimed by the defendant James H. Myers and the defendant Isabel Myers is his wife. Said defendant claims title through various grantees from said Robert M. Kerr. Plaintiff is entitled to dower in said property and prays that the same may be assigned her therein. and for such other relief as is proper

Thos. N. Page & A. V. Carpenter Attys for Plaintiff.

The State of Ohio }
Union County ss. } A. V. Carpenter being sworn says he is one of the attorneys for the above named plaintiff duly authorized therein, that said plaintiff is a non resident of said County of Union and is now absent therefrom, Affiant further says that the facts stated and allegations contained in the foregoing petition of plaintiff are true as he verily believes

A. V. Carpenter

Sworn to by A. V. Carpenter before me and subscribed by him in my presence this 4th day of February 1885

J. Q. Burgner Clerk {Seal}

We hereby waive the issuing and service of Summons against us in the above case and enter our appearance herein this 2nd day of February 1885 James H. Myers
Isabel Myers

Afterwards on the 17th day of June A.D. 1885 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:- Eliza M. Kerr vs. James H. Myers et al

Entry
4734

This day this cause came on for hearing and was submitted to the Court upon the pleadings and the evidence; in consideration whereof the Court find that the said Robert M. Kerr 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 said Robert M. Kerr, deceased and that she is entitled to have her dower in 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 full equal third part of the premises described in the petition the value thereof to be estimated exclusive of any improvements made on said tract of land since said Robert M. Kerr ceased to be the owner thereof but including such increased value as said tract of land may derive from surrounding improvements, and that a writ issue to the Sheriff of Union County, commanding him that by the oaths of C. S. Lee, James A. Henderson and Geo. Baldwin 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 the purpose, he set off and assign such dower to said plaintiff according to law. And that of such proceedings together with said Commissioners appraisement of the yearly net value of said real estate estimated from the 28th day of January 1885 (excluding all permanent and valuable improvements made thereon after Robert M. Kerr ceased to be the owner thereof) to the day of such assignment of dower, the said Commissioners and the said Sheriff make return without unnecessary delay.

Afterwards on the 25th day of June A.D. 1885, a Writ of Dower was issued by the Clerk of said Court which reads as follows, to-wit:-

Writ of Dower
4734

Writ of Dower

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

We command you, that without delay by the oaths of C. S. Lee

James A. Henderson and Geo. Baldwin were came to be set-off and assigned to Eliza M. Mc Kee widow of Robert M. Mc Kee late of said County deceased, one full equal third part of the following real estate, situate in the County of Union and State of Ohio being part of lots Nos. 3 & 6 of the Sub-Division of U. M. Survey No 5498 Beginning at a stone (in place of a white oak, lynn and ironwood) South West corner of Survey No. 5498, thence with the West line of said Survey N. 9° 25' W. 80 poles to a stone, corner to Rachel Blacks land; thence with the South line of said land N. 80° E 100 poles to a stone S. E. corner to said land in the West line of lot No. 3; thence with said line N. 9° 25' W 40 poles to a stone (in the place of a beech) North West corner to said lot No. 3: thence with the North line of said lot N. 80° E. 99 poles to a stone North West corner to a lot of land containing 30 acres conveyed by John Myers to Samuel Bowden on the 6th day of March 1854; thence with the West line of said last mentioned lot and the West line of a lot of land conveyed by John Myers to H. Johnson on the 31st day of March 1859 S. 9° 25' E. 120 poles to a stone South West corner to said last mentioned lot in the South line of Survey No. 5498; thence with said line S. 80° W. 199 poles the beginning containing 120 acres more or less, in pursuance of an order lately made in the said Court of Common Pleas within and for the said County of Union in a certain Petition for Dower, wherein the said Eliza M. Mc Kee is petitioner, and James H. Myers and Isabel Myers are respondents, and that in like manner, by the oaths of the same men, you make a just and true appraisement of the yearly value of said real estate, after deducting the necessary expenses, and that your proceedings in the premises you distinctly certify under your hand to our Court for the writ. And have you then there this Writ.

Witness my name and the Seal of the said Court at Marysville, Ohio this 24th day of June A. D. 1885.

J. D. Burgner, Clerk.

Sheriff's Return

Sheriff's Return

As commanded by this Writ, I have by the oaths of Charles L. Lee, James A. Henderson and Geo. Baldwin, three judicious, disinterested men of the vicinity, who are not of kin to either of said parties, caused to be set-off and assigned to the within named Eliza M. Mc Kee as her dower estate so much of the within described lands and tenements as is contained in the following boundaries, to-wit:- Part of Survey No. 5498 in Dover Township, Union County Ohio, Beginning at a stone in the center of the Dover and Perkins Gravel Road and in the South West corner of Rachel Blacks land, thence with the South line of Rachel Blacks land N. 84½° E. 100 poles to a stone, thence N. 6° W. 40 poles to a stone, thence N. 84½° E. 99 poles to a stone in the north East corner of James H. Myers 120 acre tract, thence S. 5° E. 48.24 poles to a stake (Witness an Elm 4 inches in diameter bears N. 75-¼° W. 7 links) thence S. 84½° W. 199 poles to the center of the Dover and Perkins Gravel Road (witness a stake on the East side of said Gravel Road, thence with the center of said gravel road N. 5° W. 8.24 poles to the beginning Containing 35 acres. And by the oaths of the same men, the yearly value of the real estate within described is ninety, and truly appraised at Eighteen Dollars ($18.00) after deducting necessary expenses. ~~ Sheriff's Fees:- Service, 30, Mileage 90, Surveying Com. 1.20, Conveying Com. 3.50, Total $5.90 ~~ M. Hopkins Sheriff

By A. H. Goodwin, Deputy

Commissioners Report.

Com. Report 4734

Eliza M. Mc Kee
vs.
James H. Myers et. al.

Union County ss. Court of Common Pleas. (In Dower)
According to the command of Writ of Dower in this case

issued, and upon call of the Sheriff of said County we the undersigned Commissioners after being first duly sworn and upon actual view of the premises do set off and assign to the said Eliza M. Kerr as her dower estate in the said lands in said petition described the following tract to-wit:- Part of Survey No. 5498 in Dover Township Union County, Ohio. Beginning at a stone in the centre of the Dover and Perkins Gravel Road, and in the South West corner of Rachel Blacks land thence with the South line of Rachel Blacks land N. 84 1/2 E. 100 poles to a stone, thence N. 6° W. 40 poles to a stone thence N. 84 1/2 E. 99 poles to a Stone in the North East corner of James H. Myers 120 acre tract, thence S. 5. E. 48. 24 poles to a stake (Witness an Elm 4 inches in diameter bears N. 75 1/4 W. 7 links) thence S 84 1/2 W. 194 poles to the centre of the Dover and Perkins Gravel Road witness a stake on the east side of said Gravel Road, thence with centre of said Gravel Road N. 5 W. 8. 24 poles to the beginning. Containing 35. Acres

Survey No. 5498.

And we do fix the yearly value of the real estate herein described from the 28th day of January 1885 to the day of such assignment (excluding all prominent and valuable improvements made thereon after E. M. Kerr ceased to be the owner thereof) at the sum of Eighteen Dollars ($18.00)

J. A. Henderson	Commissioner	1 day	$1.00	C. S. Lee Commissioner	1 day $1.00
" "	Chain Carrier	1 "	1.00	" " " Plat	1.00
Geo. Baldwin	Commissioner	1 "	1.00	" " " Report	.50
" "	Chain Carrier	1 "	1.00	" " " Surveyor	2.50

J. A. Henderson, G. S. Baldwin, Charles S. Lee } Commissioners

Afterwards on the 7th day of July A. D. 1885, an Entry was made on the Journal of said Court which reads as follows, to-wit:-

Entry 41734

Eliza M. Kerr vs. James H. Myers et. al. } Court of Common Pleas, Union County, Ohio.

This day this cause came on for hearing upon the return of the Sheriff and of the Commissioners herein of their proceedings in the assignment of dower under the former order of this Court and on the motion to confirm the same. And the Court being fully advised in the premises find said proceedings and assignment in all respects in conformity to law and do hereby approve and confirm the same. It is further

ordered and
assigned, to
Beginning a
in the South
Rachel Black
thence N. 84 1/2
tract, thence S.
75 1/4 W. 7 Links)
Road Witness
said Gravel R
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Please be
and held a
County of Un
State of Ohio
and eight
February A. D.
Eliza M. Ke
Against
Rachel Black
David Black

Petition

41742

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ordered and decreed that the said Eliza M. Kerr have and possess the lands so assigned, to-wit:- Part of Survey No. 5498 in Dover Township, Union County Ohio; Beginning at a stone in the center of the Dover and Perkins Gravel Road, and in the South West corner of Rachel Blacks land, thence with the South line of Rachel Blacks land N. 84 1/2 E. 100 poles to a stone, thence N. 6° W. 40 poles to a stone thence N. 84 1/2 E. 99 poles to a stone in the North East corner of James H. Myers 120 acre tract, thence S. 5 E. 48.24 poles to a stake (Witness an elm 4 inches in diameter brs N 75 1/4 W. 7 Links) thence S 84 1/2 W. 199 poles to the center of the Dover and Perkins Gravel Road Witness a Stake on the East side of said Gravel Road, thence with the center of said Gravel Road N. 5 W. 8.24 poles to the beginning, Containing 35 acres, as and for her reasonable dower in said premises and a writ of possession is awarded to put her in possession of said premises. It is further decreed that the said defendant pay to said plaintiff the sum of Eighteen Dollars, being the sum returned by said commissioners, as the net value of one third of said premises from the filing of this petition to the assignment of dower. It is further ordered that plaintiff pay one third of the costs of this action and that defendants James H. Myers et. al. pay two thirds of the costs of this action and that said costs be paid within 30 days of the rising of this Court and in default thereof that execution issue therefor

Attest J. Q. Bevington Clerk
By A. R. Bevington 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 eighteenth day of May in the year of our Lord, one thousand eight hundred and eighty five. Heretofore to-wit, on the 6th day of February A. D. 1885, the following Petition was filed with the Clerk of said Court:

Petition

Eliza M. Kerr, Plaintiff
against
Rachel Black, Christopher Black
David Black and Sarah Black, Defendants

Court of Common Pleas
Union County, Ohio.

4742

The plaintiff says: that on the 20th day of January 1835 she was intermarried with one Robert M. Kerr that said Robert M. Kerr died on the 11th day of January 1877, having been seized during said coverture of an estate of inheritance in the following premises situate in the County of Union and State of Ohio being part of lot No. 6 of the inheritance of the sub division of W. M. Survey No. 5498. Beginning at a stone in the west line of said Survey No. 5498 and North West corner to James H. Myers land; thence with said Survey line N. 9° 25' W. 64 poles to a stone corner to Wm and George M. Blacks land, thence with the line of said land N. 80° E 39 poles to a stone; thence S. 9° 25' E 9 1/2 poles to a stone; thence N. 80° E 39 poles to a stone; thence N. 9° 25' W. 2 1/2 poles to a stone corner to said Wm and George M. Blacks land in the north line of Lot No. 6; thence with said line N. 80° E 27 poles to a stone North East corner to said Lot No. 6; thence with the East line of said lot S. 9° 25' 280 poles to a stone corner to said James H. Myers land; thence with the North line of said land S. 80° W. 100. poles to the beginning. Containing 41 1/2 Acres more or less. Said property is claimed by the defendants

Claiming title through various grantees from said Robert M. Kerr. The Plaintiff is entitled to dower in said premises and prays the Court that the same be assigned to her therein and for all proper relief. Thos. N. Page & A. V. Carpenter Attys. for Plaintiffs

The State of Ohio }
Union County ss. } A. V. Carpenter being sworn says he is one of the attorneys for the above plaintiff duly authorized herein, that said plaintiff is a non resident of said County of Union and is now absent therefrom - And that the facts stated and allegations in plaintiffs foregoing petition are true as affiant verily believes. A. V. Carpenter

Sworn to by A. V. Carpenter before me and signed by him in my presence this 6th day of February 1885.

Frank N. Hamilton
Notary Public } Seal }

Waiver of Summons

Eliza M. Kerr, Plaintiff
vs.
Rachel Black, Christopher Black
David Black & Sarah Black, Defendants

} Court of Common Pleas, Union County Ohio.
Action for Dower

4742

We each of us hereby waive the issuing and service of summons against us in the above entitled case and enter our appearance herein this 5 day of February 1885 - C. Black - Rachel Black - David Black - Sarah Black.

Afterward on the 17th day of June A. D. 1885 an Entry was made on the journal by the Clerk of said Court which reads as follows, viz:-

Entry

Eliza M. Kerr, Plaintiff
vs.
Rachel Black et. al. Defendants

} Court of Common Pleas, Union County, Ohio

4742

This day this cause came on for hearing and was submitted to the Court upon the pleadings and the evidence; On consideration whereof the Court find that the said Robert M. Kerr, 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 said Robert M. Kerr, deceased, and that she is entitled to have her dower in 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 full equal third part of the premises described in the petition, the value thereof to be estimated exclusive of any improvements made on said tract of land since said Robert M. Kerr ceased to be the owner thereof, but including such increased value as said tract of land may derive from surrounding improvements, and that a Writ issue to the Sheriff of Union County commanding him that by the oaths of O. S. Lee, James A. Henderson and Geo. Baldwin 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 he gether with said commissioners appraisement of the yearly net value of said real estate estimated from the 28th day of January 1885 (excluding all permanent and valuable improvements made thereon after Robert M. Kerr ceased to be the owner thereof) to the day of such assignment of dower, the said Commissioners and the said Sheriff make return without unnecessary delay.

Afterwards, on the 25th day of June A. D. 1885, a Writ of Dower was issued by the Clerk of said Court which reads as follows, to-wit:-

Writ of Dower

The State of Ohio }
Union County, ss. } Writ of Dower
To the Sheriff of Said County, Greeting:-

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Sheriff's Return

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Commissioners Report. 4742

Eliza M. K
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Writ of Dower

4742 We commaund you, that without delay, by the oaths of W. S. Lee, James A. Henderson and George Baldwin you cause to be set off and assigned to Eliza M. Kerr widow of Robert M. Kerr late of said County deceased, one full equal third part of the following real estate, situate in the County of Union and State of Ohio, being part of lot No. 6 of the Sub-division of U. M. Survey No. 3498. Beginning at a stone in the West line of said Survey No. 3498, and North West corner to James H. Myers land, thence with said Survey line N. 9° 25' W. 64 poles to a stone corner to Wm & Geo. M. Blacks land, thence with the lines of said land N. 80° E 39 poles to a stone; thence S. 9° 25' E 9½ poles to a stone; thence N 80° E 39 poles to a stone, thence N. 9° 25' W. 25-½ poles to a stone corner to said Wm & George M. Blacks land, in the north line of Lot No. 6; thence with said line N. 80° E 29 poles to a stone North East corner to said Lot No. 6; thence with the East line of said lot S. 9° 25' 280 poles to a stone, corner to said James H. Myers land; thence with the line of said land S. 80° W. 100 poles to the beginning Containing 41½ acres more or less. in pursuance of an order lately made in the said Court of Common Pleas within and for the said County of Union in a certain Petition for Dower, wherein the said Eliza M. Kerr petitioner, and Rachel Black et. al. are respondents, and that in like manner, by the oaths of the same men, you make a just and true appraisement of the yearly value of said real estate, after deducting the necessary expenses, and that your proceedings in the premises you distinctly certify under your hand to our said Court forthwith And have you then there this writ. Witness my name and the Seal of the said Court at Marysville this 23d day of June A.D. 1885 — J. D. Brugner Clerk.
By W. M. Winget Deputy

Seal

Sheriff's Return

Sheriff's Return

As commanded by this Writ, I have by the oaths of Charles S. Lee James H. Henderson and Geo. Baldwin three judicious, disinterested men of the vicinity, who are free of kin to either of said parties, caused to be set off and assigned to the within named Eliza M. Kerr as her dower estate so much of the within described lands and tenements as is contained in the following boundaries, to wit:- Part of Virginia Military Survey No. 3498, Dover Township, Union County, Ohio; Beginning at a stone in the North-East corner of the lands of W. M & G. M. Black, thence N. 84½ E. 29 poles to a stone in the North East corner of the lands of Rachel Black, thence with her East line S. E. 80 poles to a stone a corner of James H. Myers land, thence with said Myers line S. 84½ W. 27 poles to a stake, thence N. 6 W. 60.40 poles to a stake in the North margine of a County road, thence with the North margine of said road S. 84½ W. 2 poles to a stone the South East corner of W. M. & G. M Blacks land, thence with their East line N. 7¼ W. 19.60 poles to the beginning Containing 13¾ Acres. and by the oaths of the same men, the yearly value of the real estate within described is justly and truly appraised at Ten Dollars, ($10.00) after deducting necessary expenses. —
Sheriff's Fees: Service .30 Mileage .90 Swearing Dow. 1.20 Conveying Dow. 3.50 Total $6.90
Given under my hand this 6th day of July A.D. 1885 — M. Hopkins Sheriff
By A. H Goodwin Deputy.

Commissioners Report

Commissioners Report

Eliza M. Kerr
vs.
Rachel Black et.al. } Union County S.S. Court of Common Pleas.
In Dower

Commissioners Report. 4742

According to the command of the Writ of Dower in this case issued and on call of the Sheriff of said County we the undersigned Commissioners after being first duly sworn and upon actual view of the premises do

set-off, and assigned to the said Eliza M. Kerr as her Dower estate in the said lands in said petition described the following tract, to-wit:- Part of Virginia Military Survey No. 5498 in Dover Township, Union County, Ohio. Beginning at a stone in North East-corner of the lands of W. M. & G. M. Black, thence N. 84½ E. 29 poles to a stone in the North East-corner of the lands of Rachel Black, thence with her east line S. 6 E. 80 poles to a stone a corner to James H. Myers land, thence with said Myers line S. 84½ W. 27 poles to a stake, thence N. 6. W. 60.40 poles to a stake in the North margin of a County road, thence with the north margin of said road S. 84½ W. 2 poles to a stone the South East corner of W. M. and G. M. Blacks land, thence with their east line N. 7¼ W. 19.60 poles to the beginning Containing 13¾ Acres.

And we do fix the yearly value of the real estate herein described from the 28th day of January 1885 to the day of such assignment (excluding all permanent and valuable improvements made thereon after Robert M. Kerr ceased to be the owner thereof) at the sum of Nine Dollars ($9.00).

Fees
- Chas S. Lee Commissioner 1 day $1.00
- " " " Report - - - - - - - 4.00
- " " " Surveying - - - - 2.50
- " " " Plat - - - - - - - - 1.00
- James A. Henderson, Commissioner 1 day $1.00
- " " " Chain Carrier " " 1.00
- George Baldwin Commissioner 1 " 1.00
- " " " Chain Carrier " " 1.00

J. A. Henderson
G. S. Baldwin
Charles S. Lee
} Commissioners

Afterwards on the 7th day of July A. D. 1885 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Eliza M. Kerr Plaintiff
vs.
Rachel Black et. al. Defts.
} Court of Common Pleas, Union County, Ohio.

Entry

4742

This day this cause came on for hearing upon the return of the Sheriff and of the Commissioners herein, of their proceedings in the assignment of dower under the former order of this Court, and on the motion to confirm the same And the Court being fully advised in the premises find said proceedings and assignment in all respects in conformity to law and do hereby approve and confirm the same. It is therefore ordered and decreed that the said Eliza M. Kerr have and possess the lands so assigned to-wit:- Part of Virginia Military Survey No. 5498 in Dover Township, Union County, Ohio. Beginning at a stone in the North East-corner of the lands of W. M. & G. M. Black thence N. 84½ E. 29 poles to a stone in the North East-corner of the lands of Rachel Black, thence with her East-line S. 6 E. 80 poles to a stone a corner to James H. Myers land, thence with said Myers line S. 84½ W. 27 poles to a stake, thence N. 6. W. 60.40 poles to a stake in the north margin of a County road, thence with the north margin

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Eliza M. Kerr
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Petition

4737

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of said road S.84 1/2 W. 2 poles to a stone the South East corner of W. M. & G. M. Blacks land, thence with their East line N. 7 1/4 W. 19.60 poles to the beginning. Containing 13 3/4 Acres as and for her reasonable dower in said premises and a Writ of possession is awarded to put her in possession of said premises. It is further decreed that the said defendant pay to said plaintiff the sum of Ten Dollars being the sum returned by said Commissioners as the net value of one third of said premises from the filing of this petition to the assignment of dower. It is further ordered that plaintiff pay one third of the costs of this action and that defendants Rachel Black et al pay two thirds of the costs of this action and that said costs be paid within 30 days of the rising of this Court and in default thereof that execution issue therefor

Attest J. D. Burgner Clerk.
By A. B. Burgner 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 eighteenth day of May in the year of our Lord one thousand eight hundred and eighty-five. Heretofore, to-wit:- On the 4th day of February A. D. 1885, the following Petition was filed with the Clerk of said Court, to-wit:-

Eliza M. Kerr, Plaintiff
vs.
Christopher Black, Defendant

} Court of Common Pleas, Union County, Ohio.

Petition
4737

The plaintiff says; that on the 20th day of January 1835, she was intermarried with one Robert M. Kerr, that said Robert M. Kerr died on the 11th day of January 1877 having been seized during said coverture of an estate of inheritance in the following lands, situate in the County of Union and State of Ohio being part of Lot No. 5 of the Sub division of W. M. Survey No. 4498 Beginning at a stone South West corner to land lately owned by Michael Myers, thence N. 10° W. 53 poles to a stone corner to Griffin Johnsons land (or land lately owned by him); thence with his South line S. 80° W. 80 poles to a stone South West corner to land formerly owned by said Griffin Johnson; thence S. 10° E. 53 poles to a stone in James H. Myers line; thence with his north line N. 80° E. 80 poles to the beginning. Containing 26 1/2 Acres more or less. Said property is now claimed by the defendant Christopher Black (an unmarried man) who claimes title through various grantees from said Robert M. Kerr. Plaintiff is entitled to dower in said property and prays that the same may be assigned to her therein and for all proper relief.

Thos. N. Page & A. T. Carpenter, Attorneys for Plaintiff.

The State of Ohio,
Union County, ss.

} A. T. Carpenter being sworn says he is one of the Attorneys for the above named plaintiff duly authorized herein - that said plaintiff is a non resident of said County of Union and is now absent therefrom, and that the facts stated and allegations in plaintiffs foregoing petition are true as affiant verily believes

A. T. Carpenter.

Sworn to by A. T. Carpenter before me and signed by him in my presence this 4th day of February 1885.

J. D. Burgner, Clerk (Seal)

Waiver of Summons
4737

Eliza M. Kerr, Plaintiff
vs.
Christopher Black, Defendant. } Court of Common Pleas, Union County, Ohio.
Action for Dower

I hereby waive the issuing and service of Summons for me in the above action and enter my appearance herein Feb. 5th 1885-

C. Black.

Afterwards on the 17th day of June A.D. 1885, an Entry was made on the Journal of said Court which reads as follows, to wit:-

Entry
4737

Eliza M. Kerr, Plaintiff
vs.
Christopher Black, Defendant } Court of Common Pleas, Union County, Ohio.

This day this cause came on for hearing and was submitted to the Court upon the pleadings and the evidence: on consideration whereof the Court find that the said Robert M. Kerr, 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 said Robert M. Kerr deceased, and that she is entitled to have her dower in 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 full equal third part of the premises described in the petition, the value thereof to be estimated exclusive of any improvements made on said tract of land since said Robert M. Kerr ceased to be the owner thereof, but including such increased value as said tract of land may derive from surrounding improvements. and that a writ issue to the Sheriff of Union County commanding him that by the oaths of C.S. Lee, James A. Henderson and Geo Baldwin 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 said Commissioners appraisement of the yearly net value of said real estate estimated from the 28th day of January 1885 (excluding all permanent and valuable improvements made thereon after Robert M. Kerr ceased to be the owner thereof) to the day of such assignment of dower the said Commissioners and the said sheriff make return without unnecessary delay.

Afterwards on the 23rd day of June A.D. 1885, a Writ of Dower was issued by the Clerk of said Court which reads as follows to wit:-

Writ of Dower
4737

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

We command you, that without delay, by the oaths of C.S. Lee, James A. Henderson and Geo. Baldwin you cause to be set-off and assigned to Eliza M. Kerr widow of Robert M. Kerr late of said County deceased, one full equal third part of the following real estate, situate in the County of Union and State of Ohio, being a part of lot No. 5 of the sub division of V. M. Survey No. 5498, Beginning at a stone South West corner to land lately owned by Michael Myers, thence N. 10° W. 53 poles to a stone corner to Griffin Johnsons land (or land lately owned by him); thence with his South line S. 80° W. 80 poles to a stone South West corner to land formerly owned by said Griffith Johnson, thence S. 10° E. 53 poles to a stone in James H. Myers line; thence with his North line N. 80° E. 80 poles to the beginning; Containing 26½ Acres more or less. in pursuance of an order lately made in our said Court of Common Pleas within and for the said County of Union in a certain Petition for Dower, wherein the said Eliza M. Kerr is petitioner and Christopher Black is respondent; and that in like manner, by the oaths of the

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Sheriff Return
4737

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Commissioners Report.
4737

Eliza M. Ker…
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same sworn, you make a just and true appraisement of the yearly value of said real estate, after deducting the necessary expenses, and that your proceedings in the premises you distinctly certify under your hand to our said Court forthwith. And have you then there this Writ. Witness my name and the Seal of the said Court at Marysville Ohio this 21st day of June A.D. 1885. J.A. Burgner, Clerk. Seal

Sheriff's Return

Sheriff Return 4737

As commanded by this Writ, I have by the oaths of Charles S. Lee, James A. Henderson and Geo. Baldwin three judicious, disinterested men of the vicinity who are not of kin to either of said parties, caused to be set off and assigned to the within-named Eliza M. Kerr as her dower estate so much of the within described lands and tenements as is contained in the following boundaries, to-wit: Part of Virginia Military Survey No. 5498 Dover Township, Union County, Ohio. Beginning at a stone in the east line of Rachel Blacks land and South West corner of Christopher Blacks land, thence with said Christopher Blacks South line N. 84½ E. 79 poles to a stake thence N. 5½ W. 14 poles to a stake, thence S 84½ W. 79 poles to a stake in the East line of Rachel Blacks land, thence with her line S. 6 E. 14 poles to the beginning, Containing 6⅞ Acres and by the oaths of the same men, the yearly value of the real estate within described is justly and truly appraised at Seven Dollars ($7.00) after deducting necessary expenses. Sheriffs Fees:- Service 30, Mileage 90, Swearing Com. 120, Conveying Com. 350 Total $5.90

Given under my hand this 6th day of July A.D. 1885. M. Hopkins Sheriff
By A. N. Goodwin Deputy

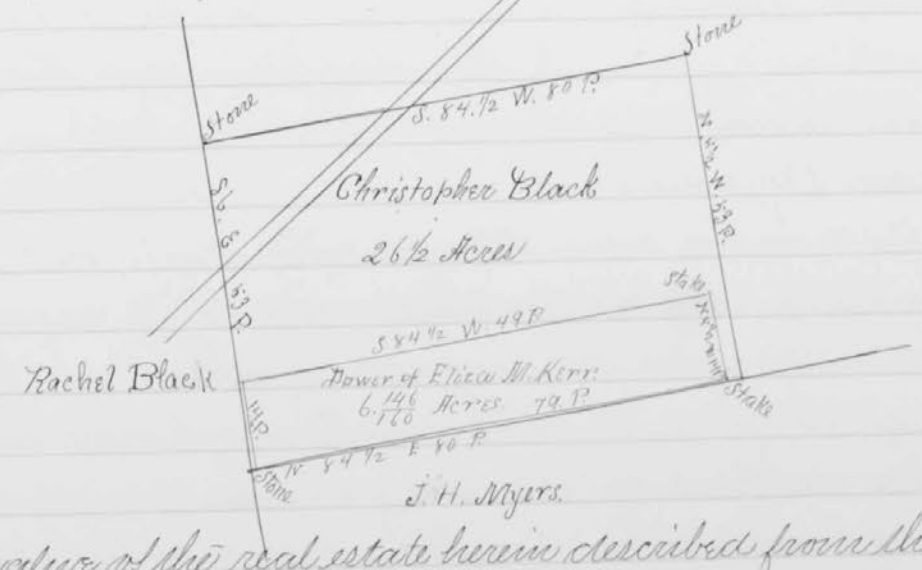
Commissioners Report.

Commissioners Report. 4737

Eliza M. Kerr Plaintiff
vs.
Christopher Black, Defendant

Union County ss. Court of Common Pleas.
For Dower.

According to the command of the Writ of Dower in this case issued and on call of the Sheriff of said County we the undersigned Commissioners after being first duly sworn and upon actual view of the premises do set-off and assign to the said Eliza M. Kerr as her dower estate in the said lands in said petition described the following tract, to-wit:- Part of Virginia Military Survey No. 5498 Dover Township, Union County, Ohio. Beginning at a stone in the East line of Rachel Blacks land and South West corner of Christopher Blacks land thence with said Christopher Blacks South line N. 84½ E. 79 poles to a stake, thence N. 5½ W. 14 poles to a stake thence S. 84½ W. 79 poles to a stake in the east line of Rachel Blacks land thence with her line S. 6 E. 14 poles to the beginning, Containing 6⅞ Acres.



And we do fix the yearly value of the real estate herein described from the 28th day of January 1885; to the day of such assignment (excluding all permanent and valuable improvements made thereon after Robert M. Kerr ceased to be the owner thereof at the sum of Seven Dollars ($7.00). J. A. Henderson Com. 1 day $1.00 J. A. Henderson
G. S. Lee Com. 1 day $1.00 " " " 6 Miles " " 1.00 G. S. Baldwin } Commissioners
" " " Plat - - 1.00 Geo. Baldwin " " " " 1.00
" " " Report 1.00 " " Com " " 1.00 Charles S. Lee
" " " Surveying 2.50

Afterwards, on the 7th day of July A.D. 1885- an Entry was made on the Journal by the Clerk of said Court which reads as follows, to wit:-

Eliza M. Kerr Plaintiff
as.
Christopher Black Defendant-

Entry
4737

Union County, Ohio.- Court of Common Pleas-

This day this cause came on for hearing upon the return of the Sheriff and of the Commissioners herein, of their proceedings in the assignment of dower under the former order of this Court and on the motions to confirm the same; and the Court being fully advised in the premises find said proceedings and assignment in all respects in conformity to law and do hereby approve and confirm the same. It is therefore ordered and decreed that the said Eliza M. Kerr have and possess the lands so assigned, to wit:- Part of Virginia Military Survey No. 4498 Dover Township Union County, Ohio Beginning at a stone in the East line of Rachel Blacks land and South West corner of Christopher Blacks land, thence with said Christopher Blacks South line N. 84½ E. 79 poles to a stake, thence N. 5½ W. 14 poles to a stake, thence S. 84½ W. 79 poles to a stake in the East line of Rachel Blacks land, thence with her line S. 6 E. 14 poles to the beginning Containing 6 7/8 Acres as and for her reasonable dower in said premises and a Writ of possession is awarded to put her in possession of said premises. It is further decreed that the said defendant pay to said plaintiff the sum of Seven Dollars being the sum returned by said Commissioners as the net value of one third of said premises from the filing of this petition to the assignment of dower. It is further ordered that plaintiff pay one third of the cost of this action and that defendant Christopher Black pay two thirds of the costs of this action and that said costs be paid within 30 days of the rising of this Court and in default thereof that execution issue therefor

Attest- J. D. Burgner, Clerk.
By A. R. Burgner. Deputy

Demurrer
4716

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 Eighteenth day of May in the year of our Lord one thousand eight hundred and eighty five. Heretofore, to-wit:- On the 31st day of January A.D. 1885, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition
4716

Charles D. Watts, Plaintiff
Against
Wm H. Crary, as Treasurer of
Union County, Ohio- Defendant-

Court of Common Pleas, Union County, Ohio.
Petition

The plaintiff says: that he now is, and also was at the time of the grievance hereinafter refered to, engaged in the retail drug business in the County of Union and State of Ohio, and in the sale of spirituous, vinous and malt liquors for medicinal, mechanical and other purposes- That the said Wm H. Crary is the County Treasurer of Union County Ohio, A statement of the plaintiffs said business having been taken by the Township Assessor and returned to the County Auditor, the said official placed upon the Duplicate against the plaintiff the sum of $200.00 for the year 1883, which Duplicate was turned over to the County Treasurer and he, on the 19th day of June A.D. 1883 required plaintiff to pay into the County Treasury said sum of Two Hundred Dollars which plaintiff did under duress and

Entry
4716

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Demurrer
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vs.
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Entry
4716

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under protest= The same proceedings having been had, the plaintiff was again on the 23d day of June 1884 required by the County Treasurer to pay into the County Treasury the sum of One Hundred Dollars, which plaintiff did under duress and under protest - Plaintiff says both of said assessments were made against him and collected of him by said County Treasurer under and by virtue of the so called Act of April 17-1883, Commonly called the Scott law, and entitled "An Act further to provide against the evils resulting from the traffic in intoxicating liquors" and the amendatory Act thereto of April 14th 1884, and said Act was the only warrant of law by which said assessment, or tax, was made and collected - Plaintiff says said Act was wholly unconstitutional, illegal and void - that the assessment and collection of said tax was illegal and wrongful, and plaintiff is entitled to recover the same back from the defendant, as County Treasurer and custodian of the funds thus wrongfully collected from plaintiff and the other funds of said County. The plaintiff therefore asks judgment against the defendant Wm H. Deary as Treasurer of said County, for the return of Three Hundred Dollars, with interest on $200.00 from June 17th 1883 and interest on $100.00 from June 23 1884 and for all proper relief

A. F. Carpenter Attorney for Plaintiff

The State of Ohio }
Union County ss } Charles D. Watts the plaintiff being sworn says the facts stated and allegations in his foregoing petition are true as he verily believes. Chas. Watts

Sworn to by Chas D. Watts before me and signed by him in my presence this 29th day of January 1885.

Peleg Danetow J. P.

I hereby waive the issuing and service of summons in the above entitled case and enter my appearance herein Feb. 1885.

Bedrick & Mc. Campbell
Attorneys for Defendant.

Afterwards on the 16th day of Feb. 1885, a Demurrer was filed with the Clerk of said Court which reads as follows, to-wit:-

Demurrer

Charles D. Watts Plaintiff
Against
W. H. Deary, Treasurer &c Defendant } In the Court of Common Pleas of Union County, Ohio

47 16

And now comes the said defendant and demurs to the petition of plaintiff herein filed and for ground thereof says: That said petition does not state facts sufficient to constitute a cause of action against said defendant.

Bedricks & Mc. Campbell, Attorneys for Defendant.

Afterwards on the 8th day of July A.D. 1885, an Entry was made on the Journal of said Court which reads as follows, to-wit:-

Entry

Charles D. Watts Plaintiff
vs.
W. H. Deary, Treasurer &c. Defendant } Court of Common Pleas of Union County Ohio.

47 16

This day this cause came on to be heard upon the demurrer of the defendant to the petition of plaintiff herein filed and the same was argued by counsel and submitted to the Court, on consideration whereof the Court do sustain said demurrer. And thereupon the plaintiff not desiring to plead further, it is considered and adjudged by the Court that the said defendant go hence without day and recover from the said plaintiff his costs herein expended. To which ruling and judgment of the Court the plaintiff excepts.

Attest - J. D. Burgner, Clerk.
By A. R. Burgner, Deputy

Pleas before his Honor John A. Price Judge of the Court of Commons 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 Eighteenth day of May in the year of our Lord one thousand eight-hundred and eighty five. Heretofore to-wit:- On the 7th day of February A.D. 1885; the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

David W. Taylor, Plaintiff
vs.
W. H. Gray, Treasurer of
Union County, Ohio Defendant

The Union County Ohio Court of Commons Pleas.
Petition

4751

The plaintiff says that on or about the first day of January A.D. 1884 he engaged in the traffic of intoxicating liquors as a retail dealer in said County of Union and in the village of Richwood, Ohio. That the Auditor of said County did thereupon place upon the assessment duplicate of said County, kept for such assessment, an assessment to the amount of One Hundred Dollars upon said business of the plaintiff as taxes against the plaintiff and did certify to the then Treasurer of said County, W. M. Liggett, said assessment, who on the 26th day of June A.D. 1884, collected said assessment from said plaintiff the plaintiff not voluntarily paying said assessment, but before and at the time of said payment to said Treasurer W. M. Liggett, protesting against the payment thereof as being illegal. The plaintiff says that said assessment and collection thereof were wholly without authority of law, the same having been made and collected by said officers exclusively under and by virtue of the pretended authority upon said officers conferred by an act of the General assembly of the State of Ohio entitled "An Act to further provide against the evils resulting from the traffic in intoxicating liquors" passed April 18th 1883, which act plaintiff avers is and ever has been from its passage wholly unconstitutional and void in so far as it provides for the assessment of any tax upon the business of trafficking in intoxicating liquors. Plaintiff says that the said sum of One Hundred Dollars was on said date of June 26th 1884 placed by the then Treasurer of said County into the Treasury thereof. That on the 3rd day of A.D. 1884, the said defendant W. H. Gray became the duly elected and qualified Treasurer of said County. That on the 3rd day of February A.D. the plaintiff demanded of and requested the said defendant to refund to him the said One Hundred Dollars with interest thereon from said 26th day of June A.D. 1884, which he the said W. H. Gray then and ever since has failed refused and neglected to do or to pay any part thereof. Wherefore the plaintiff asks judgement against the defendant for said sum of $100.00 with interest from the 26th day of June A.D. 1884

G. S. Merriott and D. W. Ayres Attorney for Plaintiff

State of Ohio
Union County ss } David W. Taylor being sworn says the facts stated and allegations in his foregoing petition are as he believes true. David W. Taylor.

Sworn to before me and signed in my presence by the said David W. Taylor this 6th day of February A.D. 1885. T. M. McAdams, J.P.

Praecipe Clerk:-

Issue summons to the Sheriff of Union County Ohio upon the petition in the above entitled case, for the defendant therein named, W. H. Gray, Treasurer of Union County Ohio, returnable according to law. Endorse Amount claimed $100.00 with interest from June 26th 1884.

G. S. Merriott and D. W. Ayres Attorneys for Plaintiff.

Summons

4751

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On the 7th day of February A.D. 1885, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons 4751

The State of Ohio } Summons in Action for Money Only
Union County, ss. } To the Sheriff of the County of Union, Greeting:-

We command you to notify W. H. Gray Treasurer of Union County O, that he has been sued by David W. Taylor in the Court of Common Pleas of Union County, and that unless he answers by the 7th day of Mar. A.D. 1885, the petition of said David W. Taylor against him filed in the Clerks office of said Court, such petition will be taken as true, and judgment rendered accordingly

You will make due return of this summons on the 16th day of Feb. A.D. 1885.

Witness my hand and the Seal of said Court, this 7th day of Feb. A.D. 1885 at Marysville O.

J. D. Brugner, Clerk 25 cts

Endorsed:- Money Only, Amount Claimed $100.00 and interest as follows, at 6 per cent from June 26th 1884.

H. S. Merritt & D. W. Ayres Pltffs Attorneys.

Writ returned and filed Feb 14th 1885, endorsed as follows, to-wit:-

Sheriff's Return

The State of Ohio, } Sheriff's Return.
Union County, ss. } Received this Writ Feby 7th A.D. 1885, at 5 o'clock P.M. And pursuant to its command, on the 9th day of Feby. A.D. 1885, I served the same by delivering to the within named defendant a true copy of this Writ with endorsements thereon

Sheriffs Fees:- Service 30, Copy 20, Total $0.50

M. Hopkins Sheriff
By A. H. Goodwine Deputy

Afterwards on the 16th day of February A.D. 1885, a Demurrer was filed with the Clerk of said Court, which reads as follows, to-wit:-

Demurrer 4751

David W. Taylor Plaintiff
Against
W. H. Gray Treasurer &c. Defendant

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

And now comes the said defendant and demurs to plaintiffs petition herein filed and for ground thereof says: that said petition does not state facts sufficient to constitute a cause of action against said defendant. Brodrick & McCampbell Attorneys for Defendant.

Afterwards on the 8th day of July A.D. 1885, an Entry was made on the Journal by the Clerk of said Court, which reads as follows, to-wit:-

Entry 4751

David W. Taylor, Plaintiff
vs.
W. H. Gray, Treasurer &c. Defendant

} Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon the demurrer of the defendant to the petition of plaintiff herein filed and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do sustain said demurrer. And thereupon the plaintiff not desiring to plead further, it is considered and adjudged by the Court that the said defendant go hence without day and recover from the said plaintiff his costs herein expended. To which ruling and judgment of the Court plaintiff excepted.

Attest- J. D. Brugner, Clerk.
By A. R. Brugner, Deputy.

Pleas before his Honour 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 Eighteenth day of May in the year of our Lord one thousand eight hundred and eighty-five. Heretofore, to-wit:- On the 29th day of October A.D. 1884 the following Petition was filed with the Clerk of said Court to-wit:-

Petition

Robert Saunnler & Frank Gibson Partners, doing business under the firm name of Robert Saunnler & Co. Plaintiffs

vs.

William H. Crary, Treasurer of Union County, Ohio, Defendant.

Court of Common Pleas, Union County, Ohio.

4638

Plaintiffs say that they are engaged in trafficking in intoxicating liquors in Union County Ohio, and were so engaged in the year 1883. Plaintiffs in compliance with the Act of the General Assembly, passed April 16th 1883, entitled "an act" "An Act further providing against the evils resulting from the traffic in intoxicating liquors," made due statement of said business to the proper assessor who made return thereof to the auditor of this County, and by him the same were placed upon a duplicate according to the provisions of said act and plaintiffs assessed in the sum of One Hundred and Eight + 32/100 Dollars.

Plaintiffs further say, that said duplicate, or a copy thereof, was turned over to the defendant, as treasurer, aforesaid or to his predecessor in said office for the purpose of collecting said assessment, which amount the plaintiffs, on the 30th day of October 1883, paid to said treasurer for which payment plaintiff hold his receipt. Plaintiffs further say that said assessment and collection were wrong, oppressive and illegal and that, in making such statement and in the payment of such assessment the plaintiffs did so under protest, to avoid the penalties of the law and the trouble that would arise from refusing to comply with the demands of the assessor for a statement, and of the treasurer for the payment of the assessment, wherefore plaintiffs pray judgment, against the defendant William H. Crary, Treasurer of Union County Ohio, for the sum of One Hundred, Eight and 73/100 Dollars, with interest from the 30th day of October 1883 and the costs of this action.

A. H. Beightler Attorney for Plaintiffs

State of Ohio, }
Union County, ss. } Robert Saunnler one of the above named plaintiffs, being duly sworn says, the statements in the foregoing petition are true as he verily believes

Robert Saunnler

Sworn to before me and subscribed in my presence by Robert Saunnler this 29th day of October 1884.

W. B. Benton Notary Public - {Seal}

Praecipe

Robert Saunnler & Co. Plaintiff

vs.

Wm H. Crary, Treasurer of Union County Ohio, Defendant.

4638

Court of Common Pleas, Union County, Ohio.

Marysville, Oct. 29th 1884.

To the Clerk of Said Court:- Issue Summons in above case returnable according to law. A. H. Beightler Atty for Plaintiff

On the 29th day of October A.D. 1884 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:-

4638

We command you to notify Wm H. Crary Treasurer of Union County, Ohio, that he has been sued by Robert Saunnler and Co in the

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Petition

Mike Hanegan

W. H. Crary Tr
County Ohio

4749

Court of Common Pleas of Union County, and that unless he answer by the 29th day of November A.D. 1884, the petition of said Robert Saunders & 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 tenth day of November A.D. 1884. Witness my hand and the seal of said Court, this 29th day of October A.D. 1884. J. D. Burgner Clerk [Seal]

Said Writ returned and filed Nov. 8th 1884, endorsed as follows, to-wit:-

Sheriff's Return

The State of Ohio } Sheriff's Return
Union County ss. } Received this Writ Oct. 29th A.D. 1884 and pursuant to its command, on the 31st day of Oct. A.D. 1884, I served the same by delivering a true copy of this Writ with endorsements thereon to the within named Wm H. Orary Treasurer of Union Co. O. Service .30, Mileage 16, Affi. .20, Total $.66

John Hobensack Sheriff Vs. Co. O.

Afterwards on the 16th day of February A.D. 1885, a Demurrer was filed with the Clerk of said Court which reads as follows, to-wit:-

Demurrer

Robert Saunders & Co. Plaintiff } In Court of Common Pleas of Union County, Ohio.
Against } Demurrer.
W. H. Orary Treasurer &c. Defendant. }

4638

And now comes the said defendant and demurs to the petition of the said plaintiff herein filed and for ground thereof says, That said petition does not state facts sufficient to constitute a cause of action against said defendant.

Bostwick & McCampbell Attorneys for Defendant.

Afterwards on the 8th day of July A.D. 1885, an Entry was made on the Journal of said Court which reads as follows, to-wit:-

Entry

Robert Saunders & Co. Plaintiff } Court of Common Pleas Union County Ohio
vs. }
Wm H. Orary Treas. &c Defendant }

4638

This day this cause came on to be heard upon the demurrer of the defendant to the petition of plaintiff herein filed, and the same was argued by Counsel and submitted to the Court. On consideration whereof the Court do sustain said demurrer. And thereupon the plaintiff not desiring to plead further it is considered and adjudged by the Court that the defendant go hence without day and recover from the said plaintiff his costs herein expended to which ruling and judgment of the Court the plaintiff excepts.

Attest-J. D. Burgner, Clerk.
By A. R. Burgner, 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 18th day of May in the year of our Lord one thousand eight hundred and eighty five. Heretofore, to-wit: On the 7th day of February A.D. 1885, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

Mike Hanegan, Plaintiff } Court of Common Pleas, Union County, Ohio.
vs. } Petition
W. H. Orary Treasurer of Union County Ohio, Defendant. }

4749

The plaintiff says; That on or about the first day

of January A.D. 1884 he engaged in the traffic of intoxicating liquors as a retail dealer in said County of Union and in the village of Richwood, Ohio. That the Auditor of said County did thereupon place upon the assessment-duplicate of said County kept for such assessment, an Assessment to the amount of One Hundred Dollars upon the said business of the plaintiff, as taxes against the plaintiff, and did certify to the Treasurer of said County W. W. Liggett said assessment who on the 6th day of Aug. A.D. 1884 collected said assessment from said plaintiff the plaintiff not voluntarily paying said assessment but before and at the time of said payment to said Treasurer W. W. Liggett protesting against the payment thereof as being illegal. The plaintiff says that said assessment and the collection thereof were wholly without authority of law, the same having been made and collected by said officers exclusively under and by virtue of the pretended authority upon said officers conferred by an Act of the General Assembly of the State of Ohio entitled "An Act to further provide against the evils resulting from the traffic in intoxicating liquors." passed April 15th 1853, which act plaintiff avers is and ever has been from its passage, wholly unconstitutional and void in so far as it provides for the assessment of any tax upon the business of trafficking in intoxicating liquors— Plaintiff says that the said sum of One Hundred Dollars was on said date of Aug. 6th 1884, placed by the then Treasurer of said County into the Treasury thereof— That on the day of A.D. 1884 the said defendant W. H. Deary became the duly elected and qualified Treasurer of said County— That on the 3rd day of February 1884 the plaintiff demanded of and requested the said defendant to refund to him the said One Hundred Dollars with interest thereon from said 6th day of Aug. A.D. 1884, which he the said W. H. Deary then and ever since has failed refused and neglected to do or to pay any part thereof. Wherefore the plaintiff asks judgment against the defendant for the said sum of $100.00 with interest from the 26th day of Aug. A.D. 1884. M. S. Merritt & D. W. Ayers Attorneys for Plaintiff.

The State of Ohio }
Union County ss } Mike Hanegan being duly sworn makes oath and says the facts stated and allegations in his foregoing petition are as he believes true

Mike Hanegan

Sworn to before me and signed in my presence by the said Mike Hanegan this 6th day of Feb. 1884 W. W. Hill Justice of the Peace.

Praecipe Clerk:-

Issue Summons to the Sheriff of Union County, Ohio upon the petition in the above entitled case, for the defendant therein named W. H. Deary Treasurer of Union County, Ohio returnable according to law, endorse Amount claimed $100.00 with interest from June 26th 1884

D. W. Ayers Attorney for Plaintiff.

On the 7th day of February A.D. 1884, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons 4749

The State of Ohio } Summons in Action for Money Only.
Union County, ss. } To the Sheriff of the County of Union, Greeting:-

We command you to notify W. H. Deary, Treasurer of Union County Ohio, that he has been sued by Mike Hanegan in the Court of Common Pleas of Union County, and that unless he answers by the 7th day of Feb. A.D. 1884 the petition of said Mike Hanegan against him filed in the Clerks office of said Court such petition will be taken as true, and judgment rendered accordingly

You will make due return of this summons on the 16th day of Feb. A.D. 1884.

Witness my hand and the Seal of said Court this 7th day of Feb. A.D. 1884 at Marysville, O.

J. Q. Bregner Clerk. {Seal}

Sheriffs Return

Endorsed: Rec... from June 26th... Said Writ return... The State of O... Union County... pursuant to its... delivering to the... ments thereon.

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Summons

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W. H. Deary, Tr...

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Petition

W. H. Deary, ... Union County, ...

4750

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Endorsed: Money Only. Amount Claimed, $100.00 and interest as follows at 6 per cent from June 26th 1884.
G. L. Merrill & D. W. Ayres Plaintiffs Attorneys.
Said Writ returned and filed February 14th 1885, endorsed as follows, to-wit:-

Sheriffs Return

The State of Ohio } Sheriffs Return
Union County, ss } Received this Writ Feby 9th A. D. 1885, at 5 o'clock P. M. And pursuant to its command, on the 9th day of February A. D. 1885 I served the same by delivering to the within named defendant a true copy of this writ with endorsements thereon. — Sheriffs Fees - Service .30, Copy .20 Total $ .50 — W. Hopkins Sheriff
By A. H. Goodwin Deputy

Afterwards on the 16th day of February A. D. 1885, a Demurrer was filed with the Clerk of said Court which reads as follows, to-wit:-

Demurrer

Mike Hanegan Plaintiff
Against
W. H. Deary, Treasurer &c. Defendant } In the Court of Common Pleas of Union County Ohio.

4749

And now comes the said defendant and demurs to plaintiffs petition herein filed and for ground thereof says:- That said petition does not state facts sufficient to constitute a cause of action against said defendant
Brodrick & McCampbell Attorneys for Defendant.

Afterwards on the 8th day of July A. D. 1885, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

Mike Hanegan, Plaintiff
vs.
W. H. Deary, Treasurer &c. Defendant } In the Court of Common Pleas of Union County, Ohio.

4749

This day this cause came on to be heard upon the demurrer of the defendant to the petition of plaintiff herein filed, and the same was argued by Counsel, and submitted to the Court on consideration whereof the Court do sustain said demurrer. And thereupon the plaintiff not desiring to plead further it is considered and adjudged by the Court that the defendant go hence without day and recover from the said plaintiff his costs herein expended. To which ruling and judgment of the Court the plaintiff excepts.

Attest J. D. Burgner Clerk.
By A. R. Burgner, 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 Eighteenth day of May in the year of our Lord one thousand eight hundred and eighty five.

Heretofore, to-wit:- On the 7th day of February A. D. 1885, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

John Orr, Plaintiff
vs.
W. H. Deary, Treasurer of Union County, Ohio, Defendant } Court of Common Pleas, Union County, Ohio.

4750

The plaintiff says - that on or about the first day of January A. D. 1884, he engaged in the traffic of intoxicating liquors as a retail dealer in said County of Union and in the village of Richwood Ohio - That the Auditor of said County did there upon place upon the

assessment-duplicate of the said County, kept for such assessment, an assessment to the amount of One Hundred Dollars upon the said business of the plaintiff, as taxes against the plaintiff, and did certify to the Treasurer of said County, W. M. Liggett said assessment, who on the 26th day of June A.D. 1884, collected said assessment from said plaintiff. The plaintiff not voluntarily paying said assessment but before and at the time of said payment to said Treasurer W. M. Liggett, protesting against the payment thereof as being illegal. The plaintiff says that said assessment and the collection thereof were wholly without authority of law, the same having been made and collected by said Officers - Exclusively under and by virtue of the pretended authority upon said officers conferred by an Act of the General Assembly of the State of Ohio entitled an "Act to further provide against the evils resulting from the traffic in intoxicating liquors" passed April 15th 1883, which act plaintiff avers was and ever has been from its passage wholly unconstitutional and void in so far as it provides for the assessment of any tax upon the business of trafficking in intoxicating liquors - Plaintiff says that said sum of One Hundred Dollars was on said date of June 26th 1884 placed by the then Treasurer of said County into the Treasury thereof - That on the day of A.D. 1884 the said defendant W. H. Crary became the duly elected and qualified Treasurer of said County.

That on the 3rd day of February A.D. 1885 the plaintiff demanded of and requested the said defendant to refund to him the said One Hundred Dollars with the interest thereon from the 26th day of June 1884, which he the said W. H. Crary then and ever since has failed, refused and neglected to do or to pay any part thereof. Wherefore the plaintiff asks judgment against the defendant for the sum of $100.00 with interest from the 26th day of June A.D. 1884,

G. S. Merriott and D. W. Ayers Attorneys for Plaintiff.

The State of Ohio, }
Union County ss. } John Orr being duly sworn says the facts stated and allegations in his foregoing petition are as he believes true. John Orr

Sworn to before me and signed in my presence by the said John Orr this 6th day of February A.D. 1884

W. M. McAdams J. P.

Clerk:-

Praecipe — Issue Summons upon the petition in the above entitled case to the Sheriff of Union County Ohio for W. H. Crary Treasurer of Union County Ohio, Endorse Amount claimed $100.00 with interest from the 26th day of June A.D. 1884. Returnable according to law G. S. Merriott and D. W. Ayers, Attys for Plaintiff

On the 7th day of February A.D. 1885, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons — The State of Ohio } Summons in Action for Money Only.
Union County ss. } To the Sheriff of the County of Union, Greeting:-

4750 — We command you to notify W. H. Crary Treasurer of Union County, Ohio, that he has been sued by John Orr, in the Court of Common Pleas of Union County, and that unless he answers by the 7th day of Feb. A.D. 1885 the petition of John Orr against him filed in the Clerks office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 16th day of Feb. A.D. 1885.

Witness my hand and the Seal of said Court, this 7th day of Feb. A.D. 1885, at Marysville, Ohio.

J. Q. Burgner, Clerk [Seal]

Endorsed; Money Only. Amount Claimed $100.00 and interest at 6 % from June 26th 1884

G. S. Merritt & D. W. Ayers Plff's. Attys.

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Demurrer — 4750

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Entry — 4750

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W. E. Alden
vs.
W. H. Crary,
Union County

Petition — 4756

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Said Writ returned, and filed Feb 14th 1885, endorsed as follows, to-wit:-
The State of Ohio } Sheriffs Return
Union County, ss } Received this Writ-Feby 7th A.D. 1885-at 5 o'clock P.M. And pursuant to its command, on the 9th day of Feby A.D. 1885- I served the same by delivering to the within named defendant-a true copy of this writ-with endorsements thereon ~~~ Sheriffs Fees:-Service 30, Copy 20, Total 50 ~~~ M. Hopkins Sheriff
By A.H. Goodwin Deputy.

Afterwards on the 16th day of February A.D. 1885, a Demurrer was filed with the Clerk of said Court-which reads as follows, to-wit:-

Demurrer
4750

John Orr Plaintiff
Against
W.H. Crary, Treasurer &c. Defendant } In the Court of Common Pleas of Union County Ohio
Demurrer

And now comes the said defendant and demurs to plaintiffs petition herein filed and for ground thereof says: That said petition does not state facts sufficient to constitute a cause of action against said defendant.

Brodrick & McCampbell Attorneys for Defendant

Afterwards, on the 8th day of July A.D. 1885, an Entry was made on the Journal of said Court-which reads as follows, to-wit:-

Entry
4750

John Orr Plaintiff
vs.
W.H. Crary Treasurer &c. Defendant } In the Court of Common Pleas of Union County Ohio.

This day this cause came on to be heard upon the demurrer of the defendant to the petition of plaintiff, filed herein and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do sustain said demurrer. And thereupon the plaintiff not desiring to plead further it was considered and adjudged by the Court, that the said defendant go hence without day and recover from the said plaintiff his costs herein expended. To which ruling and judgment of the Court the plaintiff excepts

Attest, J.Q. Burgner, Clerk
By A.R. Burgner, 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 Eighteenth day of May in the year of our Lord one thousand eight hundred and eighty-five. Heretofore, to-wit:- On the 14th day of February A.D. 1885- the following Petition was filed with the Clerk of said Court, to-wit:-

Petition
4756

W.S. Alden Plaintiff
vs.
W.H. Crary, Treasurer of
Union County Ohio Defendant } Court of Common Pleas, Union County, Ohio
Petition

The plaintiff says:- That on or about the first day of January A.D. 1884, he engaged in the traffic of intoxicating liquors as a retail dealer therein, at Milford Centre in said County of Union and State of Ohio; that the Auditor of said County did thereupon place upon the assessment-duplicate of said County, kept for such assessments, an assessment to the amount of One Hundred Dollars upon said business of

the plaintiff, as taxes against the plaintiff and did certify said assessment to the then Treasurer of said County W. M. Liggett who on the 24 day of June A.D. 1884 collected said assessment from plaintiff. The plaintiff not voluntarily paying said assessment, but before and at the time of said payment to said Treasurer protesting against the payment thereof as being illegal. The plaintiff says that said assessment and collection thereof were wholly without authority of law. the same having been made and collected by said officers exclusively under and by virtue of the pretended authority upon said officers conferred by an act of the General Assembly of the State of Ohio entitled "An act to further provide against the evils resulting from the traffic in intoxicating liquors passed April 18th 1883," which act the plaintiff avers is and ever has been wholly unconstitutional and void in so far as it provides for the assessment of any tax upon the business of trafficking in intoxicating liquors. That on the day of A.D. 1884 the defendant became and now is the duly elected and qualified Treasurer of said County of Union. That the One Hundred Dollars so collected from plaintiff as aforesaid was by the then Treasurer of said County placed in the Treasury thereof. Plaintiff says that on the 3rd day of February A.D. 1885, prior to the commencement of this action he demanded of said Treasurer W. H. Leary repayment to plaintiff of said One Hundred Dollars so as aforesaid illegally collected, from him, with interest thereon from the date of payment, but said Treasurer then and he has ever since wholly refused to pay the same to plaintiff or any part thereof. Wherefore the plaintiff asks judgment against the defendant for said sum of One Hundred Dollars with interest from the 24th day of June A.D. 1884.

D. W. Ayers Attorney for Plaintiff

The State of Ohio } ss
Union County } W. S. Alden being first duly sworn says the facts stated and allegations in his foregoing petition are as he believes true. W. S. Alden

Sworn to before me and signed in my presence by W. S. Alden this 7th day of February A.D. 1885. J. J. Turner Justice of the Peace in & for said Co.

Clerk:-

Praecipe — Issue Summons upon the petition in the above entitled case to the Sheriff of Union County Ohio for W. H. Leary Treasurer of Union County Ohio, Endorse amount claimed $100.00 with interest from the day of returnable according to law.

D. W. Ayers Attorney for Plaintiff

On the 14th day of February A.D. 1885 a Summons was issued by the Clerk of said Court which reads as follows, to wit:-

Summons 4756

The State of Ohio } Summons in Action for Money Only.
Union County, ss. } To the Sheriff of the County of Union, Greeting:-

We command you to notify W. H. Leary Treasurer of Union County O. that he has been sued by W. S. Alden in the Court of Common Pleas of Union County, and that unless he answers by the 14th day of March A.D. 1885, the petition of said W. S. Alden against him filed in the Clerks office of said Court, on the petition will be taken as true, and judgment rendered accordingly You will make due return of this summons on the 23rd day of Feb. A.D. 1885.

Seal — Witness my hand and the Seal of the said Court this 14th day of Feb. A.D. 1885 at Marysville, Ohio. J. Q. Burgner, Clerk.

Endorsed:- Money Only, Amount Claimed $100.00 and int at 6%. D. W. Ayers Atty's Atty
Said Writ returned and filed February 23rd 1885 endorsed as follows, to-wit:-

Sheriffs Return — The State of O
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vs.
David W. Tay

Transcript 4369 — 1883 by J. J. Tu
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Sheriffs Return

The State of Ohio } Sheriffs Return
Union County ss. } Received this writ February 16th A.D. 1885, at 11 o'clock A.M. And pursuant to its command, on the 16th day of February A.D. 1885, I served the same by delivering to the within named defendant a true copy of this writ with endorsements thereon; Sheriffs Fees; Service 30 Mileage 8 Copy 20 Total 858
M. Hopkins Sheriff By A.H. Goodwin Deputy

Afterwards on the 16th day of February A.D. 1885, a demurrer was filed with the Clerk of said Court which reads as follows, to-wit:-

Demurrer

W.S. Alden Plaintiff
Against
W.H. Deacy Treasurer of Union County Ohio, Defendant
} In the Court of Common Pleas, Union County Ohio
Demurrer

4756

And now comes the said defendant by his attorneys and demurs to the petition of said plaintiff herein filed and for ground thereof says:- That said petition does not state facts sufficient to constitute a cause of action against said defendant.

Brodrick & McCampbell Attorneys for Defendant.

Afterwards on the 8th day of July A.D. 1885, an Entry was made on the Journal of said Court which reads as follows, to-wit:-

Entry

W.S. Alden Plaintiff
as.
W.H. Deacy Treasurer &c. Defendant
} Court of Common Pleas, Union County, Ohio.

4756

This day this cause came on to be heard upon the demurrer of the defendant to the petition of plaintiff herein filed, and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do sustain said demurrer. And thereupon the plaintiff not desiring to plead further it is considered and adjudged by the Court that the defendant go hence without day and recover from the said plaintiff his costs herein expended, To which ruling and judgment of the Court the plaintiff excepts.

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

Pleas before his Honor Caleb H. Norris 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 18th day of May in the year of our Lord one thousand eight hundred and eighty five.

Heretofore, to-wit: on the 5th day of Nov. A.D. 1883, the following Transcript was filed with the Clerk of said Court, to-wit:-

Transcript

State of Ohio, Union County ss. } Mayor's Court-Village of Richwood.
The Village of Richwood
vs.
David W. Taylor
} Before S.W. Van Winkle, Mayor of said Village.

4369

Complaint made this 24th day of September A.D. 1883, by J.J. Woodruff Marshall of said village that on or about the 22nd day of September A.D. 1883, at the village and County aforesaid, one David W. Taylor there and there being, did keep 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 and warrant issued and delivered to J. J. Woodruff Marshal of said village who made return as follows:- Sept: 24th 1883, I have arrested the within named David W. Taylor, and now have him in Court. J. J. Woodruff, Marshal

Defendant arraigned on said day and plead not guilty to the same, Cause continued to September 28th 1883 at 9 o'clock AM. and the defendant released on his own recognizance in the sum of One Hundred Dollars for his appearance at that time before me the said Mayor to abide the judgment of the Court and not depart without leave. Sub poena issued for the following witnesses, to-wit- Charles Hodge, Hamp Scott, Henry Gribbins Charley Burgner, L. D. Herr and Wallace Linder, E. G. Randall and Thomas Perry. Subpoenas returned endorsed as follows, to-wit:- September 28th 1883, I have served the within on Thomas Perry, Charles Hodge, Henry Gribbins personally and on E. G. Randal, Hamp Scott, Charley Burgner and L. D. Herr by leaving a certified copy at their place of business J. J. Woodruff Marshall

Trial had on the 28th day of September A. D. 1883, parties being present and the defendant in writing waiving a trial by jury and submitting to be tried by me, Witnesses sworn and examined on behalf of the village as follows: Charles Hodge, Henry Gribbins, E. G. Randall, L. D. Herr, Wallace Linder, Hamp Scott, The following Bill of Exceptions was made by the defendant and filed.

Bill of Exceptions

Village of Richwood Plaintiff
Against
David W. Taylor Defendant

} Before S. W. Van Winkle Mayor of the Village of Richwood, Ohio.

Be it remembered that on the trial of said action and said prosecution before the undersigned S. W. Van Winkle Mayor of said Village of Richwood at his office Meeting on the 28th day of September A. D. 1883, the said Village to maintain its action and prosecution gave in evidence to said mayor;

1st An Ordinance entitled an Ordinance to prohibit Ale, beer and porter houses and places of habitual resort for tippling and intemperance which ordinance reads as follows:- 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 tippling and intemperance.

Section 2nd That any person or persons found guilty of violating any of the provisions of the foregoing Section 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 imprisonment not exceeding thirty days or both at the discretion of said Mayor, for any repetition 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.

Passed August 7th 1883. S. W. Van Winkle Mayor.
A. J. Thomas Clerk.

The village further to maintain its action and prosecution called as witness Charles Hodge who testified as follows: I live in Richwood know the defendant, his place of business is two doors north of the Parson House, he keeps a saloon, have been in his saloon 3 or 4 or 5 times, he sells beer, whiskey, wine, cigars, I have seen sold there by Mr. Taylor whiskey, but I have not bought no beer there since the 8th day of September of this year, I drank the whiskey there last Saturday a man was with me and he bought what I did, I never noticed particularly what other people were drinking there, I drank there twice last Saturday both times in the afternoon, they were at different times Dont think I was in there in the evening, dont recollect of seeing any one into-

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icated in there. Saw Wall Linder in there last Saturday. he was the man with me. I did not notice that he was intoxicated. I did not think he was intoxicated at the time. Saw him in the evening intoxicated. have seen him at other times intoxicated. Saw him on the streets and in the carriage shop when he was intoxicated in the evening. did not see him go into the saloon after he became intoxicated - have seen him intoxicated perhaps 20 or 3 times in the last six months may be more may be less. Dont recollect of seeing any one else intoxicated in there since the 8th of September - On last Saturday I could not state whether or not he was intoxicated when he was in there or not. After this witness had fully testified, defendant moved the Court rule it out as not tending to prove the issues in the case which motion was overruled, which ruling the defendant then and there excepted. The village further to maintain the issues on its part called as a witness Henry Griffin who testified as follows:- I live in Richwood, know David W. Taylor the defendant, He keeps a saloon in Richwood, I have been in there since the 8th of this month, he keeps for sale, Ale, beer, whiskey and cigars, I have bought a little beer there, I can not say how often I have bought beer there, I think I was there last Saturday in the evening, I could not say for certain that there were any body else but myself and another man, I think I was in during the evening twice, got beer both times, I drank two glasses. Did not see Wallace Linder in there at all that I remember, Dont think I saw him on Saturday at all, the beer I got was drawn from a keg. All I drank was drawn from a keg. Dont remember of more than one or two who were drinking while I was in there - I could not say whether the others were drinking anything at all or not. Mr Adleman was in once with me and drank what I did. So sir I dont believe I have seen any one intoxicated in there since the 8th of September This witness having fully testified the defendant asked the Court to rule out the testimony as not tending to prove the issues of this case, which motion the Court overruled to which ruling the defendant then and there excepted. The village further to maintain the issues on its part called as a witness E. M. Randall who testified as follows:- I live in Richwood, know David W. Taylor the defendant. He is in the saloon business, Mr Taylor keeps beer and liquors, I guess of all kinds. Since the 8th of September I have been in his place of business several times. Did not see any one else buy anything there when I was there. I have bought beer there since the 8th of September sometimes once a day, sometimes not at all, at other times twice a day. I have been with another gentleman when we both drank, but since that one time I dont know that I have seen any one else in there since the 8th of September - I have seen two or three in there maybe more - I dont know of any one in the habit of drinking who got liquor there. This witness having fully testified the defendant moved the Court to rule out the testimony as not tending to prove the issues of this case which motion the Court over-ruled, which ruling the defendant then and there excepted. The village further to maintain the issues on its part introduced as a witness L. D. Hess who testified as follows:- I live in Richwood, am acquainted with the defendant David W. Taylor who keeps a saloon in Richwood - He keeps for sale Cigars, tobacco, oysters, pop, Ginger ale, birch beer, whiskey and beer - since the 8th of September I have sold drinks for him myself. I have clerked for him two days, one day last week on Wednesday I believe I clerked three and sold beer and whiskey, I sold a bottle of beer to one person and a pint of whiskey to another. two glasses of beer are all I remember of selling to one person, one glass of whiskey is all I sold to one person. No one was in there who was intoxicated No one there I remember of was in there who is in the habit of getting intoxicated.

Dont know what the receipts were, there were about twice as many as a dozen of men in there during the day. I tapped a new keg but did not sell more than 4 glasses from it at about 5 o'clock in the evening. Dont know whether it has been kept there right along for the purpose of selling since the 8th of September. Could not say more. I was about there on Saturday. This witness having fully testified, the defendant asked the Court to rule out the testimony because it does not tend to prove the issues of the case, which motion the Court overruled. To which ruling from the Court the defendant there and then excepted.

The village further to maintain the issues on its part called as a witness Wallace Linder who testified as follows:- I live in Richwood and know the defendant David W. Taylor. I have been in his place of business sometimes once sometimes twice and sometimes not at all during the day. I think I was in there may be twice last Saturday. Dont know how often I was in. I was in there only in the afternoon last Saturday. I was away in Delaware County in the the forenoon. I got my dinner after returning, before going in there, I think Mr. Hodge went in with me. I drank some beer. One drink and walked out. I am not positive that I went in there again during the day. I might have been again, could not say whether or not. I went into any other saloon but I think not. I got some drinks at Prospect before I got to Richwood. I was not intoxicated when in Mr. Taylors place. I might of been a little off my base at sometime during the day. A man fetched a pint of whiskey over to the carriage shop where I was and I helped him to drink it. It was on Saturday afternoon. The man that brought it over does not live in this County. He lives in Green Camp, Marion County. I was a little intoxicated at Byhalia since the 8th of September but did not get the liquor here. I am in the Country most of the time. Beer is all I ever bought at Taylors. I have seen Taylors place open since the 8th of September- Now may state whether you have been intoxicated in Richwood before last Saturday within the past six months? This question was objected to by the defendant because incompetent and irrelevent which objection was overruled by the Court, and the witness allowed to answer the question. To which ruling of the Court the defendant there and then at the time excepted. Thereupon the said witness answered as follows:- I think I have- could not not tell how often, once in while it has not been as once a week. Sometimes it has been once in two weeks, sometimes not as often as a month or two months or three months. I was not intoxicated when I was in Taylors place on last Saturday. I dont know how much I drank before I came to Richwood. This witness having fully testified the defendant moved the Court to rule out the testimony as not tending to prove the issues of this case which the Court overruled, to which ruling the defendant there and there excepted. The village further to maintain the issue on its part introduced as a witness Hamp Scott who testified as follows. I live in Richwood and know Mr. Taylor the defendant, and have been in his place since a week ago Tuesday perhaps a dozen times and got beer and pop and one glass of whiskey. In any one day I bought only beer except the one glass of whiskey. Have not seen any one intoxicated in there- Have not been intoxicated in there myself. From Tuesday until Saturday I was in there perhaps a half dozen times. I drank two or three glasses of beer in there last Saturday. This witness having fully testified defendant moved the Court to rule out the testimony because not tending to prove the issues of this case, to which

motion the [illegible] excepted. The [illegible] on both sides [illegible] David W. Taylo[illegible] laws for the pro[illegible] islature conv[illegible] rights to such [illegible] entitles him [illegible] village except [illegible] testimony exc[illegible] defendant ha[illegible] And thereupon [illegible] and charge be[illegible] the testimony [illegible] the affidavit [illegible] ruling the defe[illegible] ceeded to asse[illegible] defendant w[illegible] further ordered [illegible] are fully pro[illegible] there and the[illegible] his hand and [illegible] time of trial [illegible]

It do find [illegible] day adjudge[illegible] five Dollars [illegible] forty cents [illegible] secured to be [illegible] Mayors Fees: $[illegible] transcript from [illegible] State of Ohio [illegible] Village of Ric[illegible] true copy from [illegible] in said villag[illegible]

On the 4th [illegible] Court which [illegible] David W. Tay[illegible] Ag[illegible]

Petition [illegible] The Village of R[illegible]

4364 [illegible]

error, compla[illegible] ant in error [illegible] as mayor of [illegible] a judgment [illegible] the said pla[illegible] pending bef[illegible] plaintiff and

motion the Court overruled, to which ruling the defendant there and at the time excepted. The village here rested its case, thereupon it is agreed between the parties on both sides and is found by the said mayor to be a fact that the defendant David W. Taylor had heretofore duly paid an assessment of Two hundred dollars for the privilege of trafficing in intoxicating liquors under the act of Legislature commonly known as the "Scott Law" and that he now has all the rights to such traffic as the payment of said Two Hundred Dollar assessment entitles him to. And no further or other testimony was introduced by said village except that herein set forth. And neither party offered any other or further testimony except that herein set forth including said agreement that said defendant has paid his two hundred dollar assessment under the Scott Law And thereupon the defendant moved the Court to be discharged from said case and charge because no sufficient case was made against him and because the testimony introduced as above shown does not sustain the charge in the affidavit made in the case. Which motion the Court overruled, to which ruling the defendant there and there excepted. And thereupon the mayor proceeded to assess and did assess and render judgment of fine against the defendant in the sum of seventy five dollars and costs of prosecution and further ordered that defendant to stand committed until the fine and costs are fully paid. To all which rulings decisions and judgment 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 at the time of trial accordingly done as prayed for.

S. W. Van Winkle Mayor {Seal}

I do find the defendant guilty, therefore it is by me, said Mayor, on said day adjudged and ordered, that the said defendant pay a fine of Seventy five Dollars and the costs of prosecution herein taxed at Sixteen Dollars and forty cents and stand committed until said fine and cost are paid or secured to be paid.

Mayors Fees:- $14.20 Witness Fees: $3.00 - Marshals Fees $4.75 - Total cost $22.05 — Cost of transcript paid by defendant.

S. W. Van Winkle Mayor.

State of Ohio Union County, }
Village of Richwood, 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 village in the above action. Oct. 22nd A.D. 1883. S. W. Van Winkle
Mayor of aforesaid Village

On the 5th day of Nov. 1883, a Petition was filed with the Clerk of said Court which reads as follows, to-wit:-

Petition

4367

David W. Taylor Plaintiff in Error
Against
The Village of Richwood, Defendant in Error.

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

The said David W. Taylor, plaintiff in error, complains of the said defendant in error for that the said defendant in error on the 25th day of September A.D. 1883, before S. W. Van Winkle as mayor of the village of Richwood in said County of Union recovered 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 Richwood was plaintiff and the said David W. Taylor was defendant; A copy and

transcript of the record of the judgment-fine and proceeding are hereto attached and made a part hereof. The said David W. Taylor avers that there is error in said record and proceedings, to-wit:-

I. The said Mayor erred in 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 allowing Wallace Linder to answer the following question put by the Counsel of said village against the objection of defendant-to-wit:- "You may state whether you have been intoxicated in Richwood before last Saturday within the past six months."

V. 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.

VI. The finding and judgment of the Court were against the evidence and against the law of the case.

VII. 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 thing he has lost by reason thereof. Porter & Porter Attys for Plaintiff in Error

I hereby waive the issuing and service of summons in error against said village of Richwood, and enter its appearance herein, Dated this 31st day of Oct. 1883.

Powell & Fullon Attys for Deft in Error.

Afterwards on the 18th 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 4369

D. W. Taylor Plff in Error. } Court of Common Pleas, Union County Ohio.
vs.
The Village of Richwood, Deft. in Error. }

This day appeared the parties by their attorneys and thereupon this cause was submitted to the Court upon the bill of exceptions, petition in error, the transcript of the proceedings had before the Mayor of the the said Village of Richwood and were argued by counsel. On consideration whereof the Court being fully advised in the premises do find error apparent upon the record of the said proceedings had before the said Mayor to the prejudice of the Plaintiff in Error. It is therefore considered, ordered and adjudged by the Court that the judgment of the said mayor be and the same hereby is reversed, set aside and held for naught and said defendant go hence without day.

It is further considered and adjudged that the plaintiff in error recover of the said village of Richwood all their costs herein taxed at $

Attest J. L. Burgner, Clerk
By A. R. Burgner, Deputy.

Pleas before
held at the Court
Third Sat Division
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Heretofore on
said Court, when
Uriah Dahill,
Nathan Howard
vs.
George L. Bates,

Petition
4743

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Pleas before his Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court-House in the Town of Marysville within and for the County of Union of the Third Sub Division of the Tenth Judicial District of the State of Ohio, on the Sixteenth day of February in the year of our Lord one thousand eight hundred and eighty five.

Heretofore on the 6th day of February A.D. 1885, a petition was filed with the Clerk of said Court which reads as follows, to-wit:-

Petition

Uriah Cahill, H. J. Sager and Nathan Howard, Plaintiff

vs.

George L. Bates and Alice L. Bates, Defendants

Court of Common Pleas
Union County, Ohio.

4743

First Cause of Action: Defendants are indebted to plaintiffs in the sum of one thousand dollars, which plaintiffs claim with interest at 6 p/c per annum from the 1st day of November A.D. 1882 on three promissory notes of which the following is a copy with all the credits and endorsements:-

" $333.1/3 November 1st 1882 "
" For value recd. on or before the first day of Nov. 1884 I promise to pay "
" Uriah Cahill, H. J. Sager and Nathan Howard, or bearer Three Hundred and "
" Thirty-three and one third Dollars with interest at six per cent per annum "
" Secured by mortgage. Geo. L. Bates. "
" $333.1/3 November 1st 1882 "
" For value recd, on or before the first day of Nov. 1885, I promise "
" to pay Uriah Cahill, H. J. Sager and Nathan Howard or bearer Three Hundred "
" and Thirty-three and One third Dollars with interest at six per cent per an- "
" num. Secured by mortgage. Geo. L. Bates. "
" $333.1/3 November 1st 1882 "
" For value recd. on or before the first day of Nov. 1886, I promise "
" to pay Uriah Cahill, H. J. Sager and Nathan Howard or bearer Three "
" Hundred and Thirty-three and One third Dollars with interest at six per cent "
" per annum. Secured by mortgage. Geo. L. Bates. "

Second Cause of Action: At the time of delivering said notes and to secure the payment of the same, the defendants duly executed and delivered to plaintiffs their mortgage deed conveying the following premises, situate in the County of Union in the State of Ohio and in the Township of York and bounded and described as follows:- Commencing at a stake and stone in the center of a County road S. E. corner to a lot of 100 acres conveyed to Toby and January in the year 1882, thence with their line N. 79 3/4° W. 121 poles to a stake, witness a beech tree 16 feet north in the line of N. P. Harveys land, thence with his line S. 10 1/4° E. 66 12/100 poles to a stake, thence S. 79 3/4° E 121 poles to a stake and stone in center of said County road, thence N. 10 1/4° E 66 12/100 poles to the place of beginning containing fifty acres more or less, part of U. M. Survey No. 3235-

Said mortgage was conditioned that if the said Geo. L. Bates and Alice L. Bates should pay or cause to be paid unto the said Uriah Cahill H. J. Sager and Nathan Howard said three promissory notes when they become due then these presents should be void otherwise to be and remain in full force and virtue in law forever. On the 22nd day of March 1883, at 4 o'clock P. M. said mortgage was duly left for record at the Recorders office of Union County, Ohio and was duly recorded in Vol. 20 page 125 of his records. Plaintiff says there is now due

and unpaid on one of said notes the sum of ($333 1/3) three Hundred and Thirty three
and one third dollars with interest at six per cent per annum from the first day of
Nov. 1882. Wherefore plaintiffs ask judgment against said defendants in the sum
of $333 1/3 with interest at 6 % per annum from the first day of November 1882, and
that said premises be sold and a sufficient amount of the proceeds for the payment
of said judgment be so applied and the remainder of said proceeds be held by the Court
to be applied in the payment of said notes as they may become due. W. T. Hoopes Atty.

State of Ohio }
Union County ss. } F. J. Sager being sworn says he is one of the plaintiffs in the
above petition and that the facts therein set forth are true as he verily believes.

F. J. Sager.

Sworn to before me and subscribed in my presence by F. J. Sager this 6th day of
February 1885. J. Q. Burgner, Clerk. {Seal}

Praecipe Clerk: Issue summons for above named defendants returnable according to
law, endorsed "Action to foreclose mortgage. Amount claimed $1000.00 with interest
at 6 % per annum from the first day of November 1882. W. T. Hoopes Atty.

On the 7th day of February A.D. 1885 a Summons was issued by the Clerk of
said Court which reads as follows, to-wit:-

Summons The State of Ohio } Summons
Union County, ss } To the Sheriff of the County of Union, Greeting:-

4743 We command you to notify George L. Bates and Alice L. Bates
that they have been sued by Uriah Cahill, F. J. Sager and Nathan Howard in the
Court of Common Pleas, of Union County, and that unless they answer by the 7th day
of March A.D. 1885, the petition of said plaintiff against them filed in the Clerks
Office of said Court, such petition will be taken as true, and judgment rendered
accordingly. You will make due return of this summons on the 16th day of Feb. A.D. 1885.
Witness my hand and the seal of said Court this 7th day of Feb. A.D. 1885.
J. Q. Burgner Clerk {Seal}

Endorsed: An action for foreclosure of mortgage Amount claimed $1000.00 at 6 % int.
from Nov 1st 1882 W. T. Hoopes Plaintiffs Attorney.

Said Writ returned and filed Feb. 14th 1885, endorsed as follows; to-wit:-

The State of Ohio } Sheriff's Return.
Union County, ss. } Received this Writ Feby. 7th A.D. 1885, at 9 o'clock A. M. and
pursuant to its command on the 13th day of February A.D. 1885, I served the
same by delivering to the within named defendants a true copy of this
writ with endorsements thereon — Service .45, mileage 3.20, Copy .40 Total $4.05
M. Hopkins Sheriff By A. H. Goodwin Deputy.

Afterwards on the 7th day of March A.D. 1885, an Answer was filed with the Clerk of
said Court which reads as follows, to-wit:-

Uriah Cahill, F. J. Sager and
Nathan Howard, Plaintiffs.
vs.
Geo. L. Bates and Alice L. Bates, Defendants.
} In the Court of Common Pleas, of Union County, Ohio. Answer.

Answer

4743 Now comes the defendants in this
action and in answer to plaintiffs petition say that they admit the making
of said notes and mortgage mentioned in plaintiffs petition at the
time therein mentioned. Defendants further answering say that said
Notes and mortgage was given for the purchase money for said land and
premises described in plaintiffs petition. That on the 1st day of November A.D.

1882, said plaintiffs delivered to said defendants their Warrantee Deed of that date warranteing to them a good title in fee simple free from all incumbrances whatever and by reason of said warrantee of title said defendants proceeded to build a good house, dig well and cistern, clear off a large amount of said land and ditch and drain the same and otherwise improve said farm by fencing, setting out fruit trees &c. to the amount of money and labor done and expended by them to the amount of Fifteen Hundred Dollars on said farm. But defendants say the title to said land is defective as he has been informed and believes in this to-wit:- That said land is not in the Survey described in said deed, that said lot is improperly numbered and that the title is defective in other particulars not known to this defendant. Therefore plaintiff prays that the Court order said plaintiffs to pay back the purchase money already paid on said farm, that he be paid the Fifteen Hundred Dollars of improvements made by them on said premises or if this can not be done to quit said title and convenvade said defendants in damages for this defective title and for all further and proper relief as the Court may deem just. T. B. Benton Attorney

The State of Ohio, }
Union County ss. } George Bates one of the defendants being sworn says that the facts stated and allegations made in the foregoing answer are true as he verily believes

George Bates

Sworn to before me and subscribed to by George L. Bates this 7th day of March A.D. 1885.

L. D. Burgner Clerk.

Afterwards on the 28th day of March 1885, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

4743

Uriah Cahill, H. J. Sager and
Nathan Howard, Plaintiffs
vs.
Geo. L. Bates et Alice L. Bates, Defendants

Court of Common Pleas
Union County, Ohio.

This cause now coming on for hearing on the petition of the plaintiff the Court find that the defendant Geo. L. Bates and Alice L. Bates have been duly served with summons in this case and that he is in default for answer and demur, and that the allegations of the petition are thereby confessed by them to be true and that there is due the plaintiffs from the defendants George L. Bates on the promissory notes set forth in the petition with interest to the 28th day of March 1885 the sum of ($381.30) Three Hundred and Eighty One Dollars and fifty cents. The Court further find that in order to secure the payment of said notes the defendants George L. Bates and Alice L. Bates his wife executed and delivered to said Uriah Cahill, Nathan Howard and H. J. Sager the plaintiffs their certain mortgage as in the petition described and on the premises therein described that said mortgage was duly recorded in book Vol. 20 page 125 of the record of mortgages of Union County and is a good and valid lien on the premises described in the petition and that the conditions in said mortgage have been broken it is therefore considered by the Court that the plaintiff recover from the defendant the said sum of ($381.5-0) Three hundred and eighty one dollars and fifty cents and his costs herein. And it is further adjudged and decreed that unless the defendant Geo. L. Bates shall within thirty days from the entry of this decree, pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiffs herein the sum so found due as aforesaid with interest from the 28th day of March 1885, the defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue to the Sheriff of

Union County directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this Court for further orders, all of which is excepted to by the said defendants.

Attest J. L. Burgner Clerk.
By A. R. Burgner, Deputy.

Pleas before his Honor John A. Price Judge of the Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio, on the Eighteenth day of May in the year of our Lord one thousand eight hundred and eighty five. Heretofore, to-wit: on the 1st day of November A. D. 1875 the following Petition was filed with the Clerk of said Court to-wit:-

Franklin W. Marriott, Executor of the last Will and Testament of Henry T. Marriott deceased, Plaintiff

vs.

Joshua P. Marriott, Albert Marriott, Caroline Graham, Joel D. Graham her husband, William H. Marriott Jr. Henry W. Marriott, Orville Marriott and George Marriott, Sarah Marriott, Odette Marriott, Ora Shipley, William Shipley her husband, William Queenan, Franklin Queenan & Margaret Queenan, Rebecca Marriott, Joseph Powell, Lewis Bowers, William Collins, Joseph Williams, Charles Collins, D. J. Bergren, Charles Hodges and H. A. Welch, Defendants.

Court of Common Pleas

Union County

Ohio.

Petition.

Petition filed 1875

The plaintiff says:

On August 3rd A. D. 1875 Henry T. Marriott died leaving a last Will and testament a copy of which is hereto attached marked "A" and made a part of this petition, by the terms of the said last will and testament the plaintiff Franklin W. Marriott was appointed the Executor of the said last will and testament and was accordingly appointed and qualified as said Executor on the 9th day of August A. D. 1875 in the Probate Court of Union County, Ohio.

The said Henry T. Marriott died seized of an estate in fee simple in the following described real estate, situate in Union County in the State of Ohio, and bounded and described as follows, to-wit:- All that tract of a parcel of land lying and being in the County of Union, in the State of Ohio, to-wit:- Being lot number six (6) agreeable to a division of Survey number 6307, patented to Charles Blagrove Assignee of William Pelham for twelve hundred acres of Virginia Military land West of Scioto River and bounded on the South by Survey No. 7008, patented to William and Isaac Barothers the aforesaid lot containing one hundred acres and bounded as follows:- Beginning at a stake N. W. Corner to John Woods 100 acres survey running thence S. 18° E. one hundred and six poles to a stake S. W. corner to said woods land, thence S. 72° W. about one hundred and fifty poles to a stake S. W. corner to said lot, thence N. 18° W. one hundred and six poles to a stake S. W. corner to Henry Swartz one hundred acre lot- thence N. 72° E. one hundred and fifty one poles to the place of beginning. Also another tract of land being part of a 1200 acre Survey in the Virginia Military District in the County of Union

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III. Joshua P.

and State of Ohio, located in the county of Pelham and conveyed to Charles Blagrove, and conveyed by said Blagrove to Parthenia Blagrove, and by said Parthenia to Philip Plummer by George C. Bumford her attorney in fact and numbered 6307 and divided by said Plummer into Sixteen lots and said tract being a part of lot-number Seven (7) according to said division. Beginning at the N. W. corner of lot-number One (1) and running thence S. 72° W. one hundred and two poles and 4/10 of a pole with the line of lot-number Eight (8) thence N. 18° W. one hundred and six poles to the South line of lot-number six (6) of said division, thence N. 72° E. to the corner of said lot-No. 7, thence S. 17° E. one hundred and six poles with the line of lot-No. two (2) to the place of beginning so as to contain Sixty Eight acres. Also another tract of land with boundary commencing at the S. W. corner of a small tract of land owned by L. B. Smith and in the line of Michael Cravens land, thence with said line Westerly to a stake at the corner of said Cravens land, Also corner to land owned by said Henry V. Marriott, thence N. 18° W. Sixty nine poles to a stake in the centre of the Summerville road corner to land owned by W. H. Ferguson. Thence with said road line N. 81° E to the N. W. corner of said L. B Smith to the place of beginning. Containing fourteen acres of land more or less, said tract being a part of a survey in the Virginia Military land patented to Charles Blagrove assignee of William Pelham and being No. 6307 agreeable to said patent. Also another tract of land being situate in said County of Union and State of Ohio and in said Virginia Military Survey No. 6307- Beginning at the junction of the centre of the Richwood and Summerville Pike and the Graham's Mill Road- thence N. 81° E. 49 7/10 poles to H. V. Marriotts West-line- thence South 16° W. 45 16/100 poles to a stake N. W. Corner of land of which this is a part- thence S. 72° W. 45 7/10 poles to a stake with 22 links of a hickory in another corner of other lands of said Robert Smith, thence S. 15° E. 39 poles to the place of beginning, containing twelve and 82/100 acres. Excepting from the above described premises such lots as have been sold out of that portion of said premises, which the said H. V. Marriott deceased had laid out in town lots in his addition to the town of Richwood and for which said lot so as aforesaid sold said H. V. Marriott deceased had made deeds. The said Henry V. Marriott during his life time made written contracts with the following named persons for the sale of lots in this 1st and 2nd Additions made by the said Henry V. Marriott to the incorporated village of Richwood in the said County of Union in the State of Ohio, to-wit:- With one Joseph Powell for the Lot-number Six Hundred and ninety six in said second addition to said village of Richwood. With one Lewis Bowers for the Lots numbers 694-695-698 in said 2nd Addition to said Village of Richwood. With one William Collins for the lots numbers 294 and 293, in said 1st addition to said village of Richwood. With one Joseph Williams for the Lots Number Two Hundred and thirty nine (239) in said 1st addition to the said Village of Richwood. With one Charles Collins for the Lot-No. 292 in said Marriotts 1st addition to said town of Richwood With one D. J. Bergoon for the Lot-No. 262 in said Marriotts first Addition to said town of Richwood. And also with one Charles Hodges for the lot-No. 266 in said Marriotts first addition and W. D. Welch for the Lot-number 265 in said Marriotts said first addition to the said town of Richwood.

The said Henry V. Marriott died leaving the following named persons as his only heirs and legal representatives:- II. Your petitioner Franklin V. Marriott who is a son of the said Henry V. Marriott

III. Joshua P. Marriott who is a son of the said Henry V. Marriott and who

resides in Union County in the State of Ohio.
III. Albert Marriott who is a son of the said Henry V. Marriott and who is a son of the said Henry V. Marriott and who resides in the State of Ohio in Union County.
IV. Caroline Marriott, daughter of the said Henry V. Marriott deceased, and wife of Joel D. Graham. They reside in Union County in the State of Ohio.
V. William H. Marriott Jr. a son of the said Henry V. Marriott deceased and resides in Union County in the State of Ohio.
VI. Henry W. Marriott a son of the said Henry V. Marriott deceased and resides in Union County, in the State of Ohio.
VII. Orville Marriott a son of the said Henry V. Marriott deceased and resides in Union County, in the State of Ohio.
VIII. George Marriott, Sarah Marriott and Edith Marriott minor, who are the children of Thomas Marriott a son of the said Henry V. Marriott deceased who resides at Crawford County in the State of Kansas.
IX. Eva Yeoman intermarried with one William Shipley who resides in Union County in the State of Ohio, William Yeoman and Franklin Yeoman a minor who reside near Ogden in Champaign County in the State Illinois and Margaret Yeoman a minor who resides in Licking County in the State of Ohio, children of Ann Maria Marriott deceased, a daughter of Henry V. Marriott deceased and wife of J. L. Yeoman.

The said Henry V. Marriott left Rebecca Marriott his widow who has accepted under the provisions of the will of said Henry V. Marriott his said will was duly proved and allowed and ordered to be probated by the Court of Probate of said County on the 9th day of August A.D. 187[illegible] and by order of said Court was then and there duly recorded together with the testimony in the premises By the terms of said will all the real estate of which the said Henry V. Marriott died seized is required to be sold within three years after the decease of the said testator and the money equally divided between the children and grand children of the said testator per Stirpes. The parties above named have the following undivided estate in said premises:

1st Your petitioner the undivided one ninth (9) part.
2nd Joshua P. Marriott the undivided one ninth part. 3rd Albert Marriott the undivided one ninth part. 4th Caroline Graham the undivided one ninth part. 5th Wm H. Marriott the undivided one ninth part. 6th Henry W. Marriott the undivided one ninth part. 7th Orville Marriott the undivided one ninth part.
8th George Marriott the undivided one twenty seventh part. Sarah Marriott the undivided one twenty seventh part. Edith Marriott the undivided one twenty seventh part.
9th Eva Shipley the undivided one thirty sixth part. William Yeoman the undivided one thirty sixth part. Franklin Yeoman the undivided one thirty sixth part. Margaret Yeoman the undivided one thirty sixth part.

Your petitioner therefore prays that the said Joshua P. Marriott, Albert Marriott, Caroline Graham and Joel D. Graham her husband, William H. Marriott Jr. Henry W. Marriott Orville Marriott, George Marriott, Sarah Marriott, Edith Marriott, Eva Shipley, William Shipley, her husband, William Yeoman, Franklin Yeoman, Margaret Yeoman and Rebecca Marriott be made parties defendant, that your petitioner may be ordered to sell the said Real Estate at private or public sale as in his discretion may seem best for all parties concerned and further that he (your petitioner) be ordered to make the necessary deeds conveying the said premises to the several purchasers and that he may be ordered to complete the contract with the said Joseph Powell, Lewis Bowers William Collins, Joseph Williams, Charles Collins, D. J. Bergoon, Charles Hodges and H. C. Welch by making deeds as said executors in completion of said real estate

Praecipe

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To Clerk:-

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contracts so as aforesaid made by the said Henry T. Marriott and that said last mentioned parties be made parties defendant in this case, and for such other and further relief as the case may require.

Robinson & Piper Attorneys for Plaintiff

State of Ohio, Union County ss. } Franklin W. Marriott being duly sworn says that the facts stated and the allegations in his foregoing petition are as he believes true; that the said George Mcmriott Sarah Marriott and Edith Marriott are now living in Crawford County in the State of Kansas - and that Franklin Yeoman and Wm Yeoman are now living in Champaign County in the State of Illinois which said parties must be served with notice by publication. F. W. Marriott.

Sworn to before me by Franklin W. Marriott and by him subscribed in my presence, this 1st day of November A. D. 1875. T. T. Arthur Clerk.

To Clerk:-

Praecipe Issue Summons upon the petition in the above case to the defendants Joshua P. Marriott, Albert Marriott, Caroline Graham, Joel D. Graham her husband, William H Marriott Jr. Henry W. Marriott, Orville Marriott, Eva Shipley William Shipley her husband, Margaret Yeoman, Rebecca Marriott, Joseph Powell Lewis Bowers, William Collins, Joseph Williams, Chas. Collins, D. J. Bergoon, Charles Hodges and H. B. Welch, returnable according to law. Enclose "Petition of Executors of the last will and testament of Henry T. Marriott deceased, to sell real estate under direction of will and to complete real contracts with parties in said petition mentioned. Robinsons & Piper, Attorneys for Plaintiff.

" In the name of the Benevolent Father of all, I Henry T. Marriott of Union"
" County, Ohio, being of sound and disposing mind and memory, do make"
" this my last will and testament.
" 1st It is my will that as soon after my decease as prudent and practicable"
" my funeral expenses and all my just debts be paid.
" 2nd It is my will that soon after my decease all the live stock and farming"
" implements, and any other personal property of which I may die seized and"
" possessed shall be sold according to law, and that six thousand dollars"
" of the proceeds of said sale, and of the proceeds of notes and acc'ts due me at"
" my decease, shall be placed at interest well secured, at not less than six per"
" cent, and the interest of the same shall be paid semi annually to my be-"
" loved wife Rebecca Marriott during her natural life time. (If the proceeds"
" of said sale, together with the proceeds of debts due me at my decease,"
" should not amount to six thousand dollars then and in that case so-"
" ch of my real estate shall be sold to make up that amount.)"
" 3rd. If the proceeds of said sale and of the moneys and credits &c. due"
" me at my decease shall exceed the six thousand dollars, the excess thereof"
" to be equally divided among my children, Joshua P., Franklin W., and"
" Orville Marriott, and Caroline Graham, Henry W. Marriott, Albert Marriott"
" and the children of my son Thos. Marriott and of my daughter Ann M."
" Youngue dec'd. and my son William H. Marriott."
" 4th It is my will that within three years after my decease all the real"
" estate of which I may die seized and possessed shall be sold according"
" to law, and the proceeds of said sale shall be equally divided among"
" my children above named and grandchildren i.e. the children of

"Thos. decd and Ann Maria decd and I mean that all children of my son "
"Thos. decd to have same as one share, and all the children of my daughter "
"Ann Maria dec. to have same as one share whenever money enough is "
"collected together to make it an object to pay heirs above named to have a "
"division of the same made, it is my will it be done. "
"4th At the decease of my said beloved wife it is my will that the six thousand "
"dollars above referred to be divided in same manner as stated above in "
"relation to my other property. "
"5th I hereby and herein appoint my son Franklin W. Marriott the executor of this"
"my last will and testament, and I urge it upon him to use all honorable en- "
"deavor to settle up my estate in a manner satisfactory to all my heirs above "
"named. In testimony whereof I have hereunto set my hand and seal this"
"15th day of May A.D. 1865. Henry T. Marriott [seal] "
"Signed, sealed and acknowledged by the said Henry T. Marriott, as his"
"last will and testament in our presence and signed by us in his presence"
"at his request. A. A. Pringle. "
W. H. Ferguson

Afterwards, on the 1st day of November A.D. 1875, a Summons was issued by the Clerk of said Court, which reads as follows, to-wit:-

Summons 1875

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

We command you forthwith to serve Joshua P. Marriott, Albert Marriott Caroline Graham, Joel D. Graham her husband, William H. Marriott Jr. Henry W. Marriott, Orville Marriott, Eva Shipley, William Shipley her husband, Margaret Yeomen Rebecca Marriott, Joseph Powell, Lewis Powers, William Collins, Joseph Williams, Charles Collins, D. J. Burgoon, Charles Hodges, H. O. Welch that they et. al. have been sued by Franklin W. Marriott executor of the last will and testament of Henry T. Marriott deceased, in the Court of Common Pleas of Union County, and that unless they answer by the 4th day of December A.D. 1875 the petition of the said Franklin W. Marriott Executor &c against them filed in the Clerks office of said Court such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 13th day of November A.D. 1875.

Witness my hand and the seal of said Court this 1st day of November A.D. 1875-

[Seal]

D. T. Arthur, Clerk.

Endorsed: Petition of Execution of the last Will and testament of Henry T. Marriott deceased, to sell real estate under direction of and to complete real contracts with parties in said petition mentioned. Robinson & Piper Plaintiffs Attorneys

Said Writ returned and filed November 15th 1875, endorsed as follows, to-wit:-

Sheriff's Return

The State of Ohio } Sheriff's Return
Union County, ss. } Received this Writ November 1st A.D. 1875- And pursuant to its command Served Joshua P. Marriott, Albert Marriott, Caroline Graham, Joel D. Graham, William H. Marriott Jr. Henry W. Marriott, Orville Marriott, Eva Shipley, William Shipley, Margaret Yeomen, Rebecca Marriott, Joseph Williams D. J. Burgoon, Charles Hodges and H. O. Welch by delivering personally to each of them a certified copy of this Summons with the endorsements thereon, on the 11th day of November 1875- and on the same day served Joseph Powell, Lewis Bowers, William Collins and Charles Collins by leaving a certified copy of this Summons at each of their usual place of residence with the endorsements thereon. ~~
Service 4.70 Mileage 2.50, Copy 4.75- Return 15- Total $12.30 John O. Price Sheriff.

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Afterwards on the 15th day of January A.D. 1876, the following Legal Notice was filed with the Clerk of said Court to-wit:-

Legal Notice

George Marriott, Sarah Marriott, and Edith Marriott of the County of Crawford, in the State of Kansas; William Yeoman and Franklin Yeoman of Ogden in the County of Champaign, in the State of Illinois, will take notice that Franklin W. Marriott, as Executor of the last will and testament of Henry T. Marriott, deceased, of the County of Union, in the State of Ohio, did on the 1st day of November A.D. 1875, file his petition in the Court of Common Pleas within and for the County of Union, in the State of Ohio, Joshua P. Marriott, Albert Marriott Caroline Graham, Joel D. Graham her husband, William H. Marriott Jr. Henry W. Marriott, Orville Marriott, George Marriott, Sarah Marriott, Edith Marriott, Eva Shipley, William Shipley her husband, William Yeoman, Franklin Yeoman, Margaret Yeoman, Rebecca Marriott, and others, defendants, setting forth that Henry T. Marriott died and leaving a last will and testament which was duly proved, allowed and ordered to Probate by the Probate Court of Union County in the State of Ohio, on the 9th day of August A.D. 1875, by which said will the executor thereof is required, within three years after the decease of the said Henry T. Marriott to sell all the real estate of which he might die seized, and divide the proceeds equally among his children, and their legal representatives, where they may be dead, to receive their parents share. The said real estate is described as follows, to-wit:- Situate in the County of Union, in the State of Ohio, in the Virginia Military Survey, being lot number six (6) agreeable to a division of Survey No. 6307 patented to Charles Blagrove, the said lot containing one hundred acres and bounded as follows:- Beginning at a stake N. W. corner to John Woods 100 acre survey; running thence S. 18° E. one hundred and six poles to a stake in the S. W. corner to said Woods land; thence S. 72° W. about one hundred and fifty poles to a stake in the S. W. corner to said lot; thence N. 18° W. one hundred and six poles to a stake in the S. W. corner to Henry Swartz one hundred acre lot; thence N. 72° E. one hundred and fifty one poles to the place of beginning. Also another tract of land in same Survey No. 6307: Beginning at the N. W. corner of lot No. one (1) of said survey, running thence S. 72° W. one hundred and two poles and 68/100 of a pole with the line of lot No. 8 of said survey; thence N. 18° W. one hundred and six poles to the S. line of lot No. 6 of said division; thence N. 72° E. to the corner of lot No. 7 of said survey; thence S. 17° E. one hundred and six poles with the line of lot No. 2 to the place of beginning so as to contain sixty-eight acres. Also another tract of land with boundary commencing at the S. W. corner of a small tract of land owned by L. B. Smith and in the line of Michael Cramer's land; thence with said line Westerly to a stake at the corner of said Cramers land; also corner to land owned by said Henry T. Marriott; thence N. 18° W. 69 poles to a stake in the centre of the Summersville road, corner to land owned by W. H. Ferguson; thence with said road line N. 80° E to the N. W. corner of said L. B. to the place of beginning containing fourteen acres of land more or less and being part of said survey No. 6307 in said County of Union and State of Ohio. Also another tract of land, being situate in said County of Union and State of Ohio, and in said Virginia Military Survey No. 6307, Beginning at the junction of the centre of the Richwood and Summersville pike and the Graham's Mill road, thence N. 80° E. 49.72-100 poles to H. T. Marriotts West line; thence N. 16° W. 45.16/100 poles to a stake in the N. W. corner of land of which this is a part; thence S. 72° W. 45, 42-100 poles to a stake with 22 links of a hickory

in another corner of other lands of said Robert Smith; thence S. 15° E. 39 poles to the place of beginning; containing twelve acres and 82/100 acres. Excepting from the above described premises such lots as have been sold and deeds made by said Henry T. Marriott, deceased, out of that portion of said premises which the said Henry T. Marriott had laid out in town lots in his addition to the town of Richwood, in said County of Union. The object and prayer of said petition being that the plaintiff, as Executor of the said Henry T. Marriott deceased, may be ordered to sell said premises at public or private sale as he shall deem best, and make, execute and deliver deeds for the same to the purchasers thereof, that the plaintiff may be ordered to make deeds to Joseph Powell, Lewis Bowers, William Collins, Joseph Williams, Charles Collins, D. J. Bergoon, Charles Hodges and H. O. Welch, to complete the contracts made in writing with them by the said Henry T. Marriott deceased, for the sale of the lots in their several contracts described, and such other and further relief as the case may require. The said George Marriott, Sarah Marriott, Edith Marriott, William Yeoman and Franklin Yeoman are notified that they are required to appear and answer said petition on or before the third Saturday after the 24th day of December next. Dated November 11th 1875.

Robinson & Piper, Attorneys for Plaintiff.

The State of Ohio }
Union County ss. } I, J. H. Vaughn, do make oath that the advertisement of which the annexed is a copy was published for six weeks to-wit: from Nov. 11th 1875 to December 7th A.D. 1875, in the "Richwood Gazette" a weekly news paper printed in and being of general circulation within said County, and of which I am Editor.

J. H. Vaughn.

Sworn to and subscribed before me this 10th day of January A.D. 1876.

W. J. Woods J. P.

Afterwards on the 19th day of January A.D. 1876, an Entry was made on the journal by the Clerk of said Court which reads as follows, to-wit:

Entry 1875

Franklin T. Marriott Executor &c. }
vs. }
Joshua P. Marriott et al. }

This day came the parties and submitted this cause to the Court whereupon the Court being fully advised in the premises do find for the plaintiff that the several allegations of said petition are all true. It is therefore considered ordered and adjudged by the Court that the said several real contracts made by said Henry T. Marriott dec'd be carried into effect by said executor and he is hereby authorized and empowered to execute a good and sufficient deed in fee simple in accordance with the written contracts made as aforesaid, to wit on the full payment of the purchase money he execute and deliver such deeds as follows, viz:-

For Lot No. 696 in Marriotts addition to Richwood to Joseph Powell,
For Lots No. 697-695 and 698 in said addition to Lewis Bowers,
For Lots No. 297 and 293 in said addition to William Collins,
For Lot No. 239 in said addition to Joseph Williams.
For Lot No. 292 in said addition to Charles Collins,
For Lot No 262 in said addition to D. J. Bergoon,
For Lot No 266 in said addition to Charles Hodges,
For Lot No 265 in said addition to H. O. Welch. Further it is ordered that said Executor cause said other lands in said petition described to be appraised by the oaths of George W. Counts

Order & Agreement 1875

T. P. Gratty and
Afterward
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The State of O
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T. P. Gratty and W. H. Gorkright and returned to this term.

Afterward on the 20th day of January A. D. 1876, the following Order of Appraisement was issued by the Clerk of said Court: viz:-

Order of Appraisement

Order & Appraisement 1875

The State of Ohio, }
Union County, ss. } To T. W. Marriott Executor of H. T. Merriott, Deceased:-

We command you, that without delay, by the oaths of George W. Sparks, T. P. Gratty and W. H. Gorkright you cause a appraisement to be made of the following described premises, situate in the County of Union and State aforesaid to-wit:- Being Lot number six (6) agreeable to a division of Survey number 6307 protented to Charles Blagrove assignee of William Pelham for twelve hundred acre of Virginia Military land West of Scioto River and bounded on the South by survey No. 7008 patented to William and Isaac Carothers the aforesaid lot containing one hundred acres and bounded as follows: Beginning at a stake N. W. corner to John Woods 100 acre Survey running thence S. 18° E. one hundred and six poles to a stake S. W. corner to said Woods land, thence S. 72° W. about one hundred and fifty poles to a stake S. W. corner to said lot thence N. 18° W. one hundred and six poles to a stake S. W. corner to Henry Swartz one hundred acre Lot, thence N. 72° E. one hundred and fifty one poles to the place of beginning. Also another tract of land being part of a 1200 acre Survey in the Virginia Military district in the County of Union and State of Ohio, located in the name of Pelham and conveyed to Charles Blagrove and conveyed by said Blagrove to Parthenia Blagrove and by said Parthenia to Philip Plummer by George W. Bumford her attorney in fact and numbered 6307 and divided by said Plummer into sixteen lots and said tract being a part of Lot number seven (7) according to said division, Beginning at the N. W. corner of Lot number one (1) and running thence S. 72° W. one hundred and two poles and 68/100 of a pole with the line of Lot number eight (8), thence N. 18° W. one hundred and six poles to the South line of Lot number six (6) of said division, thence N. 72° E. to the corner of said Lot No. 7 thence S. 17¼ E. one hundred and six poles with the line of Lot No. two (2) to the place of beginning so as to contain sixty-eight acres.

Also another tract of land with boundary commencing at the S. W. corner of a small tract of land owned by L. B. Smith and in the line of Michael Cravens land, thence with said line Westerly to a stake at the corner of said Cravens land also corner to land owned by said Henry T. Marriott, thence N. 18° W. sixty nine poles to a stake in the centre of the Summersville road corner to land owned by W. H. Ferguson, thence with said line N. 80° E. to the N. W. corner of L. B. Smith to the place of beginning, containing fourteen (14) acres of land more or less. Said tract being a part of a Survey in the Virginia Military land patented to Charles Blagrove assignee of William Pelham and being No. 6307 agreeable to said Patent. Also another tract of land being situate in said County of Union and State of Ohio and in said Virginia Military Survey No. 6307, Beginning at the junction of the centre of the Richwood and Summersville Pike and the Graham's Mill road, thence N. 80° E 49 72/100 poles to H. T. Marriotts West line, thence North 16° W. 45-16/100 poles to a stake, N. W. corner of land which this is a part, thence S. 72¼ W. 45 42/100 poles to a stake with 22 links of a hickory as another corner of other lands of said Robert Smith, thence S. 15° E. 39 poles to the place of beginning containing twelve and 82/100 Acres. Excepting from the above described premises such lots as have been sold out of that portion of said premises which the said H. T. Marriott had laid out in

town lots in his Additions to the town of Richwood and for which said Lots so as aforesaid sold, said H. P. Marriott deceased had made deeds. The said Henry P. Marriott during his life time made written contracts with the following named persons for the sale of lots in his 1st and 2nd Additions made by the said Henry P. Marriott to the Incorporated Village of Richwood in the said County of Union in the State of Ohio with one Joseph Powell for the Lot number six hundred and ninety-six, in said second addition to said Village of Richwood. With one Lewis Powers for the Lots Numbers 694- 695 and 698 in said Second Addition to said Village of Richwood With one William Collins for the Lots numbers 294 and 293 in said first addition to said Village of Richwood. With one Joseph Williams for the Lots number 239 in said first addition to the said Village of Richwood. With one Charles Collins for the Lot No. 292 in said Marriotts first Addition to the said town of Richwood. With one D. J. Burgoon for the Lot No. 262 in said Marriotts addition to said town of Richwood and also with one Charles Hodges for the Lot No. 266 in said Marriotts first Addition. And A. D. Welch for the Lot number 265 in said Marriotts said first addition to the said town of Richwood in pursuance of an order lately made in your Court of Common Pleas within and for the said County of Union in a certain Petition for Sale of lands under will wherein the said H. P. Marriott & is petitioner and the said Joshua P. Marriott and others are respondents; and that you proceeding 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 20th day of January A.D. 1876

{Seal}

F. F. Arthur Clerk.

Executors Return

As commanded by the foregoing Order of Appraisement I have executed the same by the oaths of T. P. Beatty, Geo. W. Gould and W. H. Conkright, causing said appraisement to be made, as will appear by the report of the Commissioners hereunto returned. Sworn under my hand this 24th day of January A.D. 1876.

F. W. Marriott Executor &c.

Commissioners' Report-

F. W. Marriott Ex. against Joshua P. Marriott et. al. } Union County, ss. Court of Common Pleas.

According to the command of the order of appraisement in this case issued, and on the call of said Executor we the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises do estimate the value of the same at the sum of Thirteen Thousand Nine Hundred and Seventy Seven and 50/100 Dollars as follows:

One hundred and forty eight and one half acres at	$ 1137.50	
Eighteen and one half back lots	1017.50	
Thirteen (" " " front "	1552.50	
Five lots East of R. R.	200.00	
A piece of land (1 acre more or less) per acre	70.00	
Also lots Nos. 239 - $7.00 - 266 $40.00 - 267 $10.00 Amounting to	125.00	$ 13777.50

Given under our hands, this 24th day of January A.D. 1876.

T. P. Beatty
G. W. Gould
W. H. Conkright } Commissioners.

State of Ohio, Union County, ss. Personally appeared before the undersigned

Notary Public
right to appraise
a true appra

{Seal}

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on the Journal
Franklin Co

Entry 1875

Joshua P. M

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Order of Sale 1875

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Notary Public in and for said County, T. P. Beatty, G. W. Conrad and W. H. Cook right appraisers in above order who were duly sworn according to law to make a true appraisement of the property herein named. This 24th day of January A.D. 1876.

Seal

J. W. Crawford Notary Public

Afterwards on the 27th day of January A.D. 1876, an Entry was made on the Journal, which reads as follows, viz:-

Franklin W. Marriott Ex. &c. vs. Joshua P. Marriott and others } Petition to sell lands under will.

Entry 1875

On motion to the Court by the counsel for the plaintiff and upon producing the return of the said plaintiff as said Executor and the report of the said Commissioners heretofore appointed, to appraise the premises in said petition described, 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 said proceedings be and the same are hereby approved and confirmed, and it is hereby further ordered that said plaintiff as said executor proceed to sell the said lands and tenements in said petition described, all together or divide into lots and to suit purchasers and at public or private sale as said Executor shall deem best for the interests of all concerned - said sales not to be less than the appraised value as reported by said Commissioners to this Court; and make report of his proceedings herein at the next Term of this Court to which time this cause is continued for report.

Afterwards, on the 17th day of June A.D. 1876, the following Order of Sale was issued by the Clerk of said Court, to-wit:-

Order of Sale 1875

The State of Ohio, Union County, ss, } Order of Sale

To F. W. Marriott Executor of H. J. Marriott, deceased 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. 1876, in a certain petition for sale of lands under the will of H. J. Marriott deceased now pending in said Court wherein Franklin W. Marriott Executor of H. J. Marriott deceased was petitioner and Joshua P. Marriott and others respondents, we command you that, without delay, you proceed to sell at private or public sale, the lands and tenements in said petition, described, to-wit:- Being Lot Number Six (6) agreeable to a division of Survey Number 6307, patented to Charles Blagrove assignee of William Pelham for twelve hundred acres of Virginia Military land West of Scioto River and bounded on the South by survey No. 7008 patented to William and Isaac Carothers the aforesaid lot containing one hundred acres and bounded as follows; Beginning at a stake N. W. corner to John Woods 100 acre survey running thence S. 18° E. one hundred and six poles to a stake S. W. corner to said Woods land, thence S. 72° W. about one hundred and fifty poles to a stake S. W. corner to said lot; thence N. 18° W. one hundred and six poles to a stake N. W. corner to Henry Swartz one hundred acre lot, thence N. 72° E. one hundred and fifty one poles to the place of beginning. - Also another tract of land, being part of a 1200 acre Survey in the Virginia Military District in the County of Union and State of Ohio, located in the name of Pelham and conveyed by said Blagrove to Parthemi Blagrove and by said Parthemi to Philip Plummer by George W. Bumford her Attorney, in fact and numbered 6307 and divided by said Plummer into Sixteen lots and said tract being a part of

lot number Seven (7) according to said subdivision. Beginning at the center of lot number one (1) and running thence S. 72° W. one hundred and two poles and 6/100 of a pole with the line of Lot number Eight (8) thence N. 18° W. one hundred and six poles to the South line of Lot number six (6) of said division, thence N. 72° E. to the corner of said lot number Seven (7) thence S. 17° E one hundred and six poles with the line of Lot No. two (2) to the place of beginning so as to contain sixty eight acres also another tract of land owned by L. B. Smith and in the line of Michael Cramers land, thence with said line Westerly to a stake at the corner of said Cramers land also corner to land by said Henry T. Marriott, thence N. 18° W. sixty nine poles to a stake in the center of the Summerville Road, corner to land owned by W. H. Ferguson thence with said road line N. 80° E to the N. W. corner of said L. B. Smith to the place of beginning containing fourteen acres of land more or less said tract being a part of a in the Virginia Military land patented to Charles Blagrove assignee of William Pelham and being No. 6307 agreeable to said patent. Also another tract of land being situate in said County of Union and State of Ohio, and in said Virginia Military Survey No. 6307, Beginning at the junction of the Richwood and Summerville Pike and the Graham Mill road thence N. 80° E. 49 72/100 poles to H. T. Marriott West line, thence North 16° W. 45 16/100 poles to a stake N. W. corner of land of which this is a part, thence S. 72° W. 45 72/100 poles to a stake with 22 links of a hickory in another corner of other lands of said Robert Smith, thence S. 15° E. 39 poles to the place of beginning containing twelve and 82/100 acres, excepting from the above described premises such lots as have been sold and contracted to be sold by said Henry T. Marriott in his life time out of that portion of said premises which the said H. T. Marriott deceased had laid out into town lots as his addition to the said town of Richwood. Appraised at $13977.50, and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term, and have you then there this writ.

Witness my hand and the Seal of the said Court, at Marysville O, this 17th day of February A. D. 1876.

{Seal}

W. W. Winget

Executors Return of Sale of Real Estate.

As commanded by this writ I have sold the lands and tenements herein described at private sale excepting therefrom, however the unsold portions of the first and second additions made by said Henry T. Marriott deceased to said village of Richwood - the portion of said lands and tenements so as aforesaid sold, have been sold for more than their appraised value and fully described and shown by plat with full description of each separate parcel or tract of the said premises hereto attached. The Lot number one as described and represented by said plat A sold to J. D. Ingham, containing 6 acres and 80 poles for the sum of Seven thousand Dollars ($7000.00). Lots Numbers two (2) and five (5) as described and numbered on said plat A sold to Albert Marriott for the sum of Thirty two Hundred Sixty-one and 5/100 Dollars ($3261.5/100) Lots numbers three (3) and four (4) as described and numbered on said plat A sold to Joshua R Marriott and William H. Marriott Jr. for the sum of Thirty one Hundred and Fifty seven and 50/100 Dollars ($3157.50/100) Lot number six (6) A sold to Orville Marriott described upon said plat with the description also by metes and bounds for the sum of fourteen hundred and thirty one dollars ($1431.00) making in the aggregate for the premises so as aforesaid sold to-wit, Lots numbers one (1) two (2) three (3) four (4)

five (5) and six
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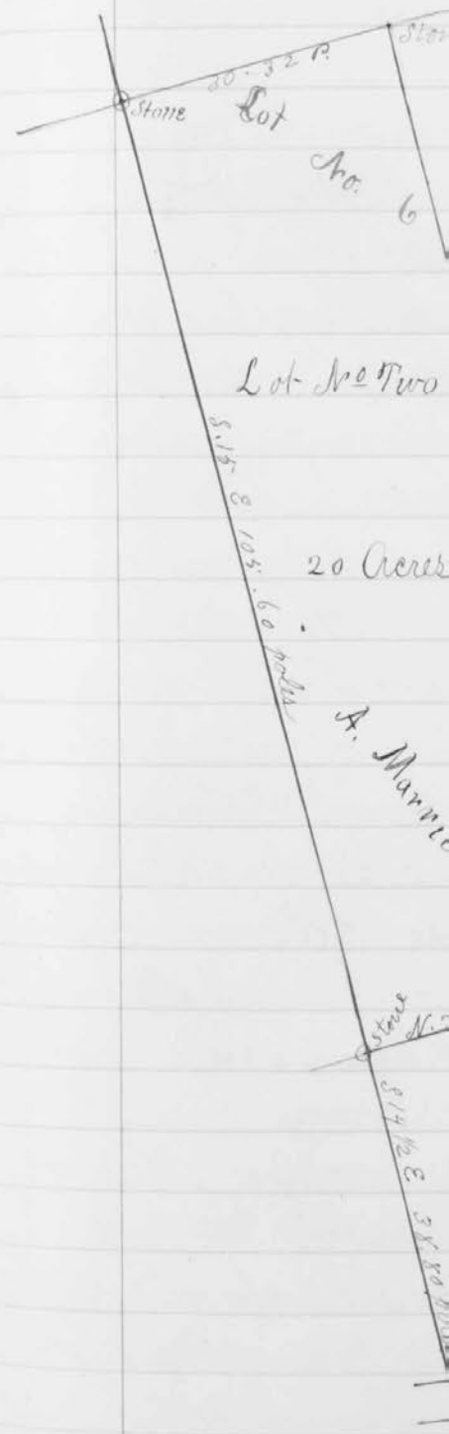
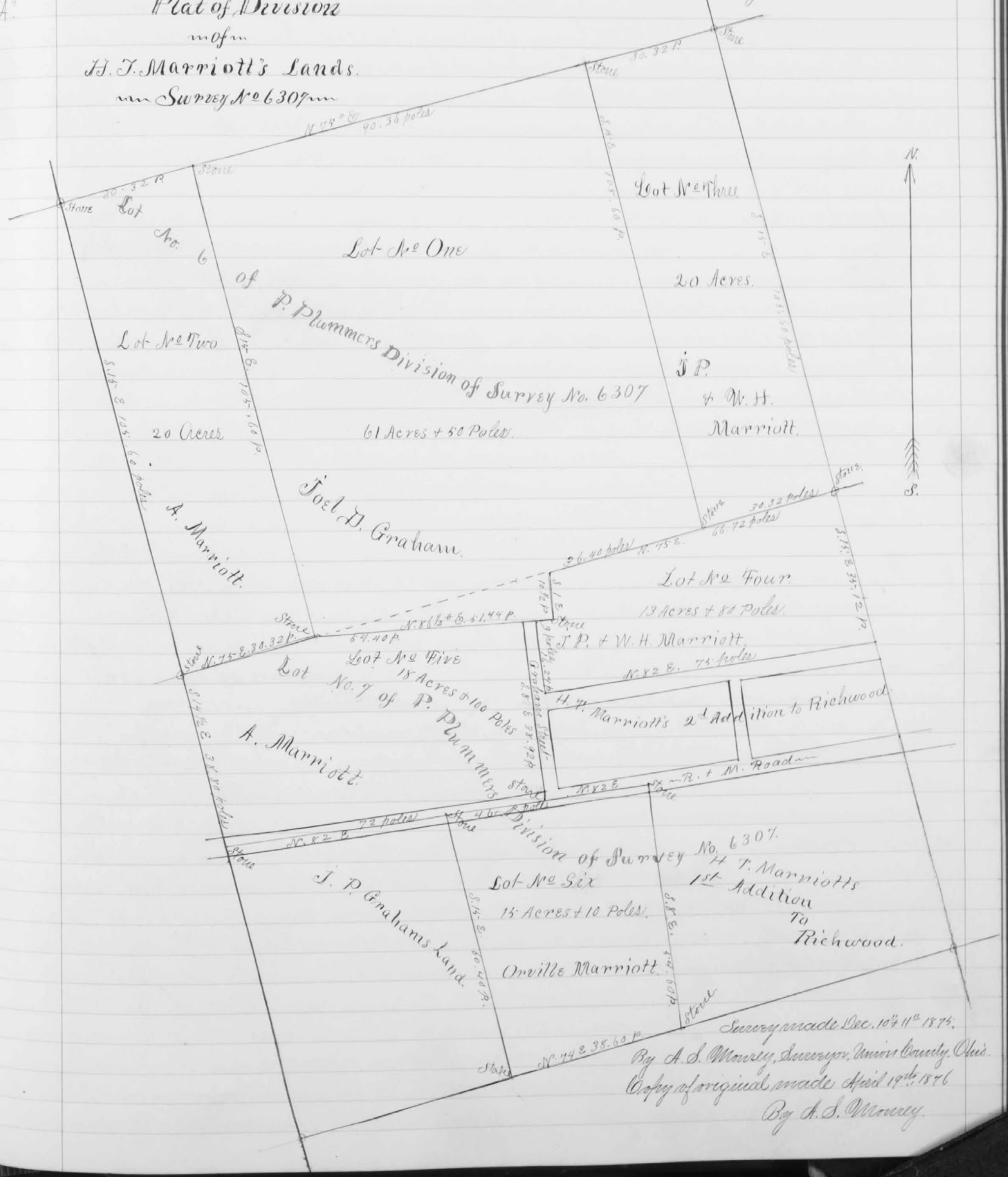


four (4) and six (6) as described by said Plat the sum of Fourteen Thousand Eight Hundred and Fifty Dollars ($14850.00) the said premises so as aforesaid sold having been appraised by former order of this Court at Eleven Thousand One Hundred Thirty Seven and 5/100 Dollars ($11137.5/100) Said plat and descriptions are hereto attached the Plat marked "A" and descriptions marked "B." The remaining portions of said land and tenements I have not been able to sell at private sale to advantage and under present circumstances I thought it not best to offer at public Sale hitherto. The portions remaining unsold are the lots not heretofore sold in the 1st and 2nd additions made by said Henry T. Marriott deceased, to said village of Richwood. Jp. W. Marriott
Executor of last will & testament of
Henry T. Marriott, Deceased.

"A"

Plat of Division
of
H. T. Marriott's Lands.
in Survey No 6307



Survey made Dec. 10th & 11th 1875.
By A. S. Money, Surveyor, Union County, Ohio.
Copy of original made April 19th 1876
By A. S. Money.

"B." — Description of Lots Sub-Division of H. T. Marriotts Lands —

Lot No. One.

Beginning at a stone in the North line of Lot No. 6 of Phillip Plummers sub division of Survey No. 6307 (the North East corner of said lot bears N. 75° E. 30 $\frac{32}{100}$ poles) thence with said line S. 75° W 90 $\frac{36}{100}$ poles to a stone, thence S. 15° E. 105 $\frac{60}{100}$ poles to a stone in the South line of said lot No. 6, thence N. 86½° E. 51 $\frac{44}{100}$ poles to a stone, thence N. 1° W. 10 $\frac{60}{100}$ poles to a stone in the South line of said lot No. 6 thence with said line N. 75° E. 36. $\frac{40}{100}$ poles to a stone (the South East corner to said lot No. 6 bears N. 75° E 30. $\frac{32}{100}$ poles) thence N. 15° W. 105. $\frac{60}{100}$ poles to the beginning. Containing 61 Acres + 50 poles more or less.

Lot No. Two.

Beginning at a stone and ash North West corner to Lot No. 6 of Phillip Plummers sub division of Survey No. 6307 thence with the West line of said lot S. 15° E. 105 $\frac{60}{100}$ poles to a stone South West corner of said lot No. 6, thence with the South line of said lot N. 75° E. 30 $\frac{32}{100}$ poles to a stone, thence N. 15° W. 105. $\frac{60}{100}$ poles to a stone in the North line of said lot, thence with said line S. 75° W. 30. $\frac{32}{100}$ poles to the beginning:- Containing 20 Acres more or less.

Lot No. Three

Beginning at a stone North East corner to Lot No. 6 of Phillips Plummers subdivision of Survey No. 6307, thence with the East line of said lot S. 15° E. 105. $\frac{60}{100}$ poles to a stone South East corner to said Lot, thence with the South line of said Lot S. 75° W. 30 $\frac{32}{100}$ poles to a stone, thence N. 15° W. 105 $\frac{60}{100}$ poles to a stone in the North line of said lot, thence with said line N. 75° E 30 $\frac{32}{100}$ poles to the beginning, Containing 20 Acres more or less.

Lot No. Four.

Beginning at a stone North East corner to Lot No. 7 of Phillip Plummers subdivision of Survey No. 6307, thence with the East line of said lot S. 15° E. 35 $\frac{12}{100}$ poles to a stake North East corner to H. T. Marriotts 2d Addition to Richwood thence with the North line of said Addition S. 82° W. 75 poles to a stake in the East line of Graham Street thence with said line N. 8° W. 16 $\frac{24}{100}$ poles to a stake at the end of said street, thence N. 86½° E. 3 poles to a stone, thence N. 1° W. 10 $\frac{40}{100}$ poles to a stone in the North line of said lot No. 7, thence with said line N. 75° E. 66 $\frac{72}{100}$ poles to the beginning. Containing 13 Acres and 80 poles more or less.

Lot No. Five.

Beginning at a stone North West corner to Lot No. 7 of Phillip Plummer's subdivision of Survey No. 3607, thence with the North line of said lot N. 75° E 30 $\frac{32}{100}$ poles to a stone, thence N. 86½° E. 45. $\frac{40}{100}$ poles to a stake thence (with the West line of Graham Street of H. T. Marriotts 2nd Addition to Richwood) S. 8° E. 38 $\frac{92}{100}$ poles to a stone in the centre of the Richwood and Miller Road, thence with the centre of said road S. 82° W. 72 poles to a stone in the West line of said lot No. 7, thence with said line N. 14½° W. 38. $\frac{80}{100}$ poles to the beginning. Containing 18 acres and 100 poles more or less.

Lot No. Six.

Beginning at a stone in the centre of the Richwood and Miller Road and North West corner to H. T. Marriott's 1st Addition to Richwood, thence with the West line of said Addition and continuing the same course S. 8° E. 54 $\frac{60}{100}$ poles

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Entry 1875

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Supplemental Petition

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State of Ohio
County of ...

to a stone in the South line of Lot No. 7 of Phillips Plummers Subdivision of Survey No. 6307, thence with said line S. 74° W 38 60/100 poles to a stake South East corner to J. P. Graham's land, thence with the East line of said land N. 15° W. 60 70/100 poles to a stone in the center of said Richwood and Miller Road, thence with the centre of said road N. 82° E. 46 poles to the beginning. Containing 15 Acres and 10 poles more or less.

Afterwards on the 22nd day of April A.D. 1876, an Entry was made on the Journal of said Court which reads as follows, to wit:-

Entry 1875-

Franklin W. Marriott, Executor of the last will and testament of H. T. Marriott deceased, Plaintiff
vs.
Joshua P. Marriott and others, Defendants

And now comes the said F. W. Marriott Executor &c. by Robinsons and Piper his Attorneys and on his motion and on producing the report of the said F. W. Marriott of his sale as said Executor under former order of this Court and it appearing to the Court that the whole amount of the premises included in said order had not been sold by said Executor for reasons stated and the Court being fully advised in the premises and being satisfied on examination that the portions of said premises reported sold had been sold according to law. It is ordered that said proceedings and sales be and the same are hereby approved and confirmed and the said F. W. Marriott as said Executor of the said last will and testament of the said H. T. Marriott deceased is hereby ordered by deeds duly Executed to convey the said premises so sold to the said several purchasers for the portions of said premises by them respectively purchased in fee simple. And it is further ordered that as to the portion of the said premises remaining unsold and all other matters herein this cause be and the same is hereby continued.

Afterwards on the 11th day of September A.D. 1876, the following Supplemental Petition was filed with the Clerk of said Court, to-wit:-

Supplemental Petition 1875-

F. W. Marriott, Executor of the last will and testament of Henry P. Merriott deceased, Plaintiff
vs.
Joshua P. Marriott and others, Defendant

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

The plaintiff F. W. Marriott now comes and says - that there was an error in the numbering the lots in said H. T. Marriotts First Addition to the said Village of Richwood by which one lot, to-wit Number 281 was not mentioned in the petition in this case filed. The said Lot Number 281 was by the said plaintiff purchased of the said H. T. Marriott prior to his death and consideration money for same all paid to H. T. Marriott before his death and the deed intended to convey said lot Number 281 made but by reason of the error in numbering said lots the said lot Number 281 was not included in said deed - which said error was not until quite recently discovered. Plaintiff therefore asks the Court for an order to sell the said lot Number 281 at public or private sale as Executor of said estate in order to perfect his title thereto and for authority to make the necessary conveyance for the sale of said lot and for such other and further relief as the case may require. Robinsons & Piper Attorneys for Plaintiff

State of Ohio
County of Union ss. F. W. Merriott being duly sworn according to law

says the facts stated and allegations in his foregoing petition are as he verily believes
true.
F. W. Marriott
Sworn to before me by F. W. Marriott and by him subscribed this 11th day
of September A.D. 1876.
W. M. Winget, Clerk.

Afterwards on the 25th day of September A.D. 1876, an Entry was made on the
Journal of said Court which reads as follows, to-wit:-

Entry
1875

Franklin W. Marriott Exr &c.
vs
Joshua P. Marriott et. al.

Court of Common Pleas, Union County, Ohio.

And now comes the plaintiff, Franklin W. Marriott and having heretofore filed his Supplemental Petition and it appearing to the Court that by an error in the numbering of the lots in the Addition made to the village of Richwood by said H. W. Marriott, deceased, and that a lot in said addition numbered two hundred and Eighty one (281) was by reason of the said error left out of the former order of appraisement and sale issued by this Court and the Court being fully advised in the premises, It is therefore ordered and adjudged and decreed by the Court here that said plaintiff as said executor proceed to appraise and sell said lot number 281 at public or private sale as he shall think best and that he make due return of his proceedings to this Court.

Afterwards on the 28th day of September A.D. 1876, the following Report of Sale was filed
with the Clerk of said Court, to-wit:-

Report of Sale
1875

Richwood Ohio Sept. 28th 1876.
Franklin W. Marriott Executor of H. W. Marriott dec'd, now comes and makes his
fourth report to the Court of Sale of two lots in the first Addition made to said village
of Richwood by said H. W. Marriott deceased as follows, to-wit:- On lots numbers
two hundred and eighty one and two hundred and seventy eight. Said lot
lot number 281 I sold to Orville Marriott for the sum of fifty dollars being more
than the appraised value of same as made by appraisers under order of this
Court. And I sold said lot number 278 to Edward Horn for the sum of forty
dollars being the appraised value of said lot as made by order of this Court.
Said F. W. Marriott says further that these are the out-lots sold by him since
last term of this Court, that he has not been able to sell all said lots on account of
stringency of the times for money and for this reason thought best not now to offer
said lots for sale. The order was formerly made by this Court that a deed should
be made to H. C. Welch under contract made with H. W. Marriott, but said Welch
failed to pay the money for said lot abandoned said contract and Allen Holden
assumed the payment of said money for said lot and has so far paid upon said
contract as to entitle him to a deed.
F. W. Marriott Exr.

Afterwards on the 11th day of October A.D. 1876, an Entry was made on the
Journal by the Clerk of said Court which reads as follows, to-wit:

Entry
1875

Franklin W. Marriott Executor etc.
vs.
Joshua P. Marriott et. al.

Court of Common Pleas, Union County, Ohio

And now comes the said Franklin W. Marriott by Robinsons and Piper his counsel and on his motion and on producing the further report of the said F. W. Marriott as said executor of his sale made under former order of this Court and the Court being satisfied on examination that said sale has been made of the lots in the report mentioned according to law it is ordered that proceedings and sale be and the same is hereby approved and confirmed and the said

Report of Sale
1875

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F. W. Marriott as said Executor is ordered by deed duly executed to convey said premises to the said purchaser in fee simple and as to sale of balance of premises in petition described and all other matters this cause is continued

Afterward on the 14th day of October A.D. 1881, the following Return of Sale was filed with the Clerk of said Court, to-wit:-

Report of Sale 1875

F. W. Marriott Executor etc.
vs.
Joshua P. Marriott and others
} Court of Common Pleas, Union County, Ohio.

And now comes the plaintiff F. W. Marriott and makes this his report of a sale of a lot of one and one fifth acres of land in the petition described and whon an order of the Court heretofore made for a sale of said premises at private sale, and said Executor further reports that said sale was made to J. W. Woodruff and for more than the appraised value of the same to-wit: the sum of Eighty Seven and 50/100 Dollars ($87. 50/100)

F. W. Marriott Executor etc. By Robinsons & Piper his Attorneys

Afterwards on the 14th day of Oct. A.D. 1881, the following entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry 1875

F. W. Marriott Executor etc.
vs.
Joshua P. Marriott et. al.
} Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon the motion of the plaintiff to confirm sale made of one and one fourth acres of land in the petition described to one J. W. Woodruff, the Court on careful examination of the report and finding that said sale is regular and in conformity to the Statute in such case made and provided, and in accordance with the orders of this Court heretofore made do confirm said sale. And the said F. W. Marriott as said executor is hereby directed to make a deed in fee simple of said premises so as aforesaid sold and herein confirmed to the purchaser J. W. Woodruff.

Afterwards on the 3rd day of May A.D. 1882, the following Report of Sale was filed with the Clerk of said Court, to-wit:-

Report of Sale 1875

Franklin W. Marriott, Executor of Estate of H. T. Marriott, Deceased, Plaintiff
vs.
Joshua P. Marriott and others, Defendants.
} Court of Common Pleas. Union County, Ohio.

The plaintiff herein Franklin W. Marriott, Executor of Estate of H. T. Marriott deceased, under a former order of this Court directing him the said Franklin W. Marriott as said executor to sell the real estate belonging to the said H. T. Marriott deceased at his death, now comes and says that on the day of A.D. 1882 he advertised the premises remaining unsold which belonged to said estate, in the Richwood Gazette a weekly news paper published and in general circulation in the said County of Union and State of Ohio, and which advertisement was made for more than thirty days before the day of sale and he the said Franklin W. Marriott did on the 15th day of April 1882 at the time and place in said advertisement mentioned, to-wit: on the premises in said plaintiffs petition described and as mentioned in said advertisement under and by virtue of said order of this Court and in pursuance of said notice of sale so as aforesaid given the said Franklin W. Marriott as said executor of the said estate of H. T. Marriott sold lots in the 1st and 2nd Additions to Richwood made by the said

H. T. Marriott Dec'd in his life time as follows: 2nd Addition -
Lot No. 707 to Alfred Collins for Eighty Dollars. Lot No. 704 to Joseph W. Scott for Eighty Dollars
Lot No. 703 to Albert Marriott for Seventy Dollars, Lot No. 699 to Wm H. Marriott for Eighty five Dollars
Lot No. 698 to Albert Lowe for Ninety Dollars, Lot No 694 to Edward Walters for Eighty one Dollars
Lot No 693 to Wm H. Marriott for Seventy five Dollars, Lots Nos. 690 & 691 to Henry E. W. Field for Ninety two Dollars
Lot No 721 to Joseph Powell for Forty Dollars Lot No. 720 to Albert Lowe for Forty Seven Dollars
Lot No. 719 to George W. Morgan Twenty eight Dollars Lot No. 718 to L. J. Pease Forty five Dollars
And also the following lots in the first addition of the said H. T. Marriott to the said
Village of Richwood, to wit:
Lot No. 266 to Alva Cook for Thirty Dollars. Lot No 239 to J. D. Graham & Albert Marriott for $60.00
+ Lot No. 267 to Wm H. Marriott for Twenty one Dollars. Lot No. 280 to Alfred Collins and G. W. Morgan
for Forty one Dollars. Lot No. 279 (eight rods square more or less) to E. G. King for
Sixty Dollars. The foregoing named persons having bid for said lots the sums herein-
before mentioned and the said persons herein before named being the highest and
best bidders and the same being more than two thirds of the appraised value
thereof. I as said executor of said estate struck off and sold the same to the
persons herein before named for the said sums.

Franklin M. Marriott, Executor of Estate of H.T. Marriott Deed by
Robinson & Piper his Attorneys

Afterwards on the 18th day of May the following proof of Publication was
filed with the Clerk of said Court to-wit:

Proof of Publication

Notice

Executive Sale of Tower Lots

The undersigned will offer at Public Sale, on Saturday, April 15th 1882, com-
mencing at 10 o'clock p. m. a part or all of the lots belonging to the estate of H.
T. Marriott, deceased, in Marriott's Addition to Richwood. Said lots will be sold
strictly according to law. Terms:- One third down, and balance in two equal
annual payments, to be secured by mortgage; or eighteen months time will
be given on the whole amount, with approved personal security. All notes to
bear six per cent interest. March 16th 1882-4w. H. W. Marriott, Executor.

State of Ohio } ss. Proof of Publication
County of Union }

I, Robert Smith do make oath that the advertisement
of which the annexed is a copy, was published for 4 weeks to-wit- March 16th
23rd & 30th and April 6th & 13th A. D. 1882 in the Richwood Gazette, a Weekly News-
paper 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 6th day of May A. D. 1882
S. A. Gardner Justice of the Peace

Afterwards on the 19th day of May A. D. 1882 an Entry was made on the Journal
by the Clerk of said Court which reads as follows, to-wit:-

Entry

Franklin W. Marriott Executor &c. } Petition to sell land under will-
vs.
Joshua P. Marriott and others }

1875

This day this cause came on to be heard
upon the motion of plaintiff to confirm sales made of several lots in the
petition described and to several different purchasers and the Court on
careful examination of the report of said sale and finding that said is regular
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confirm the said sales and the same is hereby approved and confirmed and the said H. W. Marriott as said executor plaintiff herein, is ordered and directed to execute and deliver to the said several purchasers at said sale proper deeds for the real estate so by him sold as aforesaid.

Afterwards, on the 24th day of September A. D. 1884, the following motion was filed with the Clerk of said Court - to wit: -

Franklin W. Marriott, Executor of Estate of H. T. Marriott Dec'd, Plaintiffs
vs.
Joshua P. Marriott et. al. Defendants
} Court of Common Pleas, Union County Ohio. Motion.

Motion
1875

And now comes the plaintiff herein and as executor of the estate of H. T. Marriott deceased, and moves the Court here for an order setting aside the confirmation of sales made of Lot number Seven Hundred and Eighteen (718) to L. G. Pease, Sale of Lot number Seven Hundred and Nineteen (719) made to H. W. Morgan and of Lot number Seven Hundred and seven (707) made to Alfred Collins and for cause says the said parties neglected and refused to comply with terms of sale and still neglect and refuse to comply with terms of sale made to them by accepting deed and paying the money therefor. And further the said plaintiff moves the Court here for an order directing the reappraisement of the unsold real estate belonging to the estate of the said Henry T. Marriott deceased, to-wit: the Lots numbered 277 in said H. T. Marriotts first addition to the village of Richwood, Union County Ohio and also lots numbered 692 - 700 - 701 - 702 - 705 - 706 - 707 - 708 - 709 - 710 - 711 - 712 - 713 - 714 - 715 - 716 - 717 - 718 - 719 - 722 - 723 - 724 - 725 - 726 - 727 in the second addition of the said H. T. Marriott to the said Village of Richwood, and for cause says he has offered said property at public sale under former order of this Court at different times and has not been able to sell the same for want of bidders and now moves the Court for an order of reappraisement and sale of said premises

On the 24th day of September A. D. 1884, an Entry was made on the journal by the Clerk of said Court which reads as follows to-wit: -

Franklin W. Marriott, Executor of H. T. Marriott Dec'd Plaintiff
vs.
Joshua P. Marriott et. al. Defendants
} Sale of Land.

Entry
1875

And now come the plaintiff by Robinsons & Piper his Attorneys and moves the Court herein for an order setting aside sales of Lots heretofore made under the orders of this Court and for a further order of re-appraisement and sale of the remaining portion of said lands mentioned in the said motion, And the Court being advised in the premises and on consideration of same sustains said motion and it is therefore considered ordered and adjudged that an order of re-appraisement and sale be issued to the said plaintiff directing him to re-appraise and sell all the said lands now remaining unsold and the same is hereby ordered and directed to be done and that the plaintiff make report of his proceedings herein at an early day.

Afterward on the 13th day of February A. D. 1885, the following Order for Reappraisement was issued by the Clerk of said Court to-wit: -

The State of Ohio
Union County, ss.
} Order for Reappraisement
To Franklin W. Marriott, Executor of Henry T. Marriott

Order for Reappraisement 1875

late of Union County, Ohio, deceased:-

We command you that-without delay by the oath of W.H. Ferguson, H.J. Perry and James R. Gooding, three disinterested freeholders of the vicinity you cause Appraisement to be made of the following described real estate situate in the County and State aforesaid and known as part of the Henry T. Marriott Addition to the village of Richwood and being lots numbered 277-692-700-701-702-705-706 707-708-709-710-711-712-713-714-715-716-717-718-719-722-723-724-725-726 and 727 in pursuance of an order lately made in our Court of Common Pleas within and for the said County of Union in a certain action for the sale of lands under will wherein the said F. W. Marriott Executor is petitioner and the said Joshua P. Marriott et. al. are respondents; and that-of your proceedings in the premises you make due return without unnecessary delay to our said Court.

Witness my name and seal, as Clerk of the said Court of Common Pleas this 13th day of Feb. 1885- at Marysville, Ohio. J. A. Burgner Clerk [Seal]

The State of Ohio
Union County ss. } Personally appeared before the undersigned authority, W. H. Ferguson, H. J. Perry and J. R. Gooding and were duly sworn according to law to make a true appraisement of the property described in the foregoing order of appraisement W. W. Hill Justice of the Peace.

Executor's Return of Appraisement

As commanded by the foregoing order of appraisement, I have executed the same by the oaths of W.H. Ferguson, H.J. Perry and James R. Gooding, causing appraisement to be made as will more fully appear by the report of said appraisers hereto attached and made a part of this return.

Given under my hand this 16th day of May 1885- Franklin W. Marriott Executor of Estate of Henry T. Marriott Deceased

Return of Appraisers

According to the command of the foregoing order of appraisement and on the call of the F. W. Marriott Executor, &c, the undersigned Commissioners after being first duly sworn according to law, and upon actual view of the premises do estimate the value of the same as follows, to-wit:-

Lot-Number 277 at $10.00 Lot-Number 713 at $35.00, Lot-Number 692 at $75.00
" " 714 " 30.00 " " 700 " 70.00 " " 715 " 33.00
" " 701 " 70.00 " " 716 " 35.00 " " 702 " 70.00
" " 717 " 35.00 " " 705 " 70.00 " " 718 " 47.00
" " 706 " 65.00 " " 719 " 47.00 " " 707 " 65.00
" " 722 " 30.00 " " 708 " 750.00 " " 723 " 30.00
" " 709 " 42.00 " " 724 " 25.00 " " 710 " 33.00
" " 725 " 25.00 " " 711 " 33.00 " " 726 } " 25.00
" " 712 " 35.00 " " 727 }
Total value of all at the sum of $1785.00

Given under our hands this day of May 1885.
W. H. Ferguson
H. J. Perry } Appraisers
J. R. Gooding

(Appraisers fees: $1.50 paid)

On the 13th day of February A. D. 1885- the following Alias Order of Sale was issued by the Clerk of said Court; to-wit:-

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Alias Order of Sale, Under Will

Order of Sale 1875

The State of Ohio, Union County, ss. } To F. W. Marriott Executor of H. T. Marriott late of Union County Ohio, Dec'd.

In pursuance of an order lately made in our Court of Common Pleas, within and for the County of Union, at the Sept. Term A.D. 1884, in a certain action for the sale of lands under the will of H.T. Marriott deceased, now pending in said Court, wherein F. W. Marriott Executor of H.T. Marriott deceased is petitioner and Joshua P. Marriott et. al. are respondents: We therefore again command you that, without delay, you proceed to sell at private or public sale the lands in said petition described remaining unsold and described as follows, to-wit:- Situate in said County of Union and State of Ohio and known as part of the Henry T. Marriott Addition to the Village of Richwood and being lots numbered as follows: 277-692-700-701-702-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-722-723-724-725-726-and 727. And of your proceedings in the premises make due return forthwith. Witness my hand and seal of Clerk of the Court of Com. Pleas of Union County, Ohio at Marysville Ohio this 13th day of Feb. 1885.

J. D. Bughrer, Clerk [Seal]

Executors Return of Sale

In pursuance of the order of this Court in this case I sold at private sale Lot No. 708 to Henry W. Marriott- consideration Eight Hundred and Ten Dollars ($810.00) which said sum was more than the appraised value of said Lot No. 708 and the highest and best bid that I could get for same.

Franklin W. Marriott Executor of Estate of Henry T. Marriott Dec'd.

By Robinson & Piper his Attorneys.

Afterwards on the 3d day of July an Entry was made on the journal of said Court which reads as follows, to-wit:-

Entry 1875

Franklin W. Marriott Exc etc, Plaintiff
vs.
Joshua P. Marriott and others Defendants
} Petition to Sell Land

This cause now coming on to be heard on the return of Franklin W. Marriott Executor of his proceeding and sale under the order of this Court. The Court after having carefully examined said return being satisfied that such sale has in all respects been legally made does hereby approve and confirm the same and order that said Franklin W. Marriott as such Executor make, execute and deliver to the purchaser Henry W. Marriott a good and sufficient deed for the premises so sold and as to all of said premises now remaining unsold and all other matters herein this cause is continued.

Afterwards on the 7th day of Nov. A.D. 1885, the following Proof of Publication was filed with the Clerk of said Court, to-wit:-

Proof of Publication

Executor's Sale of Town Lots

Notice is hereby given that I will sell at Public Sale on Saturday, Sept. 5th 1885, commencing at 1 o'clock P.M. a part or all of the lots belonging to the estate of H.T. Marriott deceased in Marriott's Addition to Richwood. The lots will be sold strictly according to law. Terms: One-third down, and balance in two equal annual payments, to be secured by mortgage. Aug. 6th 1885. F. W. Marriott Executor.

State of Ohio } Proof of Publication.
Union County, ss. } I, Robert Smith, do make oath that the advertisement of which the annexed is a copy, was published for 4 weeks to-wit: Aug. 6th 13th

20th & 27th A.D. 1885, in the Richwood 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 13th day of November A.D. 1885.

W.J. Rucker Notary Public Seal

Afterward on the 12th day of November A.D. 1885, the following Report of Sale was filed with the Clerk of said Court, to-wit:-

Return of Sale

Executors Return of Sale

In pursuance of the order of this Court in this case to me directed for the sale of lots therein mentioned dated February 13th 1886, I have to report the sale of Lots numbers two hundred and seventy-seven (277) and two hundred and eighty (280) in H. T. Marriotts 1st Addition to Richwood to Jefferson W. Severe at private sale for their appraised value and further I have to report that I advertised the following named lots in Henry T. Marriotts 2nd Addition to said Richwood for sale for more than thirty days in the Richwood Gazette a paper published and in general circulation in the said County of Union and did on the 5th day of September A.D. 1885 at the time and place in said advertisement mentioned, sell at public auction as follows:-

1875

Lots Nos. 707-709-710-711-712-713-714-715-716 to Joshua P. Marriott for $229.50 Lots Nos. 706-701-719 to Henry W. Marriott for $122.50 Lots Nos. 703-705 to Orville Marriott for $74.00 Lot No. 702 to Albert Marriott for $47.00 Lots Nos. 692-722-723 724 725-726-727 to William H. Marriott for $140.00 Lot No. 718 to Arthur Collins for thirty two Dollars ($32.00) Lot No. 717 to Catherine Livingston for Twenty-four Dollars ($24.00) the said several lots were then and there struck off to the said purchasers for the said sums they being the highest and best bids then and there offered for said lots.

Franklin W. Marriott, Executor of Henry T. Marriott deceased

By Robinsons & Piper his Attorneys.

November 12th 1885.

Afterwards on the 13th day of November A.D. 1885, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

1875

Franklin W. Marriott Executor etc.
vs.
Joshua P. Marriott et. al.

Petition to Sell Land.

This cause now coming on to be heard on the return of Franklin W. Marriott as the Executor of the Estate of said Henry T. Marriott deceased, of his proceedings and sale under former order of this Court, of lots numbers two hundred and seventy-seven (277) and two hundred and eighty (280) made to Jefferson W. Severe and Sale of balance of said real property as in said report set forth, the Court after having carefully examined said return and being fully satisfied that such sale has been legally made does hereby approve and confirm the same and order that the said Franklin W. Marriott as said executor make to the several purchasers good and sufficient deeds for the several lots by each purchaser. And the Court coming now to the distribution of the proceeds of the sale of said lands and lots, do order that said executor pay: First the costs of this action taxed to $ That as to the balance of proceeds of said sale the Court direct that the same be reported to the Probate Court of Union County Ohio and there to be distributed under direction of said Probate Court after the payment of costs in said Probate Court.

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Pleas before his Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court-House in the town of Marysville, within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio, on the Sixteenth day of February in the year of our Lord, one thousand eight hundred and eighty five. Heretofore, to wit:- On the 14th day of February A.D. 1885, the following Petition was filed with the Clerk of said Court, to wit:-

Petition — 4757

Charles S. Lee, Plaintiff
against
V. J. Case, M. A. Case and
J. W. Keller, Defendants
} Court of Common Pleas
Union County, Ohio.

First cause of Action:- Defendants are indebted to plaintiff on a promissory note of which the following is a copy with all credits and endorsements:- " $67.00 December 15th 1883 "
" On or before the first of August 1884 we promise to pay"
" Jackson Rowe or order the sum of Sixty Seven Dollars. Value rec. Int at 6 per ct."
" "V. J. Case", "M. A. Case" "J. M. Keller" "
Indorsed as follows: "Pay to the order of Chas. S. Lee. Apr. 10th 1884. Jackson Rowe. "
There are no credits thereon. There is due plaintiff on said note the sum of Sixty Seven Dollars which he claims with interest at 6 per cent per annum from December 13th 1883.

Second Cause of Action:-

Defendants are further indebted to plaintiff upon a promissory note of which the following is a copy with all credits and indorsements:-
" $50.00 December 13th 1883 "
" On or before the first of August 1884 we promise to pay John Mc. Eldery "
" or order the sum of Fifty Dollars for value recd. Int. at 6 per ct. "
"V. J. Case" "M. A. Case," "J. W. Keller".
Said note is indorsed as follows: "Pay to the order of Chas. S. Lee, Apr. 11th 1884
John Mc. Eldery "
There is a credit on said note as follows:- "Received on this note Oct. 23rd 1884, the sum of $20.00." On which note there is due plaintiff from defendants the sum of Thirty Two and 66/100 Dollars ($32.66/100) which he claims with interest at 6% per annum from Oct. 23rd 1884. Wherefore plaintiff asks judgment against defendants in the sum of Ninety nine and 66/100 Dollars with interest on Sixty-Seven Dollars from December 13th 1883 at 6% per annum and on Thirty-Two and 66/100 Dollars from Oct. 23rd 1884 at 6 per cent per annum. Edward E. Cole Atty for Pltff.

State of Ohio,
Union County, ss } Charles S. Lee plaintiff being first duly sworn says the facts stated and allegations in his foregoing petition are as he believes true
Charles S. Lee.

Sworn to and subscribed before me this 14th of February 1885.
J. Q. Burgner, Clerk.

Praecipe — 4757

Charles S. Lee, Plaintiff
vs.
V. J. Case et al. Defendant
} Court of Common Pleas, Union County, Ohio
Marysville, February 14th 1885.
To the Clerk of said Court:-

Issue Summons in the above case for V. J. Case, M. A. Case and J. W. Keller endorsed, action for money only. Amount claimed $99.66 with interest at 6% on $67.00 from Dec. 13th 1883 and on $32.66 from Oct. 23rd 1884 returnable according to law.
Edward Cole, Attorney for Plaintiff

Summons
#7557

On the 14th day of February A.D. 1883, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

The State of Ohio } Summons in Action for Money Only.
Union County, ss. } To the Sheriff of the County of Union Greeting:-

We command you to notify W. J. Case, M. A. Case & J. M. Keller that they have been sued by Charles S. Lee in the Court of Common Pleas of Union County, and that unless they answer by the 14th day of March A.D. 1883, the petition of said Charles S. Lee 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 23rd day of Feb. A.D. 1883

Seal Witness my hand and the Seal of said Court, this 14th day of Feb. A.D. 1883, at Marysville, O.

J. D. Burgner, Clerk

Endorsed:- Money Only. Amount claimed, $99.66 and interest as follows, at 6 per cent on $67.00 from Dec. 13th 1883, on 32.66 from Oct. 23rd 1884. E. E. Cole, Pff's Atty.

Said Writ returned and filed Feb. 18th 1883, endorsed as follows:-

Sheriff's Return

The State of Ohio } Sheriffs Return
Union County, ss. } Received this Writ Feby. 16th A.D. 1883, at 11 o'clock A.M. and pursuant to its command, on the 17th day of Feby. A.D. 1883, I served the same by delivering to the within named defendant a true copy of this Writ with endorsements thereon ~ Service .60, Mileage 1.60, Copy .60, Total $2.80

M. Hopkins Sheriff
By A. H. Goodenow, Deputy.

Afterwards on the 17th 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:-

Charles S. Lee, Plaintiff
vs.
W. J. Case, M. A. Case and J. M. Keller, Defendants

Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff by his Attorney and the defendant being in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true, and find that the defendants W. J. Case et. al. are indebted to the plaintiff Charles S. Lee in the sum of One Hundred and five and 75/100 ($105.75/100) Dollars.

It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of $105.75/100 and his costs herein expended taxed at $

Attest- J. D. Burgner, Clerk.
By A. R. Burgner, Deputy

Pleas before his Honor Caleb H. Norris, 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 Eighteenth day of May, in the year of our Lord one thousand eight hundred and eighty five. Heretofore, to-wit:- On the 14th day of February A.D. 1885 the following Petition was filed with the Clerk of said Court, to wit:-

Petition

Elnora A. Lombard, Plaintiff

vs.

Edward B. Conklin, Mary E. Joyner, David Joyner, Galena Snow, Henry Snow, Artisca Conklin, William Conklin a minor 8 years old and S. M. Dockum Admr. of the Estate of Catherine Conklin Dec'd. Defendants.

Court of Common Pleas,

Union County,

Ohio.

4758

Plaintiff has a legal right to and is seized in fee simple, as daughter and one of the heirs at law of James E. Conklin and Catherine E. Conklin deceased, of the undivided sixth part of the following real estate, situate in this County: Lots Nos. Thirty-four and Thirty-Six (34 & 36) in the village of Marysville Centre. The defendants, Edward B Conklin, Mary E. Joyner, Galena Snow, Artisca Conklin and Wm Conklin are tenants in common with plaintiff in said premises, in the following proportions One sixth belongs to said Edward B. Conklin, a son of said James E. Conklin, One sixth each to said Mary E Joyner, Galena Snow, and Artisca Conklin, daughter of said James E. Conklin and one sixth to William Conklin a minor child and only heir at law of James M. Conklin deceased, a son of said James E. Conklin Said Mary E. Joyner is intermarried with David Joyner and resides in this County. Said Galena Snow is intermarried with Henry Snow and resides in Logan County Ohio. Plaintiff desires to have her interest set off to her in severalty and that partition may be made of said premises, or if that cannot be done without manifest injury that such proceedings may be had as are authorized by law.

A. H. Beightler Attorney for Plaintiff

State of Ohio }
Union Co. ss. } Elnora A. Lombard, plaintiff being sworn, says that she believes the facts stated in the above pleading are true. Elnora A. Lombard.

Sworn to and subscribed by Elnora A. Lombard before me this 14th day of February A.D. 1885.

J. A. Burgner Clerk. Seal

On the 14th day of February A.D. 1885 the following Praecipe was filed with the Clerk of said Court, to-wit:-

Praecipe

Elnora A. Lombard, Plaintiff
vs.
Edward B. Conklin, Defendant

Court of Common Pleas, Union County, Ohio.

Marysville, Feby. 14th 1885

To the Clerk of Said Court:-

4758.

Issue summons in the above case, an action for Partition returnable according to law.

A. H. Beightler Attorney for Plaintiff

On the 14th day of February A.D. 1885, a Summons was issued 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 Logan Greeting:-

4758

We commend you to notify Edward B. Conklin, Galena

Sheriff's Return

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Waiver of Summons

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Snow and Henry Snow her husband (impleaded with Mary E Joyner and others) that they have been sued by Elnora A. Lombard in the Court of Common Pleas of Union County, and that unless they answer by the 14th day of March A.D. 1885 the petition of said Elnora A. Lombard against them filed in the Clerks Office of said Court such petition will be taken as true, and judgment rendered accordingly

You will make due return of this summons on the 25th day of Feb. A.D. 1885.

Witness my hand and the seal of said Court, this 14th day of Feb. A.D. 1885.

J. L. Burgner Clerk [Seal]

Endorsed; An action for Partition. A H. Beiglieter Plaintiffs Attorney.

Writ returned and filed Feb. 24th A.D. 1885 endorsed as follows, to-wit:

Sheriffs Return

The State of Ohio, } Sheriff's Return
Logan County, ss. } Received this Writ Feb. 16th A.D. 1885, at 8 o'clock A. M. Edward B. Conklin, Malena Snow and Henry Snow her husband were not found in my County. Returned Feb. 23rd 1885 without service. — Mileage 160, Copies 45, Return 25 Total $2.33

W. H. Lloyd Sheriff Lo. Co. Ohio.

Afterwards on the 22nd day of March A.D. 1885, a Waiver of Summons was filed with the Clerk of said Court which reads as follows, to-wit:-

Waiver of Summons 4735

Elnora A. Lombard
vs.
Edward B. Conklin et. al.

In the Court of Common Pleas, Union County, Ohio
Petition for Partition

I hereby waive the issuing and service of Summons and also waive time for answering and enter my appearance herein this 22nd day of March 1885.

Edward B. Conklin.

Also on the 22nd day of March A.D. 1885 the following Waiver of Summons was filed with the Clerk of said Court, to-wit:-

Waiver of Summons 4735

Elnora A. Lombard
vs.
Edward B. Conklin et. al

Court of Common Pleas, Union Co. Ohio
Petition for Partition

We hereby waive the issuing and service of Summons and also waive time and enter our appearance herein this 22nd day of March 1885.

Marthey H. Snow.
Henry Snow.

Afterwards on the 24th day of March A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry 4735

Elnora A. Lombard
vs.
Edward B. Conklin et. al.

Court of Common Pleas, Union Co. Ohio.

Now came the plaintiff herein by her attorney, and this cause coming on to be heard upon the petition of plaintiff the Court find that all of said defendants have had due and legal notice of the pendency and demand of the said petition, and that they are in default for answer and demurrer, and that the said petition is thereby confessed by them to be true. That the said plaintiff Elnora A. Lombard 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 are tenants in common with plaintiff, in the said premises in the following proportions, to-wit; that the said Edward B. Conklin, Mary E Joyner, Malena Snow, Artisca Conklin and Wm Conklin are each seized of and have a legal

right to the undivided one sixth part thereof. And no reason appearing why partition should not be made. It is ordered, adjudged and decreed that partition of said estate be made, and that an order issue to the Sheriff of said County of Union, commanding him that by the oaths of W. H. H. Pennington A. J. Ferguson and Leo. O. Wilcox three judicious and disinterested freeholders of the vicinity, who are hereby appointed Commissioners for that purpose, he cause to be set off and divided to the said plaintiff and to each of the said defendants the part and proportions of the said estate to which they are hereinbefore severally found entitled. And it is ordered that if, in the opinion of said Commissioners, said premises can not be divided by metes and bounds without injury to the value thereof, they appraise the same; and of his proceedings herein, the said Sheriff is ordered to make due return without unnecessary delay.

On the 24th day of March A.D. 1885, the following Writ of Partition was issued by the Clerk of said Court, to-wit:

Writ of Partition 4758

The State of Ohio } Writ of Partition
Union County, ss. } To the Sheriff of Said County - Greeting

We command you, That without delay by the oaths of W. H. Pennington, A. J. Ferguson and Geo. O. Wilcox you cause partition to be made of the following described premises, situate in the County of Union and State aforesaid, to-wit:- Lots No. Thirty-Four and Thirty Six (34 and 36) in the Village of Unionville Centre among the persons named herein, and in the following proportions, to-wit:- To Elnora A Lownbard one sixth part, to Edward B. Ducklin one sixth part, to Mary E Joyner one sixth part to Malena Snow one sixth part to Artisca Ducklin one sixth part, to William Ducklin one sixth 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 Elnora A Lownbard petitioner, and the said Edward B. Ducklin 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, Ohio this 24th day of March A.D. 1885.

J. D. Burgner, Clerk {Seal}

Sheriff's Return

Sheriff's Return

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of W. H. Pennington, A. J. Ferguson and Leo. O. Wilcox causing said partition to be made, as will appear by the report of the Commissioners herewith returned — Service 30, Mileage 1.60, Swearing Com. 1.20, Conveying Com. 1.00 Total $4.10 Com. Fees $3.00 — Given under my hand, this 26th day of March A.D. 1885.

W. Hopkins Sheriff By A. H. Goodwin Deputy.

Commissioners Report-

Commissioners Report- 4758

Court of Common Pleas, Union County, Ohio.

Ass Partition

According to the command of Writ of Partition in this case issued, and on the call of the Sheriff of said County, we the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, we are of the opinion that the said lands cannot be divided without manifest injury and we do estimate the value of the same at Three Hundred and Fifty 00/100 Dollars. Given under our hands, this 25th day of March A.D. 1885:-

W. H. H. Pennington, A. J. Ferguson, Leo. O. Wilcox, Commissioners

Entry 4758

Afterwards ... Journal by the ... Elnora A. Lo... vs. Edward B. ...

the report of the ... thereto do con... the petition.

Elnora A. Lown... vs. Edward B. ...

Order of Sale 4758

Sale in the ... Afterwards ... by the Clerk of ... The State of ... Union County ...

Sheriffs Return

Proof of Publication 4758

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Seal

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Afterwards on the 25th day of March A.D. 1885, an Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry

Elnora A. Lombard, Plaintiff
vs.
Edward B. Conklin et. al. Defendants

4758

This cause coming on to be heard upon the report of the Commissioners in partition, and the Court being fully advised therein do confirm said report and order the sale of said premises described in the petition.

Elnora A. Lombard, Plaintiff
vs.
Edward B. Conklin et. al. Defendants

Court of Common Pleas, Union County, Ohio
Marysville March 31st 1885
To the Clerk of said Court:-

Procedure

4758

Issue Order of Sale in the above case returnable according to law. A.H. Beghtler Atty for Plaintiff

Afterwards on the 3rd day of April A.D. 1885, the following Order of Sale was issued by the Clerk of said Court, to-wit:-

Order of Sale

4758

The State of Ohio
Union County, ss.

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 Union at the February Term A.D. 1885 in a certain Petition for Partition, now pending in said Court, wherein Elnora A. Lombard petitioner, and Ed. B. Conklin 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, to-wit: Lots No. Thirty four and Thirty Six (34 and 36) in the Village of Unionville Centre. Appraised at $350.00; and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term; and have you there and there this Writ.

Seal

Witness my hand and the Seal of the said Court, at Marysville, O this 3rd day of April A.D. 1885. J. D. Burgner Clerk.

Sheriff's Return

Sheriffs Return

As commanded by this Writ, I have caused the lands and tenements herein described, to be duly advertised for thirty days next preceding the day of sale, in the Marysville Times a newspaper printed and in general circulation in Union County, Ohio: and on the 9th day of May A.D. 1885, at 2 o'clock P.M. on said day, at the door of the Court House in said County, I offered for sale, at public auction, the lands and tenements described in this Writ: Then and there came W. B. A. Dunfee, who bid for the same Two-hundred and Thirty Four Dollars said sum being more than two-thirds the appraised value; and he being the highest and best bidder was declared purchaser. -- Service 3.9, Indorsg 1.28, Copy to sheriff 30, Poundage 1.7½ Total $3.63. M. Hopkins Sheriff Union County, Ohio.

Afterwards on the 22nd of May A.D. 1885 the following Proof of Publication was filed with the Clerk of said Court, to-wit:-

Proof of Publication

Elnora A. Lombard
vs
Ed. B. Conklin et. al.

Sheriff's Sale.
Order of Sale in Partition

4758

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, May 9th 1885, 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 Centre, County of Union, State of Ohio and being known and described as follows: Lots No. 34 and 36 in the village of Unionville Centre, Union County, Ohio- Appraised at $300.00
Terms of sale, cash.
Marion Hopkins, Sheriff-
A.H. Brighter, Attorney- April 4th 1885-w.5: fcf. $6.00

Proof of Publication

A.H. Brighter being duly sworn says he is the Editor of the Marysville Times, a weekly newspaper, published in Marysville Union County, Ohio, and having a general circulation therein, and that the annexed Advertisement was published in said Newspaper five consecutive weeks, the first insertion being on the 4th day of April 1885, and the last on the 2nd day of May, 1885-

A. H. Brighter.

Sworn to and subscribed by A.H. Brighter before me, this 22nd day of May 1885-

J. Q. Burganer Clerk.

Afterwards, on the 18th day of May A.D. 1885, an Entry was made on the journal by the Clerk of said Court-which reads as follows, to-wit:-

Entry 4758

Elnora A. Lombard
vs.
Edward B. Conklin et. al.
} Union Common Pleas.

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 said Sheriff is ordered by deed duly executed to convey said premises to W. B. A. Dunfee the purchaser. It is further ordered that the Sheriff out of the proceeds of sale, pay first to the treasurer of Union County, all taxes assessed against said premises and remaining unpaid Amounting to $
Secondly, to the Clerk of this Court the costs of this action including a counsel fee of Twenty dollars to A.H. Brighter for his services herein, taxed to $
Thirdly to S.M. Dockum Administrator of the estate of Catherine Conklin dec'd the sum of One Hundred and Ten Dollars for the payment of the debts of said decedent and the costs of administration.
Fourthly, To the plaintiff, Elnora A. Lombard the one sixth of the balance, to-wit the sum of $
To the said Edward B. Conklin one sixth of the balance
To the said Mary E. Joyner one sixth of the balance
To the said Galena Snow one sixth of the balance
To the said Attisca Conklin one sixth of the balance
To William Conklin one sixth of the balance.

Afterwards on the 25th day of May 1885 the following entry was made on the Journal of said Court.

Entry 4758

Elnora A. Lombard
vs.
Edward B. Conklin et. al.
} Court of Common Pleas, Union County, Ohio.

It is ordered by the Court that a writ issue in this case to the Sheriff of the County commanding him to put the purchaser of the lands and tenements in the petition described, W. B. A. Dunfee, in possession of the same.

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Pleas before Isaac Morrow 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 Sub-Division of the Tenth Judicial District of the State of Ohio, on the 19th day of October in the year of our Lord one thousand eight hundred and eighty-five. Heretofore, to-wit:- On the 23rd day of September A.D. 1884, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

Spruce Hensel Plaintiff

vs.

Frank Hensel a minor 18 years old, Mary Hensel, a minor 12 years old, Mattie Hensel, a minor 10 years old, Forest Hensel, a minor 7 years old, heirs at law of Henry Hensel deceased and Martha Hensel, widow of said Henry Hensel deceased Defendants

Court of Common Pleas
Union County
Ohio

Petition
Action for Partition.

4623

Plaintiff has a legal right to and is seized in fee simple as daughter and one of the heirs at law of Henry Hensel deceased of the undivided one fifth part of the following real estate situate in Jerome Township, Union County, Ohio, bounded and described as follows:-

1st Tract- Beginning at a stake at low water mark on the West bank of Big Darby Creek and South East corner of George Converse land, thence with his line S. 62° 30' W. 4.74 feet to a stone in the center of North Avenue, thence with the centre of said Avenue S. E. 2.00 feet to a stone, thence N. 79° E 4.48 feet to a white Ash and stone on the bank of Darby thence with the meanderings thereof to the place of beginning. Containing three acres and 79 square rods more or less being a part of Survey No. 4128.

2nd Tract:- Situate in the County, Township and State aforesaid and bounded and described as follows:- Part of Survey No. 10708 Beginning at a Burr oak in the centre of the road running Easterly from the Plain City and California Pike to Darby Creek- thence S. 2½ E 102½ feet to a stone- thence S. 68½° W. 340½ feet to the centre of the Plain City and California Pike- thence North with the centre of said Pike 85- feet to the centre of said first-mentioned road- thence N 64½ E with the centre of said road to the place of beginning, containing one half of an acre more less. Said last-described tract was conveyed to said Henry Hensel dec'd with the following exception in the deed, viz: "This conveyance is made with the express understanding that there is to be a twenty foot alley on the East end of the above described piece of ground as shown by a plat of said premises made by D. J. Converse A. D. 1873." The defendant- Martha Hensel as widow of said Henry Hensel dec'd is entitled to dower in said premises. The defendants Frank Hensel, Mary Hensel, Mattie Hensel and Forest Hensel are tenants in common with plaintiff in said premises subject to said dower in the following proportions: One fifth belongs to Frank Hensel, a son of said Henry Hensel, and a minor over 14 years of age who resides in Union County, Ohio. One fifth each to Mary Hensel and Mattie Hensel daughters of Henry Hensel and minors under 14 years of age, who reside in Union County, Ohio- and one fifth to Forest Hensel a son of said Henry Hensel and a minor under 14 years of age, who resides in Union County, Ohio. Plaintiff desires to have her interest set off to her in severally, and prays that the

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Dower of said Martha Hensel may be assigned to her and that subject thereto partition may be made, or if that can not be done without manifest injury, that such proceedings may be had as are authorized by law.

Brodrick & McCampbell Attorneys for Plaintiff.

The State of Ohio }
Madison County, ss. } Annie Hensel, Plaintiff being duly sworn on her oath say that the facts stated in the foregoing petition are as she verily believes true

Annie Hensel.

Sworn to by said Anna Hensel before me, and signed by her in my presence this 22nd day of September A.D. 1884. H. W. Rowe J. P.

Praecipe — To Clerk of Union Common Pleas:-

Issue Summons in above case on defendants Frank Hensel a minor over 14 years of age, Mary Hensel, Mattie Hensel and Forest Hensel minors under 14 years of age and Martha Hensel to Sheriff of Union County, Ohio, returnable according to law and indorse "Action in Partition and Dower" - Brodrick & McCampbell Attys for Plaintiff

On the 23rd day of September A.D. 1884, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons — The State of Ohio } Summons.
Union County ss. } To the Sheriff of the County of Union, Greeting:-

4623 — We command you to notify Frank Hensel, a minor 18 years old, Henry Hensel, a minor 12 years old, Mattie Hensel a minor 10 years old, and Forest Hensel a minor 7 years old and Martha Hensel that they have been sued by Annie Hensel in the Court of Common Pleas of Union County, and that unless they answer by the 25th day of October A.D. 1884, the petition of said Annie Hensel against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly

You will make due return of this summons on the 6th day of October A.D. 1884

Witness my hand and the seal of said Court, this 23rd day of September A.D. 1884

J. R. Bengree Clerk (Seal)

Endorsed: An Action for Partition and Dower. Brodrick & McCampbell Pffs. Attys.

Said Writ returned and filed Sept. 27th 1884, endorsed as follows, to-wit:-

Sheriffs Return — The State of Ohio } Sheriff's Return
Union County, ss } Received this Writ Sept. 23rd A.D. 1884, at 11 o'clock A.M. and forwarded it in command, on the 27th day of September A.D. 1884, I served the same by delivering a certified copy thereof with the endorsements thereon to each of the within named defendants & also delivered a true copy of this writ to Martha Hensel the person with whom said minors reside ~ ~Service 2.00, mileage 2.00, Copy 1.00 Total $3.00~ John Hobensack Sheriff

Afterwards on the 12th day of December A.D. 1884, an Entry was made on the journal by the Clerk of said Court which reads as follows, to-wit:-

Entry — Annie Hensel Plaintiff
vs.
Frank Hensel et al. Defendants

Court of Common Pleas, Union County, Ohio.

4623 — This day came the plaintiff and moved the Court for the appointment of a guardian ad litem for the infant defendants herein, viz: Frank Hensel, Mary Hensel, Mattie Hensel and Forest Hensel and the Court do thereupon appoint W. P. Hoopes as such Guardian ad litem

Afterwards on the 12th day of December A.D. 1884 the following Answer of Guardian ad litem was filed with the Clerk of said Court, to-wit:-

Answer
4623

Annie Hensel Plaintiff
vs.
Frank Hensel et.al. Defendants

Court of Common Pleas of Union County, Ohio
Answer of Guardian ad litem.

And now comes W. T. Hoopes heretofore appointed by this Court as Guardian ad litem for the defendants Frank Hensel, Mattie Hensel and Forest Hensel and for answer to plaintiffs petition herein filed says that he is not advised as to the several matters set forth in plaintiffs said petition and therefore demands proof of the same. And this defendant asks the Court to fully protect the interests of said several defendants as fully as they may require. W. T. Hoopes Guardian ad litem
For Frank Hensel et. al.

Afterwards on the 22nd day of April A.D. 1885 the following Answer was filed with the Clerk of said Court to-wit:-

Answer
4623

Annie Hensel Plaintiff
vs.
Frank Hensel et. al. Defendants

In the Court of Common Pleas of Union County Ohio
Answer of Martha Hensel.

And now comes the said defendant Martha Hensel and for her answer herein says that she hereby waives the assignment of dower by metes and bounds and consents to the sale of the premises in plaintiffs petition described, free and discharged from her said dower therein, and she elects to take the reasonable value thereof in money. The defendant says that her age is 44 years on the 15th day of October A.D. 1885.
Martha Hensel

The State of Ohio
County of Madison ss.

The said defendant Martha Hensel being sworn makes oath that the facts stated in the foregoing Answer are as affiant believes true.

Sworn to by said Martha Hensel before me and signed by her in my presence this 21st day of April A.D. 1885
Howard C. Black Notary Public [Seal]

Afterwards on the 12th day of Dec. A.D. 1884, an Entry was made on the journal by the Clerk of said Court which reads as follows to-wit:-

Entry
4623

Annie Hensel
vs.
Frank Hensel et. al.

Court of Common Pleas, Union County, Ohio.

This day this cause came on for hearing upon the petition, the Answer of Frank Hensel, Mary Hensel, Mattie Hensel and Forest Hensel by their Guardian ad litem W. T. Hoopes Esq. and the evidence, on consideration whereof the Court do find that the necessary legal service of summons has been made upon all of said defendants and that the statements in said petition are true, that the said Martha Hensel widow, is entitled to dower in the premises described in the petition and that subject thereto the said plaintiff Annie Hensel is seized of, and has a legal right to the undivided one fifth 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 Martha Hensel, the said Frank Hensel is seized of and has a legal right to the undivided one fifth part thereof, the said Mary Hensel to the undivided one fifth part thereof, the said Mattie Hensel to the

Writ of Partition & Dower
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undivided one fifth part thereof and the said Forest Heusel to the undivided one fifth part thereof. And no reason appearing why partition should not be made, It is therefore ordered, adjudged and decreed that the said Martha Heusel be endowed of one full equal third part of said premises and that subject thereto partition of said estate be made; and that an order issue to the Sheriff of the said County of Union commanding him that by the oaths of F. J. Sager, George M. Rickard and Oscar McClure, three judicious and disinterested freeholders of the county (who are not of kin to either party) and who are hereby appointed Commissioners for that purpose, he set off and assign such dower to the said Martha Heusel according to law, and that by the like oaths of the said named commissioners he cause to be set off and divided to the said plaintiff and to each of the said defendants the part and 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 metes and bounds without injury to the value thereof, they appraise the same both subject to, and also free from the dower of the said Martha Heusel. And if said premises are appraised that they be appraised in two separate parcels as described in the petition. And in his proceedings herein the said Sheriff make due return without unnecessary delay.

On the 13th day of December A.D. 1887 the following Writ of Partition and Dower was issued by the Clerk of said Court, to-wit:-

Writ of Partition + Dower 4623.

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

We command you, that without delay, by the oaths of F. J. Sager, George M. Rickard and Oscar McClure you cause to be set off and assigned to Martha Heusel widow of Henry Heusel, late of said county deceased one full equal third part of the real estate hereinafter described; and that in like manner by the like oaths of the same men, you cause partition to be made of the following real estate, situate in said Union County Ohio:- First Tract: Situate in the Township of Jerome, County of Union and State of Ohio. Part of Virginia Military Survey No. 5128. Beginning at a stake at low water mark on the West bank of Big Darby Creek and South East corner of George Converse land, thence with his line S. 62° 30' W. 5.74 feet to a stone in the centre of North Avenue, thence with the centre of said Avenue S. E 200 feet to a stone, thence N. 79° E. 5.48 feet to a white ash and stone on the bank of Darby, thence with the meanderings thereof to the place of beginning. Containing three acres and 79 square rods more or less.

Second Tract:- Situate in the Township of Jerome, County of Union and State of Ohio. Part of Virginia Military Survey No. 10708. Beginning at a bee oak in the centre of the road running easterly from Plain City and California Pike to Darby Creek, thence S. 25½° E 102½ feet to a stone, thence S. 68½° W. 34 0½ feet to the centre of the Plain City and California Pike, thence N. with the centre of said Pike 85 feet to the centre of said first-mentioned road, thence N. 64½° E with the centre of said road to the place of beginning. Containing one-half acre more or less. It is understood that there is a twenty foot alley on the East end of the above described piece of ground as shown by a plat of said premises made by D. J. Converse A.D. 1873. Subject to said dower estate, among the persons named herein, and in the following proportions, to-wit:- To Annie Heusel one-fifth part; To Frank Heusel one-fifth part: To Mary Heusel one fifth part; To Hattie Heusel one fifth part; To Forest Heusel one fifth part. In pursuance of an order lately made in our Court of Common Pleas within and for the said County of Union in a

certain petition for partition and dower, wherein the said Annie Hensel is petitioner and Frank Hensel, Mary Hensel, Mattie Hensel, Forest Hensel and Martha Hensel are respondents; and that your proceedings in the premises you distinctly certify, under your hand to our said Court forthwith.

[Seal] Witness my hand and the seal of the Court of Common Pleas, at the Court House in Marysville this 13th day of Dec. A.D. 1884. J. L. Burgner Clerk.

Sheriffs Return

Sheriffs Return

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of F. J. Sager George M. Richard and Oscar Mc Cune causing Dower to be assigned to Martha Hensel widow of Henry Hensel deceased and partition to be made of the premises in said Writ described, (and the said Commissioners being of the opinion that the said premises can not 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 3.00, Summoning and Swearing Cowe 1.20, Total $4.80, Commissioners 3.00, Surveyor and Report of Commissioners 4.00~~ Given under my hand this 15th day of Dec. A.D. 1884

John Habensack Sheriff &c. by C.

Commissioners Report

Commissioners Report 4623

Annie Hensel
vs.
Frank Hensel et. al.

} Union County ss Court of Common Pleas.
In Partition and Dower.

According to the command of the Writ of Partition and Dower in this case issued, and on call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, do set off and assign and partition said property as follows, to wit:-
—And we do make partition of the same, subject to said dower, as follows, to wit:-
To Frank, Mary, Mattie and Forest Hensel and subject to the dower estate of Martha Hensel jointly: The following described property, to wit: First Lot Situate in the Township of Jerome in the County of Union, State of Ohio - Part of Virginia Military Survey No 5128: - Beginning at a stake at low water mark on the West Bank of Big Darby Creek South East corner to George Converses land, thence with his line S. 62° 30' W. 574 feet to a stone in the center of Argyle Avenue, thence with the center of said Avenue S. 8° E 200 feet to a stone, Thence N. 79° E 548 feet to a white ash and stone on the bank of Darby Creek, thence with the meanderings thereof to the place of beginning containing 3 acres and 79 square rods of land more or less. Also to the same persons in the same way the following described lot. Second Lot. Situate in the Township of Jerome, County of Union, State of Ohio. Being part of Virginia Military Survey No. 10708 Beginning at the point where the center of the Darby and Sugar Run Gravel Road intersects the Plain City and California Gravel Road, thence Southerly with the center of said Plain City and California Gravel Road 8 5 feet, thence S. 68 1/2° E 176 1/2 feet to a stake, thence N. 25 1/2° W 94 feet to the center of the Darby and Sugar Run Gravel Road, thence with center of said Gravel Road to the place of beginning S. 64 1/2° W. 178 feet and containing 4/10 of an acre more or less. To the said Annie Hensel as her one fifth equal part - clear of the Dower of Martha Hensel, the following described Lot: Situate in Jerome Township County of Union and State of Ohio. being part of Virginia Military Survey No. 10708. Beginning at a bur oak tree one of the corners of said Survey No 10708 in the center of the Darby and Sugar Run Gravel Road, thence with a line of

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Entry 4623

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said Survey S. 25 ½° E 102 ½ feet to a stake, Thence S. 68 ½° W. 164 feet to a stake, thence N. 25 ½° W. 94 feet to the centre of said Gravel Road, Thence with the centre of said Gravel Road N. 64° 30' E. 164 feet to the place of beginning containing 3/8 of an acre more or less and subject to an alley off of the eastern end of said lot 20 feet wide. For further and more complete description of the three above described lots reference is hereby made to the plat herewith filed. And upon actual view of the premises, we do estimate the value of the same, subject to said Dower estate at Fifteen Hundred Dollars, and we do estimate the value of said Property free from said dower at (2000.00) Two Thousand Dollars

Henry Hensel Est.
Near Plain City.
F. J Sager Surv.

Commissioners fees F. J. Sager 1.00, G. M. Rickard 1.00, O. McCune 1.00, F. J. Sager Survey + Plat 4.00.

Given under our hands this 15th day of December A. D. 1884

George M. Rickard
O. B. McCune
F. J. Sager
} Commissioners

Afterwards on the 17th day of December A. D. 1884 the following entry was made on the Journal of said Court, to-wit:—

Entry

Annie Hensel
vs.
Frank Hensel et. al.
} Court of Common Pleas, Union County, Ohio

46.23

This day this cause came on to be heard on motion by the plaintiff to confirm the report of the Commissioners heretofore

appointed herein, and upon producing the return of the Sheriff and the report of said Commissioners, and the same having been examined by the Court, and found in all respects correct and that said report has been made in conformity to the best interests of all parties concerned and which the Court do find for the best interest of all said parties hereto, the said proceedings and report are hereby approved and confirmed. It is therefore ordered and decreed that the said Martha Hensel have her right of dower in all the lands described in said report except that part of the same set off and assigned to the plaintiff Annie Hensel, and that she be forever barred from any and all right of dower in all or any part of said premises so set off and assigned to said Annie Hensel and that the said Annie Hensel hold in severalty to her, her heirs and assigns forever free and discharged of the dower interest therein of the said Martha Hensel the premises so set off and assigned to her in said report. And to the said Frank Hensel Mary Hensel, Mattie Hensel, and Forest Hensel in common and subject to the dower interest of said Martha Hensel the premises so set off and assigned to them in said report. And it is further ordered that the costs of this action including a counsel fee of $41.25 to Broderick & Wm. Campbell Attorneys for services herein taxed at $62.25 be paid by the said parties in the following proportions, to-wit:- The plaintiff Annie Hensel the one-fifth part thereof $12.47 the defendant Frank Hensel the one fifth part thereof $12.47. The defendant Mary Hensel the one fifth part thereof $12.47 The defendant Mattie Hensel the one fifth part thereof $12.47, The defendant Forest Hensel the one fifth part thereof $12.47

Afterwards on the 28th day of March A.D. 1885, an Entry was made on the Journal of said Court which reades as follows, to-wit:-

Entry 4623

Annie Hensel
vs.
Frank Hensel et al.
} Court of Common Pleas, Union County Ohio.

This day this cause came on to be heard upon the motion of all the parties herein (the said minor defendants being represented by their legally appointed and qualified guardian Benjamine W. Evans) to set aside the entry made at the last term of this Court and to sell said premises, and the Court finding that neither of the parties elected to take said premises and the said Martha Hensel widow, having by her answer waived her dower by metes and bounds and asked that in lieu thereof its value be paid her in money, and the said Commissioners having appraised said premises at Two Thousand Dollars, the Court do therefore set aside said entry of last Term dividing said premises and it is on motion of the plaintiff and by consent of all parties interested, as aforesaid, ordered that said premises be sold at public auction free of the dower of the said Martha Hensel and that an order issue therefor to the Sheriff of Union County Ohio to sell the same in two lots the house and two lots in one tract and the 3 79/160 acres in the other tract. And the said Sheriff is ordered to return his proceedings to this Court without unnecessary delay.

Afterwards on the 13th day of April A.D. 1885, the following Order of Sale was issued by the Clerk of said Court, to-wit:-

Order of Sale

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

In pursuance of an Order of our Court of Common Pleas, within and for the County of Union at the Term A.D. 1885 in a certain petition for partition, now pending in said Court, wherein Annie

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Order of Sale 4623

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Hensel is petitioner, and Frank Hensel et. al. are respondents, we commend you that without delay, you proceed to sell at public auction, the lands and tenements in said petition described, to-wit:- First Tract: Situate in the Township of Jerome, County of Union and State of Ohio. Part of Virginia Military Survey No. 4128 Beginning at a stake at low water mark on the West bank of Big Darby Creek and S.E. corner of George Converse land; thence with his line S. 62° 30' W. 5.74 feet to a stone in the centre of North Avenue; thence with the centre of said Avenue S. E. 200 feet to a stone; thence N. 79° E. 5.48 feet to a white oak and stone on the bank of Darby; thence with the meanderings thereof to the place of beginning containing three acres and 79 square rods more or less.
Second Tract: Situate in the Township of Jerome, County of Union and State of Ohio. Part of U. M. Survey No. 10705 beginning at a beech mark in the centre of the road running Easterly from the Plain City and California Pike to Darby Creek, thence S. 23½° E. 102½ feet to a stone; thence S. 65½° W. 34½ feet to the centre of the Plain City & California Pike: thence North with the centre of said pike 85 feet to the centre of said first mentioned road; thence N. 64½ with the centre of said road to the place of beginning containing one half acre more or less. Appraised at $2000. Free from Dower; and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term, and have you then and there this Writ.

Seal

Witness my hand and the seal of the said Court, at Marysville this 13th day of April A.D. 1885 J.L. Burgner, Clerk

Sheriff's Return.

As commanded by this Writ, I have caused the lands and tenements herein described, to be duly advertised for thirty days next preceding the day of sale, in the Marysville Tribune a newspaper printed and in general circulation in Union County Ohio: and on the 16th day of May A.D. 1885, at 2 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 and there came Enoch C. Ashbaugh who bid the sum of one thousand three hundred and thirty four dollars ($1334.00) said sum being more than two thirds the appraised value; and he being the highest and best bidder he was declared the purchaser.

Fees Service 36, Mileage 1.76, Copy to printer 30 Poundage 10.00 Total $12.36. Printers fees 16.50

M. Hopkins Sheriff Union County Ohio
By. A. H. Goodwin Deputy.

Afterwards, on the 22nd day of May A.D. 1885, the following Proof of Publication was filed with the Clerk of said Court, to-wit:-

Order of Sale 4623

Annie Hensel
vs.
Frank Hensel et. al.

Court of Common Pleas, Union County, Ohio
Our Order of Sale in Partition

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union Co. O. I will offer at Public Sale at the North door of the Court House, in Marysville Ohio, on Saturday, May 16th 1885, at or about the hour of one o'clock P. M. on said day, the following described real estate, to-wit: Situate in the Township of Jerome, County of Union and State of Ohio and being known and described as follows: First Tract: Part of U. M. Survey No. 4128, beginning at a stake at the low water mark on the West bank of Big Darby Creek and S. E. corner of George Converse's land

thence with his line South 62° 30' W. 5.74 feet to a stone in the center of Grove avenue; thence with center of said Avenue S. E. 200 feet to a stone; thence north 79° E. 54.8 feet to a white ash and stone on the bank of Darby; thence with the meanderings thereof to the place of beginning containing three acres and 79 square rods more or less. Second Tract: Situated in the township of Jerome County of Union, State of Ohio: Part of U. M. Survey No. 10 70 8, beginning at a box oak in the center of the road running easterardly from Plain City and California pike to Darby Creek; thence South 25½° E 102½ feet to a stone thence south 65½° W 360½ feet to the center of the Plain City and California pike; thence north with the center of said pike 8 feet to the center of the first mentioned road; thence north 64½° with the center of said road to the place of beginning, containing one half acre more or less. To be sold free from dower Appraised at $200.00 Terms of Sale - one third cash - one third in one year and one-third in two years to be secured by mortgage on the premises

Marion Hopkins Sheriff of Union County, Ohio.

Brodrick and Mc Campbell, Attorneys. April 15th, 1885 - 4m pf $16.40

-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 April 15th 1885.

W. O. Shearer.

Sworn to and Subscribed before me, this 22 day of May 1885.

J. D. Burgner Clerk. [Seal]

Afterwards on the 18th day of May A. D. 1885, an Entry was made by the journal by the Clerk of said Court which reads as follows, to wit:

Entry 4623

Annie Hensel Plaintiff
vs.
Frank Hensel, et. al. Defendants. } Journal 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 the deed duly executed to convey said premises to the purchaser, Enoch E. Ashbaugh, free of dower of the said Martha Hensel. And the said Martha Hensel having by her Answer elected to receive in lieu of her dower, its value in money the Court find the fair and reasonable value thereof to be $308.16

It is further ordered that out of the proceeds of said sale the Sheriff pay:-
1st To the Treasurer of Union County, Ohio $7.08 being the taxes due on said premises
2nd To the Clerk of this Court the costs of this action, including a counsel fee of $41.68 to Brodrick & Mc Campbell for their services herein, taxed at $97.63
3rd To the said Martha Hensel, the said sum of $308.16 as and for her full dower in the said premises
4th To the said Annie Hensel plaintiff, one fifth of the notes given for the deferred payments. To the said Frank Hensel, also one fifth of the notes given for the deferred payments and to the said Mary Hensel, Mattie Hensel and Forest Hensel each one-fifth of the notes given for the deferred payments.

Afterwards on the 19th day of May A. D. 1885, the following motion was filed with the Clerk of said Court, to-wit:-

Motion 4623

Annie Hensel
vs.
Frank Hensel
Mattie Hensel

4623

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Order of Sale 4623

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Motion 4623

Annie Hensel Plaintiff
vs.
Frank Hensel, Mary Hensel,
Mattie Hensel, Forest Hensel
Defendants

Court of Common Pleas.
Union County Ohio
Ass Partition.

Now comes D. M. Evans Guardian for Frank, Mary, Mattie and Forest Hensel infant children of Henry Hensel Dec'd and moves the Court to set aside the confirmation of sale herein to Aslebaugh for the reasons following:-
First: There was no reason that said property would not be partition but the same was partitioned.
Second: The pretended sale was to said Aslebaugh was not made at public out cry to the highest bidder but was a private sale made after the day on which it was advertised.
Third: The property was sold for only two thirds of the appraisement, to-wit: $1534 whereas it would have sold for several hundred dollars more if sold at public out-cry to the highest bidder.
Fourth: The property was sold for much less than its real value.
Fifth: Two parcles of land were sold together whereas they would have sold for much more offered separately. For the said reasons the said guardian moves the Court to set aside said confirmation and sale. P. R. Cole & Sandlys for Jour-

Afterwards on the 29th day of May A.D. 1885, an Entry was made on the Journal of said Court which reads as follows; to-wit:-

Entry 4623

Annie Hensel
vs.
Frank Hensel et. al.

Court of Common Pleas, Union County Ohio.

This day this cause came on for hearing on motion of part of the defendants by their guardian to set the entry of the confirmation of the sale herein made, and also to set aside said sale and for a new sale herein, and the same was argued by counsel and submitted to the Court on affidavits and evidence. On consideration whereof the Court do sustain motion and said entry and said sale are hereby set aside and held for naught and a new sale is ordered herein to be sold in separate tracts and the appraisement to be equally divided between both tracts, being the 3½ acres in one tract and the house and two lots in another tract and on good cause shown the said sale is ordered by the Court to be held on the said premises.

Afterwards on the 29th day of May A.D. 1885, an Order of Sale was issued by the Clerk of said Court which reads as follows, to-wit:-

Order of Sale 4623

The State of Ohio } Order of Sale in Partition
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 May Term A.D. 1885 in a certain Petition for partition, now pending in said Court, wherein Annie Hensel is petitioner and Frank Hensel et als are respondents, we command you that without delay, you proceed to sell at public auction on the premises in separate tracts the lands and tenements in said petition described, to-wit:
First Tract: Situate in the Township of Jerome, County of Union and State of Ohio. Part of U. M. Survey No. 5128, Beginning at a stake at low

water mark on the west bank of Big Darby Creek and S.E. corner of George Converse land, thence with his line S. 62° 30' W. 5 74/100 to a stone in the center of North Avenue; thence with the center of said Avenue S.E. 200 feet to a stone; thence N. 79 E 5 48 feet to a white ash and stone on the bank of Darby, thence with the meanderings thereof to the place of beginning Containing three acres and 79 square rods more or less. (Appraised at $1000.00). Second Tract: Situate in the Township of Jerome, County of Union, Ohio. Part of U.M. Survey No. 10 708 Beginning at a bur oak in the center of the road running Eastwardly from the Plain City and California pike to Darby Creek, thence S. 25½° E. 10 2/4 feet to a stone, thence S. 68½° W. 3 70/100 feet to the center of the Plain City and California pike: thence N. with the center of said pike 8 ½ feet to the center of the first mentioned road; thence N. 64½° with the center of said road to the place of beginning, Containing one half acre more or less. First Tract appraised at $1000.00 Second Tract appraised at $1000.00 Appraised at 1st Tract $1000.00 2nd Tract $1000.00 free from the dower estate of Martha Hensil, and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term and have you then and there this Writ.

Witness my hand and the Seal of the said Court at Marysville this 29th day of May A.D. 1885 J. Q. Brugner Clerk By W. M. Wright Deputy Clerk

(Seal)

Sheriffs Return.

As commanded by this Writ, I have caused the lands and tenements herein described to be duly advertised for thirty days next preceding the day of sale in the Marysville Tribune a newspaper printed and in general circulation in Union County, Ohio: and on the 3rd day of July A.D. 1885, at 2 o'clock P.M. on said day on the premises in said County, I offered for sale at public auction the lands and tenements described in this Writ: and then and there came E.J. Rose who bid the sum of Seven Hundred and Forty-three Dollars for the second described tract, said sum being more than two-thirds the appraised value; and he being the highest and best bidder was declared purchaser. First-described tract not sold for want of bidders. — Service 30 Mileage 1 92 Copy to printer 30 Poundage 5 48 Total $7.10 — W.M. Hopkins Sheriff of Union County, Ohio.

Afterwards on the 18th day of August A.D. 1885, the following Proof of Publication was filed with the Clerk of said Court, to-wit:-

Proof of Publication

Annie Hensel
vs.
Frank Hensel et al.

4623

Sheriffs Sale
Order of Sale in Partition
Court of Common Pleas, Union County Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas Union County Ohio, I will offer at public sale on the premises in Jerome Township, in separate tracts, on Friday July 3rd 1885, at or about the hour of one o'clock P.M. on said day the following described real estate, to-wit: First Tract- Situate in the Township of Jerome, County of Union and State of Ohio, and being known and described as follows: Part of Virgin Military Survey No. 5128 beginning at a stake at low water mark on the West bank of Big Darby Creek and south east corner of George Converse's land; thence with his line south 62° 30' west 5 74 feet to a stone in the center of North Avenue thence with the centre of said avenue south east 200 feet to a stone; thence north 79° east 5 48 feet to a white ash and stone on the bank of Darby; thence with the meanderings thereof to the place of beginning, containing three acres and seventy nine square rods, more or less. Second Tract- Situate in the township of Jerome, County of Union and State of Ohio being described as follows:-

Entry 4623

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Order of Sale 4623

Part of Virginia Military Survey No 10708, beginning at a bur oak in the center of the road running eastwardly from the Plain City and California pike to Darby creek, thence South 2½° East 102½ feet to a stone; thence South 68½ West 340½ feet to the center of the Plain City and California pike, thence northwardly with the center of said pike 85 feet to the center of the first mentioned road; thence North 64½° with the center of said road to the place of beginning containing one half acre more or less. First tract appraised at $1000.00 Second tract appraised at $1000.00 Terms of Sale One third cash, one third in one year and one third in two years, secured by mortgage on property sold.

Marion Hopkins, Sheriff.
Brodrick & McCampbell, Attorneys

June 3, 1885 - 5 31 - pf $8.00

The State of Ohio }
Union County, ss. } The undersigned being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with June 3rd 1885. W. O Shuaire

Sworn to and subscribed before me this 8th day of August 1885.

J. Q. Bruguer Clerk.

Afterwards on the 8th day of July A.D. 1885, the following Entry was made on the Journal of said Court to-wit:-

Entry 4623

Annie Hensel.
vs.
Frank Hensel et. al.
} Court of Common Pleas, Union County, Ohio

On motion of the plaintiff and upon producing the return of the Sheriff of his proceedings and sale of the first tract described in said Order of 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 of said first tract are hereby approved and confirmed, and the said Sheriff is ordered by deed duly executed to convey said premises to the purchaser E. J. Rose free of the dower of the said Martha Hensel. And the said Martha Hensel having by her answer elected to receive in lieu of her dower, its value in money, the Court find the just and reasonable value thereof to be $111.13 It is further ordered that out of the proceeds of said sale the Sheriff pay:-

1st To the Treasurer of Union County Ohio the taxes &

2nd To the Clerk of this Court the costs of this action, including a counsel fee of $29.86 to Brodrick & McCampbell for their services herein taxed at &

3rd To the said Martha Hensel the residue of said proceeds of $135.03 leaving $36.50 due her.

4th The Sheriff is ordered out of the proceeds of the first note for the deferred payment to pay the remainder due said Martha Hensel $36.50 and to each of the said Annie Hensel, Frank Hensel, May Hensel, Mattie Hensel and Forest Hensel, one fifth of the residue of said note and

5th Out of the 2nd note for deferred payment to pay each of said last named parties one fifth thereof.

Afterwards on the 7th day of July A.D. 1885 the following Order of Sale was issued by the Clerk of said Court, to-wit:-

Order of Sale 4623

The State of Ohio }
Union County, ss. } Order of Sale in Partition

To the Sheriff of said County, Greeting:-

In pursuance of an Order of our Court of Common Pleas

within and for the County of Union at the May Term, A.D. 1885 - in a certain Petition for Partition, now pending in said Court, wherein Annie Hensel is petitioner and Frank Hensel et al are respondents, we command you that without delay, you proceed to sell on the premises at public auction, the lands and tenements in said petition described, to-wit:- Situate in the Township of Jerome, County of Union and State of Ohio. Part of U.M. Survey No. 5128 beginning at a stake at low water mark, on the West bank of Big Darby Creek and S.E. corner of George Bowers's land, thence with his line S 62° 30' W 5.74 feet to a stone in the center of North Avenue; thence with the centre of said Avenue S.E. 2.00 feet to a stone: thence N 79° E 5.48 feet to a white ash and stone on the bank of Darby, thence with the meanderings thereof to the place of beginning containing three acres and 79 square rods more or less. Appraised at $1000.00 free from the Dower Estate of Martha Hensel and that your 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 Marysville this 7th day of July A.D. 1885-

J. L. Brugner Clerk [Seal]

Sheriffs Return

Sheriffs Return

As commanded by this Writ I have caused the lands and tenements herein described, to be duly advertised for thirty days next preceding the day of sale, in the Marysville Tribune a newspaper printed and in general circulation in Union County, Ohio: and on the 7th day of August A.D. 1885 at 1 o'clock P.M. on said day on the premises in said County, I offered for sale, at public auction the lands and tenements described in this Writ: and then and there came E.J. Bore who bid for the same the sum of Six Hundred Sixty-six and 67/100 Dollars for first described tract said sum being more than two-thirds the appraised value, he being the highest and best bidder was declared purchaser. Service $3, Mileage 1.92, Copy to Purdee $3, Poundage $1.00, Recording Mortgage 1.25, Total $8.17, Printers Fees $11.00

W. Hopkins Sheriff, Union County, Ohio

Afterwards on the 18th day of August A.D. 1885 the following Proof of Publication were filed with the Clerk of said Court, to-wit:-

Proof of Publication

Annie Hensel
as
Frank Hensel et al.

Order of Sale in Partition
Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas Union County, Ohio, I will offer at public sale on the premises in Jerome Township, on Friday, August 7th 1885, at or about the hour of one o'clock P.M. on said day the following described real estate to-wit:- Situate in the Township of Jerome, County of Union, and State of Ohio and being known and described as follows: Part of Virginia Military Survey No. 5128 beginning at a stake at low water mark on the west bank of Big Darby Creek and South East corner of George Bowers land; thence with his line South 62° 30' west 5.74 feet to a stone in the center of North Avenue; thence with the centre of said avenue South East 2.00 feet to a stone; thence North 79° East 5.48 feet to a white ash and stone on the bank of Darby; thence with the meanderings thereof to the place of beginning containing three acres and seventy nine square rods more or less. Appraised at $1000.00. Terms of Sale One third cash; one-third in one year and one third in two years, secured

by mortgage
July 8th 1885,
The State of
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Sworn to

Affidavit
made on
Annie H
vs.
Frank H

Entry

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by mortgage on property sold. Marion Hopkins Sheriff.
Brodrick & McCampbell Attorneys
July 8th 1885, - 5 W - pf $11.00
The State of Ohio }
Union County, ss. } The undersigned, being duly sworn says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune," a newspaper of general circulation in the County of Union the first publication beginning with July 8th 1885. W. C. Shearer.
Sworn to and subscribed before me, this 18th day of August 1885.
J. Q. Burgner Clerk.

Afterwards on the 21st day of October A.D. 1885, the following Entry was made on the journal of said Court, to-wit:-

Entry
4623

Annie Hensel }
vs. } Court of Common Pleas, Union County Ohio.
Frank Hensel et al. }

On motion of the plaintiff and upon producing the return of the sheriff of his proceedings and sale, of the second tract in the original order of sale herein 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 of said second tract are hereby approved and confirmed, and the said Sheriff is ordered by deed duly executed to convey said premises to the purchaser E. J. Rose, free of the dower of the said Martha Hensel. And the said Martha Hensel having by her answer elected to receive in lieu of her dower, its value in money the Court find the just and reasonable value thereof to be $154.02. It is further ordered that out of the proceeds of said sale the Sheriff pay
1st To the Clerk of this Court the costs of this action, including a counsel fee of $13.33 to Brodrick & McCampbell for their services herein taxed at $36.93
2nd To the said Martha Hensel the residue of the cash proceeds of said sale of $185.89 leaving $4.43 due her as payment in full the amount of $36.40 found due her by former order being included and paid herein.
3rd The Sheriff is ordered out of the proceeds of the first note for the deferred payment to pay the remainder due said Martha Hensel $4.43 and to each of the said Annie Hensel, Frank Hensel, Mary Hensel, Mattie Hensel and Forest Hensel one fifth of the residue of said note and
4th Out of the 2nd deferred payment to pay each of said last named parties one fifth thereof.

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

Pleas before his Honor John A. Price, Judge of the Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub Division of the Tenth Judicial District of the State of Ohio on the 9th day of October in the year of our Lord one thousand eight hundred and eighty five. Heretofore, To-wit:- On the 22nd day of September A.D. 1885, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

4908

John B. Miller Plaintiff
against
Jacob Kronskop and J. F. Kronskop Defendants

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

Plaintiff says: that this his action is founded upon a promissory note for the payment of money only of which the following is a copy:-

" $146.75/100 Aug. 23rd 1884 "

" Nine months after date we or either of us promise to pay to the "
" order of John B. Miller, One Hundred and Forty-Six and 75/100 Dollars "
" with interest at eight per cent. Value received Jacob Kronskop "
" J. F. Kronskop. "

There are no credits or indorsements on said note. There is due to the plaintiff from the defendants on said note the sum of one hundred and forty six and 75/100 Dollars with interest thereon at the rate of eight per cent per annum from August 23rd 1884 and for which sum and interest plaintiff asks judgment against defendants

Brodrick & McCampbell Attorneys for Plaintiff

The State of Ohio, }
County of Union ss. } John M. Brodrick being sworn makes oath that he is one of the attorneys for said plaintiff, duly authorized: that this action is founded upon a written instrument for the payment of money, which instrument is now in affiants possession, 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 22nd day of September A.D. 1885. J. Q. Burgner, Clerk.

Praecipe

Clerk:-

Issue summons to defendants, to Sheriff of Union Co. Return-able according to law, Indorse: "Money only: Amount claimed $146 75/100 @ 8% int. from Aug. 23rd 1884 Brodrick & McCampbell Attorneys for Plaintiff

On the 22nd Day of September A.D. 1885, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons

4908

The State of Ohio } Summons in Action for Money Only.
Union County, ss. } To the Sheriff of the County of Union Greeting:-

We command you to notify Jacob Kronskop and J. F. Kronskop that they have been sued by John B. Miller in the Court of Common Pleas of Union County, and that unless they answer by the 24th day of October A.D. 1885 the petition of said John B. Miller against them filed in the Clerks office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 5th day of October A.D. 1885.

Witness my hand and the Seal of said Court this 22nd day of September A.D. 1885 at Marysville, Ohio.

Seal

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

Sheriffs Return

Endorsed: [illegible]

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vs.
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4908

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4931

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Endorsed: Money Only. Amount Claimed $146.75 and interest at 8% from Aug. 23rd 1884
Beardsley and Orr & Campbell Plaintiff Attys.

Said Writ returned and filed Sept. 29th 1885, endorsed as follows, to-wit:-

Sheriffs Return

The State of Ohio
Union County, ss.

Sheriff's Return

Received this Writ Sept. 22 A.D. 1885 at 2 o'clock P.M. And pursuant to its command, on the 24th day of September A.D. 1885, I served the same by leaving a true copy of this summons with endorsements thereon, at the usual place of residence of the within named defendants.- Service 4.0, Mileage 3.04, Copy .40 Total $3.89- M. Hopkins Sheriff By A.H. Goodwin, Deputy.

Afterwards on the 26th day of October A.D. 1885 the following Entry was made on the Journal of said Court, to-wit:-

Entry

J.B. Miller
vs.
Jacob Krouskop and J.H. Krouskop

In Union Common Pleas, Ohio.

4908

Now comes the plaintiff by his attorneys and the defendants being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true, and that said defendants are indebted to plaintiff in the sum of $160.28 with 8% thereon from October 19th 1885. It is therefore considered by the Court that the said plaintiff John B. Miller recover from the said defendants Jacob Krouskop and J.H. Krouskop the said sum of $160.28 with interest at 8% thereon from October 19th 1885 and his costs herein expended taxed at $.

Attest-J.D. Burgner Clerk.
By A.R. Burgner, Deputy.

Pleas before His Honor Caleb H. Norris, 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 19th day of October in the year of our Lord one thousand eight-hundred and eighty-five. Heretofore, on Oct. 10th 1885, the following Petition was filed in said Court:-

J.G. Coleman, Plaintiff.
vs.
Geo. W. Fox, Barbara Fox and Maria Geier, Defendants.

Petition

4931

In Court of Common Pleas,
Union County, Ohio.
Action on Promissory Note.

The plaintiff says that this his cause of action is founded upon a promissory note of which the following is a copy with all credits thereon, viz:-

" $300.00 Marysville, Nov. 22nd 1884"
" Ninety days after date we promise to pay to the order of "
" J.G. Coleman Five Hundred Dollars at - Value received with interest "
" at 7% per annum (Signed) Geo W. Fox "
" Barbara Fox "
" Maria Geier "
"

The following credits appear on said note, viz:- "April 30th 1883, Paid on the within $300.00 Dollars". Plaintiff further says there is due and unpaid on said note the sum of Two Hundred and Fifteen Dollars ($215.00) with interest thereon at the rate of seven (7) per cent per annum from April 30th 1883

Plaintiff therefore prays judgment against said defendants in said sum of $213.00 with interest thereon at the rate of seven (7) per cent per annum from April 30th 1885.

Brodrick & McCampbell Attorneys for Plaintiff

The State of Ohio, }
Union County ss. } Jas. S. McCampbell being duly sworn on his oath says that he is one of plaintiffs attorneys, duly authorized in the premises: that the above action is brought on a written instrument for the payment of money only, which said instrument, a copy of which is above written, is now in affiants possession; and further, affiant says he verily believes the facts stated and allegations made in the foregoing Petition to be true. Jas. S. McCampbell

Subscribed and sworn to by said Jas. S. McCampbell before me this 10th day of October A.D. 1885.

J. D. Burgner, Clerk. [Seal]

Praecipe

To Clerk, Court of Common Pleas:-

Issue Summons on defendants in above entitled case to Sheriff of Union County, Ohio, returnable according to law, and indorse "Action for money only: Amount claimed $213.00 with int at 7 p.c. from April 30th 1885.

Brodrick & McCampbell Attys for Plaintiff.

On the 10th day of October A.D. 1885, a Summons was issued by the Clerk of said Court which reads as follows, to wit:-

Summons

4981

The State of Ohio } Summons in Action for Money Only
Union County, ss. } To the Sheriff of the County of Union, Greeting:-

We command you to notify George W. Fox, Barbara Fox and Maria Geier that they have been sued by J. H. Coleman in the Court of Common Pleas of Union County, and that unless they answer by the 7th day of November A.D. 1885, the petition of said J. H. Coleman against them filed in the Clerks office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 19th day of October A.D. 1885. Witness my hand and the Seal of said Court this 10th day of Oct. A.D. 1885, at Marysville, O. J. D. Burgner, Clerk [Seal]

Endorsed: Money Only: Amount Claimed, $213.00, interest at 7 p.c. from April 30th 1885.

Brodrick & McCampbell Plaintiffs Atty.

Said Writ returned, and filed Oct. 14th 1885. Endorsed as follows, to-wit:-

Sheriffs Return

The State of Ohio. } Sheriffs Returne.
Union County, ss. } Received this Writ Oct. 10th A.D. 1885, at 12 o'clock M. and pursuant to its command, on the 17th day of October A.D. 1885, I served the same by leaving a true copy of this Summons with endorsements thereon at the usual place of residence of the within named George W. Fox and by handing a true copy of this Summons with endorsements thereon to the defendants Barbara Fox and Maria Geier. ---- Service 60, Mileage 16, Copy 60, Total $1.36. W. Hopkins Sheriff

By A. H. Goodwin Deputy.

Afterward on the 13th day of Nov. A.D. 1885, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

4921

J. H. Coleman }
vs. } Court of Common Pleas, Union County Ohio.
Geo. W. Fox et. al. }

This day this cause came on to be heard, and the defendant still failing to answer or demurrer to the petition of plaintiff herein filed, the Court find the allegations therein contained are confessed by them to be true, and that said defendants are indebted to said plaintiff in

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Clerk:-

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the sum of Two Hundred and Twenty two and 44/100 Dollars with interest thereon at the rate of Seven per centum per annum from October 19th 85. It is therefore considered and adjudged that said plaintiff do recover from said defendants said sum of Two Hundred and Twenty two and 44/100 Dollars with seven per cent interest thereon from October 19th 85 and his costs herein expended taxed to $ and execution is awarded therefor.

Attest J. Q. Burgner, Clerk.
By A. R. Burgner, 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 Fourth Judicial District of the State of Ohio on the 17th day of October in the year of our Lord one thousand eight hundred and eighty five, Heretofore, to-wit: On the 17th day of October A.D. 1885, the following petition was filed with the Clerk of said Court, to-wit:-

David Goofree
vs.
John Buskerk & William Williams

Court of Common Pleas, Union County, Ohio
Petition

Petition

7972

Plaintiff says: The defendants John Buskerk and William Williams are indebted to him upon a promissor note of which the following is a copy:- "$150.00 No. 2718. La Rue, O. June 28th 1884"
" on the 28th day of June 1885. We or either of us promise to pay Geo. D. "
" Delander or bearer - One Hundred and Fifty Dollars - value received with "
" eight per cent interest after due to be paid annually and 8 per cent before "
" due. "
John Buskerk "
William Williams "
"
indorsed Geo. D. Delander - There are no other indorsements on said note - Plaintiff is the legal owner and holder of said note - there is due him thereon from said defendants the sum of one Hundred and Fifty Dollars with interest thereon at 8 per cent from the 28th day of June A.D. 1884, Wherefore plaintiff prays judgment against said defendants John Buskerk and William Williams for the said sum of One Hundred and Fifty Dollars and 8 per cent interest thereon from the 28th day of June 1884
S. S. Gardiner Attorney for Plaintiff

State of Ohio
Union County, ss. } S. S. Gardiner being duly sworn say he is attorney for the above named plaintiff herein and duly authorized in the premises - that this action is brought upon a written instrument for the payment of money only which instrument is now in his possession. That the facts and allegations in the foregoing petition are true as he verily believes.
S. S. Gardiner

Sworn to and subscribed before me this 12th day of October 1885.
J. Q. Burgner Clerk. Seal

Praecipe

Clerk:
Issue Summons for defendants to Sheriff of Union Co, returnable according to law - Amount claimed $150.00 and 8 % interest from June 28th 1884.
S. S. Gardiner

On Oct 17th 1885, the following Summons was issued by the Clerk of said Court, to-wit:-

(over)

Summons 4942

The State of Ohio
Union County ss

Summons in Action for Money Only
To the Sheriff of Union County, Greeting:-
We command you to notify John Buskerk and William Williams that they have been sued by David Cooper in the Court of Common Pleas of Union County and that unless they answer by the 14th day of Nov. A.D. 1885- the petition of said David Cooper against them filed, in the Clerks office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 26th day of October A.D. 1885. Witness my hand and the Seal of said Court, this 17th day of October A.D. 1885: at Marysville O. J.Q. Brugner Clerk. {Seal}
Endorsed: Money Only: Amount Claimed, $150. Suit to Rest Int 8% from June 28th 1884.
S.S. Gardiner Pffs Atty.

Sheriffs Return

Said Writ returned and filed Oct 22nd 1885 endorsed as follows, to-wit:-
The State of Ohio, } Sheriffs Return
Union County, ss. } Received this Writ Oct. 17th A.D. 1885 at 9 o'clock A.M.
And in obedience to its command, on the 21st day of October A.D. 1885, I served the same by leaving a true Copy of this Summons with endorsements thereon at the usual place of residence of the within named defendants.
Service 4; Mileage 3.20, Copy 40, Total $4.05 — M. Hopkins Sheriff
By A. H. Goodwin, Deputy

Entry 4942

Afterwards on the 21st day of December A.D. 1885 the following Entry was made on the Journal by the Clerk of said Court, to-wit:-
David Cooper
vs.
John Buskerk and William Williams
Court of Common Pleas, Union County, Ohio.

This day came the plaintiff by S.S. Gardiner his Attorney and the defendants John Buskerk and William Williams being in default for answer and demurrer to the petition of the said plaintiff the Court find the allegations therein are confessed by them to be true and that there is due plaintiff from said defendants John Buskerk and Wm Williams the sum of $167.75 and interest thereon from this date at 8 per cent-
It is therefore considered by the Court that the plaintiff recover of the defendants John Buskerk and Wm Williams the said sum of $167.75 and interest thereon at 8 per cent from this date and his costs herein taxed at $

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

Petition 4871

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Pleas before His Honor Caleb H. Norris 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 19th day of October in the year of our Lord one thousand eight hundred and eighty five. Heretofore to-wit: On the 26th day of August A D 1885, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

Dora Ann Mans and Dowling Mans her husband, Plaintiffs
vs.
Homer F. Huffman, Berlis Huffman, Elden Huffman, Mary Ann Huffman and Almina Huffman, Defendants

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

4871

Plaintiffs say:- on or about the — day of — A D 18— one John Huffman late of Union County, Ohio died intestate seized of an estate in fee simple in the following described real estate:-

I. Situate in the County of Union in the State of Ohio, and in Survey No. 2832, and bounded and described as follows:- Beginning at the South West corner of the School house Lot known as the Danforth school house, thence South West with the East Liberty road to Wm Skidmores North West corner, thence East with said Wm Skidmore North line 57 3/6 poles to a stone, thence S. 11° W. 116 poles to a stone, thence S. 79¼ E. 67 7/2 poles to the road running from West Mansfield to Newton, thence Northwards said road to the South Easterly corner of said Danforth School house Lot, thence ~~N 62 22~~ 10 85 poles to the place of beginning. Containing one hundred four and one half (104½) acres be the same more or less.

II. Also another tract in said County and State, and bounded and described as follows: Commencing in a stone corner of Michael Perkins and in the centre of the road and running South 82½° E. 122 poles to a stone 2 black ash and an Elm being the S. E. corner to Michael Perkins land, thence S. 7¾° W. to a stone 26¼ poles to a stone being corner of J Newlands land - thence N. 82½° W. 122 poles to a black ash stump in the centre of the Newland road, thence N. 7¾° E. 26¼ poles to the beginning - Containing twenty (20) acres of land more or less - Being same premises purchased by S. H. Baldwin of W. Perkins by General Warranty Deed on 20th day of April A D. 1883.

III. Also the following described premises, situate in said County and State and in Survey No. 3443 - and bounded and described as follows:- Beginning at a stone, hickory and beech N. W. corner of said Survey No. 3443, thence S. 82½° E. 122 poles to three beeches and a stone - thence S. 7¾° W. 45½ poles to a stone and stake and N. W. corner of land owned by L. H. Ballinger - thence N. 82½° W. 122 poles to a stone and center of County road thence with said road N. 7¾° E. 45½ poles to the beginning. Containing thirty-five (35) acres more or less - being same premises purchased by said Ballinger of Lewis Bates by deed dated November 18th 1885.

IV. Also the following described premises, situate in said County and State and bounded and described as follows:- Commencing at a stone in the center of the Newland road and running S. 82½° E. 122 poles to a stone (witness 2 beeches, ash and an elm) thence S. 7¾° W. 26¼ poles to a stone (witness 2 beeches, ash and an elm) thence N. 82½° W. 122 poles to a stone in the center of the road, thence N. 7¾° E. 26¼ poles to the place of beginning - Containing twenty (20) acres more or less. Being same premises purchased by said Ballenger of Michael Perkins by deed dated 16th November 1864, Deed from Ballenger

to John Huffman for last-three mentioned tracts made April 4th 1877, and recorded in Vol. 44 P. 332. Excepting from last-three mentioned tracts fifteen acres, sold by J. W. Skidmore as Administrator of Estate of said John Huffman to D. M. Skidmore Leaving sixty acres more or less in the last-three mentioned tracts and excepting also three from ten acres to be sold off the South side of said 60 acres by Almira Huffman as Dowerdian The said John Huffman left Almira Huffman his widow who is entitled to dower in said premises and which said dower has been assigned by proceeding heretofore had in this Court. She resides in said County of Union. The said premises descended to the following persons only heirs and legal representatives of the said John Huffman deceased, subject to said dower.
First: The plaintiff Dora Ann, intermarried with one Darling Maris, she being a daughter of the said John Huffman deceased.
Second: Hannar Isaac Huffman who is a son of the said John Huffman deceased now aged 17 years.
Third: Berlis Huffman who is a son of the said John Huffman deceased, and now aged fourteen (14) years.
Fourth: Eldon Huffman who is a son of the said John Huffman deceased and now aged eleven years.
Fifth: Mary Inis Huffman who is a daughter of the said John Huffman deceased and now aged six (6) years. The parties above named have an undivided estate in said premises in the following proportions, to-wit:-
First: The plaintiff Dora Ann Maris one undivided one fifth in fee.
Second: Hanna Isaac Huffman one undivided one fifth in fee.
Third: Berlis Huffman one undivided one fifth in fee.
Fourth: Eldon Huffman one undivided one fifth in fee.
Fifth: Mary Inis Huffman one undivided one fifth in fee. Plaintiffs therefore prays that Hannar A. Huffman, Berlis Huffman, Eldon Huffman, Mary Inis Huffman and Almira Huffman widow of said John Huffman be made parties defendant to this petition and the plaintiff desiring to hold her said interest in severalty prays that her interest may be set off to her in severalty and partition made if desirable, or if partition cannot without manifest injury be made then that premises may be sold on such other terms as would be just under statute in such case made and provided
Robinson & Piper Attorneys for Plaintiff.

State of Ohio
Union County ss. } Dora A. Maris one of plaintiffs herein being duly sworn according to law says the facts stated and allegations in her foregoing petition are as she verily believes true
Dora A. Maris
Sworn to before me by Dora Ann Maris and by her subscribed in my presence this 18th day of August A.D. 1885. W. H. Plotner, J. P.

Praecipe To Clerk:-
Issue summons upon the foregoing petition directed to Sheriff of Union County, Ohio for defendants Hannar Isaac Huffman and Berlis Huffman minors above the age of fourteen years and for the defendants Eldon Huffman and Mary Inis Huffman under age of fourteen years and Almira Huffman, returnable according to law. Endorse "Petition for Partition".
Robinson & Piper Attorneys for Plaintiff

Summons
4871

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Order
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On the 26th day of August A.D. 1885, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons 4871

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

We command you to notify Hannar Isaac Huffman and Bertis Huffman minors above the age of 14 years Eldon Huffman and Mary Ann Huffman under 14 years of age and Alvira Huffman that they have been sued by Dora Ann Mans and Dowling Mans husband in the Court of Common Pleas of Union County, and that unless they answer by the 26th day of September A.D. 1885 the petition of said plaintiffs against them filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 7th day of September A.D. 1885. Witness my hand and the seal of said Court this 26th day of August A.D. 1885. J.Q. Burgner Clerk. Seal

Endorsed: An action for partition. Robinsons & Pepper Plaintiffs Attorneys.

Said Writ returned and filed Sept 2nd A.D. 1885 endorsed as follows, to-wit:-

The State of Ohio, } Sheriffs Return
Union County, ss. } Received this Writ Aug 26th A.D. 1885 at 2 o'clock P.M. and pursuant to its command, on the 28th day of August A.D. 1885, I served the same by handing the within named defendants Hannar Isaac Huffman and Bertie Huffman a true copy of this writ with the endorsements thereon, and by leaving at the usual place of residence of the within named defendants Eldon Huffman, Mary Ann Huffman and Alvira Huffman a true copy of this writ with endorsements thereon. ~~ Service 90, Mileage 272, Copy 1.00, Total $4.62 ~~ M. Hopkins Sheriff

By A.H. Goodwin, Deputy

Afterwards on the 23rd day of October A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry 4871

Dora Ann Mans & Dowling Mans
vs.
Hannar I. Huffman et. al } An Partition

And now came on this cause to be heard upon the petition and the evidence, 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 thereto. Thereupon the Court further find that the plaintiff Dora Ann Mans and the defendants hereafter named are tenants in common in the estate described in the petition; that the plaintiff Dora Ann Mans has a legal right to the one fifth part thereof, the defendant Hannar I Huffman has legal right to the one fifth part thereof, the defendant Bertis Huffman has legal right to the one fifth part thereof, the defendant Eldon Huffman has legal right to the one fifth part thereof and Mary Ann Huffman has legal right to the one fifth part thereof and that said Alvira Huffman is entitled to dower in said premises as the widow of said John Huffman and which said dower the Court finds has been assigned heretofore by proceedings had for that purpose in this Court and the Court further find that the plaintiff is entitled to have partition of said estate made as prayed in the petition, It is therefore ordered, adjudged and decreed that partition of said estate be made in favor of all parties in interest

and Amos P. Harvey, W. H. Southard and William H. Plotner, three judicious and disinterested free holders of the vicinity are hereby appointed Commissioners to make said partition, and it is ordered that a writ of partition issue to the Sheriff of Union County commanding him that by the oaths of the Commissioners above named he cause to be set off and divided to each of the above named parties the part and portion of said estate to which they are severally above found entitled subject to the dower interest of said Almira Huffman (and that said Commissioners appraise the value of said land) and of his proceedings herein said Sheriff is ordered to make return of this writ during this term of this Court.

Afterward on the 23rd day of October A.D. 1885, the following Writ of Partition was issued by the Clerk of said Court, to-wit:-

Writ of Partition 4871

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

We command you, that without delay, by the oaths of Amos P. Harvey, W. H. Southard and William H. Plotner you cause partition to be made of the following real estate, situate in the County of Union in the State of Ohio and in Survey No. 2832 and bounded and described as follows: Beginning at the South West corner of the school house lot known as the Danforth school house - thence South West with the East Liberty road to Wm Skidmore's North West corner thence East with said Wm Skidmores North line 39 5/6 poles to a stone, thence S. 11 W. 11.6 p. to a stone, thence S 79 1/4 E. 67.72 poles to the road running from West Mansfield to Newton, thence north with said road to the South East corner of said Danforth School House lot, thence N. 62.22 W. 88 poles to the place of beginning - Containing one hundred four and one half (104 1/2) acres be the same more or less.

III. Also another tract in said County and State and bounded and described as follows:- Commencing in a stone corner of Michael Perkins and in the centre of the road and running South 82 1/2° E. 122 poles to a stone 2 black ash and an elm, being the S. E. corner to Michael Perkins land - thence S 7 3/4 W. to a stone 26 1/4 poles to a stone being corner to J. Newlands land - thence N. 82 1/2° W. 122 poles to a black ash stump in the centre of the Newland road - thence N. 7 3/4° E. 26 1/4 poles to the beginning. Containing twenty (20) acres of land more or less. Being same premises purchased by S. B. Baldwin of W. Perkins by General Warranty Deed on 20th day of April A.D. 1886.

IIII. Also the following described premises situate in said County and State and in Survey No. 3443 and bounded and described as follows: Beginning at a stone hickory and beech N. W. corner of said Survey No. 3443 - thence S. 82 1/2° E 122 poles to three beeches and a stone - thence S. 7 3/4 W. 44 1/2 poles to a stone and stake and N. W. corner of land owned by L. H. Ballinger - thence N. 82 1/2° W. 122 poles to a stone and centre of County road - thence with said road N. 7 3/4° E. 44 1/2 poles to the beginning Containing thirty five (35) acres more or less being same premises purchased by said Ballinger of Lewis Batan by Deed dated November 18th 1885.

IIII. Also the following described premises, situate in said County and State and bounded and described as follows: Commencing at a stone in the centre of the Newland road and running S. 82 1/2° E. 122 poles to a stone witness 2 beeches - thence S. 7 3/4° W. 26 1/4 poles to a stone witness 2 beeches, ash and elm, thence N. 82 1/2° W. 122 poles to a stone in the

Sheriff's Return

Commissioners Report 4871

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Vol. 44 P 332.
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centre of the road - thence N. 7 3/4° E. 26 1/4 poles to the place of beginning Containing twenty (20) acres more or less. Being same premises purchased by said Ballinger of Michael Perkins by deed dated 16th November 1864. Deed from Ballinger to John Huffman for last-three mentioned tracts made April 4th 1877 and recorded in Vol. 44 P 332. Excepting from last-three mentioned tracts fifteen acres sold by J. W. Skidmore as administrator of estate of said John Huffman to D. M. Skidmore - leaving sixty acres more or less in the last-three mentioned tracts - and excepting also therefrom ten acres to be sold off the South side of said 60 acres by Almira Huffman as guardian. Subject to the dower estate heretofore assigned to said Almira Huffman among the persons named herein, and in the following proportions, to-wit:- to Dora Ann Maris one fifth part, to Hamar & Huffman one fifth part, to Bertis Huffman one fifth part, Eldon Huffman one fifth part, Mary Inez Huffman one fifth part. And 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 Dora Ann Maris et al are petitioners and Hamar & Huffman 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 the Court of Common Pleas, at the Court House in Marysville, Union Co. O. this 23rd day of October A.D. 1885.

J. L. Burgner Clerk. By A. R. Burgner Deputy (seal)

Sheriff's Return

Sheriff's Return

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of William H. Potter, Amos P. Harvey and A. W. Burl, causing partition to be made of the premises in said Writ described; & 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 25.6, Executing Writ 1.20 Swearing Over. 1.20 Total $4.26.

Given under my hand this 30th day of October A.D. 1885. W. Hopkins, Sheriff.

Commissioners Return

Commissioners Report 8 8 71

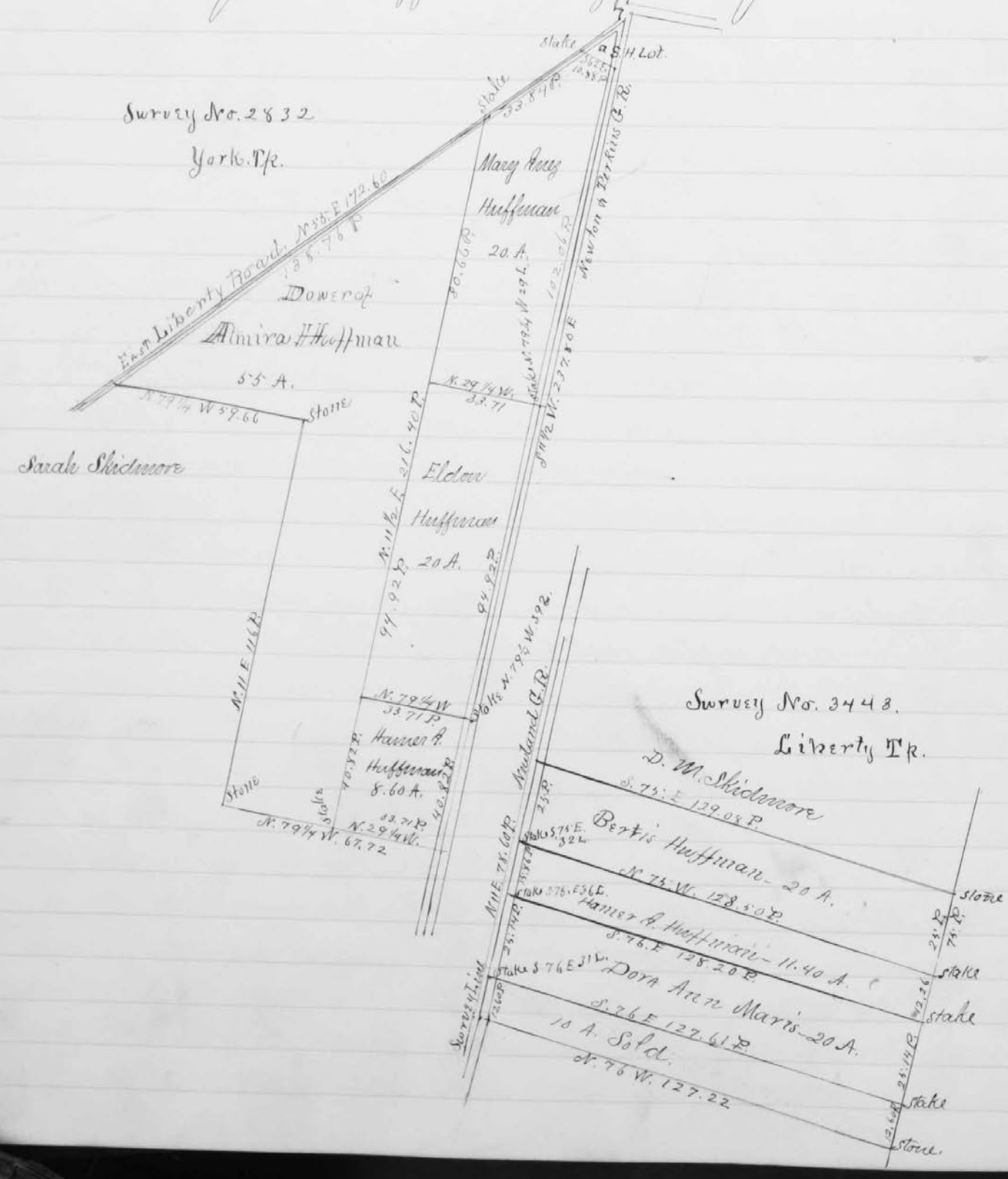
Dora Ann Maris et. al. against H. A. Huffman et. al

Union County, ss. Court of Common Pleas, In Partition

According to the command of the Writ of Partition in this case issued, and on call of the Sheriff of said County, we the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises do make partition of the same subject to said dower heretofore assigned as follows, to-wit:- To the said Dora Ann Maris the following described tract, Situate in Liberty Township and part of Survey No. 3443

Beginning at a point in the centre of the Newland Gravel Road, and at the North West corner of a 10 ac tract to be sold by Almira Huffman as Guardian witness a stake bears S. 76. E 31 links, thence with the centre of the said gravel road N. 11° E 25.14 poles witness a stake bears S. 76 E. 36 links, thence S. 76 E. 128.20 poles to a stake, thence S. 12 1/4 W. 25.14 poles to a stake thence N. 76 W. 127.61 poles to the beginning containing 20 acres. To the said Hamar & Huffman the following described tracts, situate in Liberty Township and part of Survey No. 3443. Beginning at the North West corner of the 20 acres set off to Dora Ann Maris and in the centre of the Newland Gravel Road witness a stake bears S. 76 E. 36 links, thence with the centre of the said Gravel Road N. 11 E. 14.86 poles witness a stake bears S. 73 E. 32 links, thence

S. 75- E. 128.50 poles to a stake, thence S 12¼ W. 12.26 poles to a stake, thence N. 76 W. 128.20 poles to the beginning Containing 11 40/100 acres. Also another tract situate in York Township and Part of Survey 2832. Beginning in the centre of Newton and Perkins Gravel Road and South East corner of the lands of John Huffman heirs, thence with the centre of said Gravel Road N. 11½ E. 40.82 poles witness a stake bears N. 79¼ W. 39 links, thence N. 79¼ W. 33.71 poles to the East line of the dower tract of Almira Huffman, thence with the last-mentioned line S 11½ W. 40.82 poles to a stake in the South line of the said John Huffman heirs, thence S. 79¼ E 33.71 poles to the beginning, Containing 8 6/100 acres. To the said Bertis Huffman the following described tract Situate in Liberty Township part of Survey No. 3443. Beginning in the centre of the Newland Gravel Road and in the South West corner of D. M. Skidmores land, thence with said Skidmores south line S. 75- E. 129.08 poles to a stone thence S. 12¼ W. 25 poles to a stake South East corner to the tract set off to Hamer A Huffman, thence N. 75- W. 128.50 poles to the centre of the said Gravel Road, thence with the centre of the said Gravel Road N. 11 E. 25 poles to the beginning Containing 20 a. To the said Eldon Huffman the following described tract of land, Situate in York Township part of Survey No. 2832. Beginning in the centre of the Newton and Perkins Gravel Road and at the north East corner of the tract set off to Hamer Huffman witness a stake bears N. 79¼ W 39 links, thence with the centre of said Gravel Road N. 11½ E. 94.92 poles witness a stake bears N. 79¼ W 29 links, thence N. 29¼ W 33.71 poles to the east line of the dower tract set off to Almira Huffman, thence with said line S 11½ W 94.92 poles thence S. 79¼ E 33.71 poles to the beginning. Containing 20 acres. To the said Mary Ines Huffman the following described tract Situate in (next page)



York Township and Perkins Huffman, South East c centre of the S. ¼ W. 33. 8 Huffman taining 20 the dower C. S. Lee Surv Total $20. 00 Fees. $3.00 $3.00 $3.00 Of made on the Dower Ann Eadey Hamer A. 4871 upon proceed before appoin found in a this Court-h At-w Mary Huffman, in severally (the dower by proceedin of this decree in the office costs of this Robinson a parties in Hamer A. Ines Huffm

York Township part of Survey No. 2832. Beginning in the centre of the Newton and Perkins gravel road at the north East corner of the tract set off to Eldon Huffman, thence with the centre of said Gravel Road N. 11½ E 102. 06 poles to the South East corner of the Danforth School house lot, thence N. 62 W. 10.88 poles to the centre of the East Liberty Road, thence with the centre of said East Liberty road S. 4½ W. 33. 84 poles to a stake, thence with the east line of the dower of Almira Huffman S 11½ W. 80.66 poles thence S. 79¼ E 33.71 poles to the beginning. Containing 20 acres. And upon actual view of the premises we do estimate the value of the same subject to said Dower estate at Forty Dollars per acre. C. S. Lee Surveyor - Surveying 12.00, Plat 1.70 mileage 1.60, Report 4.00 Chain Carrier 3.75 - Total $20.00. Given under our hands this 31st day of October A.D. 1885.

Fees. $3.00 — W. H. Plotner
$3.00 — A. N. Curl — Commissioners.
$3.00 — A. P. Harvey

Afterwards on the 13th day of November A.D. 1885, the following Entry was was made on the Journal by the Clerk of said Court to wit:-

Dora Ann Maris and Dowling Maris.
vs.
Hanner A. Huffman and others

Entry — Ans Partition

4871

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 proceeding and report are hereby approved and confirmed.

It is therefore ordered and decreed that the said Dora Ann Maris, Hanna A Huffman, Bertis Huffman, Eldon Huffman and Mary Inez Huffman hold in severally the parts and premises so set off and assigned to each respectively (the dower of the widow Almira Huffman having been set off to her heretofore by proceedings in this Court) and the Clerk is hereby directed to have so much of this decree as will show the transfer of title to the several parties first 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 eighty four dollars ($84.00) to Robinson and Piper for services herein, taxed to $ be paid by the said parties in the following proportions, to wit:- Dora Ann Maris one fifth part, Hanna A Huffman one fifth part, Bertis Huffman one fifth part, Mary Inez Huffman one fifth part and Eldon Huffman one fifth part.

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

Pleas before his Honor John A. Price Judge of the Court of Common Pleas, begun and held at the Court House in the town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio, on the 19th day of October in the year of our Lord, one thousand eight hundred and eighty five. Heretofore, to-wit: on the 14th day of September A.D. 1885, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition 4887

Julia T. Bell, Plaintiff
Against
Daniel F. Lee, Defendant.

Court of Common Pleas, Union County, Ohio.

Petition

The plaintiff says:- That on or about the 20th day of March A.D. 1825, she was married to one Julius A. Bell, who departed this life on or about the 4th day of December A.D. 1868. That the said Julius A. Bell, her late husband, during her coverture with him was seized of an estate of inheritance in the following real estate, situate in the said County of Union and State of Ohio, in the Township of Leesburg, in Survey No. 3693 and bounded and described as follows, to-wit:- Beginning at a stake in the centre of the Bellefontaine Road, and South East corner of lands owned by George Hill; thence N. 80½° E. with the centre of said road 15 1 29/100 poles to a stake in the line of lands owned by Isaac Gane; thence N. 9° E. on the line of lands owned by Isaac Gane 104 poles to a stake and stone, thence N. 81 W. on the line of lands owned by Isaac Gane 15 1 8/10 poles in line of lands owned by George Hill; thence South 9° W. with Hills east line and survey line between Surveys 3693 and 3692, 102¼ poles to the beginning containing 98 acres more or less. The defendant now claims to own and hold the estate of the said Julius A. Bell in said premises in fee simple. That the plaintiff is entitled to dower in said premises. The plaintiff therefore prays that her reasonable dower in said premises may be decreed to her and an assignment thereof made to her, and such other and further relief as equity requires. Porter & Porter Attorneys for Plaintiff

Julia T. Bell, being sworn, makes oath that the facts stated in the foregoing petition are true, as she believes. Julia T. Bell.

Sworn to by Julia T. Bell before me and signed by her in my presence this 14th day of September A.D. 1885.

Seal

J. Q. Bingner, Clerk.
By W. M. Winget- Deputy.

Waiver of Summons 4887

I hereby waive the issuing and service of process in the above case and enter my appearance therein.
Sept. 14th 1885.

Daniel F. Lee
By A. F. Carpenter his Atty

Afterwards on the 20th day of Oct 1885 the Entry was made on the Journal of said Court which reads as follows, to-wit:-

Entry 4887

Julia T. Bell, Plaintiff
Against
Daniel Lee, Defendant.

Court of Common Pleas, Union County, Ohio.

This day came the plaintiff herein and the defendant being in default for answer and demurrer, the Court find that the allegations of the petition are true, that the said Julius A. Bell was in his life time and during coverture with plaintiff seized in fee simple of the real estate and premises described in the petition, and that the plaintiff is the widow of the said Julius A. Bell deceased, and that she is entitled to have her dower in the said premises assigned and set off to her as prayed in her said petition. It is therefore ordered, adjudged and decreed by the Court that the plaintiff is entitled to dower in the premises described in the petition, and that the same be assigned and set off to her by the Sheriff of Union County, Ohio, and A. B. Shoemaker, Thomas Hall and Jacob Hall, three disinterested freeholders of said County, who are appointed Commissioners for that purpose, according to law, and that they make return of their proceedings herein to the next term of this Court. And it is further ordered that the Clerk of said Court issue a writ of Dower to the Sheriff of Union County, Ohio, commanding him to cause to be set off to the plaintiff her dower in the premises described in the petition, according to the finding and decree of the Court herein.

Writ of Dower 4887

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

Whereas, at a term of the Court of Common Pleas within and for the County of Union, begun and held on the 19th day of October A.D. 1885, Julia T. Bell, plaintiff, filed her petition against Daniel F. Lee, defendant, praying that her dower in the following described real estate, to-wit:- Beginning at a stake in the centre of the Bellefontaine Road, and South East corner of lands owned by George Hill; thence N. 80½° E. with the centre of said road 15 1 29/100 poles to a stake in the line of lands owned by Isaac Gane; thence N. 9° E. on the line of lands owned by Isaac Gane 104 poles to a stake and stone, thence N. 81 W. on the line of lands owned by Isaac Gane 15 1 8/10 poles in line of lands owned by George Hill; thence South 9° W. with Hills east line and survey line between Surveys 3693 and 3692, 102¼ poles to the beginning containing 98 acres more or less, be assigned and set off to her by the Sheriff of Union County, Ohio, and A. B. Shoemaker, Thomas Hall and Jacob Hall, three disinterested freeholders of said County, who are appointed Commissioners for that purpose, according to law, and that they make return of their proceedings herein to the next term of this Court. And whereas, at the term aforesaid, to-wit: on the 20th day of October A.D. 1885, it was ordered by the Court that the plaintiff is entitled to dower in the premises described in the petition, and that the same be assigned and set off to her by the Sheriff of Union County, Ohio, and A. B. Shoemaker, Thomas Hall and Jacob Hall, three disinterested freeholders of said County, who are appointed Commissioners for that purpose, according to law, and that they make return of their proceedings herein to the next term of this Court. And it is further ordered that the Clerk of said Court issue a writ of Dower to the Sheriff of Union County, Ohio, commanding him to cause to be set off to the plaintiff her dower in the premises described in the petition, according to the finding and decree of the Court herein. Now, therefore, you are hereby commanded that you cause to be set off to the said plaintiff, Julia T. Bell, her dower in the premises described in the petition, according to the finding and decree of the Court herein, and that you cause the same to be assigned by A. B. Shoemaker, Thomas Hall and Jacob Hall, three disinterested freeholders of said County, who are appointed Commissioners for that purpose, according to law, and that they make return of their proceedings herein to the next term of this Court. And have you then and there this writ.

Witness my hand and seal of said Court this 20th day of October A.D. 1885.

Seal

J. Q. Bingner, Clerk.
By W. M. Winget- Deputy.

Commissioners Report- 4887

Julia T. Bell
against
Daniel Lee

As commissioners of Hugh Miller
ssed meeting dower
Bell as shown
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Total $6.17.-

decreed by the Court - that the said plaintiff be endowed of one full equal third part of the premises described in the petition. And that a writ issue to the Sheriff of Union County commanding him that by the oaths of A.S. Mowry, Hugh Mc. Adow and A.B. Stricker, 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 said commissioners and the said Sheriff make return of the proceedings in the premises forthwith.

On the 20th of October A.D. 1885 the following Writ of Dower was issued by the Clerk of said Court, to-wit:-

Writ of Dower 4887

The State of Ohio } Writ of Dower
Union County, ss. } To the Sheriff of Said County Greeting:

We command you, that without delay, by the oaths of A.S. Mowry, Hugh Mc. Adow and A.B. Stricker you cause to be set off and assigned to Julia T. Bell widow of Julius A. Bell late of said County, dowered one full equal third part of the following real estate, situate in the said County of Union and State of Ohio, in the Township of Leesburg in Survey No. 3693 and bounded and described as follows, to wit:- Beginning at a stake in the centre of the Bellefountaine Road and South East corner of lands owned by George Hill; thence N. 80 1/2° E. with the centre of said road 151 29/100 poles to a stake in the line of lands owned by Isaac Gane; thence N. 9° E on the line of lands owned by Isaac Gane 104 poles to a stake and stone, thence N. 81 W. on the line of lands owned by Isaac Gane 151 7/10 poles in the line of lands owned by Geo. Hill: thence S. 9° W. with Hills East line and Survey line between Surveys 3693 and 3692, 104 1/4 poles to the beginning Containing 98 acres more or less in pursuance of an order made in our said Court of Common Pleas within and for the said County of Union, in a certain petition for Dower, wherein the said Julia T. Bell is petitioner and Daniel Lee is respondent - and that in like manner, by the oaths of the same men you make a just and true appraisement of the yearly value of said estate, after deducting the necessary expenses and that your proceeding in the premises, you distinctly certify under your hand to our said Court forthwith. And have you then there this writ. Witness my name, and the Seal of the said Court, at Marysville, O. this 20th day of October A.D. 1885.

J.R. Brugner Clerk [Seal]

Sheriff's Return

As commanded by this Writ I have executed the same by the oaths of Hugh Mc. Adams - A.B. Stricker and A.S. Mowry three judicious, disinterested men of the vicinity, who are not of kin to either of said parties, causing dower to be set off and assigned to the within named Julia T. Bell as shown by the Commissioners report hereto attached. - Service 30, Mileage 1.44, Executing Writ 1.20, Swearing Com. 1.20, Transporting Com. 2.00 Total $6.17. - Given under my hand this 27th day of October A.D. 1885.

W. Hopkins Sheriff

Commissioners Report 4887

Julia T. Bell } Commissioners Report
against } Union County, ss.
Daniel Lee } Court of Common Pleas.
Assignment of Dower.

According to the command of the Writ of Dower in

in this case issued and on call of the sheriff of said County we the undersigned Commissioners after being first duly sworn, and upon actual view of the premises do set off and assign to the said Julia T. Bell as her dower estate in the said lands, in said petition described the following tract to wit:- Beginning at a stake in the centre of the Delaware and Bellefontaine Road and South East corner of lands owned by George Hill thence with the East line of said lands N. 9° E. 56 7/10 poles to a stake, thence S. 81° E. 78 poles to a stake, thence S 9° W. 57 poles to a stake in the centre of said Delaware and Bellefontaine Road thence with the centre of the same N. 81° W. 38 poles to a stake, thence continuing with the centre of the same N. 80 1/2 W. 40 poles to the beginning. Containing 27 acres and 120 poles - the rails in the fence on and near the North line are to be used for a line fence as far as they will go for that purpose and the yearly value of the real estate within described is justly and truly appraised at Five Dollars per acre after deducting necessary expenses.

Fee and costs:- Hugh Mc Adow Commissioner $1.00, A. B. Stricker Commissioner 1.00, A. S Money Commissioner 1.00 - A. S Money Surveying 3 hours 1.20 A. S Money 18 miles travel .90 A. S Money for description & Commissioners Report .50 Sylvester Bell marker .50. Total $6.10. Given under our hands this 26th day of October A.D. 1885.

Hugh Mc Adow
A. B. Stricker
A. S. Money
} Commissioners.

Afterwards on the 31st day of October A.D. 1885, an Entry was made on the Journal of said Court which reads as follows, to wit:-

Julia T. Bell
vs.
Daniel Lee
} Court of Common Pleas, Union County, Ohio.

Entry

4587

This day this cause came on for hearing upon the return of the Sheriff and of the Commissioners herein of their proceedings in the assignment of dower under the former order of this Court and on motion to confirm the same, and the Court being fully advised in the premises find said proceedings and assignment of dower in all respects in conformity to law and hereby approve and confirm the same. It is therefore ordered and decreed that the said Julia T. Bell have hold and possess the lands so assigned to wit: Beginning at a stake in the centre of the Delaware and Bellefontaine Road and South East corner of lands owned by George Hill, thence with the East line of said lands N. 9° E. 56 7/10 poles to a stake, thence S. 81° E. 78 poles to a stake, thence S. 9° W. 57 poles to a stake in the centre of said Delaware and Bellefontaine Road, thence with the centre of the same N. 81° W. 38 poles to a stake, thence continuing with the centre of the same N. 80 1/2° W. 40 poles to the beginning Containing 27 acres and 120 poles.

As and for her reasonable dower in the premises and the Court further find that no resistance was made to the petition of plaintiff. It is therefore ordered and adjudged that the said Julia T. Bell pay one third of the Costs herein made and that the said Daniel Lee pay two thirds thereof, and in default of said payments that executions issue therefor.

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

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Petition

James A. M
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Pleas before his Honor John A. Price Judge of a Court of Commone 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 19th day of May in the year of our Lord one thousand eight hundred and eighty-five. Heretofore, to wit:-

Petition

Eliza M. Kerr - Plaintiff
Against
James A. McAllister and
Ann McAllister, Defendants

Court of Common Pleas
Union County, Ohio.
Petition

4709

The plaintiff says:- that on the 25th day of January A.D. 1833 plaintiff intermarried with one Robert M. Kerr. That on the 9th day of January 1877 said Robert M. Kerr died having been seized during said coverture of an estate of inheritance in the following premises situate in the County of Union and State of Ohio, being part of Lot No. 19 of the Sub Division of M. M. Survey No. 5497 - Beginning at a stone in the North line of said Survey No. 5497 and in the centre of the Bull road, thence with the centre of said road S. 9° E. 102 72 poles to a stone in the South line of said Lot No. 19, thence with said line S. 80 3/4° W. 78 76/100 poles to a stone in the West established line of said Survey No. 5497, thence with said line N. 10° W. 103 80/100 poles to a stone corner to said Survey No. 5497, thence with the North line of the same N. 82° E. 80 40/100 poles to the beginning Containing 51 1/4 acres more or less. Also the following premises situate in the County of Union and State of Ohio and being part of Lot No. 19 of the Sub-Division of M. M. Survey No. 5497 Beginning at a stone North West corner to a lot of land formerly owned by Sanford Armstrong, thence N. 81° E. 86 poles to a stone and two sugar trees in the line of lands formerly owned by David Zumat: thence with said line N. 9° W. 103 poles to a stone in the north original line of the Survey: thence with said line S. 81° W. 86 1/2 poles to a stone; thence S. 9° E 103 poles to the beginning containing 56 1/4 acres more or less. Said property is now claimed by the defendant James A. McAllister and the defendant Ann McAllister is his wife. Said James A. McAllister claimes said premises through various persons holding as grantees of said Robert M. Kerr. Plaintiff is entitled to Dower in said premises and prays that the same may be assigned her therein and for all proper relief. Thos. N. Page & A. T. Carpenter, Attys for Plaintiff

The State of Ohio
Union County, ss. } A. T. Carpenter being sworn says she is the attorney for the above named plaintiff duly authorized, that said plaintiff is a non resident of said County of Union and is now absent therefrom. Affiant further says the facts stated and allegations contained in plaintiffs 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 28th day of January 1885.

J. D. Burgner Clerk.

Praecipe

To Clerk:-

Issue summons for defendants in above entitled case returnable according to law. Indorse Action for assignment of dower

A. T. Carpenter

On the 28th day of January A.D. 1885 the following Summons was issued by the Clerk of said Court, to-wit: (over)

Summons 4709

The State of Ohio } Summons
Union County, ss. } To the Sheriff of the County of Union, Greeting:—
We command you to notify James A. McAllister and Ann McAllister that they have been sued by Eliza M. Kerr in the Court of Common Pleas, of Union County, and that unless they answer by the 28th day of Feb. A.D. 1885, the petition of said Eliza M. Kerr against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. How will make due return of this summons on the 9th day of Feb. A.D. 1885.
Witness my hand and the seal of said Court, this 28th day of Jan. A.D. 1885.
{Seal} J. R. Burgner Clerk.
Endorsed: Dw action for Dower. — Thos. N. Page & A.T. Carpenter Plaintiffs Attorneys.
Said Writ returned and filed Feb. 4th 1885, endorsed as follows, to-wit:—

Sheriff's Return

The State of Ohio } Sheriff's Return.
——— County ss. } Received this Writ Jany. 28th A.D. 1885, at 3 o'clock P.M. and pursuant to its command, on the 31st day of Jany. A.D. 1885 I served the same by leaving a true copy with endorsements thereon at the usual place of residence the defendant James McAllister and by delivering a true copy with endorsements thereon to the defendant Ann McAllister. — Service 45; Mileage 88, Return 25; Total $1.58 —
M. Hopkins Sheriff.

Afterwards on the 21st day of December A.D. 1885, an Entry was made on the Journal by the Clerk of said Court, to-wit:—

Entry

Eliza M. Kerr
vs.
James McAllister et. al.

4709 This cause coming on for hearing was submitted to the Court upon the pleadings and evidence; on consideration whereof the Court find that the said Robert M. Kerr was in his lifetime seized in fee simple of the real estate and premises described in the petition and that the said plaintiff is the widow of the said Robert M. Kerr deceased and that she is entitled to have her dower in the said premises assigned and set off to her as prayed in her said petition. It is therefore ordered, adjudged and decreed by the Court that the said plaintiff be endowed of one full third part of the premises described in the petition; and that a writ issue to the Sheriff of Union County commanding him that by the oaths of Chas. S. Lee, Jas. A. Henderson and Geo. S. Baldwin 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 appraisement of the yearly net value of said real estate estimated from the 28th day of January 1885 to the day of such assignment of dower the said Commissioners and the said Sheriff make return without unnecessary delay.

Afterwards on the 21st day of December A.D. 1885, the following Writ of Dower was issued by the Clerk of said Court, to-wit:—

Writ of Dower 4709

The State of Ohio } Writ of Dower.
Union County, ss. } To the Sheriff of said County, Greeting:—
We command you that without delay, by the oaths of Charles S. Lee, James A. Henderson and George S. Baldwin you cause to be set off and assigned to Eliza M. Kerr widow of Robert M. Kerr late of said County

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Sheriffs Return

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Sheriffs Return

Sheriff's Return.

As commanded by this Writ, I have, by the oaths of Charles S. Lee, James A. Henderson, and George S. Baldwin three judicious, disinterested men of the vicinity, who are not of kin to either of said parties, caused to be set off and assigned to the within named Eliza M. Kerr as her dower estate, so much of the within described lands and tenements as is contained in the following boundaries, to-wit:- Beginning at a stone in the South West corner of the said James A. McAllister lands and in the West line of Survey No. 5497, thence with said survey line N. 7° W. 28.25 poles to a stake, thence N. 84° E. 165.12 poles to a stake, thence S. 6 1/4° E. 28.25 poles to a stake in the South West corner of said James A. McAllister land, thence S. 84° W. 164.72 poles to the beginning. Containing 29 acres. and by the oaths of the same men, the yearly value of the real estate within described is justly and truly appraised at nine dollar and fifty cents per acre after deducting necessary expenses — Service 30 - Mileage 1.25, Executing Writ 1.20, Surveying Cost. 2.50, Total $5.25 — Given under my hand this 22 day of Dec. A. D. 1885 -

W. Hopkins Sheriff

Report of Commissioners

To the Sheriff of Union Co. In pursuance to an order issued by the Clerk of the Court of Common Pleas directing us to set off the dower estate of Eliza M. Kerr in the lands herein described, And after being duly sworne as the law directs and upon actual view of the premises we have set off the following described lands as the dower of said Eliza M Kerr. Beginning at a stone in the South West corner of the said James A. McAllisters lands and in the West line of Survey No. 5497, thence with said Survey line N. 7° W. 28.25 poles to a stake, thence N. 84° E. 165.12 poles to a stake, thence S. 6 1/4° E. 28.25 poles to a stake

in the South-West corner of said James A. McAllisters lands, thence S. 84° W. 164.72 poles to the beginning, containing 29 acres. And we do fix the yearly value of the real estate within described at five dollars and fifty cents per acre.

Fees:- J. A Henderson Commissioner 1 day, $1.00 - Chas S. Lee Commissioner 1 day $1.00
" " " Chain Carrier " " 1.00 " " " Plat 1.00
G.S. Balduric Commissioner " " 1.00 " " " Report 50
" " " Chain Carrie " " 1.00 " " " Surveying 2.50

Maysville, Dec. 22nd 1884. J. A Henderson
Chas S. Lee
Commissioners

Afterwards on the 22nd day of December A.D. 1884- the following Entry was made in the Journal of said Court, to-wit

Eliza M. Kerr
vs
James McAllister.
Court of Common Pleas, Mason County, Ohio.

Entry 4709

This cause came on for hearing upon the return of the Sheriff and of the Commissioners herein of their proceedings in the assignment of dower under the former order of this Court and on the motion to confirm the same and the Court being fully advised in the premises find said proceedings and assignment in all respects in conformity to law and do hereby approve and confirm the same. It is therefore ordered and decreed that the said Eliza M. Kerr have and possess the lands so assigned, to-wit:- Beginning at a stone in the South-West corner of the said James A. McAllisters lands and in the West line of Survey No 5497, thence with said Survey line N. 7° W. 28.25 poles to a stake, thence N. 84° E. 165.12 poles to a stake, thence S. 6¼° E. 28.25 poles to a stake in the South East corner of said James A. McAllisters land thence S. 84° W. 164.72 poles to the beginning Containing 29 acres. As and for her reasonable dower in said premises Defendant objecting to amount allowed plaintiff as the rent value of the rents of the premises from the filing of this petition to the assignment of dower said sum is entirely remitted and waived by the plaintiffs. It is further ordered that plaintiff pay one third the costs of this proceeding and defendants two thirds thereof within 30 days or that in default thereof execution issue therefor

Attest- J. D. 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 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 19th day of October in the year of our Lord one thousand eight hundred and eighty five. Heretofore - to-wit:- On the 10th day of September A.D. 1885, the following Petition was filed with the Clerk of said Court to-wit:-

Henry H. Adams, a minor who sues by Simeon Adams his next friend — Plaintiff

vs.

George Metzger, Defendant.

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

Petition

4883

The plaintiff says that on the 1st day of May 1883 the defendant Geo. Metzger executed his two promissory notes to Joshua P. Marriott of which the following are true copies.

" $37.50 May 1st 1883. "

" One year after date I promise to pay to the order of Joshua P. Marriott "

" Thirty-Seven and 50 Dollars. Value received, with interest at 6 per ct. "

" George Metzger "

" $37.50 May 1st 1883 "

" Two years after date I promise to pay to the order of Joshua P. "

" Marriott Thirty-Seven and 50/100 Dollars - Value received with 6 per cent interest "

" George Metzger "

And on same day the defendant to secure the payment of said notes which were given for the purchase money for the following described real estate, situate in the village of Richwood, Union Co. Ohio. being all of lot No. 249 in Marriotts Addition to said village of Richwood - executed and delivered to said Joshua P. Marriott a mortgage deed for the said above described Real Estate, which mortgage deed had a condition therein written as follows: that if the said George Metzger shall pay or cause to be paid unto the said Joshua P. Marriott or his assigns two promissory notes executed and delivered by said Metzger to said Marriott dated May 1st 1883. one for $37.50 due one year after date, one for 37.50 due two years after date, bearing 6 % interest these presents shall be void otherwise to be and remain in full force and virtue in law. Plaintiff says said mortgage was duly recorded according to law. May 15th 1883, and that said two notes and said mortgage were about the 1st of April 1884, duly assigned and transfered to him by said Joshua P. Marriott for a valuable consideration, and he is now the legal owner and holder thereof, and that said notes are due, but that no part of said indebtedness has been paid, whereby the conditions of said mortgage have been broken and the terms of the same have become absolute, wherefore plaintiff prays that said mortgage may be foreclosed and that an account be taken by the Court of the amount due on said notes - and a decree for the sale of said premises, also plaintiff asks for a personal judgment against said defendant George Metzger for the amount now due upon said notes, to-wit: $85. 60 with interest from this date.

P. R. Hess Attorney for Plaintiff

State of Ohio }
Union Co. ss. } Henry H. Adams the plaintiff being sworn says the statements and allegations in the foregoing petition are true as he believes

Henry H. Adams.

Sworn to before me and subscribed in my presence this 8th day of Sept. 1885

S. S. Gardiner Notary Public Seal

Praecipe

Clerk:- Issue summons for the defendant directed to the Sheriff of Allen County Ohio, endorse:- foreclosure of Mortgage. P.R. Kerr Atty for Plaintiff.

On the 15th day of September A.D. 1885, the following Summons was issued by the Clerk of said Court, to-wit:-

Summons

The State of Ohio, } Summons.
Union County, ss. }

4883

To the Sheriff of the County of Allen, Greeting:-

We command you to notify George Metzger that he has been sued by H. H. Adams by his next friend Simeon Adams in the Court of Common Pleas, of Union County, and that unless he answers by the 10th day of October A.D. 1885 the petition of said H. H. Adams 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 21st day of September A.D. 1885. Witness my hand and the seal of said Court this 15th day of September A.D. 1885. J. O'Bannon Clerk By W. M. Wright Deputy. [Seal]

Endorsed:- "An action for foreclosure of mortgage"

Said Writ returned and filed Oct. 1st 1885; endorsed as follows, to-wit:-

The State of Ohio, } Sheriff's Return.
Allen County ss. }

Received this Writ September 12th A.D. 1885, at 8 o'clock A.M. and pursuant to its command, on the 19th day of September A.D. 1885 I served the same by leaving at the defendants usual place of residence a certified copy of this writ and of the indorsements thereon ~ Service 30- Mileage 32- Copy 24- Doc't P. 10- Total $.96 ~~

W. H. Harter Sheriff.

Afterwards on the 30th day of October A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry

Henry H. Adams by his next friend
vs.
George Metzger

Court of Common Pleas, Union County, Ohio.

4883

This day this cause came on to be heard on motion of the plaintiff for judgment on the petition filed herein and for an order of sale of premises described in said petition, and the Court being fully advised in the premises, and it appearing that said defendant is still in default for answer or demurrer to said petition the Court find there is due and unpaid to the plaintiff on his said note and mortgage, as alleged in his said petition, the sum of $86.33 including interest to this date and that the conditions of said mortgage have become absolute. It is therefore adjudged by the Court that the plaintiff recover of the defendant said sum of $86.33 and his costs and that unless the same be paid within 5 days, then that an order of sale issue to Sheriff of said County, commanding him to advertise, appraise and sell said premises described in the petition as upon execution, and out of the proceeds of said sale he pay said judgment after paying the costs in this case, and the taxes due upon said premises and bring the residue into Court for the further order of the Court.

On the 30th day of October A.D. 1885, the following praecipe was filed with the Clerk of said Court, to-wit:-

Henry H. Adams Plaintiff
vs.
George Metzger, Defendant.

Court of Common Pleas, Union County Ohio.

Marysville, Oct. 30th 1885.

To the Clerk of Said Court:- Issue Order of Sale in above case if judgment not paid in five days, returnable according to law.

P.R. Kerr Attorney for Plaintiff.

Order of Sale

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Sheriff's Return

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Afterward on the 7th day of November A.D. 1885 the following deed was issued by the Clerk of said Court, to-wit:-

Order of Sale 4883

The State of Ohio, } Order of Sale.
Union County, ss. } To the Sheriff of Said County, Greeting:-

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 30th day of October A.D. 1885, in the cause of Henry H. Adams, Plaintiff and George Metzger Defendant said Henry H. Adams obtained a judgment or decree against the said George Metzger for the sum of Eighty Six and 33/100 Dollars and $ cost of suit:- And whereas, it was then and there by said Court ordered, adjudged and decreed that the said defendant shall within 5 days from the 30th day of October A.D. 1885, pay unto the said plaintiff the said sum of Eighty six and 33/100 Dollars with interest from — day of — A.D. 1885, at the rate of — per cent per annum, and to the Clerk of this Court the costs of this action herein, taxed to $ and upon default to pay the same, that an order of sale issue to the Sheriff of this County, commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in plaintiff's petition, &c.: And whereas the 5 days aforesaid have fully expired, and the said sum of $86.33 with interest and costs have not been paid as aforesaid, as appears to us of record. You are therefore commanded to proceed, and appraise, advertise and sell, as aforesaid the following lands and tenements, to-wit: Situate in the Village of Richwood, County of Union and State of Ohio, bounded and described as follows: Being all of Lot No. 249 in Marriotts Addition to said Village of Richwood.

We therefore command you, That you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the statute regulating sales on Executions, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you. Witness my signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville, Ohio, this 4th day of November, A.D. 1885. J. D. Burgner, Clerk. By J. R. Burgner, Deputy.

{Seal}

Sheriffs Return 4883

The State of Ohio } Sheriff's Return.
Union County, ss. }

In obedience to the command of the Order of Sale hereto annexed, I did on the 7th day of November 1885, summon W. H. Buckright George Smith and Thomas J. 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 afterward, on the 7th day of November A.D. 1885, 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 Four Hundred Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 10th day of November 1885, I caused to be advertised in the Richwood Gazette (a newspaper printed and published and of general circulation in Union County,) said lands and tenements to be sold at public sale

at the door of the Court House of said County on the 19th day of December A.D. 1883, at 1/2 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 19th day of Dec. A.D. 1883, at the time and place above mentioned proceed to offer said lands and tenements at public sale, and then and there came William De Bolt who bid for the same the sum of Two Hundred Sixty-Six and 67/100 Dollars and said sum being two-thirds of the appraised value thereof and said Wm De Bolt being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Two Hundred Sixty-six 67/100 Dollars — Service, 3.00 Summoning Appraisers 1.20 - Conveying Appraisers 1.00 - Writing Appraisal 30 - Notice to printer 30 - Mileage 2.56, Postage 2.70 - Total $8.36 - Appraisers Fees $3.00 - Clerks Fees $7.20 — M. Hopkins Sheriff By A. H. Goodwin Deputy.

Afterwards on the 21st day of Dec. 1886 the following proof of publication was filed with the Clerk of said Court, to-wit:-

Proof of Publication

Henry H. Adams vs. George Metzger

4883.

Sheriff's Sale
On Order of Sale
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 Ohio, I will offer at Public Sale at the north door of the Court House in Marysville, Ohio on Saturday, Dec. 19th 1883, at or about the hour of one o'clock P.M. on said day the following described real estate to-wit:- Situated in the Village of Richwood, County of Union and State of Ohio and bounded and described as follows:- Being all of Lot No. 249 in Marriott's Addition to said Village of Richwood. Appraised at $400.00 Terms of sale cash

Marion Hopkins, Sheriff Union County.
P. R. Kerr, Attorney

Nov. 10th 1883 - 5w. p.f. $7.20

State of Ohio, Union County, ss. } A. Robert Smith do make oath that the advertisement of which the annexed is copy was published for 6 weeks, to-wit Nov. 12th, 19th, & 26th and Dec. 3rd, 10th & 17th A.D. 1886, in the Richwood Gazette a weekly Newspaper printed in and being of general circulation within said county, and of which I am editor.

Robert Smith.

Sworn to and subscribed before me this 21st day of Dec. A.D. 1886.

J. D. Burgner, Clerk.

Afterwards on the 21st day of December A.D. 1883, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry

1883

Henry H. Adams, by Simeon Adams his next friend, Plaintiff vs. George Metzger Defendant.

Court of Common Pleas
Union County, Ohio.

This day came the plaintiff and and upon his producing the return of the Sheriff of the sale by him made and upon motion to confirm the same and the Court after careful examination of the proceeding had and the sale made by said Sheriff do find the same correct and in conformity to law and do therefore approve and confirm the same, and the sheriff is ordered to convey said premises to the purchaser by a good and sufficient deed and the Court

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coming now to distribute the proceeds of said sale amounting to the sum of $266.62 it is ordered that the Sheriff out of the funds in his hands pay:
1st Taxes due on said premises amounting to $
2nd To the Clerk of this Court the costs of this action taxed to $
3rd To the plaintiff the amount heretofore found due him with his interest to-wit: $ And the Court finding the sum of $ still remaining in the hands of the Sheriff, the same is hereby ordered paid over to the said defendant George Metzger.

Attest J. R. Burgner Clerk.
By A R Burgner, Deputy.

Pleas before his Honor John A Price, Judge of the Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio, on the 19th day of October in the year of our Lord one thousand eight hundred and eighty five. Whereof, to-wit: On the 19th day of September A.D. 1885, the following Petition was filed with the Clerk of said Court

J. B. Van Wagener
vs.
Thomas Grindell

Petition
49 03

} Court of Common Pleas, Union County, Ohio.

Plaintiff says: defendant is indebted to him on a promissory note of which the following is a copy with all credits and indorsements: " $350.00 Richwood Ohio: July 23" 1884"
" Ten months after date I promise to pay to the order of J. N. Davidson "
" Three Hundred and Fifty Dollars at Bank of Richwood, value received "
" with Six % interest from date. Thomas Grindell "
Indorsed - J. N. Davidson - Demand and Notice waived - Geo. H Van Wag-
" ener - Pd on within note March 21" 1885 Seventeen (17.") Dollars J. B. Van Wagener"
Said note duly protested and fee for the same amounting to $1.25 which was paid by plaintiff. Plaintiff is the legal owner and holder of said note there is due him thereon from said defendant the sum of $347.00 with interest thereon at 6 per cent from the 21st day of March 1885 and $1.25 protest fee
Wherefore plaintiff prays judgment against said defendant for said sum of $347.00 with interest thereon from the 21st day of March 1885 and protest fee 1.25

S. S. Gardiner Attorney for Plaintiff

State of Ohio
Union County ss. } S. S. Gardiner being duly sworn says 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 which instrument is now in his possession, and that he believes the facts and allegations in the foregoing petition are true

S. S. Gardiner.

Sworn to and subscribed in my presence this 18th day of September 1885.
W. J. Rucker Notary Public. Seal

Notarial fees 40 cts

Praecipe To Clerk:-
Issue a Summons upon the petition in above case to Sheriff of Union County, returnable according to law. Amount claimed $347.00 and int. at 6% from March 21st 1885 and 1.25 protest fee.

S. S. Gardiner

On the 19th day of September A.D. 1885, the following Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons 1903. The State of Ohio, } Summons in Action for Money Only.
Union County ss. } To the Sheriff of the County of Union Greeting:-

We command you to notify Thomas Grindell that he has been sued by J.B. Van Wagener in the Court of Common Pleas of Union County, and that unless he answer by the 17th day of October A.D. 1885 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 28th day of September A.D. 1885. Witness my hand and the Seal of said Court, this 19th day of September A.D. 1885, at Marysville, O.

J. D. Burgner, Clerk By W. M. Winget, Deputy. (Seal)

Endorsed: Money Only. Amount Claimed $347.00 and interest as follows, at per cent on $347.00 from March 25th 1885 and $1.25 protest fee. S.S. Gardiner Plaintiffs Attorney.

Said Writ returned and filed Sept. 28th 1885, endorsed as follows, to-wit:-

The State of Ohio, } Sheriff's Return
Union County, ss. } Received this Writ Sept. 19th A.D. 1885 at 2 o'clock P.M. And pursuant to its command, on the 22nd day of Sept. A.D. 1885, I served the same by leaving a true copy of this Summons with endorsements thereon at the usual place of residence of the within named defendant.-Service 30, Mileage 3.20, Copy 20, Total $3.70

M. Hopkins Sheriff By A.H. Goodwin Deputy.

Afterwards on the 20th day of October A.D. 1885, an Entry was made on the Journal of said Court which reads as follows, to-wit:-

Entry 1903. J.B. Van Wagener vs. Thomas Grindell } Court of Common Pleas, Union County, Ohio.

This day came the plaintiff by his attorney and the defendant being in default for answer or demurrer the Court find that the allegations of the petition are confessed by him to be true and that the defendant is indebted to said plaintiff upon said promissory note in the sum of $359.00 with 6 per cent interest thereon from this date. It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of $359.00 and his costs herein expended taxed at $

Attest-J. D. Burgner Clerk,
By A. R. Burgner, 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 19th day of October in the year of our Lord one thousand eight hundred and eighty-five. Heretofore, to-wit:- On the 12th day of September A.D. 1885 the following Petition was filed with the Clerk of said Court:-

Petition 4886. W. B. Ballinger Plaintiff vs. L. E. Bates, M. E. Bates, Ellis R. Bates, W. S. Chapman, Timothy Fahey and Fahey Bank, A. H. Ballinger, Defendants.

Court of Common Pleas
Union County, Ohio.

The plaintiff says: 1st. On the 1st

day of August 1883 the defendant L. E. Bates made and delivered to the plaintiff his three promissory notes for a good and valid consideration of which the following are true copies.

" Aug. 1st 1883 "

2. " One year after date for value rec'd. I promise to pay W. B. Ballinger or bearer " " Two Hundred and Twenty-nine and 47/100 Dollars with six per cent interest from " " date, secured by mortgage

L. E. Bates.

3. Aug. 1st 1883 "

" Two years after date for value rec'd I promise to pay W. B. Ballinger or " " bearer Four hundred dollars with six % interest from date, secured by mortgage " "

L. E. Bates.

4. " Aug 1st 1883, Three years after date for value rec'd I promise to pay " " W. B. Ballinger or bearer Five Hundred Dollars with six % interest from " " date. Secured by mortgage.

L. E. Bates. "

5. The defendant L. E. Bates and his wife M. E. Bates on the 1st day of August 1883, to secure the payment of said notes executed and delibered to the plaintiff their mortgage deed and thereby conveyed to the plaintiff, his heirs and assigns the following lands and tenements Situate in said County of Union in the State of Ohio and in the Township of York and in M. Mil. S. 32 36 and bounded and described as follows:- " Beginning at a stake N. E. corner to " " land owned by L. E. Bates, thence S. 81 1/2 E. 68 7/100 poles to a stake S. W. to land " " owned by A. P. Harvey, and in the South line of land owned by B. Danforth " " thence S. 9 1/4° W. 38 poles to a stake in the centre of the Bybalia & West-Mans- " "field Gravel Road, thence with centre of said road S. 70 1/2° W. 78 87/100 poles to a " " stake, thence N. 7 1/2 E. 95 7/10 poles to the place of beginning Containing 32. 95/100 Acres"

6. On the 27th day of December 1883, at 11 1/4 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 by him Dec. 28th 1883, in Vol. 20 Page 462, in Union County Record of Mortgages.

7. The said deed has become absolute, there is due and remaining unpaid upon said indebtedness the sum of Thirteen Hundred and Eighty-five and 29/100 Dollars with 6 % interest from September 11th 1885.

8. The plaintiff does not know whether any of said defendants have at this time any subsisting lien upon said premises, and he demands proof of the same.

9. The plaintiff asks that his mortgage may be foreclosed, the priorities of lien determined, the said lands and tenements ordered to be sold, and the proceeds applied to the payment of the debt due him, and execution awarded for the balance.

Cameron & Woodburn Attorneys for Plaintiff

The State of Ohio, }
Union County, ss. } W. B. Ballinger being sworn says that the facts stated and allegations in his foregoing petition are true as he verily believes

W. B. Ballinger.

Sworn to before me and signed in my presence this 12th day of September 1885.

John M. Broderick Notary Public, Union Co. Ohio.

Clerk:-

Issue Summons in the above case returnable according to law Amount. Foreclosure mortgage $1385. 20/100 with 6% from Sept. 11th 1885.

Issue Summons to Sheriff of Marion Co. O. for the defendant Timothy Fahey & Fahey Bank,

Cameron & Woodburn

Praecipe

Clerk:-

Issue Summons for L. E. Bates and M. E. Bates to Sheriff of Logan County, Ohio - Foreclosure Mortgage - Amount claimed $1385 20/100 with 6% from Sept. 11th 1885.

Cameron & Woodbury.

On the 24th day of Sept. A.D. 1885, the following Summons was issued by the Clerk of said Court, to-wit:-

Summons 4886

The State of Ohio, Union County, ss. } Summons.

To the Sheriff of the County of Union, Greeting:-

We command you to notify Ellis R. Bates and O. S. Chapman that they et. al. have been sued by W. B. Ballenger in the Court of Common Pleas, of Union County, and that unless they answer by the 24th day of Oct. A.D. 1885 the petition of said W. B. Ballenger against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 5th day of Oct. A.D. 1885. Witness my hand, and the seal of said Court this 24th day of September A.D. 1885. J. P. Burgner, Clerk. [Seal]

Said Writ returned and filed Sept 29th 1885 endorsed as follows:-

Sheriffs Return

The State of Ohio, Union County, ss. } Sheriffs Return.

Received this Writ Sept. 25th A.D. 1885 at 3 o'clock P.M. and pursuant to its command, on the 26th day of Sept. A.D. 1885, I served the same by handing a true copy of this Summons with the endorsements thereon to the within named defendant O. S. Chapman and by leaving a true copy of this Summons with endorsements thereon at the usual place of residence of the within named defendant Ellis R. Bates --- Service 45, Mileage 2.56, Cop. 40, Total $3.41 ---

M. Hopkins Sheriff By A. H. G. Deputy.

Summons 4886

The State of Ohio, Union County ss. } Summons.

To the Sheriff of the County of Marion Greeting:-

We command you to notify Timothy Fahey and Fahey's Bank (Impleaded with L. E. Bates and others) that they have been sued by W. B. Ballenger in the Court of Common Pleas of Union County, and that unless they answer by the 24th day of Oct. A.D. 1885, W. B. Ballenger against them filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 5th day of October A.D. 1885.

[Seal] Witness my hand and the seal of said Court this 24th day of September A.D. 1885.

J. P. Burgner Clerk.

Sheriffs Return 4886

Said Writ returned and filed Sept. 26th 1885, endorsed as follows, to-wit:-

The State of Ohio } Sheriff's Return.

Marion County, ss } Received this Writ Sept. 24th A.D. 1885, at 1 o'clock P.M. and pursuant to its command, on the 24th day of September A.D. 1885 I served the same by delivering a true and certified copy of this summons with the endorsements thereon to the within named Timothy Fahey and Timothy Fahey as president of Fahey's Bank personally. --- Service 45, Mileage 32. Return & Post. 15 - Cop 32 - Total $1.24 ---

T. C. Beckly Sheriff By S. B. Rice Deputy

Summons 4886

The State of Ohio, Union County, ss. } Summons

To the Sheriff of the County of Logan Greeting:

We command you to notify L. E. Bates and M. E. Bates that they & others have been sued by W. B. Ballenger in the Court of

Sheriff's Return

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Answer

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Common Pleas, of Union County, and that unless they answer by the 24th day of October A.D. 1885, the petition of said W.B. Ballenger 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 by the 25th day of October A.D. 1885. Witness my hand and the seal of said Court, this 24th day of Sept. A.D. 1885.

J.A. Buegree, Clerk. [Seal]

Said Writ returned and filed endorsed as follows - Oct. 6th 1885. ---

Sheriff's Return

The State of Ohio } Sheriff's Return.
Logan County, ss } Received this Writ Sept. 25th A.D. 1885, at 11 o'clock A.M. and pursuant to its command, on the 26th day of September A.D. 1885, I served the same by delivering a certified copy thereof with the endorsements thereon to the within named L. E. Bates and M. E. Bates. -- Service 4.5; Mileage 2.5, Copies 32, Return, Total $3.58.

W.H. Loyd Sheriff of Logan County Ohio

Afterwards on the 17th day of October A.D. 1885, the following Answer and Cross Petition was filed with the Clerk of said Court:-

W. B. Ballinger Plaintiff
vs.
L. E. Bates, M. E. Bates, Ellis R. Bates, C.S. Chapman, Timothy Fahey, Fahey's Bank and A.H. Ballinger, Defendants.

Court of Common Pleas, Union County, Ohio.

Answer & Cross Petition.

Answer

4586

Now comes C.S. Chapman one of the defendants and for his answer and Cross petition says - That on or about the 15th day of September 1879 A.H. Ballinger conveyed by a deed of general warranty to the said W.B. Ballinger the premises described in plaintiffs petition - and the said W.B. Ballinger to secure to the said A.H. Ballinger, his part of purchase money executed notes and mortgage upon upon the premises in plaintiffs petition described. And that on or about August 1st 1883, the plaintiff sold and conveyed by deed of general warranty the premises described in his petition to the defendant L. E. Bates. The defendant C.S. Chapman says that his cause of action is found upon a promissory note secured by mortgage made and executed by W.B. Ballinger - and is the first lien upon the premises described in plaintiffs petition.

1" The following is a true copy of said note " April 1st 1880 "
" On or before the first day of July 1884, I promise to pay A.H. Ballinger or bearer "
" the sum Two Hundred and Twenty five and 45/100 Dollars for value received "
" with 6 per cent. Secured by mortgage. W. B. Ballinger "

2. To secure the payment of said note the said W.B. Ballinger and his wife Emma Ballinger on — — executed and delivered to the said A.H. Ballinger his mortgage deed and thereby conveyed to him his heirs and assigns the following lands and tenements as described in plaintiffs petition And that said mortgage was filed for record with the Recorder of Union County O. July 22nd 1880 10 o'clock A.M. and by him Recorded July 28th 1880 Book No. 15 P. in Records of Mortgages

3. The said deed has become absolute. There is due and remaining unpaid upon said indebtedness the sum of three hundred Dollars and forty five cents with interest at 6 per cent from Oct 17th 1885. The defendant C.S. Chapman says he is the legal owner of said note and for which he has paid a good and valid consideration - Therefore prays that said mortgage may be foreclosed the priority of liens determined, the said lands and tenements ordered to be sold and the proceeds applied to the payment of his debt due him and

execution awarded for balance. Cameron & Woodburn Attys.

The State of Ohio, }
Union County, ss. } O. S. Chapman being sworn says that the facts stated and allegations in his foregoing answer and Cross petition are true as he verily believes

O. S. Chapman.

Sworn to before me and subscribed in my presence this 17th day of October 1885.

J. D. Burgner Clerk [Seal]

Afterward, on the 26th day of Oct. 1885, an Entry was made on the journal of said Court which reads as follows, to wit:-

Entry — W. B. Ballinger vs. L. E. Bates et. al. } Court of Common Pleas, Union County, Ohio.

4886 This cause now coming on for hearing, was submitted to the Court on the pleadings and the evidence, and on consideration thereof the Court find on the issue joined for the plaintiff. And that there is due to the plaintiff from the defendant L. E. Bates on the promissory notes set forth in the petition, the sum of Thirteen Hundred and Ninety five and 68/100 dollars with 6 per cent interest from October 26th 1885. The Court further find that in order to secure the payment of said note the defendant L. E. Bates and M. E. Bates his wife, executed and delivered to said W. B. Ballinger their certain mortgage as in the petition described and on the premises therein described; that said mortgage was duly recorded in book 20 page 462 of the records of mortages of Union County, Ohio and is a good and valid ___ on the premises described in the petition and the conditions of said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the defendant L. E. Bates the sum of Thirteen Hundred and Ninety five and 68/100 Dollars and his costs herein expended. And it is further adjudged and decreed that unless the defendant L. E. Bates 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 cause and to the plaintiff herein the sum so found due as aforesaid, with interest from October 26th 1885, at 6 per cent the defendants equity of redemption be foreclosed and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County directing him to appraise, advertise and sell said premises as upon execution and report his proceeding to this Court for further order.

On the 30th day of October A.D. 1885 the following Order of Sale was issued by the Clerk of said Court, to wit:-

Order of Sale — The State of Ohio, Union County, ss. } Order of Sale

To the Sheriff of said County, Greeting:-

Whereas at a term of the Court of Common Pleas, held at Marysville, in and for said County, on the 26th day of Oct. A.D. 1885, in the cause of W. B. Ballinger Plaintiff and L. E. Bates et. al. Defendants, said W. B. Ballinger obtained a judgment or decree against the said L. E. Bates et. al. for the sum of Thirteen hundred and ninety-five and 68/100 Dollars and costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed that said L. E. Bates shall within three days from the 26th day of Oct. A.D. 1885, pay unto the said W. B. Ballinger the said sum of Thirteen hundred and ninety five and 68/100 Dollars with interest from 26th day of Oct. A.D. 1885 at the rate of 6 per cent per annum and to the Clerk of this Court the costs

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of this action herein, taxed to $ and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in plaintiffs petition, &c.: And whereas the three days aforesaid have fully expired and the said sum of $1395.62 with interest and costs have not been paid as aforesaid, as appears to us of record. You are therefore commanded to proceed, and appraise, advertise and sell as aforesaid, the following lands and tenements, to-wit:- Situate in the Township of York County of Union and State of Ohio, bounded and described as follows: Soc Virginia Military Survey No. 3236, beginning at a stake N. E. corner to land owned by L. E. Bates, thence S. 81½ E. 68 7/10 poles to a stake S. W. to land owned by A. P. Harvey and in the South line of land owned by B. Danforth, thence S. 9¼ W. 55 poles to a stake in the center of the Bybalia and West Mansfield Gravel Road, thence with center of said road S. 70½ W. 78 8/100 poles to a stake, thence N. 9½ E 95 7/10 poles to the place of beginning containing 32 95/100 acres. 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 herein; 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 30th day of Oct. A. D. 1885. J. Q. Bongner Clerk.

(Seal)

Sheriff Return

The State of Ohio, } Sheriffs Return
Union County, ss. } In obedience to the command of the Order of Sale hereto annexed I did on the Order of Sale hereto annexed I did on the 30th day of October 1885 summon W. H. Plotner, Isaac Skidmore, Bliss Danforth three disinterested freeholders, residents of the said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward, on the 30th day of October A. D. 1885 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 Fifty-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 4th day of November 1885 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 5th day of December A. D. 1885, at 1½ 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 December A. D. 1885, at the time and place above named proceed to offer said lands and tenements at public sale, and then and there came J. N. Wilgus who bid for the same the sum of Forty six + 4/100 Dollars and said sum being more than two thirds of the appraised value thereof, and said J. N. Wilgus 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 Forty six + 4/100 Dollars per acre. Fees Sheriff 3.00 Summoning Appraisers 1.20

Swearing and Conveying Appraisers 1.20 Writing Appraisal .30, Copy of Appraisal .30, Notice to Printer .30 Affidavit to Printer .30, Writing Notice .30, Mileage 2.56, Postage .20, .32. Appraisers fees 3.00 Printers fees 11.00 — M Hopkins Sheriff
By A.H. Goodwin Deputy.

Afterwards, on the 17th day of Dec. A.D. 1886, the following Proof of Publication was filed with the Clerk of said Court to-wit:-

Proof of Publication
1886

W. B. Ballinger
vs.
L. E. Bates et. al.

Sheriff's Sale
On Order of Sale
Court Common Pleas, Union County, Ohio

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, December 5th 1885, 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 York, county of Union and State of Ohio, and bounded and described as follows:- the Virginia Military Survey No. 3236 beginning at a stake north east corner to land owned by L. E. Bates; thence south 81½ east 68 7/100 poles to a stake south west to land owned by A.P. Harvey and in the south line of land owned by B. Danforth; thence south 9¼ West 58 poles to a stake in the center of the Bucyrus and West Mansfield gravel road; thence with the center of said road south 70½° West 78 3/100 poles to a stake: thence north 9½ East 92 7/10 poles to the place of beginning containing 32. 95/100 acres. Appraised at $56.00 per acre - Terms of Sale Cash. Marion Hopkins Sheriff of Union Co.
Cameron & Woodburn, Attorneys. Nov. 4th, 85-520-pf-$11.00

The State of Ohio,
Union County ss

The undersigned being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the Marysville Tribune, a newspaper of general circulation in the County of Union, the first publication beginning with Nov. 4th 1885. L. E. Englis

Sworn to and subscribed before me, this 17th day of Dec. 1885.
J. D. Brugner Clerk

Afterwards on the 22nd day of Dec. A.D. 1885 the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry
4886

W. B. Ballinger
vs
L. E. Bates et. al.

Court of Common Pleas, Union County, Ohio.

On motion of the plaintiff and on his producing the return of the Sheriff of the Sale made by him 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 J.N. Wilgus by deed in fee simple the lands and tenements so sold, and the said purchaser is hereby subrogated to all the rights of the said lien holder in said premises so far as they may be paid herein for the the protection of his title and a writ of possession is awarded to put said purchaser in possession of said premises. And the Court coming now to distribute the proceeds of said sale amounting to $1532.17 it is ordered that the Sheriff out of the money in his hands pay: 1st To the Treasurer of said County

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the taxes and penalty that may be due on said premises amounting to $48.64
2nd To the Clerk of this Court the costs of this action taxed to $58.83
3rd To B. S. Chapman the sum of $208.00 being the sum which the Court find to be due to him upon the note and mortgage set forth in his answer and cross petition and which is the prior lien upon said premises.
4th That the balance of the said purchas money amounting to $116.62 be pay to the said plaintiff and there still remaining due to the said plaintiff the sum of Two Hundred and Sixty two 74/100 Dollars ($262.74) It is considered that he recover the same from the said defendant L. E. Bates and execution is awarded therefor.

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

Pleas before His Honor John A Price, Judge of the 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 Tenth Judicial District of the State of Ohio, on the 19th day of October in the year of our Lord one thousand eight hundred and eighty five. Heretofore, To-wit: On the 22nd day of September A.D. 1885 the following Petition was filed with the Clerk of said Court, to-wit:-

John B. Miller, Plaintiff
Against
Jacob Krouskop, D. T. Krouskop and
J. B. Krouskop, Defendants

Petition

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

Plaintiff says: That this his action is founded upon a written instrument for the payment of money only of which the following is a copy: " $262.00 Nov. 23rd 1883"

" Eighteen months after date we promise to pay to the order of H. Hathaway " " or bearer Two Hundred and Fifty Two Dollars at six per cent interest- " " Value received " Jacob Krouskop " " D. T. Krouskop " " " J. B. Krouskop "

Indorsed: "H. Hathaway" There are no credits or indorsements other than above on said note. That plaintiff purchased said — from said Hathaway, before due for a full, fair and valuable consideration, there is due from said defendants to said plaintiff on said note the sum of Two Hundred and Fifty two Dollars with six per cent interest thereon from November 23rd 1883, and for which sum and interest plaintiff asks judgment against said defendants. Brodrick & Wm. Campbell
Attorneys for Plaintiff

The State of Ohio,
County of Union, ss } John M. Brodrick, being sworn makes oath that he is one of the Attorneys for said plaintiff, duly authorized, that this action is founded upon a written instrument for the payment of money, which instrument is now in affiants possession, 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 22nd day of September A.D. 1885. J. D. Burgner Clerk.

Clerk:-

Issue summons to defendants. to Sheriff of Union Co. Ohio, returnable according to law. Indorse "Money only. Amount claimed $252 ^{00} @ 6 % int. from Nov. 23rd 1883. Brodrick & McCampbell Attorneys for Plaintiff.

On the 22nd day of September A.D. 1885, the following summons was issued by the Clerk of said Court, to-wit:-

Summons 1907

The State of Ohio } Summons in Actions for Money Only.
Union County, ss. } To the Sheriff of the County of Union Greeting:-

We command you to notify Jacob Kronskof, D. T. Kronskof and J. B Kronskof that they have been sued by John B. Miller in the Court of Common Pleas of Union County, and that unless they answer by the 24th day of October A.D. 1885, the petition of said John B. Miller against them filed in the Clerks office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 5th day of Oct. A.D. 1885. Witness my hand and the Seal of said Court this 22nd day of September A.D. 1885, at Marysville, O. J. D. Burgner Clerk
By W. W. Winget, Deputy.

Seal

Endorsed:- Money only, Amount claimed: $252 ^{00} and interest as follows, at 6 per cent from Nov. 23rd 1883. Brodrick & McCampbell Plaintiffs Attorney.

Said Writ returned and filed Sept. 29th 1885, endorsed as follows, to-wit:-

Sheriffs Return

The State of Ohio } Sheriffs Return.
Union County, ss. } Received this Writ Sept. 22 A.D. 1885, at 2 o'clock P.M. and pursuant to its command, on the 24th day of Sept. A.D. 1885, I served the same by leaving a true copy of this Summons with endorsements thereon at the usual place of residence of the within Jacob Kronskof and by handing a true copy of this Summons with endorsements thereon to the defendants D. T. Kronskof to J. B. Kronskof — Service 60, Mileage 3.04, Copy 60, Total $4.24

W. Hopkins Sheriff By A. H. Goodwin Deputy

Afterward on the 26th day of Oct. A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry No. 4907

John B. Miller
vs.
Jacob Kronskof and J. F. Kronskof

In Union Common Pleas
Journal Entry.

Now comes the plaintiff by his Attys and the defendant 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 said defendants are indebted to plaintiff in the sum of $280.91 with 6% int. from Oct. 19th 1885 thereon. It is therefore considered by the Court that the said plaintiff John B. Miller recover from the said defendants Jacob Kronskof and J. F. Kronskof, the said sum of $280.91 with interest thereon at the rate of 6% from Oct. 19th 1885, and his costs herein expended taxed at $

Attest- J. D. Burgner Clerk,
By A. R. Burgner, 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 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 19th day of October in the year of our Lord one thousand eight hundred and eighty five. Heretofore, to-wit:- On the 15th day of September A.D. 1885, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

William Parmer, Plaintiff
Against
David Green and Benjamin H. Bowdre, Defendants

Court of Common Pleas
Union County, Ohio
Petition

4891

The Plaintiff says: That this his action is founded upon a promissory note of which the following is a copy, to-wit:- "$130.00 Oct. 6th 1884

"Nine (9) months after date we promise to pay to H. O. "
"Johnson or bearer One Hundred and Thirty Dollars at 6% from date "
"value received with interest at per cent per annum." David Green "
"Benjamine H Bowdre

There are no credits thereon- After the execution and delivery of said note the plaintiff for a full fair and valuable consideration purchased said note and is now the owner and holder thereof. There is now due from the defendants to the plaintiff on said note the sum of One Hundred and Thirty Dollars which he claims with 6% int. from Oct. 6th 1884 and for which he asks judgment. A.T. Carpenter Atty. for Plaintiff.

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

Sworn to by A.T. Carpenter before me and signed by him in my presence this 14th day of Sept. 1885. J. A. Burgner, Clerk.
By W. H. Winget Deputy.

To Clerk:-

Issue summons in above entitled case returnable according to law- Indorse "Amt. claimed $130.00 @ 6% int. from Oct. 6th 1884. A.T. Carpenter.

On the 15th day of September A.D. 1885, the following Summons was issued by the Clerk of said Court, to-wit:-

Summons

The State of Ohio } Summons in Action for Money Only
Union County, ss. } To the Sheriff of the County of Union, Greeting:

4891

We command you to notify David Green and Benjamine H. Bowdre that they have been sued by William Parmer in the Court of Common Pleas of Union County, and that unless they answer by the 27th day of Oct. A.D. 88 the petition of said plaintiff against them filed in the Clerks office of said Court such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 28th day of Sept. A.D. 1885,

Witness my hand and the Seal of said Court this 15th day of Sept. A.D. 1885 at Marysville, Ohio. J. Q. Burgner, Clerk. {Seal} By W. W. Winget, Deputy.

Endorsed: Money Only: Amount claimed, $130.00 and interest as follows, at 6 per cent per $130.00 from Oct. 6th 1884. A. F. Carpenter Plaintiff's Attorney. Writ returned and filed Sept. 29th 1885, endorsed as follows, to-wit:-

Sheriff's Return

The State of Ohio, } Sheriff's Return.
Union County ss. } Received this Writ Sept. 15th A.D. 1885 at 9 o'clock A. M. And pursuant to its command, on the 24th day of Sept. A.D. 1885 I served the same by leaving a true copy of this Summons with endorsements thereon at the usual place of residence of the within named defendants. — Service 45, Mileage 3.20, Copy 40, Total $4.05.

M. Hopkins Sheriff.
By A. H. Goodwin Deputy.

Afterward, on the 20th day of Oct. A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry 4891

William Parmer
vs.
David Green & Benjamine F. Bowdre

And now comes the said William Parmer and the David Green and Benjamine F. Bowdre having failed to demur or answer to the petition of the said William Parmer it is considered that the said William Parmer ought to recover the said sum of $130.00 so demanded in his petition together with the sum of $8.01 which the Court finds due as the interest thereon, computed up to the 19th day of October 1885) as prayed for in said petition: it is therefore considered that the said William Parmer recover against the said David Green and Benjamine F. Bowdre, the said sum of $138.01 together with his costs in and about his suit in this behalf expended taxed to $

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

Pleas before his Honor John A. Price Judge of the Court of Common Pleas begun and held at the Court-House in the town of Marysville, within and and for the County of Union of the Third Sub-Division of Tenth Judicial of the State of Ohio, on the 19th day of October in the year of our Lord one thousand eight hundred and eighty-five. Heretofore, to-wit:- On the 3rd day of September A.D. 1885, the following Petition was filed with the Clerk of said Court,

Petition 4876

Laura Cole, Plaintiff
Against
Joshua Cole, Defendant-

Court of Common Pleas, Union County, Ohio.

The plaintiff says:- That she has been a resident of the State of Ohio for one year last-past and is now a bona fide resident of the said County of Union. That on or about the 11th day of January 1869 in said County of Union she was married to the defendant Joshua Cole, and she has ever since said marriage conducted herself toward the said Joshua Cole as a faithful wife, yet the said plaintiff avers that at the time of her said marriage with the said Joshua Cole, he the

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he, the said Joshua Cole, had a former wife then living to whom the said Joshua had been before that time legally joined in marriage, and who at the date of the said marriage of the plaintiff with the said Joshua was the legal wife of the said Joshua Cole. The plaintiff therefore prays that she may be divorced from the said Joshua Cole and that said marriage with said Joshua be declared and decreed to be null and void. Porter & Porter Attorneys for Plaintiff.

The plaintiff, Laura Cole being duly sworn makes oath that the facts stated in the foregoing petition are true as she believes. Laura her x mark Cole

Sworn to by the said Laura Cole before me and signed by her in my presence this 3rd day of September A.D. 1885. John D. Burgner, Clerk [Seal]
By W. M. Winget, Deputy.

Praecipe

To the Clerk:-

Issue a Summons to the Sheriff of Franklin County, Ohio returnable according to law, to-gether with a copy of this petition to be served upon the defendant. Porter & Porter Attorneys for Plaintiff.

On the 3rd day of September A.D. 1885, the following Summons was issued by the Clerk of said Court, to-wit:-

Summons

The State of Ohio, Union County, ss. } Summons in Divorce. To the Sheriff of Franklin County:-

4876

You are commanded to notify Joshua Cole that Laura Cole 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 hereunto delivered to you to be served on him, charging him with having another wife, 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 14th day of September A.D. 1885. Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court at Marysville, O. this 3rd day of September A.D. 1885. J. D. Burgner, Clerk [Seal]
By W. M. Winget Deputy Clerk

Said Writ returned and filed Sept. 14th 1885, indorsed as follows, to-wit:-

I hereby acknowledge service of the within Summons and waive the service of same by the Sheriff, and I hereby enter my appearance in the within named cas. and I acknowledge service upon me of a certified copy of the petition filed in said case by the plaintiff. Sept. 9th 1885. Joshua Cole.

Afterwards on the 31st day of October A.D. 1885 the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Laura Cole vs. Joshua Cole } Court of Common Pleas, Union County Ohio.

Entry

4876

This day this cause came on to be heard upon the petition of plaintiff and the evidence and the Court being fully advised in the premises do find that the defendant was duly served with process and legally made a party defendant herein, and that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for more than one year next preceding said filing, and was at that time a bona fide resident of said County of Union and that the parties hereto were married as in said petition set forth, to-wit; on the 11th day of January 1869

and the Court further find upon the evidence adduced that at the time of said marriage between the parties hereto that the said Joshua Cole had a former wife then living and from whom he had not been divorced and who was then his legal wife. It is therefore considered, adjudged and decreed that said marriage contract between the said parties hereto be and the same is hereby declared ab initio, null and void and of no force and effect to bind either of said parties, and the same is hereby dissolved set aside and held for naught and the parties hereto released from the obligations of the same and that the plaintiff be restored to her former name of Laura Gibson and it is further ordered and adjudged that the plaintiff pay the costs herein taxed at $ and no default of payment that execution issue therefor.

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

Order of Injunction

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 19th day of October in the year of our Lord one thousand eight hundred and eighty-five. Heretofore, to-wit: On the 19th day of September A.D. 1885, the following Petition was filed with the Clerk of said Court.

Petition

Viola Brokaw
vs.
William Brokaw

} Court of Common Pleas, Union County, Ohio.

4902

Plaintiff says: She has been a resident of the State of Ohio for the year last past and is now a bona fide resident of the County of Union. On or about the 3 day of April 1871 she was married to the defendant and has ever since conducted herself towards him as a faithful and obedient wife. The following children were borne of such marriage, to-wit: Maud who is 14 years of age, Edgar who is 12 years of age, Mildred who is 9 years of age. Ernest who is 6 years of age.

1. Defendant has been guilty of habitual drunkenness for more than three years last past.

2. Defendant has also for more than three years last past failed and willfully neglected to provide plaintiff and his family 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 and dissipation. Plaintiff further states - that she is entitled in her own right to all of the household furniture and effects be as - bedding and all other property in and about the dwelling where she now resides in Richwood, Union County Ohio and the same is in her possession. That the defendant from habitual intemperance is about to proceed fraudulently to convert the same to his own use for the purpose of placing the same beyond her reach and depriving her of the benefit thereof. Wherefore plaintiff prays that she may be divorced from said defendant and may be restored to her maiden name (Viola Fisher) and that the custody of said children may be to her and that said defendant may be enjoined from disposing of or interfering with said property until the final hearing hereof and for such other as

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is proper S. S. Gardiner Attorney for Plaintiff.

State of Ohio, } Viola Brokaw the Plaintiff being duly sworn says the
Union County, ss. } facts and allegations set forth in the foregoing petition are true as she verily believes.

Viola Brokaw.

Sworn to and subscribed before me this 16th day of September 1885.

M. W. Hill Justice of the Peace.

To Clerk:-

Issue summon & copy of petition in above case to Sheriff of Union Co. returnable according to law in Divorce cases. - Gardiner.

Also on the 19th day of Sept. 1885 an Order of Injunction was filed with the Clerk of said Court which reads as follows, to-wit:-

Order of Injunction

Before the Probate Judge.

Order of Injunction

Viola Brokaw. } Motion for Temporary Injunction in
vs. } The Court of Common Pleas Union Co. Ohio.
William Brokaw }

And now, on this 19th day of September 1885, came the plaintiff by S. S. Gardiner her attorney; and it being made to appear, that there is at this time no Common Pleas, Circuit or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff herein filed, and after hearing the argument of counsel, and being fully advised in the premises, it is considered and ordered that a temporary injunction be and the same is hereby allowed in this case to restrain the said defendant from disposing of or interfering with the property described in the petition until the final hearing of this case as prayed for in said petition of plaintiff. It is further ordered that the Clerk of the Court of Common Pleas issue summons in this case indorsed injunction allowed without said plaintiff giving an undertaking to the said defendant.

J. B. Coats Probate Judge {Seal}

On the 19th day of September A.D. 1885 a summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons

The State of Ohio } Summons in Divorce
Union County, ss. } To the Sheriff of Union County

4902

You are commanded to notify William Brokaw that Viola Brokaw 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 hereunto delivered to you to be served on him), charging him with habitual drunkenness and neglect of duty and asking that she be divorced from him, and that she may have custody of children and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons, on the 28th day of September A.D. 1885. Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court at Marysville O. this 19th day of September A.D. 1885.

J. D. Burgner Clerk. {Seal}
By W. Lee Winget Deputy Clerk.

Endorsed; Summons in Action for Divorce and Injunction Allowed
S. S. Gardiner Attorney.

Sheriffs Return

The State of Ohio, Union County, ss.

Received this writ on the 19th day of September A.D. 1885, and on the 22nd day of September A.D. 1885, I served the same by handing the within named defendant a true copy thereof with endorsements thereon, to gether with a certified copy of the petition — Service 60 Copy 20, Mileage 5:12. Total 85.92

Wm. Hopkins, Sheriff
By A. H. Goodwin Deputy.

Afterwards on the 13th day of November A.D. 1885, an Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry

Viola Brokaw
vs.
Wm. Brokaw

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

4902

Now came the plaintiff and the defendant having been duly served with Summons and a copy of the Petition herein and having failed to appear the Court find him in default for answer and demurrer to said petition and that the allegations thereof are confessed by him to be true, the Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona fide resident of this County of Union and that the parties hereto were married as in said petition set forth — The Court further find upon the evidence adduced that the defendant has been guilty of habitual drunkenness and gross neglect of duty towards the plaintiff for more than three years next preceding the filing of the petition and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Viola Brokaw and William Brokaw be and the same hereby is dissolved and both parties are released from the obligations of the same. It is therefore ordered that the custody care education and control of the said children of the parties hereto be until further order confided to the said plaintiff exclusively, but it is hereby ordered that the defendant have the privilege of visiting said children once each week on Thursdays between the hours of three and five o'clock P. M. and any violation of this privilege by either party may be reported to this Court. And it is further ordered and decreed that the defendant be and he hereby is injoined from interfering in any manner with plaintiffs rights or setting up any claim of interest in or to any property real or personal of the said plaintiff And that the plaintiff pay the costs of this proceeding.

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

Petition

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Pleas before his Honor John A. Price, Judge of the Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the Third Sub Division of the Tenth Judicial District of the State of Ohio, on the 19th day of October in the year of our Lord one thousand eight hundred and eighty five. Heretofore To-wit:- On the 20th day of August A.D. 1885, the following Petition was filed with the Clerk of said Court. To-wit:-

Petition

D. W. De Wit, Plaintiff
vs.
Louisa V. De Wit, Defendant.

Court of Common Pleas, Union County, Ohio.

4866

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 the said County of Union. That on the 13th day of September A.D. 1883 he was lawfully married to the defendant in Union County, Ohio and that the said defendant in violation of her marital duties has been guilty of gross neglect of duty to this plaintiff in this, to wit: That about the 1st day of November A.D. 1884, the said defendant left this plaintiff without cause or provocation and has ever since failed and refused to live with plaintiff. That he has frequently requested the plaintiff to return since said date of November 1st 1884. The plaintiff says that while the defendant continued to reside with him after their said marriage she was negligent and careless in the performance of her marital duties and cross and violent in temper. The defendant therefore prays that he may be divorced from the said defendant and for all proper relief.

D. W. Ayers Attorney for Plaintiff.

Praecipe

Clerk:-

Issue Summons and copy of the petition in the above case for the defendant to the Sheriff of Union County, Ohio - returnable according to law. Endorse Action for Divorce.

D. W. Ayers, Attorney for Plaintiff.

On the 20th day of August A.D. 1885, the following Summons was issued by the Clerk of said Court, to-wit

Summons

The State of Ohio, Union County, ss.

Summons in Divorce
To the Sheriff of Union County:-

4866

You are commanded to notify Louisa V. Dewit that D. W. Dewit has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition, (a copy of which is herewith served on her,) charging her with neglect of duty and 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 31st day of August A.D. 1885. Witness my signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville this 20th day of August A.D. 1885.

J. D. Burgner, Clerk. [Seal]

Endorsed: Summons in Action for Divorce. D. W. Ayers, Attorney.

Sheriff's Return

Said Writ returned and filed Aug. 31st 1885 endorsed as follows, to-wit:- Received 3 o'clock P.M. on the 20th day of August A.D. 1885; and on the 31st day of August A.D. 1885, I served the same by handing the within named defendant a true copy thereof together with a certified copy of the petition. Service .60, Copy .20, Mileage 1.60, Total $2.40

M. Hopkins Sheriff. By A. H. Goodwin Deputy

Afterward on the 5th day of Sept. A. D. 1885 the following Answer and Cross Petition was filed with the Clerk of said Court, to-wit:-

D. W. DeWit, Plaintiff
vs. Union County, Court of Common Pleas.
Lovina DeWit, Defendant- Answer and Cross Petition

Answer
4866

And now comes the defendant and for answer to plaintiff's petition says that she admits she and plaintiff were married on the 13th of September 1883. But she denies each and every charge and allegation in said petition which charges her with failure of duty or misconduct as wife.

And by way of Cross petition she says that when she married the plaintiff she was the owner of a farm of forty Six acres situate in Dover Township Union County, Ohio, that it was in good condition and productive and afforded a competent subsistance for defendant and her family of children by her former husband. And the defendant says that the plaintiff came to her house to live upon their marriage. He brought a bed and some other house hold furniture and goods to her house. the next morning after their marriage he left and went to his fathers did not return until the next evening and he continued with her two days and then left again and did not return for one week and from that time on he was absent from her home from one to six weeks at a time until the next spring. during his absence he was absent he was at his fathers home about four miles distant and there — reason or call for his absence. and defendant went to the home of his father to see him and requested him to come home but he refused to go. And during all this time from the time of his marriage in Sept. till April he furnished neither provision or clothing for defendant nor did he work or in any way assist her. The plaintiff in January after the marriage removed his house goods from her house. In the Spring of 1884, he requested plaintiff to leave her home and move onto his fathers farm as he said he thought they would be able to do better there. So on the 1st day of April 884, she moved moved with him and he remained with her most of the time for about a month then he left. and went to his fathers home on the same farm and took his meals and lodged there during the summer and fall till first of November when she returned to her own home. During the time she lived on his fathers farm he eat and lodged nearly all the time at his fathers house and refused to stay with her although she often requested him to do so. And during all that time he entirely failed to furnish her with either food or clothing nor did he work for her or provide her any recourses to subsist on. On the first of Nov. 1884 she moved back to her farm as she had to depend on the production of it for her support her said husband refusing & neglecting to furnish any thing. She admits that in April 1885, plaintiff called on her at her house and asked to live with him and she told she was willing to do so if he would provide her with support, but that she was not willing if he neglected her as he had done. He then left and has never returned to her since and the defendant says plaintiff has failed to provide her with victuals or clothing or to live with and assist her in any way. Defendant says she has one child whose names is Blaine DeWit, a boy borne Aug. 24 1884 and she says she has supported said child. Defendant therefore charges that the plaintiff has been guilty of gross neglect of duty as a husband. She further prays that on the hearing of this cause she may be

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divorced from him and that she have the custody care and guardianship of said child, such reasonable alimony as may be proper for the support of child and such other relief as is proper and right.

P.B. Cole & Son Attorneys for Defendant.

State of Ohio, } Union County, ss } Louisa DeWit defendant being sworn says the facts stated and allegations in her said answer and Cross petition are true as she believes.

Louisa A. DeWitt

Sworn to before me and signed in my presence Sept. 5th 1885.

J. W. Kennedy Notary Public. {Seal}

On the 12th day of Nov. A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:—

D. W. DeWit }
vs }
Entry
Louisa A. DeWit }

2866 This day this cause came on to be heard upon the answer and Cross Petition of the defendant Louisa A. DeWit, she having been duly served with summons and copy of the petition of the plaintiff herein and upon the evidence the Court find that the plaintiff and said defendant have been residents of the State of Ohio for one year next preceding the filing of the petition herein, and that they are both bona-fide residents of Union County Ohio, and that the said parties were married as in the petition alleged. The Court further find upon the evidence adduced that the plaintiff has been guilty of gross neglect of duty towards the said defendant and that by reason thereof the defendant is entitled to a divorce as prayed for in her answer and Cross petition — It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said D. W. DeWit and Louisa A. DeWit be and the same hereby is dissolved and both parties are released from the obligations of the same — It is further ordered that the custody, care, education and control of the said child of the parties hereto be until further order confided to the said defendant exclusively but it is ordered that the plaintiff have the privilege of visiting said child once each week on Tuesdays between the hours of 3 & 5 o clock P. M. and any violation of this privilege by either party may be reported to the Court. And it is further ordered and adjudged that the plaintiff pay the costs he has made herein taxed to $ And it is further ordered and adjudged that the defendant pay what costs she has made herein taxed to $ And that in default thereof for 10 days from the entry of this decree that execution issue therefor.

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

Pleas before his Honour John A. Price Judge of the Court of Commmon 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 16th day of February in the year of our Lord one thousand eight hundred and eighty five, Heretofore to-wit: On the 13th day of January A.D. 1885, the following Petition was filed with the Clerk of said Court, to-wit:

Henry Arye Plaintiff
vs.
Sarah Arye, Defendant

4684

Court of Commmon Pleas, Union County, Ohio.

Petition.

The plaintiff says: 1st He has been a resident of the State of Ohio for the year last-past, and is at present a bona fide resident of the said County of Union. 2nd That on or about — day of March 1872, at Amanda in the County of Fairfield and State of Ohio he was lawfully married to the defendant; and he has ever since conducted himself toward the said Sarah Arye as a faithful and obedient husband. 3. The defendant disregarding her duties as a wife has been willfully absent from the plaintiff for more than three years last-past, without any cause or justification therefor, so far as the plaintiff is concerned. The plaintiff therefore prays that he may be divorced from the defendant and have such other and further relief as in equity he is entitled to. Cameron & Woodburn Attorneys for Plaintiff.

The State of Ohio
Union County, ss } Henry Arye being sworn says that he believes the facts stated and allegations in his foregoing petition to be true. H. Arye

Sworn to before me and signed in my presence this 13th day of January A.D. 1885. Frank N. Hamilton Notary Public.

Praecipe

Clerk:-

Issue Summons with copy of petition to Sheriff of Fairfield County Ohio, returnable according to law. Cameron & Woodburn.

On the 13th day of January A.D. 1885, the following summons was issued by the Clerk of said Court, to-wit:-

Summons

The State of Ohio
Union County, ss. } Summons in Divorce

4684

To the Sheriff of Fairfield County:-

You are commanded to notify Sarah Arye that Henry Arye has filed in the office of the Clerk of the Court of Commmon 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 wilfull 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 26th day of January A.D. 1885. Witness my signature as Clerk of our said Court of Commmon Pleas, and the Seal of said Court at Marysville, O this 13th day of January A.D. 1885.

J. Q. Burgner, Clerk. [Seal]

Endorsed: Summons in Action for Divorce. Cameron & Woodburn Attys.

Said Writ returned and filed Jany. 25th 1885 endorsed as follows, to-wit:-

Sheriffs Return

State of Ohio
Fairfield County, ss } Received this writ on the 14th day of January A.D. 1885 and on the 24th day of January A.D. 1885, I served the same by delivering to Sarah Arye, the within named defendant personally, a true copy

Entry

thereof with [illegible] for divorce.-

Afterwards [illegible] Journal of said [illegible]

Henry Arye
vs.
Sarah Arye

4684

Court now here [illegible] and, that [illegible] of the State of [illegible] time a bona [illegible] hereto were [illegible] now the [illegible] absence for [illegible] thereof and [illegible] prayed for. [illegible] marriage [illegible] the same be [illegible] of the same [illegible] costs of this [illegible]

Pleas

begun and [illegible] for the Coun[illegible] of the State [illegible] thousand [illegible] day of Septe[illegible] said Court, [illegible]

Eliza Ram[illegible]

Petition

vs.

James Ram[illegible]

4859

the State of [illegible] fide residen[illegible] she was m[illegible] conducted [illegible] the result [illegible] 8 years [illegible] cared for by [illegible] plaintiff s[illegible] for more [illegible] about six [illegible] plaintiff [illegible]

thereof with the endorsements thereon, together with a certified copy of the petition for divorce. — Service 30, Copy 15, Mileage 1.60, Docket 10, Return 10, Postage 4, Total $2.29

B. F. Price Sheriff By A. E. Peery Deputy

Afterward on the 13th day of March A.D. 1885 an Entry was made on the Journal of said Court which reads as follows, to-wit:-

Entry

Henry Arye
vs.
Sarah Arye

Decree for Divorce

4684

This cause coming on for hearing was submitted to the Court upon the pleadings and evidence, on consideration whereof, the Court find, that the plaintiff at the time of filing his petition had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona fide resident of this County of Union and that the parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced that the defendant has been guilty of wilful absence for more than three years past, without any cause for justification therefor 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 Henry Arye and Sarah Arye be and the same hereby is dissolved and both parties are released from the obligations of the same. It is further considered by the Court that the plaintiff pay the costs of this proceeding and execution is awarded.

Attest J. Q. Burgner Clerk.
By A. R. Burgner, 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 19th day of October in the year of our Lord one thousand eight hundred and eighty-five. Heretofore, to-wit:- On the 15th day of September A.D. 1885 the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

Eliza Ramsey
vs.
James Ramsey

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

4589

The plaintiff says that she has been a resident of the State of Ohio for more than the year last past and she is now a bona fide resident of said County of Union. That on the 13th day of April 1875 she was married to the defendant James Ramsey. That she has always conducted herself as a faithful wife and there has been born to them as the result of said marriage two children now living to-wit: Elie aged 8 years and Irand aged 8 months- said children are now the oldest cared for by the father of the plaintiff, and the other by the plaintiff. The plaintiff says the defendant has been guilty of gross neglect of duty for more than three years- that he has so neglected his family that about six months ago when the babe was only two months old the plaintiff was left destitute and was compelled to go to her fathers for

support for herself and child. The defendants neglect has been and still is in refusing to provide for the plaintiff or her children and although able bodied is spending his time in idleness while the plaintiff by her labor and the help of her friends supported herself and children. The defendant has been guilty of extreme cruelty also in his treatment of the plaintiff. The plaintiff says that the said defendant is unfit to have the control of either of said children but that he has tried to steal away the said Eli from the father of the plaintiff, where he has all the comforts of a home, and that he still threatens to take said child and interfere with the plaintiff in the control thereof. The defendant has no property or means whatever and is incapable of supporting said child Wherefore the plaintiff prays that she may be divorced from the said James Pinney and that the custody and control of said children may be decreed to her and that pending this suit the defendant may be enjoined from interfering with the custody and control of said children, and for all proper relief.

Cameron & Woodburn Attorneys for Plaintiff.

State of Ohio, }
Union County, ss. } Eliza Pinney being first duly sworn says the facts stated and allegations made in her foregoing petition are true.

Eliza Pinney.

Sworn to before me and signed in my presence this 12th day of Sept. 1885.
Wm Smith J. P.

Praecipe — To the Clerk:-

Issue a Summons and copy of the petition to the Sheriff of Franklin County Ohio, returnable according to law.

Cameron & Woodburn.

Afterwards on the 15th day of September A.D. 1885, the following Summons was issued by the Clerk of said Court, to-wit:-

Summons — The State of Ohio } Summons in Divorce
Union County ss. } To the Sheriff of Franklin County:

4889

You are commanded to notify James Pinney that Eliza Pinney 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 hereunto delivered to you to be served on him), charging him with gross neglect and extreme cruelty and asking that she be divorced from him and custody of children and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 28th day of September A.D. 1885.

Witness my signature as Clerk of our said Court, at Marysville, O. this 15th day of September A.D. 1885.

J. Q. Burgner Clerk (seal)
By W. H. Wright, Deputy Clerk

Endorsed: Summons in Action for Divorce and Custody of Children. Cameron & Woodburn Attys.

Said writ returned and filed Sept. 24th 1885, endorsed as follows, to-wit:-

Sheriffs Return — The State of Ohio, Franklin County ss. } Received this writ on the 17th day of September A.D. 1885 and on the 18th day of September A.D. 1885 I served the same by delivering a true copy thereof with endorsements thereon together with a certified copy of the petition personally to the within named defendant James Pinney

Sheriffs Fee:-
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Eliza Pinn
vs.
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Entry
4889

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Petition

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Sheriffs Fees :- $1.25. Louis Himmelein Sheriff. By L. L. Rigg Deputy.

Afterward on the 15th day of Nov. A.D. 1885, an entry was made on the journal of said Court, which reads as follows, to-wit :-

entry

Eliza Pinney
vs.
James Pinney

4889

This cause coming on for hearing was submitted to the Court upon the pleadings and evidence; on consideration whereof the Court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at the time a bona fide resident of this County of Union and that the parties hereto were married as in said petition set forth the Court further find upon the evidence adduced, that the defendant James Pinney has been guilty of gross neglect of duty and cruelty, and that by reason thereof the plaintiff is entitled to a divorce as prayed for - It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Eliza Pinney and James Pinney be and the same hereby is dissolved and both parties are released from the obligations of the same. It is further ordered that the custody, care education and control of the said children of the parties hereto be, until further order confided to the said Eliza Pinney, exclusively, And that James Pinney is hereby enjoined from interfering in any manner with either of said children, or with the said Eliza Pinney in the care education and custody of them. It is further considered by the Court that the said plaintiff pay the costs of this proceeding and execution is awarded.

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

Pleas before his Honor Caleb H. Norris 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 19th day of October in the year of our Lord one thousand eight hundred and eighty-five. Heretofore, to-wit: On the 20th day of July 1885, the following Petition was filed with the Clerk of said Court, to-wit:

Petition

Olive B. Funston, Plaintiff
Against
Thomas J. Funston, Defendant

Court of Common Pleas, Union County Ohio

4855

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 7th day of November 1876 at Marysville Ohio she was married to defendant. There are no children living born of such marriage. Defendant for more than six months last past has failed and willfully neglected to provide plaintiff with the common necessaries of life so that plaintiff has been compelled to live upon her own exertions and he has been in the constant receipt of wages to the amount of about fifty dollars per month. About Feby 1st 1885 said defendant abandoned plaintiff without fault of hers and has since

lived apart from her and has refused to live with or support her. Wherefore plaintiff prays that she may be divorced from the defendant and for such other relief as is proper.
Edward E. Cole Attorney for plaintiff.

State of Ohio
Union County ss. } Olive B. Funston plaintiff being first duly sworn says the facts stated and allegations in her foregoing petition are as she believes them.
Olive B. Funston.

Sworn to and subscribed before me this 25th day of July 1885.
T. B. Fulton Notary Public. (Seal)

Praecipe

Olive B. Funston Plaintiff
vs.
Thomas J. Funston Defendant
4855 } Court of Common Pleas, Union County, Ohio.
Marysville July 25th 1885.
To the Clerk of Said Court:-
Issue Summons in the above case and copy of petition returnable according to law.
Edward Cole Attorney for Plaintiff.

On the 25th day of Aug. A.D. 1885 the following Summons was issued by the Clerk of said Court, to wit:

Summons

The State of Ohio,
Union County, ss. } Summons in Divorce
To the Sheriff of Fayette County:-
4855 You are commanded to notify Thomas J. Funston that Olive B. Funston 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 hereunto delivered to you to be served on 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 7th day of Sept. A.D. 1885.
Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court at Marysville, Ohio this 25th day of Aug. A.D. 1885
Seal
J. L. Bingner, Clerk
By W. Va. Winget Deputy Clerk.

Endorsed: Summons in Action for Divorce. E. E. Cole Attorney.

Sheriffs Return

Said Writ returned and filed Sept. 7th 1885 endorsed as follows, to wit:-
The State of Ohio
Fayette County, ss. } Received this writ on the 26th day of Aug. A.D. 1885 and on the 5th day of Sept. A.D. 1885, I served the same by delivering to him personally a true copy thereof with the endorsements thereon together with a certified copy of the petition. Returned Sept. 7th 1885. — Service 60, Copy 60 Mileage 6¢, Docket 28 Return 30 Total $2.42. A. R. Rankin, Sheriff.

Afterwards on Nov. 3rd A.D. 1885 the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Olive B. Funston Plaintiff
Against
Thomas J. Funston, Defendant

Entry

4858 Now come the plaintiff and the defendant having been duly served with Summons and a copy of the petition herein and having failed to appear the Court find Thomas J. Funston in default for answer and demurrer to said petition and find that the allegations thereof are confessed by him to be true. The Court

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Petition

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also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona fide resident of this County of Union and that the said parties hereto were married as in said petition set forth. The Court further find from the evidence adduced that the defendant has been guilty of gross neglect of duty in failing to provide plaintiff with the common necessaries of life and has abandoned her 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 Clive B. Funston and Thomas J. Funston be and the same hereby is dissolved and both parties are released from the obligations of the same. It is further ordered that the plaintiff pay the costs of this proceeding.

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

Pleas before his Honor Caleb H Norris, 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 19th day of October in the year of our Lord one thousand eight hundred and eighty five. Heretofore, Locvit:- On the 3rd day of Oct A.D. 1885 the following Petition was filed with the Clerk of said Court, to-wit:

The Farmers Bank, Plaintiff
Against
James A. Henderson, Defendant

Court of Common Pleas of Union County, Ohio.

Petition
4916

The plaintiff says: that it is a partnership formed for the purpose of doing business in the State of Ohio, and unincorporated; that by the consideration of the Court of Common Pleas of Delaware County Ohio, at its October Term 1879, (to-wit: October 24th 1879) plaintiff recovered judgment against defendant in the sum of One hundred and fifty one and 30/100 Dollars bearing interest at the rate of eight per centum per annum, payable annually from said October 24th 1879, also costs of suit and increase costs amounting to the sum of Five and 85/100 Dollars. No part of said judgment interest or costs - (except $28.45/100 paid November 4th 1879) have been paid by said defendant, but said costs have been fully paid by said plaintiff. Said judgment has become dormant. Plaintiff asks judgment against said defendant for said sum of $151.30 at 8% interest payable annually from Oct. 24th 1879 and said costs so paid by plaintiff amounting to $5.85

Brodrick & Mc Campbell Attorneys for Plaintiff

The State of Ohio,
County of Union ss } Charles W. Southard Cashier and one of the partners composing the plaintiff, partnership being sworn makes oath that the facts stated in the foregoing petition are as affiant believes true.

Chas W. Southard.

Sworn to by said Chas. W. Southard before me and signed by him in my presence this third day of October A.D. 1885.

J. D. Burgner Clerk {Seal}

Praecipe

Clerk:-

Issue summons to the defendant within named to Sheriff of Union Co Ohio returnable according to law. Indorse: On judgment Money only: Amount claimed $157.16 with int. on $151.30 at 8% payable annually from October 24th 1879.

Brodrick & McCampbell Attorneys for Plaintiff

On the 3rd day of October A.D. 1885, the following Summons was issued by the Clerk of said Court, to wit:-

Summons

4916

The State of Ohio, } Summons in Actions for Money Only.
Union County, ss. } To the Sheriff of the County of Union, Greeting:-

We command you to notify James A. Henderson that he has been sued by the Farmers Bank in the Court of Common Pleas of Union County, and that unless he answers by the 31st day of October A.D. 1885, the petition of said plaintiff the Farmers Bank against him filed in the Clerks office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 12th day of Oct. A.D. 1885. Witness my hand and the Seal of said Court, this 3rd day of Oct. A.D. 1885. at Marysville, O. J. Q. Burgner, Clerk. {Seal}

Endorsed: Money Only: On judgment. Amount Claimed, $157.16 and interest as follows, at 8 per cent on $151.30 from Oct. 24th 1879 payable annually

Brodrick & McCampbell, Plaintiffs Attorneys.

Said Writ returned and filed Oct. 10th A.D. 1885 endorsed as follows, to wit:-

Sheriffs Return

The State of Ohio } Sheriffs Return
Union County, ss. } Received this Writ Oct. 3rd A.D. 1885, at 2 o'clock P. M. and pursuant to its command, on the 6th day of Oct. A.D. 1885 I served the same by handing the within named defendant Jas. A. Henderson a true copy of this Summons with endorsements thereon. ~~ Service 30, Mileage 16, Copy 20 Total $.66

M. Hopkins Sheriff
By A. H. Jr. Deputy.

Afterward on the 6th day of Nov. A.D. 1885 the following Entry was made on the Journal of said Court, to-wit:-

Entry

4916

The Farmers Bank
vs.
James A. Henderson

This day this cause came on to be heard, and thereupon came the plaintiff by its attorney, and the defendant being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by him to be true and that he is indebted to the plaintiff in the sum of One hundred and ninety dollars and seventy cents with eight per cent interest from October 19th 1885. It is therefore considered and adjudged by the Court that the said plaintiff recover from the said defendant the said sum of One hundred and Ninety Dollars and seventy cents ($190.70) with interest thereon at the rate of eight per cent from October 19th 1885. and his costs herein expended taxed at $.

Attest-J. Q. Burgner, Clerk.
By A. R. Burgner, Deputy.

Petition

4509

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Pleas before his Honor John A. Price Judge of a Court of Commmon 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 18th day of May in the year of Our Lord one thousand eight-hundred and eighty-five. Heretofore, to-wit:- On the 18th day of April A.D. 1885, the following Petition was filed with the Clerk of said Court, to-wit:-

W. S. & L. D. Davis, Plaintiffs

Against

Joseph H. Boggs and

Petition

4509 Cynthia Boggs, Defendants.

Court of Commmon Pleas
Union County, Ohio.
Petition

The plaintiff says: That on the 16th day of November A.D. 1882, the defendants Joseph F. Boggs and Cynthia Boggs who are husband and wife made and delivered to the plaintiffs their several promissory notes of that date and thereby promised to pay to said plaintiffs or bearer $2700 January 1st 1883 (said note has since been paid in full) $2000. April 1st 1884 - $1500 April 1st 1885 - $1000 April 1st 1886 and $950. April 1st 1887 all of said notes bearing 6% interest. interest due and payable annually from the 1st day of January 1883 (Copies of said four unpaid notes with all credits thereon are hereto attached marked 1-2-3-4 respectively)

2nd On said 16th day of November A.D. 1882 the defendants to secure the payment of said promissory note executed and delivered to the plaintiffs their mortgage deed of that date and thereby conveyed to said plaintiffs their heirs and assigns the following premises situate in the County of Union and State of Ohio and in York Township and bounded and described as follows: Beginning at a stake and 4 water ash, corner made by W. B. Irwin as the N. E. corner of Survey No. 3237, thence with the North line of Survey No 3237, 43 poles to the centre of the Marysville and Kenton Road or Pike corner to John Morrow: thence with the centre of said Pike S. 41° E. 67 poles to a corner made by Sager in the center of the Marysville and Kenton Road crossing the South line of Survey No. 3237 at 55 poles from John Morrows S. E. corner, thence with the line made by Sager about S. 8 3/4° W. 29 poles & 23 links to a stone a corner made by Sager: thence in a S. E. course 8 poles and 12½ links to another corner made by Sager in the N. W. line of N. M. Morrow land; thence with said Morrow's line N. 47 1/2° E. 21 poles and 21 links to the centre of the Kenton Road: thence with the centre of the Marysville and Kenton Road S. 41 3/4° E. 34 83/100 poles to a stake and stone and old corner of a piece of land once owned by James H. Noble, thence to a stake in the east line of the land hereby conveyed at a point N. 5 1/2° E. 29 3/100 poles from the old center of James H. Nobles land and Moses Harris land: thence N. 5 1/2° E. 178 67/100 poles to a stake and stone S. E. corner of the David W. Spicer land, thence N. 82° W. 108 3/4 poles to a stake and stone in the West line of Survey No. 15-707 covering the West line of Survey No. 11346 N. 11 3/4 poles: thence with the West line of Survey No. 15-707 S. 8 1/2° W. 130 poles to the place of beginning containing 91 Water acres, Containing One Hundred and Fifty Acres (150) more or less excepting 20 acres off the North end of said premises heretofore conveyed to Joseph L. Spicer leaving One Hundred and thirty Acres hereby conveyed the conditions contained in said mortgage deed were in substance that if said grantors should pay said notes and the interest thereon then said mortgage shall be void otherwise to be and remain in full force and virtue in law.

3rd On the 17th day of November 1882 at 11¼ o'clock A.M. said Mortgage was filed for Record with the Recorder of said County and was by him recorded on the 18th day of November 1882 in Vol. 17 Page 638 of Mortgage Records of said County.
4th the said deed has become absolute. There is now due on said indebtedness and unpaid the sum of three thousand three Hundred and Twenty eight & 50/100 Dollars with interest on $207.00 from January 1st 1884, and interest on $3121.50 from January 1st 1885.
5th. The plaintiff therefore asks judgment against said defendants for said sum of $3328.50 with interest on $207.00 from Jan. 1st 1884 and int. on $3121.50 from Jan. 1st 1885, and that said Mortgage may be foreclosed and said premises ordered to be sold and the proceeds applied in satisfaction of said indebtedness and for all proper relief.

A. T. Carpenter Atty for Plff.

The State of Ohio,
Union Co. SS. } G. W. Davis one of the above plaintiffs being sworn says the facts stated in his foregoing petition are true as he verily believes.

W. G. Davis.

Sworn to by W. G. Davis in my presence this 18th day of April 1885.

J. Q. Bruguer Clerk

Copies of Notes.

(1). " $2000.00 On or before the first day of April 1884 we promise to pay W. G. & L. C. "
" Davis or bearer the sum of Two thousand Dollars for value received with "
" annual interest from the first day of Jan. 1883." " Joseph F. Boggs " "
" Nov. 16th 1883. " Cynthia Boggs " "
" Credit: "July 1. 1884 Received on the within note $800.00 " "

(2). " $1500.00 On or before the first day of April 1885 we promise to pay W. G. & "
" L. C. Davis or bearer the sum of One thousand Five hundred Dollars "
" for value received with annual interest from the first day of Jan. 1883 "
" Nov. 16th 1882. Joseph F. Boggs "
" Cynthia Boggs "

(3) " $1000.00 On or before the first day of April 1886, we promise to pay to W. "
" G & L. C. Davis or bearer the sum of One thousand Dollars for value received "
" with annual interest from the first day of Jan. 1883." "Joseph F. Boggs "
" Nov. 16th 1882 " Cynthia Boggs "

(4). " $950.00 On or before the first day of April 1887, we promise to pay W. G. "
" & L. C. Davis or bearer the sum of Nine Hundred and Fifty Dollars for value "
" received with annual interest from the first day of Jan. 1883. "
" Nov. 16th 1882 " Joseph F. Boggs "
" " Cynthia Boggs "

Waiver of Summons

W. G. & L. C. Davis
vs.
Joseph F. Boggs & Cynthia Boggs } Court of Common Pleas Union County, Ohio.
Action on Note & Mortgage.

We hereby waive the issuing and service of Summons in the above entitled case and enter our appearance herein this 18th day of April 1885.

L. F. Boggs.
Cynthia Boggs

Afterwards on the 4th day of June A.D. 1885, the following Entry was made on the Journal of said Court, to-wit:-

W. H. & L. C. Davis

vs.

Joseph F. & Cynthia Boggs.

Entry

4809

Court of Common Pleas, Union County, Ohio.

And now come the said W. H. and L. C. Davis by A. T. Carpenter their attorney, and the said defendants still failing to answer or demurrer to said petition it is considered that the said plaintiffs are entitled to an account of the money due them in the premises and the Court after hearing the evidence do find that there is due to the said plaintiffs on the notes and mortgage in said petition described, including interest computed May 18th 1885, the sum of Three Thousand Four Hundred and Seventeen and 49/100 Dollars. It is therefore considered by the Court here that the said plaintiff recover of the said defendants the said sum of Three Thousand Four Hundred and Seventeen and 49/100 Dollars, with interest from May 18th 1885, the sum so found due as aforesaid and also their costs taxed to $ And it is further ordered and adjudged that in case the said defendants fail for three days from this 4th day of June 1885, to pay to said plaintiffs the said sum of Three Thousand Four Hundred and Seventeen and 49/100 Dollars with interest from May 18th 1885, so as aforesaid found due with costs of suit an order issue to the Sheriff of Union County, commanding him to cause the said lands 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 sum so found due with costs of suit.

Attest-J. Q. Burgner, Clerk
By A. R. Burgner, Deputy.

Pleas before his Honor John A. Price Judge of the Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio, on the 19th day of October in the year of our Lord one thousand eight hundred and eighty five. Whereafore, to-wit:- On the 4th day of September A.D. 1885 the following Petition was filed with the Clerk of said Court:

Ross Townsend-Plaintiff

Against

Sarah Blue and David Blue,

Defendants

Petition

4878

Court of Common Pleas
Union County, Ohio.
Petition.

The plaintiff says:- That on the 1st day of July A.D. 1864 the defendant David Blue, by his duly appointed and qualified attorney in fact-Hamilton Blue, conveyed to the plaintiff his heirs and assigns by a good sufficient deed of general warranty the following premises situate in the County of Union and State of Ohio in the Township of Liberty part of Surveys No. 12400 and No. 3490 for 100 acres made in the name of Wm Richie = Beginning at a stone (in place of 2 ashes, lynn and hickory) Easterly corner of said Survey No. 3490: thence with a line of said Survey S. 53° W. 93 poles and 17 links to a stone: thence

thence N. 37° W. 230 poles to a stone in the line of Survey No. 12400 &c. thence with said line N. 53° E. 80 poles and 10 links to a stone (in place of 2 sugars and beech) Westerly corner to Liderals Fords land; thence with a line of said land S. 37° E. 127½ poles to a stone (in place of an Elm, lynn and hickory) Southerly corner to said Liderals Fords land in the line of said Survey No. 3490 thence with said line N. 52° E. 13⅓ poles to a stone (in place of 2 beeches and 2 sugars) Northerly corner to said Survey No. 3490; thence with the north eastenly line of said Survey S. 37° E. 102½ poles to the beginning. Containing 124 Acres more or less and being the same lands conveyed by James N. Devore to David Blue by deed bearing date February 12th 1862 and recorded in Vol. 24 Pages 357 & 358 of Deed Records of Union County, Ohio. The plaintiff says that the defendant Sarah Blue who is and then was the wife of said David Blue, released her contingent right of dower to said lands in said deed and signed and sealed the same, and that she properly acknowledged the same and that she was examined separate and apart from her said husband and by the executors of said deed completely divested herself of all her right title and interest in and to said land present or contingent. Plaintiff further says that in the record of said deed the recorder omitted, by oversight, to record the acknowledgment of Sarah Blue (which was written separate and apart from that of David Blue, by his Atty &c) and that as shown by the record said deed is defective and that said original deed has been lost or destroyed and therefore the defect cannot be cured by a new deed or by the Court. Plaintiff says the defendant Sarah Blue refuses to execute a new deed. Plaintiff therefore prays the Court for an order requiring said Sarah Blue to make a new conveyance to plaintiff of her contingent interest in said lands or if that would not be proper for an order of the Court correcting the record of said deed so as to confer upon plaintiff a perfect legal title to said land, and for an order quieting his title to said lands against the pretended claim of said Sarah Blue and perpetually enjoining her from asserting or attempting to assert any claim thereto and for such other and further relief as the case demands. A. T. Carpenter Atty for Plaintiff

The State of Ohio }
Union County, ss } Ross Townsend the above named plaintiff being sworn says the facts stated and allegations contained in his foregoing petition are true as he verily believes Ross Townsend.

Sworn to by Ross Townsend before me and signed by him in my presence this 4th day of September 1885. J. D. Burgner Clerk By W. M. Winget Deputy.

Praecipe To Clerk:-

Issue summons upon petition in above entitled case directed to the Sheriff of Montgomery County State of Kansas (Independence P. O.) returnable according to law. Invoke Action for equitable Relief.

A. T. Carpenter Attorney for Plaintiff

On the 4th day of September A. D. 1885 a Summons was issued 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 Montgomery Kansas. Greeting:

We command you to notify Sarah Blue and David Blue that they have been sued by Ross Townsend in the Court of Common Pleas, of Union County Ohio, and that unless they answer

by the 3rd day
therein filed
true, and
this summons
seal of said

Endorsed:
Said Writ re
The State of
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Sheriffs Return

Afterwards
Journal by
Ross Town

vs.

Sarah Blue

Entry

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by the 3rd day of October A.D. 1885, the petition of said Ross Townsend against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 14th day of September A.D. 1885. Witness my hand and the seal of said Court this 4th day of September A.D. 1885. J. Q. Burgner, Clerk {Seal} By W. W. Winget Deputy.

Endorsed: An Action for Equitable Relief. A. V. Carpenter Plaintiffs Attorney. Said Writ returned and filed Sept. 10th 1885 endorsed as follows, to wit:-

Sheriffs Return

The State of Kansas } Sheriffs Returns.
Montgomery County, ss } Received this Writ Sept. 7th A.D. 1885, at 9 o'clock A.M. and summons to me command, on the 8th day of September A.D. 1885. I served the same by delivering to Sarah Blue a certified copy of the within Summons and of the endorsements thereon in said County, and as commanded by the within Writ I summoned the within named David Blue by leaving at the usual place of residence of said defendant a certified copy of the within Summons and of the endorsements thereon in said County. Service .75 - Copy 2 - .50, Return 25 - Total $1.40 — J. W. McCreary Sheriff Montgomery Co. Kansas

Afterward on the 12th day of Nov. 1885 the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Ross Townsend
vs.
Sarah Blue and David Blue.

Entry

4878

This day this cause came on to be heard upon the petition and the evidence (the defendants failing to demurre or Answer) and was argued by counsel and submitted to the Court. Whereupon the Court being fully advised in the premises do find from the evidence that said Sarah Blue signed sealed and acknowledged the deed described in plaintiffs petition and she thereby released her dower in the said premises described in plaintiffs petition as therein alleged and that she has now no interest in, or right or title to said lands. And the Court finds from the evidence that the allegations in plaintiffs petition are true. It is therefore ordered, adjudged and decreed by the Court that the title of the plaintiff be quieted as to the dower right therein of said Sarah Blue and that said Sarah Blue be perpetually enjoined from asserting or attempting to assert any claim thereto.

It is further ordered that the plaintiff pay the costs of this action taxed to $ writing 10 days or that execution issue therefor.

Attest J. Q. Burgner Clerk.
By A. R. Burgner, 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 19th day of October in the year of our Lord one thousand eight hundred and eighty-five. Whereafore, to-wit:- On the 14th day of Nov. A.D. 1885, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

4971

David Thomas, Plaintiff
vs.
W. M. Skidmore and T. Skidmore,
Defendants.

Court of Common Pleas
Union County, Ohio.
Petition

The plaintiff says: That on the 26th day of August A.D. 1884, said Defendants made their certain promissory note in writing of that date, and then and there delivered the same to said plaintiff whereby the said defendant W. M. Skidmore as principal, and the said T. Skidmore as security, promised to pay said plaintiff David Thomas, or order, in one one year after the date thereof, the sum of Five Hundred Dollars with interest thereon, at the rate of eight per cent yearly, which period has since elapsed; yet the said defendants have not paid said sum of money nor any part thereof excepting only the sum of Forty dollars interest note to August 26th 1885, although often requested so to do. There is now justly due from said defendants to said plaintiff on said note the sum of Five Hundred Dollars with interest at the rate of eight per cent from the 26th day of August 1885.

Wherefore the said Plaintiff prays judgment against said defendants for the sum of $500.00 together with interest thereon, at the rate of eight per cent from the 26th day of August 1885. The following is a copy of said note together with the indorsments thereon, to-wit:-

" $500.00 One year after date we or either of us promise to pay David "
" Thomas or order Five Hundred Dollars for value received with interest "
" from date at eight per cent yearly as Garnesfield. "
" August 26th 1884 (Signed) W. M. Skidmore "
" T. Skidmore as Security "

(Indorsement) "Received on this note Forty Dollars interest upto Aug. 26th 1885"

Mc Laughlin & Dow Attorneys for Plaintiff.

State of Ohio
Logan County, S.S. } J. D. Mc Laughlin being first duly sworn, says he is Attorney for the plaintiff in the above entitled case, duly authorized, and that the said petition is founded on a written instrument for the payment of money only and that such written instrument is in the possession of this Affiant as Attorney of said Plaintiff. And this Affiant further says, that the several matters and things contained in said petition are, according to the best of his knowledge, information and belief, true in substance and in fact; and further he saith not.

J. D. Mc Laughlin.

Sworn to before me and in my presence subscribed this 14th day of November 1885.

S. A. Johnson Notary Public L. Co. O. Seal

To Clerk:-

Issue summons for the above named defendants indorsed "amount claimed $500.00 with interest at the rate of 8 p/c from the 26th day of August 1885," and returnable according to law.

Mc Laughlin & Dow Attorneys for Plaintiff.

Summons

4971

On the 1
said Court
The State of
Union Coun

Skidmore
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day of Nov.

Endorsed:
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Summons
43 Total $3.7

Sheriff's Return

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Affiant
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David Thom

W. M. Skidm

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On the 14th day of Nov. A.D. 1885, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons 4971

The State of Ohio, } Summons in Action for Money Only
Union County ss. } To the Sheriff of the County of Union, Greeting:-

We command you to notify W. M. Skidmore and T. Skidmore that they have been sued by David Thomas in the Court of Common Pleas of Union County, and that unless they answer by the 12th day of December A.D. 1885, the petition of said David Thomas 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 23rd day of November A.D. 1885. Witness my hand and the Seal of said Court this 14th day of Nov. A.D. 1885, at Marysville Ohio. J. D. Burgner Clerk. {Seal}
By A. R. Burgner Deputy

Endorsed: Amount Claimed, $300.00 and interest as follows, at 8 per cent on $300.00 from Aug. 26th 1885.

Wm. Langhlin & Don Piffs Attorneys.

Said Writ returned and filed Nov. 23rd A.D. 1885, endorsed as follows, to-wit:-

Sheriffs Return

The State of Ohio } Sheriffs Return.
Union County, ss. } Received this Writ Nov. 17th A.D. 1885, at 9 o'clock A.M. and pursuant to its command, on the 19th day of Nov. A.D. 1885, I served the same by handing the within named W. M. Skidmore a true copy of this Summons with endorsements thereon and by leaving at the usual place of residence of the within named T. Skidmore a true copy of this Summons with endorsements thereon. — Service .75, Mileage 2.88, Copy .75 Total $3.73.

W. Hopkins Sheriff By A. H. Goodwin Deputy.

Afterwards on the 21st day of December A.D. 1885, the following entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry 4971

David Thomas Plaintiff
vs.
W. M. Skidmore & T. Skidmore, Defendants

Court of Common Pleas, Union County Ohio
Dec. 21st 1885. Civil Action. Journal Entry.

This day this cause came on for hearing on the pleadings and evidence and the Court being fully advised finds that each of said defendants are in default for answer and that there is due to plaintiff from said defendants on the note set up in the petition the sum of Three Hundred and Twelve and 99/100 Dollars. The Court further finds that said T. Skidmore signed said note as surety merely.

It is therefore considered by the Court that the plaintiff recover of said defendant W. M. Skidmore as principal and said defendant T. Skidmore as surety the said sum of Three Hundred and Twelve and 99/100 Dollars with interest at 8 % from this day together with his costs herein taxed at $

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

Pleas before Lias Hanson 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 19th day of October in the year of our Lord one thousand eight hundred and eighty-five

On the 11th day of Nov. A.D. 1885, the following Petition and Answer in Cognovit were filed with the Clerk of said Court - to-wit:-

Petition and Answer in Cognovit.

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

The Peoples Bank of Marysville, Ohio.

Petitions vs.

Isaiah Cartmell, John V. Cartmell and Eliot Cartmell

Petition

Civil Action for Money Only.

4967

The plaintiff, the Peoples Bank says it is a co-partnership formed for the purpose of doing business within the State of Ohio and not incorporated. Plaintiff further says that there is due to it from Isaiah Cartmell, John V. Cartmell and Eliot Cartmell Defendants, on a promissory note made by the Defendants, Isaiah Cartmell and Eliot Cartmell dated the 29th day of March A.D. 1877, payable to the order of D.H. Dyal and by him indorsed to plaintiff, a copy of which note with the indorsements, credits and with the warrant of Attorney thereto annexed, is hereto attached, the sum of Sixty-five Dollars and Thirty-one Cents, with interest thereon at 8% payable annually from the 29th day of July A.D. 1878. The Plaintiff further says that it is the legal owner and holder of said note, that the same is due and unpaid. Wherefore, the plaintiff asks judgment against said defendants for the sum of Sixty-five Dollars and Thirty-one Cents, with interest at 8% payable annually from the 29th day of July A.D. 1878

A.T. Carpenter Attorney for Plaintiff.

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

A.T. Carpenter.

Subscribed by A.T. Carpenter in my presence, and sworn to by him before me, this 11th day of November A.D. 1885. J.Q. Burgner Clerk of Court. Seal

" $175.50

Marysville, Ohio, March 29th 1877"

" Nine months after date, as principal debtors, we jointly and severally promise to pay D.H. Dyal, or order at the Peoples Bank in Marysville Ohio " " One Hundred Seventy five 50/100 Dollars for value received and we hereby dispense " " with the demand of payment of this note, and authorize any Attorney at Law " " to appear for us, or either of us, at any time after the same shall become due " " in any Court of Record in the State of Ohio, or elsewhere, and waive the " " issuing and service of process, and confess judgment against us, or " " either of us, in favor of the holder or holders of this note, for the amount " " of said Note, with eight per cent interest payable annually after the same " " shall become due, together with costs of suit, and release all Errors, and " " waive all right of appeal in this behalf. Witness our hands and seals " " this 29th day of March 1877. "

" Isaiah Cartmell Seal "

" John V. Cartmell Seal "

" Eliot Cartmell Seal "

"

Answer

4967

Endorsed: "20. Five Dollars".

The Peoples B

Isaiah Cartm and Eliot-C

T. Cartmell an signed J. M process in the above n petition, and Hundred an pearing the that judgm for costs of the right to ap any execut Nov. 11th A.D.

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Isaiah Cartm and Eliot-C

A.T. Carpent Attorneys of executed, an the issuing defendant he that there is said plain said plain aforesaid and with annum. leared, and waived.

Endorsed: "D. H. Dycal." "Paid Feby. 5th 1878 Seventy Dollars" "Paid July 29th 1878 Twenty five Dollars".

The Peoples Bank (of Marysville O.)
vs.
Isaiah Dartnell, John T. Dartnell and Eliot Dartnell

In Court of Common Pleas, Union County, O.
Defendants Answer.

Answer

4967

And now come Isaiah Dartnell, John T. Dartnell and Eliot Dartnell the above named defendants, by the undersigned J. M. Brodrick Attorney and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiffs petition, and against the above named defendants, for the sum of One Hundred and Thirteen Dollars and Thirty-five Cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendants for costs of this action, and all errors are hereby released, and defendants right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case, is hereby waived. Nov. 11th A. D. 1885.

John M. Brodrick Attorney for Defendants.

The Peoples Bank (of Marysville O.)
vs.
Isaiah Dartnell, John T. Dartnell and Eliot Dartnell

This day came the Plaintiff by A. T. Carpenter Attorney, and thereupon came Jno. M. Brodrick one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendant to said plaintiff as is alleged in said plaintiffs petition, the sum of $113.35. It is therefore considered that said plaintiff do recover of said defendant the said sum of $113.35 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest J. Q. Brugner Clerk.
By A. R. Brugner 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 19th day of October in the year of our Lord one thousand eight hundred and eighty five. On the 21st day of Dec. A.D. 1885 the following Petition and Answer in Cognovit were filed with the Clerk of said Court, to wit:-

Petition

Answer

Petition and Answer in Cognovit.

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

Godman & Thornhill
vs.
J. E. Tobey and J. H. Tillon

Civil Action for Money Only.

4990

Plaintiffs are a partnership formed for the purpose of carrying on business in the State of Ohio and unincorporated. the above named plaintiffs say that there is due to them from J. E. Tobey and J. H. Tillon defendants on a promissory note made by the defendants J. E. Tobey and J. H. Tillon dated the 7th day of November A. D. 1885, which note with the warrant of Attorney thereto annexed, is hereto attached the sum of Two Hundred and Sixteen Dollars and Seventy one Cents, with interest thereon at 8 per cent from the 7th day of November A.D. 1884 The plaintiffs further say that they are the legal owners and holders of said note, that the same is due and unpaid. Wherefore the plaintiffs ask judgment against said defendants for the sum of Two Hundred and sixteen Dollars and Seventy one Cents, with interest at 8 per cent from the 7th day of November A.D. 1884

S. S. Gardiner Atty. for Plaintiff.

The State of Ohio }
Union County, ss. } S. S. Gardiner being duly sworn says he is attorney for plaintiffs and duly authorized in the premises, that he believes the statement in the foregoing Petition to be true. He further says that this action is brought upon an instrument in writing for the payment of money only which is in his possession.

S. S. Gardiner

Subscribed by S. S. Gardiner in my presence, and sworn to by him before me, this 23rd day of December A.D. 1885.

J. Q. Burgner, Clerk,

" $216.71 Nine months after date, for value received, we jointly "
" and severally promise to pay Godman and Thornhill, at their office Two "
" Hundred Sixteen and 71/100 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 compouded every year, with 5 per cent attorney fee if collected. "
" And we or either of us do hereby authorize and empower any attorney "
" of any Court of Record in the State of Ohio, or elsewhere, to waive the issuing "
" and service of process and appear for us, or either of us, in any of said "
" Courts, at any time after the above note becomes due and confess judg- "
" ment 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 ex- "
" ecution, 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 ma
" right to sue
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Godman & C
vs.
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"errors that may accrue in the rendition of said judgment and all "
"right to sue out any writ of error; and now said Attorney is hereby "
"authorized to enter such release in said judgment. Witness our hands "
"and Seals this 7th day of November 1884 J. E. Toby (Seal)
"P.O. York Center, O. J. H. Tilton (Seal)

Answer

Goodman & Thornhill
vs.
J. E. Toby and J. H. Tilton

In Court of Common Pleas Union County ss.

Defendants Answer.

4991

And now come J. E. Toby and J. H. Tilton the above named defendants by the undersigned D. W. Ayers Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiffs the holder of the note described in plaintiffs petition, and against the above named defendants, for the sum of Two hundred and thirty Six Dollars and Twenty four Cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendants for costs of this action, and all errors are hereby released, and defendants right to appeal and in this case is hereby waived.

Dec. 21st A.D. 1885. D. W. Ayers Attorney for Defendant.

Entry

Goodman & Thornhill Plaintiffs
vs.
J. E. Toby & J. H. Tilton, Defendants

4991

This day came the plaintiff by S. S. Gardiner Attorney, and thereupon came D. W. Ayers one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said 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 $236 24/100. It is therefore considered that said plaintiff do recover of said defendant the said sum of $236.24 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 H. R. Burgner 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 19th day of October in the year of our Lord one thousand eight hundred and eighty five. On the 13th day of November A.D. 1885 the following Petition and Answer in Cognovit were filed with the Clerk of said Court, to-wit:-

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

The Peoples Bank Plaintiff

vs.

J. S. Baldwin, Jesse Laughrey & J. S. Baldwin Jr. Defendants

Petition.

Petition

#968

The plaintiff says it is a copartnership formed for the purpose of carrying on business within the State of Ohio and not incorporated. Plaintiff further says that the defendants J. S. Baldwin Jesse Laughery and J. S. Baldwin Jr. on or about the first day of May A.D. 1884 executed and delivered to said plaintiff their promissory note of that date, together with a Warrant of Attorney, which promissory note and Warrant of Attorney or copies thereof are hereto attached, marked "Exhibit A." and made a part of this Petition. Said plaintiff further says that said promissory note is due and unpaid, that it is the legal owner and holder thereof, and that there is due it thereon from said defendants after deducting credits the sum of One Hundred and Seventy two Dollars and Twenty four Cents, with interest thereon @ 8% from the 19th day of October A.D. 1885. Wherefore, the plaintiff asks judgment against said Defendants for the sum of Two Hundred and Forty Eight Dollars and Fifty Cents, with interest thereon @ 8% from the 19th day of October A.D. 1885, and for costs of suit.

A. T. Carpenter Plaintiff's Attorney.

The State of Ohio }
Union County, ss. } A. T. Carpenter 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 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 13th day of November A.D. 1885. J. Q. Burgner, Clerk.

" $225.00 Marysville, Ohio, May 1st 1884 "

" Sixty days after date, as principal debtors, we jointly and severally "
" promise to pay to the Peoples Bank, or order, at their office in Marysville "
" Ohio, Two Hundred and Twenty-Five Dollars, for value received. And we hereby "
" dispense with the demand of payment of this note, and authorize any Attorney "
" at-law to appear for us, or either of us, at any time after the same shall become "
" due in any Court of Record in the State of Ohio, or elsewhere, and waive the "
" issuing and service of process, and confess 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 2nd "

Answer

#968

" day of Ma
"
"
Endorsed " J.
Rogers Sever

The Peoples
vs.
J. S. Baldwi
J. S. Baldwi

Answer

#968

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" day of May 1884.
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"
Endorsed " J. S. Baldwin - June 3d/84 225 ". "
Rogers Seventy-Six and 26/100 Dollars "

" J. S. Baldwin (Seal) "
" Jesse Laughery (Seal) "
" J. S. Baldwin Jr. (Seal) "
" Paid Oct. 17th/85 by ck. of W. S. "

Answer

The Peoples Bank, Plaintiff
vs.
J. S. Baldwin, Jesse Laughery & J. S. Baldwin Jr. Defendants.

The State of Ohio, Vinton County ss.
In Court of Common Pleas.
Answer.

4968

By virtue of the Warrant of Attorney attached to the foregoing Petition, I F. T. Arthur 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 Plaintiff against said J. S. Baldwin, Jesse Laughery and J. S. Baldwin Jr. Defendants and waive the issuing and service of process thereon, and confess a judgment in favor of the said The Peoples Bank against said J. S. Baldwin, Jesse Laughery and J. S. Baldwin Jr. for the sum of One Hundred and Seventy Four Dollars and Twenty 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

F. T. Arthur Defendants Attorney.

Entry

The Peoples Bank, Plaintiff
vs.
J. S. Baldwin, Jesse Laughery & J. S. Baldwin Jr. Defendants.

4976

This day came the plaintiff by A. F. Carpenter Attorney and thereupon came F. T. Arthur 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 $174.21. It is therefore considered that said plaintiff do recover of said defendants the said sum of $174.21 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 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.

Pleas before his Honor John A. Price Judge of the Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub Division of the Tenth Judicial District of the State of Ohio, on the 17th day of October in the year of our Lord one thousand eight hundred and eighty five. Heretofore, to-wit: On the 17th day of October, 1885, the following petition and Answer and Cognovit were filed with the Clerk of said Court, to-wit:-

Petition

Alvah Smith Plaintiff
Against
H. Harper and J. T. Black
Defendants

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

4946

The plaintiff Alvah Smith says that the defendants H. Harper and J. T. Black on or about the 28th 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 to him thereon from said defendants after deducting all credits the sum of three Hundred and Eighteen Dollars and Fifty-nine cents, with interest at the rate of eight per centum per annum, from the 16th day of September A.D. 1885. Wherefore, the plaintiff asks judgment against said defendants for the sum of Three Hundred and Eighteen Dollars and Fifty nine cents, with interest thereon at the rate of eight per centum per annum, from the 16th day of September A.D. 1885, 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 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. T. Carpenter.

Sworn to by said A. T. Carpenter, before me and by him subscribed in my presence, this 17th day of October A.D. 1885.

J. D. Burgner Clerk. Seal

$262.50

Plain City, Ohio January 28th 1881

" Six months after date as principal debtors, we jointly and severally promise to pay to Alvah Smith, or order at their office in Plain City O. Two Hundred and Sixty-two 50/100 Dollars for value received. And we hereby dispense with the demand 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 8 per cent interest payable annually after the same shall become due, together with costs of suits and release all Errors and waive all right of Appeal in this behalf. Witness our hands and seals this 28th day of Jany 1881

H. Harper (Seal)
J. T. Black. (Seal)

Endorsed:- "
One Dlls 66/100

Alvah Smith
Against
H. Harper & J. T.

Answer

4946

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Alvah Smi

Entry

H. H. Harper
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4946

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Endorsed :- "H. Harper. Sept: 16th 1881, Recd on the note Eight 9/100 Dollars. One Dlls 66/100 Dlls 8.05 + 1.66 = 9.71 "

Answer

4946

Alvah Smith Plaintiff
Against
H. Harper & J. T. Black, Defendants

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

By virtue of the Warrant of Attorney attached to the foregoing Petition, I, Jas. S. Mc. Campbell an Attorney at Law in the several Courts of Record in the State of Ohio, hereby enter an appearance for the defendants, at the suit of Alvah Smith plaintiff against said H. Harper and J. T. Black defendants and waive the issuing, and service of process thereon and confess a judgment in favor of the said Alvah Smith against said H. Harper and J. T. Black for the sum of Three Hundred and Twenty Dollars and Ninety 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.

Jas. S. Mc. Campbell, Defendants Atty.

Entry

Alvah Smith Plaintiff
vs.
H. H. Harper and
J. T. Black Defendants

4946

This day came the plaintiff by A. H. Harper his attorney and thereupon came Jas. 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 entered 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 $320.93. It is therefore considered that said plaintiff do recover of said defendants the said sum of $320.93/100 as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney all errors are released and all right of appeal and all rights to file a petition in error are waived.

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

Pleas before his Honor John A. Price, Judge of the Court of Commone 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 19th day of October in the year of our Lord one thousand eighthundred and eighty-five. On the 21st day of December A.D. 1885, the following Petition and Answer in Cognovit were filed with the Clerk of said Court to-wit:-

Petition

4989

I Petition and Answer in Cognovit.

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

Godman & Thornhill
vs.
Isaac Jolliff

Civil Action for Money Only.

Plaintiffs are a partnership carrying on business in the State of Ohio and unincorporated the above named plaintiffs say that there is due to them from Isaac Jolliff Defendant on a promissory note made by the defendant Isaac Jolliff dated the 30th day of May A.D. 1885, which note with the warrant of Attorney thereto annexed is hereto attached, the sum of One Hundred and Forty Dollars and Eleven cents, with interest thereon at 8 per cent from the 30th day of May A.D. 1885. The plaintiffs further say that they are the 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 One Hundred and Forty Dollars and Eleven Cents, with interest at 8 per cent from the 30th day of May A.D. 1885

S. S. Gardiner Atty. for Plaintiff.

The State of Ohio
Union County, ss. } S. S. Gardiner being duly sworn says he is the Attorney for the above named plaintiffs duly authorized in the premises, that he believes the statements in the foregoing Petition to be true. He further says that this action is brought upon an instrument in writing for the payment of money only and that said instrument is in his possession.

S. S. Gardiner.

Subscribed by S. S. Gardiner in my presence, and sworn to by him before me this 21st day of December A.D. 1885.

J. D. Bingner Clerk.

" $140. "

Marysville Ohio, May 30th 1885 "

" Ninety days after date, as principal debtors, we jointly and "
" severally promise to pay Godman & Thornhill, or order at their office in "
" Richwood Ohio, One Hundred and Forty and 11/00 Dollars for value re- "
" ceived @ 8 % interest from date until paid. And we hereby dispense with the "
" demand of payment of this note, and authorize any Attorney at Law to "
" appear for us, or either of us, at any time after the same shall become due "
" in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing "
" and service of process, and confess judgment against us, or either of us "
" in favor of the holder or holders of this note, for the amount of said note, with "
" eight per cent interest payable annually after the same shall become due "
" together with costs of suit, and release all Errors, and waive all rights of "
" appeal in this behalf. "
"
" Witness our hands and seals, this 30" day of May 1885 "
" Isaac Jolliff [Seal] "
"
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Answer

4989

Godman & T
vs.
Isaac Jolliff

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Jan. 3" 1884 Petition filed Jan. 3. 1884 44 18

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Answer
4989

Godman & Thornhill
vs.
Isaac Jolliff.

In Court of Common Pleas, Union County, ss.
Defendants Answer

And now come Isaac Jolliff the above named defendant, by the undersigned D. W. Ayers Attorney and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiffs, the holders of the note described in plaintiffs petition, and against the above named defendant for the sum of One Hundred and Forty Six Dollars and Thirty One Cents the amount appearing due for principal and interest on said note and also consent that judgment be entered in the same manner against defendant for costs of this action, and all errors are hereby released and defendants right to appeal is hereby waived.
Dec. 21st A. D. 1885.

D. W. Ayers Atty. for Def't.

Entry
4989

Godman & Thornhill, Plaintiffs
vs.
Isaac Jolliff Defendant.

This day came the plaintiff by J. J. Gardiner, Attorney, and thereupon came D. W. Ayers one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process and entered appearance of said 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 $146.31. It is therefore considered that said plaintiff do recover of said defendant the said sum of $146 31/100 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. Brugner, Clerk.
By A. B. Brugner, Deputy

Jan. 3rd 1884
Petition filed
Jan. 3. 1884
44 18

Pleas before his Honor John A. Price, Judge of the Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio, on the 14th day of April in the year of our Lord one thousand eight hundred and eighty four. Heretofore to-wit:- Jan 3rd 1884 the following Petition was filed with the Clerk of said Court—

George W. Handley
vs.
F. M. McAdams and
Susannah McAdams his wife

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

The plaintiff says: that on or about the 8th day of October 1881, the defendants executed and delivered to him among others their two promissory notes of which the following are copies together with the indorsements thereon, to-wit:- (over)

" $1000- Richwood, O., Oct. 8th 1881 "
" April 1st 1883 after date I promise to pay to the order of George W. "
" Handley One Thousand Dollars at 6% interest from April 1st 1882. Value "
" received- F. M. Mc. Adams "
" Susannah Mc. Adams "
" Indorsed — "April 2" 1883, Recd. on this note Two Hundred Dollars $200.00 "
" Oct. 18" 1883, Recd on this note the sum of Seven Hundred Dollars- "

" $1000 — Richwood, O. Oct. 8th 1881 "
" April 1st 1884 after date I promise to pay to the order of George "
" W. Handley One Thousand Dollars at 6% interest from April 1st 1882, "
" Value received F. M. Mc. Adams "
" Susannah Mc. Adams "

There are no credits on last-mentioned note. The defendants on the 8th day 188- to secure the payment of said notes executed and delivered to said plaintiff their mortgage deed - and thereby conveyed to said plaintiff the following described premises to-wit:- Situated in the Township of Claiborne - County of Union and State of Ohio, in Survey No. 6304 - and bounded and described as follows viz:- Beginning at a stake in the middle of the London Gravel Road and in the West line of the N. Y. P. & O. R. R. thence S. 89° W. with the centre of the said London road 26 7/100 poles to a stake in the middle of said road - thence N. 1° W. 30 25/100 poles to a stake in the South line of Job. A. Beardsleys land - thence N. 80 1/2° E. 65 poles to a stake S. E. corner of said Beardsleys land and in the West line of the N. Y. P. & O. R. R. thence with the line of said Railway to the beginning containing Fifteen acres of land See deed from W. O. Goldsmith to said grantor - Recorded in Book No. 47 Page 89 Union County Records of deeds being the same premises therein described - Also the following tract:- Beginning at the intersection of the centre of the London Gravel road and the Richwood and Essex Gravel Road; thence N. 15° W. with the centre of the pike 43 7/10 poles to the S. W. corner of Henry Bowers two acre lot: thence with said Bowers South line and the South line of Job. A. Beardsleys land N. 81° E. 61 2/10 poles to a stake N. W. corner of a fifteen acre tract formerly owned by A. J. Blake - thence S. 1° E. 19 3/6 poles to a stone in West line of said 15 acre tract - thence S. 83° W. 14 poles to a stone N. W. corner of Thomas Land; thence S. 1° E. 30 poles and with said Thomas' West line to the centre of the London Gravel road - thence with the centre of the road S. 89° W. 39 3/3 poles to the place of beginning: - Containing fourteen acres of land - being the same conveyed to said Handley by J. J. Goldsmith by deed dated Feb. 23" 1877. Recorded in Book 46 Page 518 Union County Records - The amount of land hereby conveyed being 29 acres more or less. Excepting seven acres and 24 rods sold and conveyed on or about the 18th day of October 1883 by said defendants to James Simpson the condition contained in said deed was in substance that if said defendants should pay or cause to be paid to said plaintiff said notes when the same became due according to the terms thereof - then said presents to be void. On the 25th day of October 1881 at 11 o'clock A. M. said mortgage was filed with the Recorder of Union County Ohio and was by him Recorded on the 8th day of November 1881 in Vol. 17 Page 163 Union County Records of Mortgages — and is now the first and best lien on said premises above described, said deed has

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Praecipe

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Sheriffs Return

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said deed has become absolute - there is now due and remaining unpaid upon said first-mentioned note the sum of Two Hundred and Sixteen and 10/100 dollars with interest thereon at 6 per cent from the 31st day of December 1883 and there will be due on the 4th day of April 884 on the second note described herein the sum of one thousand dollars with interest thereon at six per cent from the 1st day of April 1882. Wherefore plaintiff prays that he may have judgment against said defendants Frances M. Mc Adams and Susannah Mc Adams for the said sum of $216 10/100 with interest thereon at 6% from the 31st day of December 1883, that said mortgage may be foreclosed, said premises ordered to be sold and the proceeds applied towards the payment of said judgment and said plaintiffs claims as the Court may order and as the same become due. And execution awarded for such other relief as in law and equity he may be entitled to.

S. S. Gardiner for Plaintiff

State of Ohio, } George W. Handley the plaintiff in this case being duly
Union County ss. } sworn says - the facts stated and allegations made in the foregoing petition are true as he verily believes. G. W. Handley.

Sworn to and subscribed before me by said George W. Handley this 2nd day of January 1884 W. W. Hill, Justice of the Peace.

To Clerk:-

Praecipe — Issue summons on the petition to Sheriff of Union County for both of within named defendants returnable according to law And claimed $216 10/100 and interest at 6% from Dec. 31st 1883 - and sale of mortgaged premises - and other relief. S. S. Gardiner.

On the 3rd day of January A. D. 1884, the following Summons was issued by the Clerk of said Court, to-wit:-

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

44 18 — We command you to notify F. M. Mc Adams and Susannah Mc Adams that they have been sued by George W. Handley 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 George W. Handley against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 14th day of January A. D. 1884. Witness my hand and the Seal of said Court, this 3rd day of Jan. A. D. 1884. J. D. Burgner Clerk. [Seal]

Endorsed:- An action for sale of mortgaged premises. Amount claimed $216 10 @ 6% int. from Dec. 31st 1883.
S. S. Gardiner Plaintiffs Attorney

Returned and filed Jany. 14th 1884, endorsed as follows, to-wit:-

Sheriffs Return — The State of Ohio } Sheriff's Return.
Union County, ss. } Received this Writ Jany. 3rd A. D. 1884 at 10 o'clock A. M. and pursuant to its command, on the 12th day of January A. D. 1884 I served the same by delivering a certified copy thereof with the endorsements thereon to each of the within named defendants - Service 45, Mileage 3 20, Copy 40 - Total $4.05
John Hobenack Sheriff.

Afterward on the 17th day of April A.D. 1884, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

G. W. Handley

Entry vs. Entry.

F. M. McAdams and Susannah McAdams

4/4/18

This cause now coming on for hearing on the petition of the plaintiff and the evidence the Court find that the defendants F. M. McAdams and Susannah McAdams have been duly served with Summons in this case and that they are in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true - and that the defendants executed to the plaintiff the two notes as set forth in the petition - that there now a balance of $216.10/100 with interest at the rate of 6 per cent from the 31st day of December 1883 due upon one of said notes (being the one first described in the petition) when said petition was filed. and that the last-mentioned note in the petition has become due since that time and that both of said notes as alleged in said petition are unpaid - The Court further find that there is due to the plaintiff from the defendants on said notes with interest to the first day of this term the sum of $1342.25 The Court further find that in order to secure to plaintiff the payment of said notes, the defendants F. M. McAdams and Susannah McAdams his wife executed and delivered to said G. W. Handley their certain mortgage as in the petition describe and on the premises therein described - that said mortgage was duly recorded in Book 47 Page 89 of the Record of Mortgages of Union County and is a good and valid lien on the premises described in the petition and that the conditions of said mortgage have been broken - It is therefore considered by the Court that the plaintiff recover of the defendants F. M. McAdams and Susannah McAdams the said sum of $219.80 and his costs herein expended - And it is further adjudged and decreed That unless the defendants F. M. McAdams and Susannah McAdams shall within five days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff herein the sum so found due as aforesaid to-wit:- The sum of $1342.25 with interest from the 14th day of April 1884 the defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of Union County directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

Attest L. D. Burgner, Clerk.
By A. R. Burgner Deputy.

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Execution

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 16th day of February in the year of our Lord one thousand eight hundred and eighty-five.

Supplemental Record of Case No. 4621 from Page 135 this Book.

On the 20th day of September A.D. 1884, an Execution was issued by the Clerk of said Court which reads as follows, to wit:-

Execution

4621

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

You are hereby commanded to cause to be levied of the goods and chattels, and for want thereof, then of the lands and tenements in your County of L. B. Jolliff, Isaac Jolliff and John Hudson the sum of One Hundred Seventy-Six and 60/100 Dollars and Three and 70/100 Dollars costs of suit, which by the judgment of the Court of Common Pleas within and for the said County, at the September Term thereof A.D. 1884, J. B. Norris as Administrator of the estate of J. M. Norris deceased recovered against the said L. B. Jolliff, Isaac Jolliff and John Hudson with 8% per. interest thereon from the 20th day of Sept. A.D. 1884 until paid, and also the costs of increase on said judgment and the accruing costs thereon; and have that money before the said Court of Common Pleas within Sixty Days from the date hereof to render unto the said J. B. Norris as Admr. &c. And have you then and there this writ, with your doings under the same duly endorsed thereon.

(Seal) Witness my hand and the seal of said Court at Marysville, this 20th day of September A.D. 1884. J. D. Breyner, Clerk.

Said Writ returned and filed Nov. 11th A.D. 1884 endorsed as follows, to wit:- Received this Writ Sept 20th 1884, and on the 28th day of Sept. 1884 for want of goods and chattels I levied this writ on the following described real estate, the one ninth part of the Dower Estate of Hannah L. Jolliff in the following described premises, Situate in the County of Union and State of Ohio, Commencing at a stake in the Sandusky gravel road said stake being 20 feet West and 39.70 poles North of the S. W. corner of John Jolliffs 30 acres lot and in the Va Military Survey No. 7008 and in the line between the lands of said John Jolliff and John Blair said lot being situate on No. lot 17 according to a Survey made by Levi Phelps former Surveyor of Union County thence N. 18° W. 73 poles to a stake in the line between the lands of said Lewis and John Jolliff, thence S. 72° W. 113.79 poles to a stake the N. E. Corner of lands owned by Isaac Jolliff, thence S. 18° E. 62.40 poles to a stake in the Sandusky Gravel road, thence N. 72° E. 43.12 poles to a stake in the gravel road, thence N. 84° E. 72.21 poles to the place of beginning Containing 46.72 acres as surveyed by William Lewis May 18 A.D. 1883. This Writ returned for want of time to advertise. — Fees: Sh. 60 — 2.40 — 4.50 Total 7.70

John Hobensack Sheriff

Afterwards on the 15th day of January 1885, the following Vendi Exponas was issued by the Clerk of said Court, to wit:- (over)

Vendi Exponas 4621

The State of Ohio, Union County, ss. } Vendi Exponas.

To the Sheriff of our said County - Greeting:-

Whereas, By our Writ of Fieri Facias we lately commanded you that of the goods and chattels, or for the want thereof, then of the lands and tenements of L. B. Jolliff, Isaac Jolliff and John Hudson we your bailiwick you cause to be made the sum of $126.60 with 8% int. from Sept 20th 1884 and $12.50 costs, which J. B. Norris as Admr. of J. M. Norris decd. lately in our Court of Common Pleas, begun and held at the Court House in Marysville in said Union County, on the 20th day of Sept. 1885, recovered against them as well for damages which he had sustained as for 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 tract of land, the one ninth part of the dower estate of Hannah L. Jolliff in the following described premises:- Situate in the County of Union and State of Ohio, commencing at a stake in the Sandusky gravel road, said stake being 20 feet West and 39 70/100 poles north of the South West corner of John Jolliffs 20 acre lot and in U. M. Survey No. 7008 and in the line between the lands of said Jolliff and John Blair, said lot being situate on lot No. 17 according to a Survey made by Levi Phelps former Surveyor of Union County. Thence N. 18° W. 73 poles to a stake in the line between the lands of said Lewis Jolliff and John Jolliff, Thence S. 72° W. 113 77/100 poles to a stake the N. E. corner of lands owned by Isaac Jolliff, Thence S. 18° E. 62.40 poles to a stake in the gravel road, thence N. 84° E. 72.21 poles to the place of beginning, Containing 46.72 acres, as surveyed by William Lowe May 15th 1883, which remained in your hands unsold. Therefore we command you that you expose to sale said property so by you in form aforesaid taken in execution and have the money arising from such sale before our Court of Common Pleas within sixty days from the date hereof, to render to the said J. B. Norris Admr. 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 L. B. Jolliff, Isaac Jolliff and John Hudson and for want thereof, then levy on the lands and tenements of said L. B. Jolliff, Isaac Jolliff and John Hudson sufficient, with said property unsold, to satisfy said judgment and have you then and there this Writ. Witness my hand, and the Seal of our said Court of Common Pleas, at Marysville, this 15th day of January A. D. 1885

J. D. Burgner Clerk [Seal]

Sheriffs Return

The State of Ohio Union County ss. } Sheriff's Return on Vendi.

In obedience to the command of the Vendi hereto annexed, I did on the 26th day of January 1885, summon Asa Langstaff J. R. Walker, Wm. Wm. Elroy three disinterested freeholders of said County, who were by me duly sworn to view and appraise the lands and tenements herein described; and afterwards, on the 26th day of January A. D. 1885, 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 26th day of January 1885, 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 28th day of February A. D. 1885

Proof of Publications

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at 1/2 o'clock P.M. of said day. And having advertised said lands and tenements for more than thirty days previous to the day of sale, to-wit:- five consecutive weeks, and in pursuance to said notice, I did, on said 28th day of February A.D. 1883, at the time and place above mentioned, proceed to offer said lands and tenements at public sale and then and there came Isaac Jolliff who bid for the same the sum of Twenty Three and 33/100 Dollars per acre and said sum being two-thirds of the appraised value thereof, and said Isaac Jolliff being the highest and best bidder therefor, I then and there sold and struck off said lands and tenements to him for said sum of Twenty three 33/100 Dollars per acre. Service 30, Levy 1.00, Sum. & Swearing Appraisers 1.20, Writing Appraisal 30, Copy of Appraisal 60, Notice to Printer 30, Affidavit of Printer 30, Writing Notice 30, Mileage 2.24, Postage 1.80, Total $8.04 Printers Fees $13.50/100 - Appraisers Fees $3.00/100

M. Hopkins Sheriff

Afterwards on the 3rd day of March A.D. 1885, the following Proof of Publication was filed with the Clerk of said Court, to-wit:-

Proof of Publications

J. B. Norris, Administrator
vs.
L. B. Jolliff, et. al.

Sheriff's Sale.
Venditioni Exponas.

4621

Court of Common Pleas, Union Co. 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 Marysville, Ohio, on Saturday, February 28th 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 the one-ninth part of the dower estate of Hannah L. Jolliff in the following described premises: Commencing at a stake in the Sandusky gravel road, said stake being twenty feet west and 39 70/100 poles north of the South-West corner of John Jolliff's thirty acre lot and in Virginia Military Survey No. 7008 and in the line between the land of said Jolliff and John Blair, said lot being situated on lot No. 17 according to survey made by Levi Phelps, former surveyor of Union County, thence north 18° west 73 poles to a stake in the line between the lands of said Lewis Jolliff and John Jolliff; thence south 72° West 113 79/100 poles to a stake the north east corner of lands owned by Isaac Jolliff; thence south 18° East 62 40/100 poles to a stake in the gravel road; thence 84° 72.2/100 poles to the place of beginning containing forty-six and Seventy-two one hundredth (46 72/100) acres surveyed by William Lowe, May 18th 1883. Appraised at $35.00 per acre. Terms of Sale Cash

Marion Hopkins Sheriff of Union County.
A. V. Carpenter, Attorney

Jan. 28, 1885; 5 M. fee $13.50/100

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 Jany 25th 1885.

W. C. Shearer.

Sworn to and subscribed before me, this 3rd day of March 1885.

J. D. Bingner
Clerk

Afterwards on the 17th day of March 1885, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

J. B. Norris Admr.
vs.
L. B. Jolliff et. al.

Court of Common Pleas, Union County, Ohio.

4621

This cause came on to be heard on the return of the Sheriff of the writ of Execution issued herein with his report of his proceedings and sale of lands and tenements under said writ. And the Court having carefully examined the said proceedings, being satisfied that the said sale has in all respects been made in conformity to the provisions of the Statute in such cases made and provided, finds the same to be legal and does therefore, approve and confirm the same.

It is further ordered that the Sheriff make to the purchaser Isaac Jolliff a deed in fee simple for the lands and tenements so sold. And the said purchaser is hereby subrogated to all the rights of any lien holder who shall satisfied herein for the protection of his title.

And the Court coming now to the distribution of the purchase money in the hands of the Sheriff, orders that he pay: First, the costs of this action taxed to $ Second the balance to the plaintiff to wit: $

Attest J. R. Bingaman, Clerk.
By A. R. Bingaman, 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 18th day of May in the year of our Lord one thousand eight hundred and eighty five. Heretofore, to wit:- On the 14th day of November A.D. 1884, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

James W. Robinson Plaintiff
vs.
Isaac N. Gates, Rachel Gates, Cyrus Moore, Defendants

Court of Common Pleas, Union County, Ohio.
Petition

4648

The said plaintiff represents to said Court that on the 18th day of June 1883, the said Isaac N. Gates & Rachel Gates his wife executed to the said plaintiff their mortgage deed and thereby conveyed to plaintiff and his heirs in fee simple the following real estate situate in the County of Union, Ohio in Survey No. 3689, Beginning at a stone corner to Smith Browns land, thence N. 80 E. 36 poles to the centre of the County road leading from Newton to York Centre, thence with said road to the corner of a piece of 15 15/100 acres sold by James W. Robinson to S. S. Smith, thence with the Smith line of said lot and with said Smiths line to the S. East corner of said Smiths land in the East line of said Survey thence with said line S. S. W. to the N. East corner of Smith Browns land thence with the North line of this land to the beginning Containing 131 acres more or less and being the same land conveyed to said Gates by James W. Smith by deed dated June 4th 1883, that said mortgage deed was duly recorded June 19th 1883 in Vol. No. 20" Page 285 of the Record of Mortgages

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Sheriffs Return

of said County of Union. That said mortgage had a condition of defeasance that if said Isaac R. Gates would cause to be paid to James W. Robinson his promissory note of One thousand Dollars two years after its said date June 18th 1883 and also pay eight per cent interest thereon annually, to-wit:- $80.00 on June 18th 1884 & $80.00 on June 18th 1885 then said mortgage should become void - That the sum of $80.00 became due plaintiff June 18th 1884 and that no part thereof has been paid and said deed has become absolute subject to defendants right to redeem the same by payment &c. That Cyrus Moore has since said 18th of June 1883 obtained conveyance from said Gates and wife of their equity of redemption of said land. The following other persons are said to claim some interest in said lands viz:- Wm Black, J.D. Ackerman & Bros. as mortgagees, therefore plaintiff prays that said persons be made defendants and each set-forth what claim they have and that a decree be entered in plaintiffs favor for said sums due and to become due and an order of sale issue for the the sale of said premises and for other proper relief. J. W. Robinson

The State of Ohio }
Union County, ss. } James W. Robinson being duly sworn deposes and says he believes the allegations of the foregoing petition are all true.

J. W. Robinson.

Sworn to before me and signed in my presence this 15th day of Nov. 1884

J. Q. Burgner Clerk (Seal)
By W. W. Winget, Deputy

To the Clerk:-

Issue summons for Isaac R. Gates, Rachel Gates, Cyrus Moore, J.D. Ackerman & Bro. and Wm Black and Endorse petition to foreclose mortgage on 131 acres of land. J. W. Robinson.

On the 15th day of Nov. A.D. 1884, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:

Summons

The State of Ohio, } Summons
Union County, ss. }

To the Sheriff of the County of Union, Greeting:-

We command you to notify Isaac R. Gates, Rachel Gates and Cyrus Moore, J.D. Ackerman & Bro. and William Black that they have been sued by James W. Robinson in the Court of Common Pleas of Union County, and that unless they answer by the 13th day of Dec. A.D. 1884 the petition of said James W. Robinson against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 24th day of Nov. A.D. 1884. Witness my hand and the seal of said Court, this 15th day of Nov. A.D. 1884.

J. Q. Burgner Clerk (Seal)

4648

Endorsed: In action to foreclose mortgage on 131 acres of land
J. W. Robinson Pffs. Atty

Said Writ returned and filed Nov. 21st 1884, endorsed as follows, to-wit:

Sheriffs Return

Sheriffs Return

The State of Ohio } Sheriff's Return
Union County, ss. }

Received this Writ Nov. 15th A.D. 1884, and pursuant to its command, on the 20th day of Nov. A.D. 1884, I served the same by delivering to each of the within named defendant Cyrus Moore, I. Gates and Rachel Gates, a true copy of this writ endorsements thereon.

Service 3.00, Mileage 2.50, Cop 30, Total $3.80

J. Hobensack Sheriff by C. C.

Afterwards on the 19th day Feb. A.D. 1885 an Entry was made on the journal by the Clerk of said Court, which reads as follows, to-wit:-

Entry 4648

James W. Robinson
vs.
Isaac F. Gates and others

In Foreclosure.

This day came Anderson Maxon & Co. by their Attorneys and this cause came on to be heard on motion of said Anderson Maxon and Company for leave to file answer and Cross petition herein and was argued by counsel and submitted to the Court and the Court being fully advised in the premises do grant leave to said Anderson Maxon and Company to file such Answer and Cross petition within thirty days from the rising of the Court.

On the 17 day of Feb. A.D. 1885 an Entry was made on the journal by the Clerk of said Court, which reads as follows, to-wit:-

Entry 4648

James W. Robinson
vs.
Isaac F. Gates et. al.

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

This day came on this cause to be heard by the Court and it appearing that this cause relates to the same subject matter as cause No. 4642 brought in this Court by Wm Black against said defendants and James W. Smith it is therefore on motion ordered and adjudged by the Court that said two causes are consolidated into one case under the name of Wm Black against James W. Smith et. al. and as No. 4642 & 4648. And it appearing that all of the parties in interest have been duly served with process and the Court thereupon on motion grant leave to J. D. Ackerman & Bro. to file their Answer and Cross petition and it appearing to the Court that there is due to James W. Robinson on his petition from Isaac F. Gates the sum of Eighty Dollars with interest from June 18th 1884 now amounting to $83.40 and that on the 18th day of June 1885 there will become due to him from said Gates the further sum of $100 which sum is a lien on said land averred in said petition from June 19th 1883. It is therefore considered, adjudged and decreed by the Court that the defendants Isaac F. Gates Cyrus Moore and others within two days pay to said J. W. Robinson said sum of $83.20/100 with 6 per cent interest and costs of this proceeding and if he and they fail to make such payment that an order of Sale issue to the Sheriff of this County who is appointed Special master for that purpose commanding him to appraise advertise and sell said land in said petition described according to law to satisfy said claim due and said master is ordered to bring into Court the proceeds of said sale to satisfy said decree and said claims. And thereupon on motion of said Wm Black the Court find there is due to him as claimed in his said petition from said J. W. Smith the sum of $323 12/100 which the Court find is a lien on said land from the 25th day of April 1882 and therefore it is considered ordered and decreed that unless said J. W. Smith and said defendants pay to said Black the sums so found due to him within two days together with interest and costs that an order of sale issue to the said Sheriff commanding him to appraise advertise and sell said lands and bring

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the proceeds into Court for distribution to satisfy said claim and other liens. Leave is granted to Anderson Mason & Co. to file Answer and Cross petition and as to all other matters and other parties this cause stands for further order.

On Nov. 7th A.D. 1884, the following Petition was filed with the Clerk of said Court to-wit:-

William Black Plaintiff
vs.
James W. Smith, Lillian Smith & Cyrus Moore, Defendants.

Petition

Court of Common Pleas
Union County, Ohio
Petition

642

First Cause of Action: Defendants are indebted to plaintiff in the sum of Two Hundred and Fifty Dollars with interest from the 1st day of April 1880 on a promissory note, a copy of which is hereto attached marked Exhibit "A" At the time of delivering said note the defendant James W. Smith and Lillian Smith his wife, who released her dower therein duly executed, and delivered to said Wm. M. Haines, their mortgage deed conveying to him the following described lands, to-wit:- Beginning at a stone Corner to Smith Browns land; thence N. 80° E. 36 poles to the center of the County road leading from Newton to York; thence with said road to the corner of a piece of 15 18/100 Acres, sold by James W. Robinson as attorney to S. S. Smith; thence with the South line of said lot, and with said Smiths line, to the South East corner of said Smiths lands on the east line of said Survey No. 3689; thence with said line S. 8° W. to the North East corner of Smith Browns land; thence with the north line of his land to the beginning; Containing one hundred and thirty one Acres, more or less. Part of Survey No. 3689, said conveyance contained a condition that if said James W. Smith, should pay, or cause to be paid, unto said Wm. M. Haines his five certain promissory notes of even date, each for the sum of Two Hundred and Fifty Dollars and due, one on the first day of July each year after their date with interest at 4% from date then said conveyance to be void. April 25th 1882 said mortgage was left with the Recorder of Union County, Ohio, and on the 26th day of April 1882, it was by him duly recorded in Mortgage Book 17 Page 439, of the Records of Union County Ohio. Said Wm. M. Haines duly assigned said four notes last-maturing together with said mortgage in so far as it secures said notes, to William Black, March 20th 1882. Said note marked "Exhibit A" has been due since July 1st 1884, and is wholly unpaid, and there is due plaintiff on it, the sum of Two Hundred and Fifty Dollars with 6% interest from April 1st 1880

Said Cyrus Moore, as plaintiff is informed has or claims some interest in said premises but plaintiff avers, that the same is subordinate to his claim, and the plaintiffs ask that he be compelled to set-up his claim, or be forever cut off from asserting the same.

Plaintiff asks that in default of payment of the amount now due, or may hereafter become due before judgment herein, said mortgage may be foreclosed, and said premises sold, and the proceeds applied to the payment of the debt due plaintiff.

Plaintiff also asks judgment against said defendants James W. Smith and Lillian Smith in said sum of Two Hundred and Fifty Dollars with interest from April 1st 1880, and for such other relief as is proper & just.

A. H. Brightlee, Atty. for Plaintiff.

State of Ohio, Union County, ss. } A. H Brightlee, being sworn, says that he is the Attorney of the plaintiff duly authorized herein, that the plaintiff is not a resident of the County of Union, and that the facts stated in the above pleading are as affiant believes true.

A. H. Brightlee,

Sworn to and subscribed before me, by A. H. Brightlee, this 7th day of November 1884.

J. D. Burgner Clerk.

"A" " $250.00 April 1st 1880 "

" On or before the first day of July 1884, for value received, I " promise to pay William M. Haines, or bearer, Two Hundred and Fifty " Dollars, with 6 % interest. This note is secured by mortgage on real estate "

James W. Smith "

"B" " $250.00 April 1st 1880 "

" On or before the first day of July 1885, for value received, I promise " to pay William M. Haines or bearer Two Hundred and Fifty Dollars " with 6% interest. This note is secured by mortgage on Real Estate "

James W. Smith "

" $250.00 April 1st 1880 "

"C." " On or before the first day of July 1886 for value received I promise " to pay William M. Haines, or bearer Two Hundred and Fifty Dollars " with 6% interest. This note is secured by mortgage on real estate "

James W. Smith "

On the 7th day of November A. D. 1884, the following Praecipe was filed with the Clerk of said Court, to-wit:-

Praecipe 4642

William Black, Plaintiff } Court of Common Pleas, Union County, Ohio.
vs.
James W. Smith et. al. Defendants } Marysville, Nov. 7th 1884

To the Clerk of said Court:- Issue Summons in the above case indorse - "Amount claimed $250.00 with interest from April 1st 1880; and foreclosure returnable according to law.

A. H. Brightlee Attorney for Plaintiff

On the 7th day of Nov. A. D. 1884, the following summons was issued by the Clerk of said Court - which reads as follows, to-wit:-

Summons 4642

The State of Ohio, Union County, ss. } Summons

To the Sheriff of the County of Union, Greeting:-

We command you to notify James W. Smith and Lillian Smith and Cyrus Moore that they have been sued by William Black in the Court of Common Pleas of Union County, and that unless they answer by the 6th day of Dec. A. D. 1884 the petition of said William Black against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 17th day of Nov. A. D. 1884.

Witness my hand and the seal of said Court this 7th day of Nov. A. D 1884

Seal

J. D. Burgner, Clerk.

Endorsed: An action for foreclosure of mortgage. Amount claimed $250.00 with int. from April 1st 1880.

A. H. Brightlee Plaintiffs Attorney.

Sheriffs Return

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Said Writ returned and filed, Nov. 11th 1884, Endorsed as follows, to-wit:-

Sheriffs Return

The State of Ohio, Union County, ss. Sheriff's Return. Received this Writ Nov. 7th A.D. 1884, at 2 o'clock P.M. and pursuant to its command, on the 10th day of November A.D. 1884, I served the same by leaving a certified copy thereof with the endorsements thereon at the usual place of residence of James W. Smith, Lillian Smith and Cyrus Moore the within named defendants — Service 6o, Mileage 3.5o, Copy 6o Total $4.7o.

John Hobensack Sheriff.

Afterwards on the 24th day of Feb. A.D. 1885, the following Answer and Cross Petition was filed with the Clerk of said Court, to-wit:-

James W. Robinson

vs.

A. H. Gates, Cyrus Moore, Wm Black & J. D. Ackerman & Bro.

Answer

Court of Common Pleas, Union County, Ohio.

Answer & Cross Petition of J. D. Ackerman & Bro.

Now come the said J. D. Ackerman & Bro. & for answer and by way of Cross petition herein say:- They are a firm engaged in the wholesale clothing business and located in the City of Syracuse in the State of New York and said firm is composed of the following members to-wit: J. David Ackerman and Hannon Ackerman Junior. That on or about the 31st day of August 1883, the defendant A. H. Gates executed and delivered to said firm his two promissory notes - Copies of which are here to attached marked "A" & "B" and made a part of this Cross petition and thereby promised to pay to said firm the sum of $304.05 in one year from date and $304.05 in two years from date - both notes bearing interest from date - for value received - The said A. H. Gates & Rachel Gates his wife also on or about said 31" day of August 1883 to secure the payment of said notes executed and delivered to said firm their mortgage deed and thereby conveyed to said firm the following described premises and being the same as described in the petition of the plaintiff herein to-wit:-

Situated in the Township of Liberty Va. Military Survey No. 3689 in the County of Union and State of Ohio - and bounded and described as follows. Beginning at a stone corner to Smith Brown's land - thence N. 86° E. 36 poles to the centre of the County road leading from Newton to York Centre - thence with said road to the corner of a piece of 15 15/100 acres sold by James W. Robinson as Attorney to S. S. Smith - thence with the South line of said lot and with said Smith's line to the S. E. corner of said Smith's land in the East line of said Survey No. 3689 - thence with said line S. 8° W. to the N. E. corner of Smith Browns land - thence with the North line of this land to the beginning, Containing one hundred and thirty one acres more or less. the condition contained in said mortgage was in substance that if the said A. H. Gates should pay said notes promptly when the same became due then said mortgage to be void, otherwise the same to be and remain in full force and virtue in law forever.

On the 31st day of August 1883 at 4 1/2 o'clock P.M. said mortgage was filed in the office of the Recorder of Union County, Ohio and was by him recorded on the 3rd day of September 1883 in Volume 20 page 338 of Union County Records of Mortgages and the same is still a valid and subsisting lien on said premises - Said deed has become absolute - there is now due and owing upon said note

marked "A" the sum of $304.05 with interest thereon at 6 per cent from the 31st day of August 1883 - and $1.25 protest fees which was paid by said J.D. Ackerman + Bro. - and there will be due and owing upon said note marked "B" August 31st 1885 - The sum of $304.05 and 6 per cent interest thereon from August 31st 1883

Wherefore said J.D. Ackerman + Bro. pray that said mortgage may be foreclosed - said premises be ordered to be sold - that the priorities of liens be determined - and the proceeds of sale be applied towards the payment of their said claim in its proper order and for such further relief as law and equity may require.

S.S. Gardiner Atty. for J.D. Ackerman + Bro.

State of Ohio } ss.
Union County } S.S. Gardiner being duly sworn says he is the attorney of the within named J.D. Ackerman + Bro. duly authorized in the premises that the said J.D. Ackerman and Bro. are not residents of the County of Union and the facts and allegations in the foregoing Answer and Cross Petition are true as he verily believes. S.S. Gardiner.

Sworn to and subscribed before me this 18th day of February 1885.

W. Wh. Hill J.P.

"A" This note is secured by mortgage on Real Estate.
" $304.05 Broadway, Ohio, Aug. 31st 1883"
" One year after date I promise to pay to the order of J.D. Ackerman"
" + Bro. Three Hundred and Four and 05/100 Dollars payable at the Bank of"
" Marysville, Marysville Ohio. Value received with interest. "
" Isaac F. Gates. "

"B." " This note is secured by mortgage on real estate.-
" $304.05 Broadway, Ohio, Aug. 31st 1883"
" Two years after date I promise to pay to the order of J.D. Ack-"
" ermane + Bro. Three Hundred and Four and 05/100 Dollars payable at the"
" Bank of Marysville, Marysville Ohio, Value received with interest "
" Isaac F. Gates "

Afterward on the 2nd day of March A.D. 1885, an Entry was made on the Journal by the Clerk of said Court - which reads as follows, to-wit :-

Entry Jas. W. Robinson vs. Isaac F. Gates et al. } Court of Common Pleas, Union County, Ohio -

This day came the said J.D. Ackerman + Bro. by their attorney and the said F.F. Gates being in default for answer or demurrer to the Cross petition of the said J.D. Ackerman + Bro. the Court find that the allegations therein are confessed by him to be true. The Court further find that the defendant F.F. Gates executed to the said J.D. Ackerman + Bro. the two promissory notes as set forth in the said Answer and Cross petition of the said J.D. Ackerman + Bro. that one of said notes was past due when said Cross petition was filed and no part of the same has been paid and that the other note is not yet due - The Court further find that there is due to the said J.D. Ackerman + Bro. from the said F.F. Gates and Cyrus Moore on the note now past due the sum of $330.34 with 6% interest thereon from the first day of this term - The Court further find that to secure the payment of said notes the said F.F. Gates and Rachel Gates his wife executed and delivered to

Supplemental Petition 46 42

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said J. D. Ackerman & Bro. their mortgage deed as in the Cross petition described and on the same premises as described in the petition and that said mortgage was duly recorded in Vol. 20 page 338 of the Records of mortgages of Union County Ohio and is the best lien on said premises. It is therefore considered and adjudged that unless the defendants A. A. Bates and Cyrus Moore shall within two 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 J. D. Ackerman & Bro. the sums so found due them as aforesaid with interest from the first day of this term according to the terms of said mortgage the defendants equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue therefor to the Sheriff of Union County directing him to sell the said premises as upon execution and bring the proceeds into Court for further order -

Afterwards on the 7th day of July A.D. 1885, the following Supplemental Petition was filed with the Clerk of said Court, to-wit:-

Supplemental Petition

William Black
vs.
J. W. Smith et. al.

46 42

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

The plaintiff says, that since judgment was rendered in the above entitled cause upon the note marked Exhibit "A" in the petition filed herein that the said note marked "B" has become due and is unpaid. The plaintiff prays judgment on the said note marked "B" in the sum of Three Hundred Twenty eight and 75/100 Dollars, with interest from July 1st 1883 and for all proper relief, and that the said premises described in said petition be sold, as heretofore decreed in this action

A. H. Beightler Atty. for Plff.

The State of Ohio }
Union Co. ss. } A. H. Beightler being sworn, says he is the attorney of the plaintiff duly authorized herein, that the plaintiff is not a resident of the County of Union, and that the facts stated in the above pleading are as affiant believes, true

A. H. Beightler

Sworn to and subscribed before me, by A. H. Beightler this 6th day of July 1885.

J. D. Burgner Clerk.

Afterwards on the 8th day of July A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry

Wm Black
vs.
James W. Smith et. al.

46 42

Leave is given by the Court to J. W. Robinson to file Supplemental Cross petition in this case which is consolidated with case No. 4648 wherein J. W. Robinson was plaintiff and Isaac H. Bates and others are defendants. Said Cross petition to be filed in 20 days making further parties.

On the 8th day of July A.D. 1885, the following Entry was made on the Journal of said Court,

To-wit:-

(over)

Entry 4642

William Black
vs.
J. W. Smith et. al.

Court of Common Pleas, Union County, Ohio.

This cause now came on for hearing on the Supplemental petition of plaintiff filed herein, asking for judgment and order of sale on said note marked "B" in the original petition filed herein and the same being submitted to the Court. On Consideration whereof the Court find the allegations of said Supplemental petition are confessed by the defendants to be true, and that there is due the plaintiff on said note marked B" the sum of $328.75 with interest from July 1st 1885. It is therefore considered that the plaintiff William Black recover from said defendants the said sum of $328.75 with interest from July 1st 1885, and his costs in this behalf expended. The Court further find that in order to secure the payment of said note, the defendants J. W. Smith and Lillian Smith his wife executed the mortgage as set forth in the petition herein and that the same is a good and valid lien on the premises described in said petition and that the conditions in said mortgage have been broken. It is further adjudged and decreed that unless the defendants shall within 10 days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid with interest from July 1st 1885, the defendants equity of redemption be foreclosed and said premises be sold and that an order issue therefor to the Sheriff of Union County directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

Attest J. L. Burgner, Clerk.
By A. R. Burgner, Deputy.

Pleas before his Honor John A. Price Judge of the Court of Common Pleas, begun and held at the Court House in the town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio on the 18th day of May in the year of our Lord one thousand eight hundred and eighty five. Heretofore to-wit:- On the 18th day of April A. D. 1885, the following Petition was filed with Clerk of said Court, to-wit:-

Petition

O. S. Chapman Plaintiff
Against
Gottlieb Fawest, Lydia H. Fawest, Samuel Fox Alice P. Fox, H. B. Linsley & ——— Linsley his wife, Defendants

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

418 10

First cause of action: Plaintiff for his first cause of action says: That on the 8th day of April A. D. 1882 the defendants Gottlieb Fawest and Samuel Fox made and delivered to one Virgil Haines their four promissory notes of that date and thereby promised to pay to said Virgil Haines or bearer $362.00 on the 10th day of April 1883 — $362.00 on the 10th day of April 1884 — $363.00 on the 10th day of April 1885 and $363.00 on the 10th day of April 1886. All of said notes to bear interest from April 10th 1882 The first note above described has been paid (copies of the other three notes with all the credits thereon are hereto attached marked "A" "B" & "C" respectively)

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2d The defendants Gottlieb Finest, Lydia H. Finest, Samuel Fox and Alice P. Fox on said 8th day of April 1882 to secure the payment of said promissory notes made and delivered to said Virgil Haines their mortgage deed and thereby conveyed to said Virgil Haines his heirs and assigns the following premises situate in the County of Union in the State of Ohio and in York Township, being a part of U. M. Survey No. 3238: Beginning at a stone with pieces of brick under it North East corner to a lot heretofore conveyed by James O. Inman & wife to J. M. Darling, thence S 81 3/4° E. 54 2/10 poles to a stake: thence S 7 3/4° W. 149 poles to a stake and water ash in the north line of Jacob Haines land: thence with said Haines North line N. 81 1/4° W. 54 2/10 poles to a stone: thence N. 7 3/4° E. 146 poles to the beginning. Containing fifty acres the conditions contained in said mortgage deed was in substance that if said defendants should pay said Virgil Haines or bearer said notes and the interest thereon according to the terms thereof then the mortgage to be void otherwise to be and remain in full force and virtue in law — 3rd On the 11th day of April 1882 at 12 o'clock m. said mortgage was filed with the Recorder of Union County Ohio, for record and was recorded April 25th 1882 in Vol. 17 page 436 of Record of Mortgage for said County — 4th The said deed has now become absolute. There is now due and unpaid upon the said indebtedness the sum of Five Hundred and Seventy One and 67/100 Dollars with interest on $363.00 from Sept. 10th 1883 and interest on $208.67 from Oct. 10th 1884 — 5th For a full fair and valuable consideration said Virgil transfered and assigned said notes and the mortgage securing them to the plaintiff who is now the legal owner and holder thereof — 6th The plaintiff therefore asks judgment against said Gottlieb Finest and Samuel Fox for said sum of $571.67 with interest on $363.00 from September 10th 1883 and interest on $208.67 from October 10th 1884, and that said mortgage may be foreclosed and said premises be ordered to be sold and the proceeds applied in satisfaction of said indebtedness and for all proper relief.

Second. The plaintiff further says after the making of the notes and mortgage in his petition hereto fore described the defendant Samuel Fox purchased the interest of the defendant Gottlieb Finest in the premises in this petition described and to secure the payment of the purchase price thereof executed and delivered to said Gottlieb Finest his four promissory notes all dated September 1st 1882 and thereby promised to pay to said Gottlieb Finest or bearer $106.00 Sept. 1st 1883 — $107.00 Sept. 1st 1884, $106.00 Sept. 1st 1885 and $106.00 Sept. 1st 1886 all of said notes to bear 6% int. from Sept. 1st 1882. — 2nd That on said 1st day of Sept. 1882 said defendants Samuel Fox and Alice P. Fox his wife to secure the payment of said notes made and delivered to said Gottlieb Finest their mortgage deed and thereby conveyed to said Gottlieb Finest his heirs and assigns the premises heretofore described in the petition The condition contained in said mortgage deed was in substance that if said grantors should well and truly pay the aforesaid notes and interest thereon when due then these presents should be void otherwise to be and remain in full force and virtue in law — 3rd On the 11th day of Sept. 1882 @ 9 1/2 o'clock A. M. said mortgage was delivered to the Recorder of said County to be by him recorded and was recorded on the same day in Vol. 17 Page 436 — Mortgage Records of Union County, Ohio.

4th Afterwards for a full fair and valuable Consideration the second

note above described was transfered and assigned to the plaintiff who is now the legal owner and holder thereof (a copy of said note is hereto attached marked "A.") 5th The said deed has become absolute There is now due to the plaintiff on said note and mortgage the sum of one hundred and seven dollars with interest from Sept. 1st 1882 — 6th The plaintiff says said Gottlieb Furst, so far as plaintiff is advised is still the owner and holder of the remaining notes secured by this last mortgage. 7th The plaintiff therefore prays for judgment and order of sale as he has hereinbefore prayed and further that he may also have judgment against said Samuel Fox for the said sum of One Hundred and Seven Dollars with interest from Sept. 10th 1883, and that said mortgage may be foreclosed and said premises ordered to be sold and the proceeds applied in satisfaction of said indebtedness and for all proper relief.

A. T. Carpenter Attorney for Plaintiff.

The State of Ohio, }
Union County ss. } O. S. Chapman the plaintiff being sworn says the facts stated in his foregoing petition are true as he verily believes.

O. S. Chapman

Sworn to by O. S. Chapman before me and signed by him in my presence this 18th day of April A.D. 1885.

J. Q. Burgner, Clerk. {Seal}

Copies of Notes (1).

" $362.00 On or before the 10" day of April A.D. 1884, we promise to pay "
" Virgil Haines or bearer Three Hundred and Sixty-two Dollars with interest "
" from the 10th day of April 1882. — Apr. 8" 1882 " "Gottlieb Furest- "
" "Samuel Fox. "

Indorsed as follows:- "Paid Sept. 19" 1883 by Samuel Fox Thirty and 77/100 Dollars "
"being the interest accrued to Sept. 10th 1883." "Paid April 11" 1884 One Hundred "
"Fifty-three and 33/100 Dollars on principal and interest to Apr. 10" 1884 Twelve "
" 67/100 Dollars - Interest paid note to Oct. 10" 1884 "

(2).

" $363.00 On or before the 10" day of April A.D. 1885 we promise to pay Virgil "
"Haines, or bearer Three Hundred and Sixty-three dollars with interest from "
" the 10th day of April 1882 - April 8" 1882 - "
" Gottlieb Furest- "
" Samuel Fox "

Indorsed as follows:- "Paid Apr. 19/83 by - Fox Thirty & 86/100 Dollars being accrued interest to Sept. 10/83.

(3)

" $363.00 On or before the 10" day of April A.D. 1886, we promise to pay Virgil Haines "
" or bearer Three Hundred and Sixty three Dollars with interest from the 10th day "
" of April A.D. 1882 - April 8" 1882 "
" Gottlieb Furest- "
" Samuel Fox "

Indorsed: "Paid Sept. 19/83 by - Fox thirty and 85/100 being the accrued interest to Apr. 19/83 "

"A."

" $107.00 Sept. 1st 1882 "
" Two years after date I promise to pay Gottlieb Furest or bearer "
" One Hundred and Seven Dollars with interest from date value received, "
" Samuel Fox "
" Indorsed: "Paid Sept 19/83 Six and 6/100 Dollars by Samuel Fox being the " interest accrued to Sept 10/83.

Praecipe

To Clerk:

...returnable ... "Aunt's claim ... $208.67 ... foreclosure ...

On the 18th ... said Court ... The State of ... Union Coun...

Summons

48 10

...O. Furest, ... wife that the ... Pleas of Union ... D. 1885, the ... Office of said ... rendered, ... the 27th day ... Court, this ... Endorsed: ... with int. ... $107.00 at 6% ...

Said Writ ... The State of ... Union Coun... and pursue... same by de... copy of this ... defendant ... Copy of this ... Leydia A. ... Fees:- Service ...

Sheriff's Return

Afterward... the Journal ... O. S. Chap...

Entry

vs.

Gottlieb Fur...

48 10

A. T. Carpen... answer or ... liff is entitle... and the ... to said plai... on the note ... Six Hundr... to may 18" ...

Praecipe

To Clerk:

Issue summons for defendants in above entitled case returnable according to law - Indorse Action on note and mortgage Amt claimed $371.67 with interest on $363.00 from Sept. 10th 1883 and on $208.67 from Oct. 10th 1884 and judg. for $107.00 @ 6% int from Sept. 1st 1882 and foreclosure of mortgage.

A. T. Carpenter

On the 18th day of April A. D. 1883, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons

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

48 10

We command you to notify Gottlieb Finest - Lydia H. Finest, Samuel Fox, Alice Fox, P. Fox, H. B. Linsley and —— Linsley his wife that they have been sued by O. S. Chapman in the Court of Common Pleas of Union County, and that unless they answer by the 16th day of May A. D. 1885 the petition of said O. S. Chapman against them filed in the Clerks Office of said Court - such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 27th day of April A. D. 1885. Witness my hand and the seal of said Court - this 18th day of April A. D. 1883 J. Q. Burgner Clerk. (Seal)

Endorsed: The action on note and mortgage, Amt claimed $371.67 with int: on $363.00 from Sept. 10th 1883 & on $208.67 from Oct. 10th 1884 and judg't for $107.00 at 6% int. from Sept. 1st 1882, and foreclosure of mortgage.

A. T. Carpenter Plaintiffs Attorney

Said Writ returned and filed April 27th 1883, endorsed as follows, to-wit:-

Sheriffs Return

The State of Ohio } Sheriff's Return
Union County, ss. } Received this Writ April 20th A. D. 1883, at 9 o'clock A. M. and pursuant to its command, on the 21st day of April A. D. 1883, I served the same by delivering to the within named defendant Wm Linsley a true copy of this writ with endorsements thereon. I served the within named defendant H. B. Linsley by leaving at his usual place of residence a true copy of this writ with endorsements thereon. The defendants Gottlieb Finest - Lydia H. Finest, Samuel Fox and Alice P. Fox not found in the County

Fees:- Service 45, Mileage 2.40, Copy 1.20, Total $4.05

Wm. H. Hopkins Sheriff
By A. H. Hoodwin Deputy

Entry

Afterward on the 21st day of May A. D. 1885, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

O. S. Chapman
vs.
Gottlieb Finest et. als.

Court of Common Pleas, Union County, Ohio.

4 8 10

And now comes the said O. S. Chapman by A. T. Carpenter his attorney and the said defendants all 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 said plaintiff from the defendants Gottlieb Finest and Samuel Fox on the notes and mortgage in said petition described the sum of Six Hundred and Sixteen and 05/100 Dollars (including interest computed to may 18th 1885) and that there is due to said plaintiff from the defendant

Samuel Fox the sum of One Hundred and Seventeen and 84/100 Dollars (including interest computed up to May 18th 1885) It is therefore considered by the said Court here that the said plaintiff recover of the said defendants Gottlieb Finest and Samuel Fox the said sum of $616.03 with interest from May 18th 1885; and that said plaintiff recover of the defendant Samuel Fox said sum of $117.84 with interest from May 18th 1885; the respective sums so found due as aforesaid and also his costs taxed to $ And it is further ordered and adjudged that in case the said defendants Gottlieb Finest and Samuel Fox fail for 3 days from the 18th day of May 1885 to pay to the said plaintiff the said sum of $616.03 with int. from May 18th 1885, so as aforesaid found due from them with costs of suit, or if said defendant Samuel Fox fails for 3 days from this 18th day of May to pay to plaintiff said sum of $117.84 with int. from May 18th 1885, so as aforesaid found due with costs of suit, an order issue to the Sheriff of said County commanding him to cause the said lands and tenements in said petition described to be appraised, advertised and sold according to law, and apply the proceeds of said sale in satisfaction of the said sums so found due with costs of suit.

Afterwards on the 28th day of May A.D. 1885, the following order of sale was issued by the Clerk of said Court to-wit:-

Order of Sale 4810

The State of Ohio, Union County, ss.

Order of Sale.

To the Sheriff of said County-Greeting:-

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 21st day of May A.D. 1885, in the cause of O.S. Chapman plaintiff and Gottlieb Finest et.al. defendant-said O.S. Chapman obtained a judgment or decree against the said Gottlieb Finest et.al. for the sum of Six Hundred and Sixteen and 03/100 Dollars, and costs of suit: And whereas, it was then and there by said Court ordered adjudged and decreed, that the said Gottlieb Finest et.al. shall within three days from the 21st day of May A.D. 1885 pay unto the said O.S. Chapman the said sum of Six Hundred and Sixteen and 03/100 Dollars with interest from 18th day of May A.D. 1885, at the rate of per cent. per annum and to the Clerk of this Court the costs of this action herein, taxed to $ and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in Plaintiffs petition, &c: And whereas, the three days aforesaid have fully expired and the said sum of $616.03/100 with interest and costs have not been paid as aforesaid, as appears to us of record. You are therefore commanded to proceed, and akpraise, advertise and sell, as aforesaid the following lands and tenements, to-wit:- Situate in the Township of York County of Union and State of Ohio, bounded and described as follows:- Being a part of U.M. Survey No. 3238: Beginning at a stone with pieces of brick under it North East corner to a lot heretofore conveyed by James D. Mann & wife to J.M. Darling, thence S. 81 3/4° E. 54 2/10 poles to a stake: thence S. 7 3/4° E. 54 2/10 poles to a stake and water ash in the North line of Jacob Harris' land: thence with said Harris' North line N. 81 1/4° W. 54 2/10 poles to a stone: thence N. 7 3/4° E. 146 poles to the beginning Containing 55 acres

We therefore Command You, that you proceed to carry said order, judgment

Sheriffs Return

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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 hereon, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you. Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville, Ohio, this 28th day of May A. D. 1885. J. D. Brugner Clerk (Seal)

Sheriffs Return

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 6th day of June 1885, summon James W. Darling, Horace S. Colver and Peleg 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 aforesaid, on the 8th day of June A. D. 1885, said appraisers returned to me under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at Forty 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 10th day of June 1885, 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 Court House of said County on the 11th day of July A. D. 1885, at 2 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 11th day of July A. D. 1885, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came George W. Harris who bid for the same the sum of One thousand three Hundred and Seventy-five Dollars, and said sum being more than two-thirds of the appraised value thereof, and said George W. Harris being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of One thousand three Hundred and Seventy-five Dollars — Fees: Service 30, Summoning & Swearing Appraisers 1.20 Conveying Appraisers 1.00 Writing Appraisal 30, Copy of Appraisal 20 Notice to Printer 30, Mileage 2.40 Crier 9. 25 — Total $15.75
Appraisers Fees: 3.00, Sheriffs Fees $10.75

Marion Hopkins Sheriff
By A. H. Goodwin Deputy

Attest-J. D. Brugner, Clerk.
By A. R. Brugner, 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 18th day of May in the year of our Lord one thousand eight hundred and eighty-five. Heretofore, to-wit:- On the 4th day of April A.D. 1885, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

Ruth A. Myers, Plaintiff
vs.
Oliver S. Myers, Defendant.

Court of Common Pleas, Union County, Ohio
Petition.

4798

The plaintiff says:

1. She has been a resident of the State of Ohio for more than one year last-past and is now a bona fide resident of the said County of Union-

2. On or about the 2nd day of May A.D. 1872, in the County of Union and State of Ohio, she was married to the defendant: and has ever since conducted herself toward the said Oliver S. Myers as a faithful and obedient wife.

3. The defendant disregarding his duties as a husband has been guilty of gross neglect of duty in this, to-wit:- That for two years last-past he has failed and refused to provide for and maintain this plaintiff- and has failed and refused to furnish her and her children, hereinafter to be named, with food or clothing-

4". The defendant has been guilty of habitual drunkenness for more than three years last-past.

5." There has been born as the issue of said marriage the following children, to-wit- Ida Pearl Myers aged 7 years, Minnie L. Myers aged 12 years,

6" The defendant prays that she may be divorce from the said defendant and that she may have the custody of said children, and have such other and further relief as in equity she is entitled. G. S. Meriott & D. W. Ayers.
Attorneys for Plaintiff.

Praecipe

Clerk:-

Issue Summons upon the petition in the above entitled case to the Sheriff of Union County, Ohio- Endorse; "Action for Divorce"- and returnable according to law.
G. S. Meriott and D. W. Ayers.

On the 4th day of April A.D. 1885- a Summons was issued by the Clerk of said Court- which reads as follows, to-wit:-

Summons

4798

The State of Ohio } Summons in Divorce
Union County ss } To the Sheriff of Union County:-

You are commanded to notify Oliver S. Myers that Ruth A. Myers 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 the custody of their said children and for other and 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 13th day of April A.D. 1885.

Seal

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court at Marysville, O. this 4th day of April A.D. 1885.
J. D. Burgner Clerk.

Endorsed: Summons in Action for Divorce. G. S. Merritt & D. W. Ayers' Attys.

Sheriffs Return

Said Writ-returned
The State of Ohio
Union County
the 5th day of
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Entry

4798

Afterward
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Ruth A. Myers
vs.
Oliver S. Myers

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George W.

Petition

4618

Sheriffs Return

Said Writ returned and filed April 13th A.D. 1885 endorsed as follows, to-wit:-

The State of Ohio, }
Union County, ss. } Received this writ on the 6th day of April A.D. 1885 and on the 10th day of April A.D. 1885 I served the same by leaving a true copy thereof with the endorsements thereon, together with a certified copy of the petition at the usual place of residence of the within named defendant.
—Fees:- Serve 2.0, Copy 1.0, Mileage 5.12 Total $8.12. W.H. Hopkins Sheriff.
By A.H. Goodwin Deputy.

Afterwards on the 17th day of June A.D. 1885 the following Entry was made on the Journal of said Court, to-wit:-

Entry

Ruth A. Myers }
vs. } Court of Common Pleas, Union County, Ohio.
Oliver S. Myers }

4798

Now came the plaintiff and the defendant having been duly served with Summons and a copy of the petition herein and having failed to appear, the Court find him in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by him to be true. The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio, for one year next preceding the same and was at the time a bona fide resident of this County of Union and that the parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty and habitual drunkenness for more than three years last past and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Ruth A. Myers and Oliver S. Myers 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 and education and control of the said children of the parties hereto be until further order confided to the said Ruth A. Myers exclusively. It is further considered by the Court that the said plaintiff recover from the said defendant her costs herein expended.

Attest- J.D. Burgner, Clerk.
By A.R. Burgner, Deputy.

Pleas before his Honor John A. Price Judge of the Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio, on the 18th day of May in the year of our Lord one thousand eight hundred and eighty-five. Heretofore, to-wit:-

On the 13th day of September A.D. 1884 the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

4618

Herrick B. Seely }
vs. } Court of Common Pleas, Union County Ohio.
George W. Souths } Petition

Defendant is indebted to plaintiff in the sum

of Four Hundred Dollars, which he claimes, with interest from the 16th day of January 1883, on four promissory notes, copies of which are hereto attached, marked Exhibits "A", "B," "C" & "D" with all credits or indorsements thereon.

On the 16th day of January 1883, the defendant together with his wife Mary South, who released her right of dower therein, duly executed duly executed and delivered to the plaintiff their mortgage deed, to secure the payment of said notes marked Exhibits "A." "B." "C" & "D." conveying to the said plaintiff Herrick B. Seely the following described premises: Being the Lots Nos. 5 and 27 in the Village of Frankfort, and part of Survey No. 3063 Jerome Township County of Union, Ohio. Said conveyance contained a condition that if said defendants should pay or cause to be paid as the same became due respectively to the order of said Herrick B. Seely the four certain promissory notes of even date, each for the sum of One Hundred Dollars and due one April 1st 1883, one April 1st 1884, one April 1st 1885, and one April 1st 1886, with interest at 6% per annum, then said conveyance to be void, otherwise to be in full force and and value. Since said mortgage deed was executed and delivered to said plaintiff said Mary South has died. On the 25th day of Jany. 1883 said mortgage was duly left for record with the Recorder of Union County Ohio, and was recorded by him in Vol. 20. Page 75 of the Union County Ohio Record of Mortgages. Said first two notes marked Exhibit A & B. are past due and are wholly unpaid and there is due plaintiff on them the sum of Two Hundred Dollars, with interest from January 16th 1883 at the rate of 6% per annum. Plaintiff asks, that in default of payment of the amount now due, or that may become due, and payable before judgment herein, said mortgage may be foreclosed and said premises sold and the proceeds applied to the payment of the debt due plaintiff. And for such other relief touching either or any of said notes, which shall not be due at the time judgment is rendered herein, as the Court may deem lawful and just and for all proper relief.

A. H. Beightler Atty for Plaintiff.

State of Ohio, }
Union Co. ss. } A. H Beightler being sworn says he is the attorney of the plaintiff duly authorized herein, that the above pleading is founded upon a written instrument for the payment of money, which instrument is now in affiants possession and that the facts stated in the above pleading are, as affiant believes true.

A. H. Beightler.

Sworn to and subscribed by A. H. Beightler before me, this 13th day of Sept. 1884

J. R. Bungner Clerk [Seal]

"A"

$100.00

Jerome Ohio, Jan. 16th 1883.

On the first day of April 1883, I promise to pay Herrick B. Seely or order one hundred dollars - value received - with interest at six per cent per annum. This note is secured by mortgage of even date herewith.

(Signed) G. W. South
Mary (her mark) South

"B"

$100.00

Jerome Ohio January 16th 1883.

On the first day of April 1884, I promise to pay Herrick B Seely or order One Hundred Dollars - Value received with interest at six

Praecipe 4618

Summons 4618

Answer

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"
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" $100.00
" One
" order, One
" per annum
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" $100.00
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Herrick B.
vs.
George W. So

"per cent-per annum. This note is secured by mortgage of even date herewith."
" (Signed) G. W. South "
" Mary her South. "
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"C."

" $100.00 Jerome O. January 16th 1883 "
" One the first-day of April 1885 A promise to pay Merrick B. Sely or "
" order, One Hundred Dollars - value received, with interest-at-six per cent- "
" per annum. This note is secured by mortgage of even date herewith. "
" (Signed) G. W. South "
" Mary her South. "
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"D."

" $100.00 Jerome Ohio, January 16th 1883. "
" One the first-day of April 1885, A promise to pay Merrick B. Sely or "
" order One Hundred Dollars, Value received, with interest-at-six per cent "
" per annum. This note is secured by mortgage of even date herewith. "
" (Signed) G. W. South "
" Mary her South "
mark

Praecipe 4618

Merrick B Sely, Plaintiff } Court of Common Pleas, Union County, Ohio.
vs. Marysville, Sept. 13th 1884
G. W. South, Defendant } To the Clerk of said Court:- Issue summons
in the above case returnable according to law.
A. H. Brightler Atty for Plaintiff.

On the 13th day of September A.D. 1884, the following Summons was issued by the Clerk of said Court, to-wit:-

Summons 4618

The State of Ohio, } Summons
Union County, ss. } To the Sheriff of the County of Union, Greeting:-
We command you notify George W. South that he has been sued by Merrick B. Sely in the Court of Common Pleas of Union County, and that unless he answers by the 11th day of October A.D. 1884, the petition of said Merrick B. Sely 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 22nd day of September A.D. 1884.
Witness my hand and the seal of said Court this
Seal 13th day of Sept. A.D. 1884.
J. D. Burgner Clerk.
By W. Ch. Winget Deputy.

Said Writ returned and filed Sept. 19th A.D. 1884 endorsed as follows, to-wit:-

Sheriff's Return.

The State of Ohio, } Received this Writ September 13th A.D. 1884 at 2 o'clock
Union County ss. } P.M. and pursuant to its command, on the 18th day of September A.D.
1884 I served the same by delivering to the within named Geo. W.
South a true copy of this writ with endorsements. - Service 3.00, Mileage
2.00, Copy 20 Total $2.50.
John Hobensack Sheriff U. Co. O.

Afterward on the 4th day of Oct. 1884, the following Answer was filed with the Clerk of said Court, to-wit:-

Answer

Merrick B. Sely Plff. } Court of Common Pleas, Union County, Ohio.
vs.
George W. South Deft. } 1st Now comes the defendant George W. South

and for Answer says he admits the execution of the notes and mortgage stated in plaintiff petition.

2nd. Further answering said George W. South says that about the time and before the execution of the said notes and mortgage he had entered into a verbal agreement with the plaintiff for the purchase of said property that is described in the plaintiff petition and as a part performance on the part of the defendant he paid the plaintiff as part of the purchase money therefor the sum of four hundred dollars, and at that time it was understood and agreed between the plaintiff and the defendant that he was not to pay any money on said mortgage until April 1st 1884, but that on the 16th day of January A.D. 1883 the said plaintiff fraudulently and wrongfully took advantage of the fact that he already had four hundred dollars of the purchase money in his hands paid on said real estate. He the plaintiff then and there refused to pay back said money, and refused to make a deed to the defendant unless the defendant would execute said mortgage as it appears in said petition with one hundred dollars due April 1st 1883, and the defendant believing that he would be wholly unable to collect back off the plaintiff the purchase money already paid finally agreed with the plaintiff to execute said mortgage and notes as plaintiff desired, upon the plaintiff agreeing verbally that the defendant might have his own time within said four years that said mortgage was to run to pay off said first note, and believing and relying on the plaintiff agreement as above stated did execute said notes and mortgage, said agreement being that plaintiff would not call upon the defendant for said first $100.00 until he was able to pay the same, which promise and agreement said plaintiff has failed to keep with the defendant.

3rd. As a further defense to the plaintiffs petition and by way of payment on said second note set up in said petition the defendant says that said plaintiff occupied and used one granery and one ice house for all the time since January 16th 1883 up to date, that there was no agreement as to the price of the rent to be paid therefor but that the same are worth $2.00 per month for 21 months $41.00. Defendant further says that by way of defense to said petition that the defendant was to have the use of the dwelling house on said property on the first day of April 1883 but that the plaintiff kept the defendant out of the use of the same for 15 or 20 day to his damage of $10.00.

4th. Defendant therefore denies that at the commencement of this suit there was any thing due the plaintiff on the same for the reason above stated. Defendant therefore asks that he be allowed his said payments if the Court should find for the plaintiff and he further prays that said petition of the plaintiff be dismissed for the reason that there was nothing due on the same when this suit was brought, and for all proper relief.

J. M. Kennedy Atty. for Defendant.

State of Ohio }
Union County ss } George W. South being duly sworn says the facts and allegations in the foregoing answer are true as he verily believes

G. W. South.

Sworn to and subscribed by the said Geo. W. South before me this the 4th day of October 1884.

A. H. Hollefrath Notary Public {Seal}

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Praecipe
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Order of Sale
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Afterwards on the 26th day of February A.D. 1885, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Herrick B. Seely
vs.
G. W. South et al.
} Court of Common Pleas, Union County, Ohio.

Entry
4618

This cause now coming on for hearing as submitted to the Court on the petition of the plaintiff and the answer of the defendant G. W. South, on consideration thereof the Court find on the issue joined for the plaintiff, and that there is due the plaintiff from the defendants on the notes set forth in the petition with interest to the first day of this term, the sum of two hundred and twenty-five and 33/100 dollars. The Court further find that in order to secure the payment of said notes, the defendants G. W. South and Mary South his wife executed and delivered to said plaintiff their certain mortgage, as in the petition described and on the premises therein described, that said mortgage was duly recorded in Vol. 28 Page 75 of the Records of mortgages of Union County, Ohio and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage have been broken. It is therefore considered by the Court that the plaintiff recover from the defendants the said sum of $225-33 with interest from the first day of this term, and his costs herein expended. And it is further adjudged and decreed, that unless the defendant G. W. South shall, before the first day of May 1885, 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 as aforesaid, the defendants equity of redemption be foreclosed, and said premises be sold and that an order of sale issue therefor to the Sheriff of Union County directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this Court at its next term, for further order, to which time this cause, as to the notes in the petition described and not yet due, is continued.

Herrick B. Seely Plaintiff
vs.
G. W. South, Defendant
} Court of Common Pleas, Union County, Ohio

Praecipe
4618

Marysville, May 4th 1885.

To the Clerk of said Court:- Issue Order of Sale in the above case returnable according to law.

A. H. Brightler Atty. for Plff.

On the 4th day of May A.D. 1885, the following Order of Sale was issued by the Clerk of said Court, to-wit:-

Order of Sale
4618

The State of Ohio,
Union County, ss.
} Order of Sale.

To the Sheriff of said County:- Greeting:-

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 26th day of February A.D. 1885, in the cause of Herrick B. Seely plaintiff, and George W. South defendant, said Herrick B. Seely obtained a judgment or decree against the said George W. South for the sum of two hundred and twenty five and 33/100 Dollars and costs of suit: And whereas it was then and there by said Court ordered adjudged and decreed that the said Herrick B. Seely shall within — days from the 26th day of Feb. A.D. 1885 pay unto the said Herrick B. Seely the said sum of two hundred and twenty five

and 33/100 dollars, with interest from 16th day of Feb. A.D. 1885, at the rate of 6 per cent per annum, and to the Clerk of this Court the costs of this action herein taxed to $ and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in plaintiffs petition &c. And whereas the days aforesaid have fully expired and the said sum of $225.33 with interest and costs have not been paid as aforesaid, as appears to us of record. You are therefore commanded to proceed and appraise, advertise and sell, as aforesaid, the following lands and tenements, bounded and described as follows:– Being In Lots Nos. 5 and 27 in the village of Frankfort and part of Survey No. 3003 Jerome Township Union County, Ohio. We therefore command you, that you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof and that you expose to sale the above described real estate, under the Statute regulating sales on execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty day 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 4th day of May A.D. 1885.

J. Q. Burgner Clerk, {Seal}

Sheriffs Return

The State of Ohio }
Union County ss } Sheriffs Return.

In obediance to the command of the Order of Sale hereto annexed I did, on the 8th day of May 1885, summon J. W. Robinson J. E. Herriott and James Lynn 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 8th day of May A.D. 1885, said appraisers returned to me under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at Six Hundred Dollars a certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 9th day of May 1885, I caused to be advertised in the Marysville Times (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court-House in said County, on the 6th day of June A.D. 1885, at 2 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 6th day of June A.D. 1885, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came Herrick B. Seely, who bid for the same the sum of Four Hundred Dollars and said sum being two thirds of the appraised value thereof and said Herrick B. Seely being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for the sum of Four Hundred Dollars. ~ Service 30, Summoning & Swearing Commissioners 1.20 Conveying Appraisers 1.00, Writing Appraisal 30, Copy of Appraisal 30, Notice to printer 30, Mileage 2.40, Total $5.80 Appraisers Fees 3.00 Printers Fees 6.00.

M. Hopkins Sheriff By A. H. G. Deputy.

Afterwards on the 22nd day of May A.D. 1885 the following Proof of Publication was filed with the Clerk of said Court, to-wit:-

Proof of Publication

Herrick B. Seely
vs.
G. W. South.

4618

Sheriff's Sale.
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 Marysville Ohio, on Saturday, June 6th 1885 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 Frankfort, County of Union and State of Ohio, and being known and described as follows: Being in Lots Nos. 5 and 27 in the village of Frankfort and part of Survey No. 3003 Jerome township, Union County Ohio- Appraised at $600.00. Terms of sale-cash. Marion Hopkins Sheriff.
May 9th 1885-10-5-pf. 86cts

A. H. Beightler, Attorney.

A. H. Beightler being duly sworn says he is the editor of the Marysville Times a weekly newspaper published in Marysville, Union County Ohio, and having a general circulation therein, and that the annexed Advertisement was published in said Newspaper four consecutive weeks, the first insertion being on the 9th day of May 1885, and the last on the 6th day of June 1885.

A. H. Beightler

Sworn to and subscribed by A. H. Beightler before me, this 22nd day of May 1885, — printers fees .86cts

J. D. Burgner Clerk.

Afterward on the 2nd day of June A.D. 1885, the following Supplemental petition was filed with the Clerk of said Court, to-wit:-

Supplemental Petition

Herrick B. Seely
vs.
G. W. South et. al.

4618

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

The plaintiff says, that since judgment was rendered in the above entitled cause, for the the amount of the two notes, marked exhibits "A" and "B" in said petition the said note marked exhibit "B." has become due, and is unpaid. The plaintiff prays judgment on the said note, in the sum of One Hundred and Fourteen Dollars ($114cts) with interest from May 18th 1885. and for all proper relief.

A. H. Beightler Attorney for Plaintiff.

State of Ohio
Union County, ss.

A. H. Beightler being duly sworn says he is the attorney of the above named plaintiff, duly authorized herein, and that the allegations herein are true as he verily believes. A. H. Beightler

Sworn to and subscribed before me by A. H. Beightler June 2nd 1885.

J. D. Burgner, Clerk By W. M. Wright Deputy (Seal)

Afterwards on the 8th day of June A.D. 1885, the following motion was filed with the Clerk of said Court, to-wit:-

Motion

Herrick B. Seely Plaintiff
vs.
George W. South Defendant.

4618

Union County Court of Common Pleas,
Motion to set-aside sale.

1st Now comes George W. South and moves the Court to set-aside the sale heretofore made in this action of the real estate therein described for the reason that the same was

sold for less than its value.
2nd That said real estate was appraised to low.
3rd That said real estate was sold for a grossly inadequate sum not more than one half of its cash value. For the above reasons the defendant George W. South asks the Court to set aside said sale and order a new appraisement of the same. J. M. Kennedy
Attorney for Defendant.

On the 8th day of June A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Herrick B. Sudy
vs.
G. W. South et.al.

Entry of Confirmation

Entry 4618

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 and 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 sale be, and is hereby approved and confirmed, And it is further ordered that the said Sheriff, convey to the purchaser Herrick B. Sudy by deed in fee simple the lands and tenements so sold, and that a Writ of execution issue, if need be, to put said purchaser into possession of said premises. And the Court coming now to distribute the proceeds of said sale amounting to Four Hundred (400) Dollars it is ordered that the Sheriff, out of the money in his hands, pay: First the costs of this action including taxes due on said property, taxed to $

Secondly: The Court find that since the judgment herein, the third one of the notes set forth in the petition has become due and is unpaid, and that there is due the plaintiff thereon, including interest to the first day of the present term May 18th 1885, the sum of $114.00. The Court further find that the fourth one of said notes in the petition described is not yet due, and that there is owing thereon to said plaintiff the sum of One Hundred and Fourteen and 33/100 ($114.33 Dollars, which the Court find the plaintiff is entitled to receive out of the proceeds of said sale, by virtue of its lien on the property sold. It is therefore ordered that the Sheriff pay to the plaintiff Herrick B. Sudy the amount herein, and in the foregoing decree found due and owing him, with interest, to-wit, the sum of Three Hundred and Fifty-eight 12/100 Dollars ($358 12/100)

Attest-C. Q. Burgner Clerk.
By A. R. Burgner, Deputy.

Pleas befor his Honor John N. 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 of the 3rd subdivision of the Fifth Judicial District of the State of Ohio, on the 1st day of May in the year of our Lord One thousand eight hundred and eighty two.

Heretofore, to wit: On the 26th day of August A.D. 1879 a petition was filed with the Clerk of said Court which reads as follows, viz:

Lucy Virginia French and John H. French her husband Lide McIlwrather and Niles McIlwrather her husband and David Mulford Plaintiffs

vs

No. 2455 Robert Hill, Ray Hill, James W. Wells Israel Wollam, Peter Wollam John Wollam Jacob Wollam Georgs Wollam, John Taylor Franklin J. Holmes Elizabeth Lang and Compton Lang her husband Defendants

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

The plaintiffs say that they have a legal estate in are entitled to the possession of the undivided one fifth (1/5) part of the following discribed premises situated in the counties of Union and Delaware, Ohio, as cotenants in Common with the defendants, who are entitled as the plaintiffs brlievs, and therefore avers, to the other four fifths (4/5) part of said premises.

Said lands are bounded and described as follows, to wit- Being all of Virginia Military Survey No 2365 patented to Thomas Parker-

Baginning at two small breches, a buckeye, elm and sugar tree, South West corner to John Phillips' survey No. 2990 and North East corner to said Phillips' Survey No. 2991: Thence with the line of the last mentioned Survey S. 10° E. 320 poles, to two small breches, an ash and Sugar tree. Thence N. 80° E. 333 poles to five Lynns South West corner to Robert Caspers Survey No. 2547: Thence with his line N. 10° W. 320 poles to a walnut and elm, North West corner to said Casper Surveys: Thence S 80° W. 333 poles with Phillips line to the bginning containing 750 acres of land more or less, excepting therefrom 100 acres of land in the North West corner heretofore conveyed by Mease Smith and wife to Mease Harrison by deed, baring date July 20th 1829 and recorded in book 2 Page 379 of the Union county records of deeds.

The defendants claim to hold the entire estate and deny that the plaintiffs have any estate in said premises as tenants in Commun with them or otherwise. The plaintiffs ask judgment for the delivery of the possesion of the undivided one fifth (1/5) part of said premises to them.

Lawrence and Mulford, Pffs Attys.

State of Ohio, Union County, ss.

David Mulford being duly sworn says: That he is one of the plaintiffs in the foregoing action, and that the facts stated and allegations contained in the above pleading are true as he verily believes. D. Mulford.

Sworn to by Dav'd Mulford befor me and signed by him in my presence this 26th day of August A.D. 1879.

W. M. Winget, Clerk.

To the Clerk:

You will please issue Summons in the above action returnable according to Law: To the Sheriff of Union County, Ohio, for Benjamin Hill, Ray Hill, James W. Wells, Israel Wollam, Peter Wollam.

To the Sheriff of Delaware County, Ohio for John Wollam, Jacob Wollam, George Wollam, John Taylor, Franklin J. Holmes, Elizabeth M. Langard Compston Lang her husband, Endorse- Action for the recovery of real estate. Lawrence & Mulford, Plaintiffs Attys.

Afterward on said 26th day of August A.D. 1879 a summons was issued by the Clerk of said Court which reads as follows, to wit:

Summons — The State of Ohio.
Union County, SS. To the Sheriff of the County of Union Greeting: We command you to notify Benjamin Hill, Ray Hill, James M. Wiles, Israel Wollam, and Peter Wollam that they and others have been sued by Lucy Virginia French and others in the Court of Common Pleas of Union County, and that unless they answer by the 29th day of September A.D. 1879, the petition of the Lucy Virginia French et al, against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.
You will make due return of this Summons on the 8th day of September A.D. 1879. Witness my hand and the seal of said Court this 26th day of August A.D. 1879. W. M. Winget, Clerk. (Seal)

Endorsed - In action for the recovery of real estate. Lawrence & Mulford, Plffs Attys.
The State of Ohio.

Return - Union County, SS. Received this Writ August 26th A.D. 1879 at 5 o'clock P.M., and pursuant to its command, served the same on the 3rd day of September A.D. 1879 by delivering a certified copy thereof with the endorsements thereon to the within named James M. Wiles. The within named Benjamin Hill, Ray Hill, Israel Wollam and Peter Wollam not found in my County.
Fees $2.40. J. J. Miller, Sheriff.

Also on said 26th day of August A.D. 1879 the following Summons was issued by the Clerk of said Court, to-wit:

Summons — The State of Ohio, Union County, SS. To the Sheriff of the County of Delaware Greeting: We command you to notify John Wollam, Jacob Wollam, George Wollam, John Taylor, Franklin J. Holmes, Elizabeth M. Langard, Compston Lang that they have been sued by Lucy Virginia French and others in the Court of Common Pleas of Union County, and that unless they answer by the 29th day of September A.D. 1879 the petition of said Lucy Virginia French and others 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 Sept. A.D. 1879. Witness my hand and the seal of said Court this 26th day of August A.D. 1879.

Endorsed - In action for the recovery of real estate. W. M. Winget, Clerk. (Seal)
The State of Ohio, Delaware County, SS.

Return — Received this writ on the 27th day of August A.D. 1879 at 10 o'clock A.M. and pursuant to its command on the 2nd day of Sept. A.D. 1879 I served the within named defendant Jacob Wollam and George Wollam by delivering to each of them personally a certified copy of the original Summons with the endorsements thereon, and on the same day I served the within named defendants John Wollam and Franklin J. Holmes by leaving for each of them at their usual place of residence a certified copy of the original Summons with the endorsements thereon, and on the 4th day of Sept. A.D. 1879 I served the within named defendant John Taylor by delivering to him personally a certified copy of the original summons with the endorsements thereon. Elizabeth M. Lang & Compston Lang not found in my bailiwick. Fees $3.90. William H. Leuder, Sheriff Delaware County, Ohio.

Afterward on [illegible] by the Clerk of said County of Delaware and Ray Hill [illegible] others in the [illegible] by the 4th day of [illegible] in the Clerk's Office rendered accordingly of Sept. A.D. 1879. (Seal)

Endorsed — In action to rec[illegible]
The State of Ohio [illegible]

Return — o'clock A.M. and the within na[illegible] delivering to each the endorsements Afterwards on [illegible] issued by the

Summons — The State of Ohio [illegible]
We command [illegible]
they and others [illegible]
Pleas of Union [illegible]
the petition of [illegible]
office of said [illegible]
rendered accordingly
A.D. 1879. Witness [illegible]
(Seal)

Endorsed — In Action for rec[illegible]
The State of Ohio [illegible]

Return — Union County, [illegible]
ito command [illegible]
Elizabeth M. [illegible]
personally a true [illegible]
thereon. Fees [illegible]

Afterward on the [illegible]
the Clerk of said [illegible]
Lucy V. French et al
vs
Benjamin Hill et al

3455

and it appearing [illegible]
this action by [illegible]
It is ordered [illegible]
shall be shown [illegible]
amendment [illegible]
used in all [illegible]
under the false [illegible]
and this cause [illegible]

Afterward on the 5th day of September A.D. 1879 the following summons was issued by the Clerk of said Court, to-wit:- The State of Ohio, Union County, SS. To the Sheriff of the County of Delaware Greeting: We command you to notify Israel Wollam, Peter Wollam and Ray Hill that they and others have been sued by Lucy Virginia French and others in the Court of Common Pleas of Union County, and that unless they answer by the 4th day of Oct. A.D. 1879 the petition of said Lucy V. French and others 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 Sept. A.D. 1879. Witness my hand and the seal of said Court this 5th day of Sept A.D. 1879

Seal

W. W. Wright. Clerk.

Endorsed In Action to recover Real Estate. Lawrence & Mulford Plaintiff's Attys.

Return The State of Ohio, Union County SS. Received this writ September 6th A.D. 1879 at 10 o'clock A.M. and pursuant to its command, on the 10th day of Sept 1879 I served the within named defendants Peter Wollam, Israel Wollam and Ray Hill by delivering to each of them personally a certified copy of the original Summons with the endorsements thereon. Fee $3.10 William H. Cutler, Sheriff, Delaware County, Ohio.

Afterwards on the 22nd day of September A.D. 1879 the following Summons was issued by the Clerk of said Court, to-wit-

Summons The State of Ohio, Union County, SS. To the Sheriff of Franklin County Greeting: We command you to notify Elizabeth M. Lang and Compston Lang her husband that they and others have been sued by Lucy V. French and others in the Court of Common Pleas of Union County, and that unless they answer by the 28th day of October A.D. 1879 the petition of the said Lucy V. French and others 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 6th day of Oct. A.D. 1879. Witness my hand and the seal of said Court, this 27th day of Sept. A.D. 1879.

Seal

W. W. Wright. Clerk.

Endorsed In Action for recovery of real estate. Lawrence & Mulford. Plaintiff's Attys.

The State of Ohio.

Return Union County, SS. Received this writ September 24th A.D. 1879 and pursuant to its command, on Oct. 2nd A.D. 1879 I served the within named defendant Elizabeth M. Lang and Compston Lang by delivering to each of them personally a true and duly certified copy of this writ with all the endorsements thereon. Fee $2.55

Josiah Kinnear, Sheriff of Franklin Co. O.
By L. L. Pegg Deputy.

Afterward on the 22nd day of Sept. A.D. 1879 an entry was made on the Journal by the Clerk of said Court which reads as follows,

Lucy V. French et. al.
vs
Benjamin Hill et. al

34-55 Court of Common Pleas, Union County, Ohio.

Now comes the Plaintiffs in this action by their Attorneys and it appearing to the Court that the defendant Benjamin Hill has been sued in this action by mistake and that the real defendant is Robert Hill.

It is ordered by the Court that said mistake be corrected so that Robert Hill shall be shown as a defendant and that this entry operate as an amendment to the petition; and that the true name of the defendant be used in all further proceedings herein, and that this case shall be conducted under the following title to-wit: Lucy V. French et. al. vs Robert Hill et. al. and this cause continued for service upon the said Robert Hill.

On the 30th day of September A.D. 1879 a summons was issued by the Clerk of said Court which reads as follows, to-wit-
The State of Ohio Union County, ss. To the Sheriff of the County of Union Greeting;
We command you to notify Robert Hill that he and others have been sued by Lucy Virginia French that in the Court of Common Pleas of Union County and that unless he answered by the first day of Nov. A.D. 1879 the petition of said Lucy Virginia French and others against them filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 13th day of Oct. A.D. 1879. Witness my hand and the seal of said Court this 30th day of Sept. A.D. 1879 U. M. Winget, Clerk. (Seal)
endorsed Duplicate for recovery of real estate, Lucy Virginia French vs Robert Hill et al. Said writ returned and Oct. 6th A.D. 1879 endorsed as follows:
Return- The State of Ohio Union County ss. Received this writ September 30th A.D. 1879 at 5: o'clock P.M. and pursuant to its command served the same on the 6th day of Oct. A.D. 1879 by delivering a certified copy thereof with the endorsements thereon to the within named Robert Hill. Fees $1.00 J. J. Miller Sheriff.
On the 22nd day of Nov. A.D. 1879 an answer was filed with the Clerk of said Court which reads as follows, to-wit-

Lucy V. French and others
vs
Robert Hill and others
Union County, Ohio, Court of Common Pleas, November Term.

3455 answer of George Wollam.

Now comes George Wollam one of the defendants and for his separate answer herein to the petition of the plaintiffs says that he is in possession and claims title to that portion of the land described in the petition which is described as follows, viz; Bounded on the N. by Elizabeth Lang's land and land of Franklin Haines, on the E. by William Smith's land and lands of Fleet Countright - on the S. by lands of Jacob Wollam and John Wollam - on the W. by land of John Caylor and containing 42½ acres. Lands bought of Henry Caylor.
And said Defendant denies each and every other allegation contained in said petition.

2nd Second defense. Said defendant for a second defense says that he and his grantors under whom he holds said premises have been in peaceable and open notorious and continuous and adverse possession of said premises for more than 21 years last prior to the commencement of this action and that the plaintiffs supposed cause of action did not accrue within 21 years prior to the commencement of this action.

3rd Third defense. And said defendant for a third defense says that said plaintiffs ought not to have or maintain their said action against him because he says he claims said land under a general warranty deed from Moses Smith the ancestor of the plaintiffs. And said defendant further charges that said plaintiffs have received property enough from their said ancestor to make them justly responsible, and that they are thereby bound and liable for said warranty, and therefor barred and estopped from claiming said premises, and therefore defendant asks judgment against plaintiffs.
P. B. Cole. Attys for said Deft,

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Lucy V. French
vs
Robert Hill

3455 Ans. of Geo Caylor

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3455 Ans. of Jacob Wollam

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The State of Ohio Union County SS.
Georger Wollam being sworn says the facts stated and allegations in the foregoing pleading are as he believes true.
Georger Wollam
Sworn to and subscribed before me this 22nd day of Nov. 1879.
W. M. Wright, Clerk.

On said 22nd day of Nov. A.D. 1879 the following answer was filed with the clerk of said Court.

Lucy V. French et. al.
vs
Robert Hill et. al.
Answer. Common Pleas Court. Union County SS.

3455
Ans. of Jno Caylor.

Now comes John Caylor one of the defendants and for his separate answer to the petition of the plaintiffs herein, says: That he is in possession and claims title to that portion of the land described in the petition, which is described as follows, viz: Bounded on the N. by lands of Elizabeth Lang on the East by lands of Georger Wollam and on the South by lands of John Wollam, and on the West by lands of Ray Hill, and containing 20 acres - land bought of Henry Caylor. and said defendant denies each and every other allegation contained in said petition.

(2nd) 2nd Defense. Said defendant for a second defense says that he and his grantors under whom he holds said possession, have held peaceable, open, notorious continuous and adverse possession of said premises for more than 21 years last prior to the commencement of this action, and that the plaintiffs supposed cause of action did not come within 21 years prior to the commencement of this action.

(3rd) Third defense. And said defendant for a third defense to plaintiffs petition says, that said plaintiffs ought not to have or maintain their said action against him because he says he claims said land under a general warranty deed to the warrantor of Henry Caylor from whom he claims said lands by title band, saccing for a general warranty deed. Said warranty to Caylor was made by Moses Smith the ancestor of the plaintiffs. And said defendant further charges that said plaintiffs received from said ancestor property enough to render them justly responsible and are bound and liable thereby for said warranty, and therefor barred and estopped from claiming said premises. Therefom defendant asks judgment.
P. B. Cole and Son, Attys for Defendant.

The State of Ohio.
Union County SS. John Caylor being sworn says the facts stated and allegations in his foregoing pleading are as he believes true. John Caylor.
Sworn to and subscribed before me this 22nd day of Nov. A.D. 1879.
W. M. Wright, Clerk.

Afterward on the 28th day of Sept. A.D. 1880 the following answer was filed with the clerk of said Court which reads as follows, to-wit:-

Lucy V. French et. al
vs
Robert Hill et. al
Answer. Union County, Ohio Court of Common Pleas.

3455
Ans. of Jacob Wollam

Now comes Jacob Wollam defendant and for his seperate answer to the petition of the plaintiffs herein says: that he is in possession and claims title to that portion of the land described in the said petition, which is described as follows, Situate in Delaware County Ohio to-wit of Survey No. 2366 Va. M. D. being the East half of John Williams lot of land Beginning at a Lynns W. 10° W. 181 poles to a stake thence S. 8 3/4 W. 173 poles to a stake,

Thence S. 10 E. 183 poles to a stake, thence N. 80 E. 77 8/10 poles to the beginning containing eighty one acres more or less. And said defendants deny each and every other allegation contained in said petition.

2nd Second defense. Said defendants for a second defense say that —— and —— grantors under whom —— holds said possession —— held peaceable, open, notorious and continuous and adverse possession thereof for more than 21 years prior to the commencement of this action; and that the plaintiffs supposed cause of action did not accrue within 21 years prior to the commencement of this action.

3rd Third defense; and said defendant for a 3rd defense to plaintiffs petition say, that said plaintiffs ought to hear or maintain their said action against — because —— say —— claim said land under a general warranty deed to —— warrantor from Moses Smith the ancestor of the said plaintiffs. Said defendant further charges that said plaintiffs received from their said ancestor property enough to make them so responsible and are bound and liable thereby for said warranty, and thereby barred and estopped from claiming said premises.

4th For 4th defense - defendant says that no cause of action accrued to the Plff in that case within ten years next prior to the commencement of this action and that the same is barred. P. B. Cole & Son Attys for Defendant.

State of Ohio, Union County, ss.

M. E. Wollam being sworn, says he is the agent of the above named Jacob Wollam duly authorized in the premises and that the facts stated and allegations contained in the foregoing pleading are as he believes true, and said Jacob Wollam is a non-resident of and now absent from said County of Union.

M. E. Wollam.

Sworn to and subscribed before me by M. E. Wollam, this 10th day of Nov. A.D. 1879.

E. E. Cole, J. P.

On the said 22nd day of Sept. A.D. 1880 an answer was filed with the Clerk of said Court which reads as follows, to-wit =

Lucy V. French et al
vs
Robert Hill et al,

3405

Court of Common Pleas, Union County.

Ans. of Jas. W. Wells.

Now comes the defendant James W. Wells and for answer to the plaintiffs petition says he is in possession and has title in fee simple to the portion of land described in the petition which portion is described as follows: Situate in Jerome Township, Union County Ohio, being part of Survey No. 2365 commencing at the N. W. corner of said lot and S. W. corner to lands deeded by Solomon Hill to James W. Wells in the center of the Columbus road, thence S. 10° E. with the center of said road to Israel Wollams N. W. corner, thence East with said Wollams line to his N. E. corner in the line of Peter Wollam, thence N. 80 W. with said P. Wollams line to his corner in the center of the road, thence W. with the center of the road to the beginning containing forty one acres and this defendant denies each and every other allegation in the petition contained.

Second defense. And the defendant for a second defense says that he and his grantors under whom he holds claims title and holds possession to said land have held peaceable, notorious, open, continuous and adverse possession of said premises for more than 21 years last past prior

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Lucy V. French
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Robert Hill

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Ans. of Jas. Wollam.

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to the commencement of this action and that the plaintiffs said supposed cause of action did not accrue within 21 years prior to the commencement of this action.
Third defense. And the defendant for a third defense to plaintiffs petition says that the plaintiff ought not to have his said action therein against him, because he says he claims adverse said lands under a general Warranty deed, to one of defendants grantors from Moses Smith Ancestor of the plaintiff. Said defendant further says that said plaintiff received from their said Ancestor property sufficient to make them so responsible, and they are thereby barred and estopped from claiming adversely said premises and this defendant asks that he may have judgment against the plaintiff. Fourth defense. This defendant for a fourth defense to plaintiffs petition says that he has been in peaceable continuous and adverse possession of the premises described in this answer for more than ten years immediately prior to the commencement of this action and plaintiffs supposed cause of action did not accrue within said time,

Cole & Sons Attys for Defts.

Lucy V. French et. al. vs Robert Hill et. al. 3455

James W. Wells being sworn says that the facts stated and allegations to the said answer are true as he believes.

James W. Wells.

Sworn to and signed in my presence Nov. 2, 1879.

John B. Coats, Probate Judge.

On said 22nd day of Nov. 1880 the following answer was filed with the Clerk of said Court,

Lucy French et. al. vs Robert Hill et. al. 3455

Union County, Ohio. Court of Common Pleas.

Answer.

Ans. of Jno Wollam.

Now comes John Wollam one of the defendants and for his separate answer to the petition of the plaintiffs herein says, that he is in possession and claims title to the west half of that portion of the land described in plaintiffs petition, which is described as follows, viz; Situate and being in the County of Delaware and State of Ohio and being part of Survey No. 2365 Virginia Military District, beginning at five Sycamores the South East corner of said Survey, thence N. 10° W. 178 poles to a stake, thence S. 80° W. 14 3/4 poles to a stake, and two sugars, thence S. 10° E. 186 poles to an Ironwood beech and stake, thence N. 10° E. 14 3/4 poles to the beginning, containing one hundred and sixty one acres and three quarters. The East half of the foregoing described land has been conveyed by him to Jacob Wollam, and said defendant denies each and every other allegation in said petition contained. 2nd defense, Said defendant for a second defense says that he and his grantors under whom he holds said possession have held peaceable open, notorious, continuous and adverse possession thereof of said premises for more than 21 years last prior to the commencement of this action; and that plaintiffs supposed cause of action did not accrue within 21 years prior to the commencement of this action,
3rd defense, And said defendant for a third defense to plaintiffs petition says that said plaintiff ought not to have or maintain their said action against him because he says he claims said land under a general warranty deed to his warrantor from Moses Smith the ancestor of said plaintiffs. Said defendant further charges that said plaintiffs received from their said ancestor property enough to make them so responsible and are thereby barred and estopped for said warranty, and are therefore barred and estopped from claiming said premises.
Fourth defense, The defendant says for a fourth defense that he has

held continuous and adverse possession of the premises described in this his answer for more than ten years next prior to the commencement of this action and that the plaintiffs supposed cause of action did not accrue within ten years next prior to the commencement of this action.

P. B. Cole and Son Attys for Defendant.

State of Ohio Union County ss.

John Wollam being sworn says he is one of the defendants herein and that the facts stated and allegations contained in the foregoing pleading are as he believes true.

John Wollam.

Sworn to and subscribed before me this 10th day of Nov. A. D. 1879. E. E. Cole J.P.

On said 22nd day of September A.D. 1880 the following answer was filed with the Clerk of said Court to-wit=

3488 Lucy V. French et al } In Common Pleas Court of County, Ohio.
vs } Answer.
Robert Hill et al }

ans. of Ray Hill. Now comes the said Ray Hill defendant and for answer to the petition of plaintiffs says that he is in possession and claims title to that portion of the land described in the petition, which is described as follows; Situated in Claus and Township Delaware County, Ohio, and in U.S. Mil. Survey No. 2365 in the name of Thomas Parker, on records of deeds in Recorders Office in Survey No. 2260. Beginning at a post at the N. E. corner of Andrew Ross deceased, thence S. 84½ W. 24 35/100 poles to a post the N. E. corner of Lucinda Wollam's land - thence S. 7½ E. N. 17 97/100 poles to a post; thence N. 85¾ E. 25 75/100 poles, to a post; thence N. 8° W. 16 3/100 poles to the place of beginning containing 25 acres and 25 perches of land.

And said defendant denies each and every other allegation in said petition contained.

2nd defense: Said defendant for a second defense says that he and his grantors under whom he holds said possession hold peaceable, open, notorious, continuous and adverse possession of said premises for more than 21 years last prior to the commencement of this action, and that the plaintiffs said supposed cause of action did not accrue within 21 years prior to the commencement of this action. Third defense; And said defendant for a third defense to plaintiffs petition says that said plaintiffs ought not to have or maintain their said action against him because he says, he claims said land, under a general warranty deed, to his warrantor from Moses Smith the ancestor of the said plaintiffs. Said defendant further charges that said plaintiffs received from their said ancestor property enough to render them responsible for said warranty, and are bound and liable therefor and are therefore barred and estopped from claiming said premises.

Fourth defense, And the defendant Rea Hill for a fourth defense says that plaintiffs supposed cause of action did not accrue within ten years next prior to the commencement of this action - and therefore ought not to hold or maintain their said action against him.

P. B. Cole and Son Att'ys for Deft.

The State of Ohio, Union County, ss. Ray Hill being sworn says the facts stated and allegations in his foregoing are as he believes true.

Rea Hill.

Sworn to and subscribed before me this 13th day of Nov. A. D. 1879.

W. M. Winget Clerk.
By Tabor Randall Deputy.

Afterward on said 22 day of Sept. A.D. 1880 the following answer was filed with the Clerk of said Court.

3455 Lucy V. French et al,
vs
Robert Hill et al, } Union Common Pleas, Answer,

ans. of P. Wollam.

Now comes Peter of the plaintiffs he land described in Part of Survey in as follows to- of land sold by Abraham Evans thence N. 10° W. 19 hundred and si and very other a 2nd defense, Sai whom he holds adverse possess of this action within 21 year 3rd defense, of action commence their said ca 4th defense, A said plaintiffs he says he de from Mose charges that sa ancestor. responsible premises, The State of Peter Wollam that the fa pleading are Sworn to a

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Lucy V. French
3455 vs
Robert Hill

ans. of J. Wollams

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ans. of P. Wollam.

Now comes Peter Wollam one of the defendants and for his separate answer to the petition of the plaintiffs herein, says, That he is in possession of and claims title to that portion of the land described in the petition, included in the tract described as follows, viz:
Part of Survey in the Virginia Military District No ——— which is described and bounded as follows, to-wit- Brginning at a stone the North West corner of one hundred and sixty one acres of land sold by Moses Smith to George Crook, and in the south line of land sold by me to Abraham Corsole. thence S. 10° E. 126 poles to a stone, thence S. 30° W. 36 9/19 poles to a stone, thence N. 10° W. 193 poles to a stone. thence N. 30° E. 36 9/19 poles to the beginning containing one hundred and sixty one acres be the same more or less. And said defendant denies each and every other allegation contained in said petition of the plaintiffs.
2nd defense. Said defendants for a second defense says that he and whom he holds said possession, has held peaceable, open, notorious, continuous and adverse possession thereof for more than 21 years last prior to the commencement of this action- and that the plaintiffs supposed cause of action did not accrue within 21 years prior to the commencement of this action.
3rd defense. This defendant for a third defense says that the plaintiffs supposed cause of action within ten years next prior to the commencement to the commencement of this action, and that the plaintiffs ought not to have or maintain their said cause of action against him.
4th defense. And said defendant for a fourth defense to plaintiffs petition says that the said plaintiffs ought not to have or maintain their said action against him because he says he claims said land under a general warranty deed to his warrantor from Moses Smith the ancestor of the said plaintiffs. Said defendant further charges that said plaintiffs are bound and liable for the warranty of their said ancestor. they having inherited from him property enough to make them so responsible- and they are therefor bound and estopped from claiming said premises,
R.B. Cole and Son, Attys for Defts.
The State of Ohio Union County SS.
Peter Wollam being sworn says that he is one of the defendants herein, and that the facts stated and allegations contained in the contained in the foregoing pleading are as he believes true.
Peter Wollam.
Sworn to and subscribed befor me this 10th day of Nov A.D. 1879.
E. E. Cole, J.P.

On the said 22nd day of September A.D. 1880 the following answer was filed with the Clerk of said Court.

Lucy V. French et al.
vs
Robert Hill et al.
3455
Common Pleas Court, Union County, Ohio. Answer.

ans. of J. Wollam

Now comes Israel Wollam defendant and for answer to the petition of plaintiffs says, that he is in possession of and claims title to that portion of the land described in the said petition, which is as follows: Being part of Survey No. 2365 in the Va M. District bounded ——— by Peter Wollam's land on the south by R. E. Case & others on the West by Wm. H. Bulsford on the N. by lands of J. W. Wells, containing fifty acres. And said defendant denies each and every other allegation contained in said petition.
2nd defense: said defendant for a second defense says that he and grantors under whom he holds said possession have held peaceable, open, notorious, continuous and adverse possession thereof for more than 21 years last prior to the commencement of this action: and that the plaintiffs supposed cause of action did not accrue within 21 years prior to the commencement

of this action. 3rd defense. And said defendant for a third defense to plaintiffs petition says that said plaintiffs ought not to have or maintain their said action against him. because he says he claims said land under a general Warranty deed to George Hurst from Isaac Amish the Ancestor of said plaintiffs. And defendant charges that said plaintiffs are responsible for the said Warranty of their Ancestor.

4th defense. The Defendant says further that he and those under whom he claims have held peaceable, continuous and adverse possession of the land described in this answer for more than fifty years and that no cause of action has accrued to the plaintiffs within ten years next immediately prior to the commencement of this action and that the same is thereby barred.

Said defendant further charges that said plaintiffs derived from their said ancestor property sufficient to so render them responsible, and are thereby bound and liable for said Warranty, and they are therefore barred and estopped from claiming said premises.

C. B. Cole & Son Attys for Defendant.

The State of Ohio, Union County, SS.

_____ being sworn says that the facts stated and allegations contained in the foregoing pleading are as he believes true. Israel Wallace.

Sworn to and subscribed before me this 18th day of Nov. A.D. 1879

E. E. Cole J.P.

Afterward on the 23rd day of Sept. A.D. 1880 the following reply was filed with said Clerk.

Lucy Virginia French et al.

vs

Robert Hill et al.

Reply. Court of Common Pleas Union County, Ohio.

3455

Now come the plaintiffs in this action and for their reply to the answers of George Wallace, Jacob Wallace, John Wallace, Israel Wallace, Rea Hill and James W. Wills and Peter Wallace defendants say that they deny each and every allegation in the several answers of the parties named, except that said parties are in possession of the lands described in their respective answers.

Reply.

Lawrence & Mulford,

Attorneys for Plaintiffs.

The State of Ohio,

Union County SS. David Mulford being duly sworn says that he is one of the plaintiffs in the foregoing action and that the facts and allegations in the reply of the plaintiffs herein are true as he believes.

D. Mulford,

Sworn to by the said David Mulford before me and signed by him in my presence this 23rd day of September A. D. 1880.

W. W. Wright, Clerk.

Entry On the 24th day of September A.D. 1880 the following Entry was on the Journal by said Clerk.

Lucy V. French et al.

vs

Robert Hill et al.

Court of Common Pleas of Union County, Ohio.

This day this cause came on to be heard upon the motion and showing for a continuance on the part of the defendants. Whereupon continuance is granted by the Court upon such showing at the costs of the defendants. It is therefore considered by the Court that the plaintiffs recover of the defendants the cost of this term and that in default of payment thereof execution issue therefor.

Afterward on the 19th day of January A.D. 1881 an answer was filed with the Clerk of said Court which reads as follows:

Lucy V. French

vs

Robt Hill

(Answer)

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Lucy V. French et al
3755 vs
Robt Hill et al

Court of Common Pleas, Union County, Ohio.

(Answer) Now comes the said Robert Hill and for his separate Answer
says- He is in possession and claims title to the following described portion of the land described in the petition of plaintiffs, viz,

1. In Delaware County, Concord Township and Survey No. 2365, to-wit; the middle part of the lands of Andrew Ross deceased, Beginning at a stone on a post N.W. corner of land conveyed by Sarah Ross widow of Andrew Ross, June 16, 1876, and Lucinda Wallace wife of James Wallace. Thence S. 7 E. 107 5/10 poles to a stone on a post. Thence N. 85 3/4 E. 25 44/100 poles to a stone on a post. Thence N. 7 1/2 W. 100 14/100 poles to a stone on a post, thence S. 84 1/2 W. to the place of beginning, containing 25 acres and 2 8/10 perches.

2. In the Counties of Union and Delaware and known as the west part of lands of Andrew Ross, deceased, Part of T. Parkers Survey No. 2365, bounded and described as follows, beginning at the N.W. corner of said premises at a stone on a post, thence S. 6 1/2 E. 107 7/10 poles, to a point at the S.W. of said premises, thence N. 84 3/4 E. to a stone on a post, Thence N. 7 W. 107 7/100 poles to a stone on a post, Thence S. 84 1/2 W. 24 96/100 poles to the place of beginning, containing 25 Acres and 2 8/10 perches.

And said defendant denies each and every other allegation in said petition.

And said defendant for a second defence to plaintiffs petition, says, that he and his grantors from whom he derives said possession have held peaceable, open notorious, continuous and adverse possession of said premises for more than 21 years last prior to the commencement of this action; and that the plaintiffs said supposed cause of action did not accrue within 21 years prior to the commencement of this action. And said defendant for a third defence to plaintiffs petition, says that said plaintiffs ought not to have or maintain their said action against him, because, he says, he claims said land under a general warranty deed to his grantors from Moses Smith, the Ancestor of said plaintiffs. And said defendant further charges that said plaintiffs received from their said Ancestor property enough to make them responsible, and are thereby bound and liable for said Warranty, and therefore barred and estopped from claiming said premises. Wherefore said defendant asks judgment against said plaintiffs.

P.B. Cole & Son, Attys for Defendant.

State of Ohio,
Union County, SS. Robert Hill defendant being sworn says the facts stated and allegations contained in his foregoing petition are as he believes true.

Robert Hill.

Sworn to and subscribed before me this 14th day of Nov. A.D. 1879

A.H. Brightler, Notary Public.

On the 19th day of Jan. A.D. 1881 an entry was made on the Journal by the Clerk of said Court which reads as follows,

Lucy V. French et al,
3755 vs
Robert Hill et al, Rule

This cause is reassigned for Wednesday February 2nd A.D. 1881 at the request of the defendants. It is therefore considered ordered and adjudged by the Court that the plaintiffs recover of the defendants the cost of this term this for recall [illegible] The plaintiffs have leave to reply again for the reason that several answers have been placed on file since the former reply was filed.

3458 Ans of E Lang.

Lucy V. French et al
vs
Robert Hill et al
Clear Creek, Union County, Ohio.

Now comes Elizabeth Lang one of the defendants and for her separate answer herein says she is in possession and claims title to that portion of the land described in the petition of plaintiffs which is described as follows, viz: 30 acres off the westerly sides of the following described tract of land situate in Claremont Township Delaware County Ohio, and in the U.M.R. Survey No. 2365 numbered on the records 3365 in Delaware County, Ohio. Beginning at the N.E. corner of said Survey S.E. corner of Survey No. 2990; thence S. 82° 37' W. 126 poles and 21 links to the N.E. corner of A. Ross land, thence S. 9½ E. 80½ rods to a post, thence N. 82° 37½' E. 126 poles & 15 links to the E. line of said survey; thence N. 9° 21' W. to the place of beginning. And said defendant denies each and every other allegation contained in said petition. 2nd defense, And said defendant for a second defense to plaintiffs petition says that she and her ancestor Jesse Holmes and his grantors under whom she holds said possession have held peaceable, open, notorious, actual and adverse possession of said premises for more than 21 years last prior to the commencement of this action, And that the plaintiffs said supposed cause of action did not accrue within 21 years prior to the commencement of this action, 3rd defense, And said defendant for a third defense to plaintiffs petition says, that said plaintiffs ought not to recover or maintain their said action against her for she says she claims said land under a general warranty deed to her ancestor and his grantors from Moses Smith the ancestors of the plaintiffs said defendant further says the said plaintiffs received from their said ancestor property enough to make them responsible and answerable therefor bound and liable for said warranty and therefor barred and stopped from claiming said premises, therefore she asks judgment against the plaintiffs. P.B. Cole & Son Attys for Deft

The State of Ohio Union County SS.

Franklin J. Holmes being sworn says that he is the agent of the defendant Elizabeth Lang duly authorized in the premises, that she is a non resident of said now absent from said County of Union and that the facts stated and allegations in the foregoing proceeding are to the best of his belief true,

Franklin J. Holmes.

Sworn to and subscribed to before me this 13th day of Nov. A.D. 1879

W. W. Wright Clerk By Tabor Randall Dep'y.

On the 19th day of Jan. A.D. 1881 the following answer was filed with the Clerk of said Court.

3458 Lucy V. French et al. vs Robert Hill et al. Court of Common Pleas, Union County, Ohio.

Ans of F. J. Holmes.

Now comes Franklin J. Holmes defendant and for his answer to the petition of the plaintiffs says he is in possession and claims title to the following described portion of the lands described in the petition, viz: Situated in the Township of Claremont and Delaware County, Ohio. and being on the N.E. corner of Survey No. 2365 U.M.R. Beginning at N.E. corner of said survey and S.E. corner of Survey 2990, thence S. 82° 37' W. 126 rods and 21 links to the N.E. corner of A. Ross' land, thence S. 9½ E. 80½ rods to a stone and post, thence N. 82° 37½° E. 126 rods

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Lucy V. Fren
vs
Robert Hill

3458 Demurrer.

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Jan. 19th 1880.
On the 19th day
Lucy V. French

3458 Reply.

vs
Robert Hill

in this action
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or their grantor

and 15 links to the East line of said Survey, Thence N. line E. 9° 21' W. to the place of beginning
excepting therefrom 1/2 acre deeded for grave yard purposes, For a more perfect description
reference is hereby made to Vol. 50 Page 244 & 5, Records of deeds in the Recorders Office
in Logan county Ohio, where a deed therefor is recorded. Also excepting therefrom
30 acres on the west part of said tract now occupied by Elizabeth Lang,
And said defendant denies each and every other allegation contained in said petition.
2nd defense. Said defendant for a second defense to plaintiffs petition says that he and his
ancestor Jesse Holmes from who he derived said possession and their
warrantor have held peaceable, open, notorious continuous and adverse possession of
said premises for more than 21 years last prior to the commencement of this action,
and that the plaintiffs said supposed cause of action did not accrue within 21
years prior to the commencement of this action,
3rd defense. And said defendant for a 3rd defense to plaintiffs petition says that said
plaintiffs ought not to have or maintain their said action against him, because
he says he claims said land under a general warranty deed to the grantors to warrantor
of his said Ancestor from Moses Smith the Ancestor of the plaintiffs,
Said defendant further charges that said plaintiffs received from their said ancestor
property enough to make them so responsible and are thereby barred and liable for said
warranty, and, therefor barred and estopped from claiming said premises,
and they therefore ask judgment against plaintiffs.

F. B. Cole & Son Attys for Dft.

The State of Ohio.
Union County, SS. Francis J. Holmes being sworn says that the facts stated
and allegations contained in the foregoing plea are true to the best of his,

Franklin J. Holmes,

Sworn to and subscribed before me this 19th day of Nov. A.D. 1879

W. M. Winget Clerk By Tobias Randall Deputy.

On Jan. 19th 1881 The following demurrer was filed with the Clerk of said Court.

Lucy V. French et al
vs
Robert Hill et al

In Union County Common Pleas Court.

3406

Demurrer.

The plaintiffs now come and demur to that ground of
defense set up in the answers of the defendants numbered sometimes as the "3rd
ground of defense" and sometimes as the "fourth ground of defense" which ground of de-
fense is to be found on the margin of the second answers and is the one in which
they plead, that "the supposed cause of action of plaintiffs did not accrue within
ten years last past" or words to that effect "and that the same is therefore barred,
and for cause says that said plea is not a good ground of defense in this action.

D. P. Mulford and M. C. Lawrence Attys for Pltffs.

Jan. 19th 1880.

On the 19th day of Jan. A.D. 1881 The following reply was filed with the Clerk of said Court, to wit:

Lucy V. French et al
vs
Robert Hill et al

3406

Court of Common Pleas, Union County, Ohio.

Reply.

The plaintiffs now come and for reply to the answers of all the defendants
in this action (several of which answers have been filed since the former reply was filed)
say they deny each and every allegation in the said several answers of the defendants contained,
except that said defendants are in possession of the lands in the petition described, and claim
to own the same, as they have set up in their answers by conveyances to them
or their grantors made by Moses Smith. D. P. Mulford & M. C. Lawrence Attys for Pltffs.

The State of Ohio
Union County SS. David Mulford one of the plaintiffs being duly sworn, says the facts stated and allegations contained in the foregoing reply, are true as he verily believes.
Sworn to by David Mulford before me D. Mulford.
and signed by him in my presence, this 19th day of Jan, A.D. 1881. W. M. Winget Clerk.
Afterward on the 2nd day of Feb. A.D. 1881 an entry was made on the Journal of said Court by the Clerk thereof which reads as follows, to-wit-

Lucy V. French et. al
* 3455 vs
Robert Hill et. al

Now came the parties herein by their attorneys and also came the following named persons as jurors, to-wit: H. C. Bayley, John A. Brown, J. M. Danforth, Edwin Wilbur, J. S. Gandy, A. W. Torrence, Daniel Cone, Niles Kimball, S. M. Lawson, C. L. Corry and J. B. Dowdna regular and J. W. Tracy talesjuror, who were duly impannelled and sworn according to Law, and the trial proceed, and the said Jury having heard the testimony and the argument in part, said cause was continued until to morrow morning at 8½ o'clock.
On the 3rd day of Feb. A.D. 1881 the following entry was made on the Journal of said Court by said Clerk,

Lucy V. French et. al
3455 vs
Robert Hill et. al

This day again came said parties, by their Attorneys and also came the jury heretofore impannelled and sworn, and the trial proceeded, and the said jury having heard the remainder of the argument, and the charge of the Court, retired to their room in charge of the Sheriff for deliberation.
And now come the said jury into open Court with their verdict in writing, signed by their foreman and say-
"The State of Ohio, Union County, SS. January Term A.D. 1881 to-wit- Feb. 3rd A.D. 1881"
"No. 3455 Lucy V. French et. al vs Robert Hill et. al
Verdict
"We, the jury in this case being duly impannelled and sworn do find and say that we find for the defendants."
Daniel Cone Foreman"
On the 5th day of Feb. A.D. 1881 the following entry was made on the Journal by the Clerk of said Court, to-wit-

Lucy V. French et. al
3455 vs
Robert Hill et. al

This day the motion heretofore made in this cause for setting aside the verdict rendered herein on Thursday the 3rd inst and for a new trial came on to be heard, and was argued by counsel;
On consideration whereof, it is ordered and adjudged by the Court that the said Verdict be, and the same is hereby set aside and that a new trial be had between the parties at the next term of this Court, and it is further ordered that within 60 days the costs of the present term except the costs hereto for at this term adjudged against the defendants to be paid by the plaintiffs. Leave is given to the defendants to amend their answers within 60 days from the rising of the Court, and this cause is continued.
On the 25th day of April A. D. 1881 an entry was made on the Journal of said Court which reads as follows, to-wit=

Lucy V. French et. al
3455 vs
Robert Hill et. al

This day suggestion was made to the Court of the death of one of the plaintiffs Lucy V. French, and it being shown to the Court that ~~the~~

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On the 26th day
Walter S. French
3455 vs
Robert Hill

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3455 vs
Sup. Pet. Robert Hill et.

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Walter S. Fren
3455 vs
Robert H

Walter D. French, Jessie V. French and Mary L. French are her heirs at law all being of the age of Majority It is ordered by the Court that they be substituted as plaintiffs instead of Lucy V. French and that this action proceed under the title of Walter D. French, John H. French & others against Robert Hill and others.

On the 26th day of April A.D. 1881 the following entry was made on the Journal by the Clerk of said Court.

Walter D. French et. al. }
vs }
345 Robert Hill et. al. }

This day leave was granted by the Court to the plaintiffs to file a supplemental petition setting forth the names &c. of the heirs of Lucy V. French, deceased supplemental petition filed and cause continued.

Afterward, on the 26th day of April A.D. 1881 a supplemental petition was filed with the Clerk of said Court which reads as follows, to-wit=

Walter D. French, Jessie V. French }
Mary L. French, Jno. H. French et. al. Plaintiffs. }
vs } Court of Common Pleas, Union County, Ohio.
345 Robert Hill et. al. Defendants } Supplemental Petition.
Sup. Pet.

The plaintiffs, Walter D. French, Jessie V. French, Mary L. French, John H. French et. al. now come, and for supplemental petition, say; That Lucy Virginia French one of the original plaintiffs in the case No. 345 departed this life in the State of Tennessee on the 1st day of April A.D. 1881. That she left surviving her Walter D. French, Jessie V. French and Mary L. French her sole surviving children and heirs at law, who by descent are entitled to the share claimed by said Lucy V. French, now deceased, in the lands described in the petition in the case of Lucy V. French et. al vs Robert Hill et. al No. 345 heretofore pending in this Court and now pending by the same number, but with the title of Walter D. French et. al. ~~vs Robert Hill et. al.~~ as above stated, plaintiffs vs Robt Hill et. al Defendants. They further say that the said Walter D. French, Jessie V. French and Mary L. French are all of the age of Majority, and that their Father John H. French is entitled to a life estate for Life as tenant by the curtesy, in their interest in the said lands so described, The plaintiffs Walter D. French, Jessie V. French, Mary L. French, John H. French, Lide Meriwether and Niles Meriwether her husband Reid David Mulford ask judgment for the delivery of the possession of the undivided one fifth (1/5) part of the said lands and tenements to them, as described in the said petition.

Sawrnce and Mulford Attys for Plffs.

The State of Ohio, }
Union County, ss. M. C. Sawrnce being duly sworn says: that he is one of the Attys for the plaintiffs in the foregoing action; that the plaintiffs are all non residents of the County of Union and State of Ohio, except David Mulford, that said David Mulford as all the other plaintiffs are now absent from the County of Union, Ohio, and that the facts stated, and allegations contained in the foregoing pleading are true as he verily believes.

M. C. Sawrnce,

Sworn to by M. C. Sawrnce before me and by him signed in my presence, this 26th day of April A.D. 1881.

C. M. Winget, Clerk.

Afterward on the 3rd day of May A.D. 1881 the entry was made on the Journal of said Court by the Clerk thereof which reads as follows, to-wit=

Walter D. Jessie V. Mary L. & John H. French et. al.

345 vs

Robert Hill et. al

...own-

Entry. This day came the parties by their Attorneys, and thereupon came a Jury to wit- William Harris, R.B. Thompson, Phillip Snyder, Isaac Broderick, John M. Blue, P.L. Beard, Adam Richey, Ezra Hedges, Charles Lyons, Ezra Kendall, Jacob V. Nash, and A.M. Robinson who being duly impannied and sworn the truth to speak upon the issue joined between the parties in this suit upon their oaths do say, That they find for the plaintiffs and that the plaintiffs have a legal estate in and are entitled to the immediate possession of the lands described in the petition, and that the defendants unlawfully keep them out of the same in manner and form as the said plaintiffs have in their said petition set forth,

On the 16th day of May 1882 the following entry was made on the Journal of said Court

Lucy V. French et al
vs
Robert Hill et al. } May 9th A.D. 1882

3455

Entry This day this cause again came on to be heard upon the motion of the defendants for a new trial in said cause and was argued by counsel, upon consideration whereof the Court do overrule said motion to which ruling and decision of the Court the defendants excepted and asked the Court to sign and seal their bill of exceptions which the Court allowed and ordered that the same be made a part of the record of this cause. It is therefore considered and adjudged by the Court that the said plaintiffs recover of the said defendants the premises in the petition described, in the manner and form as the plaintiffs in their said petition hath demanded the same and also that said plaintiffs recover their costs in this behalf expended taxed to $ and thereupon came the said Robert Hill and all the other defendants herein by P.B. Cole and J.M. Robinson their Attys and made application to the Court for the valuation of improvements and of the assessment of damages under the statute for the relief of occupying claimants upon the lands described in their respective answers, to-wit: To the said Robert Hill 6 acres and 56 poles, To Jacob Wollam 81 acres, To John Wollams 161 acres, To Israel Wollam 80 acres, To George Wollam 42½ acres, To Elizabeth Lang 30 acres, To Peter Wollam 101 acres, To James W. Wells 41 acres, To John Taylor 21 acres, To Rea Hill 25 acres, To Franklin J. Haines the lands as described in said answers That the said Robert Hill and the said other defendants are entitled to relief in that behalf It is ordered that further proceedings be had herein in the premises agreeably to the provisions of said statutes to each of said defendants upon said lands described in the answers herein of each respectively and that Jury report at present Term.

On the 27th day of June A.D. 1882 the following entry was made on the Journal of said Court.

Lucy V. French et al.
vs
Robert Hill et al } A Jury having been drawn in this case to assess the value of the lasting and valuable improvements as well as waste and net annual rent and also the value of the several tracts claimed by defendants in a state of nature and having made their report to the Court, whereupon the plaintiff elected to take the several tracts of land and pay for the lasting and valuable improvements to which the defendants severally objected. Whereupon the several defendants moved the Court to set aside and the assessment by Jury of the lasting and valuable improvements as well as the waste and net annual rents of the said tracts for alleged reasons in writing put on file by defendants. Whereupon the Court continued all further proceedings upon the motion of defendants and the election of plaintiffs for want of time to hear the same,

3455

Afterward on the
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Lucy V. French
vs
Robert Hill, Rea Hill

3455 Entry

Jacob Wollam, John
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3455 Entry

Robert Hill,
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Afterward on the 22nd day of January A.D. 1883 an entry was made on the Journal of said Court which reads as follows, to-wit-

Lucy V. French and others Plaintiffs
vs
3H-55 Robert Hill, Ray Hill, Jas W. Wells, Peter Wallace,
Entry Jacob Wallace, John Wallace, George Wallace,
Israel Wallace, John Taylor, F. J. Holmes
and Elizabeth Lang Defendants

This day came on this cause to be heard on the motion of the said defendants to set aside the assessments of the valuation of the improvements made by the jury in this case on the grounds that said valuation was erroneously low; Whereupon the Court being fully advised in the premises do from the evidence find that said assessment made by the jury of said improvement is too low and ought to be set aside as to each and every one of the defendants. Therefore it is considered and adjudged by the Court that said assessments made by the jury in each and every tract of land be and the same is hereby set aside and held for naught and the Court order that such proceedings be had on said order for the benefit of the occupants under the Occupying Claimants Law as is authorized under said order hereinbefore made - and the Statute.

Afterwards on the 6th day of Jan. A.D. 1884 the following entry was made on the Journal of said Court by the Clerk thereof, to-wit =

Lucy V. French et. al
vs
3H-55 Robert Hill, Ray Hill, James W. Wells Peter Wallace John Wallace
Entry Jacob Wallace, George Wallace, Israel Wallace, Jno Taylor, F. J. Holmes & E. Lang

This day came on this cause to be heard on the motion of the said defendants to set aside the said assessment of the valuation of the lasting and the valuable improvements and the value of the said lands without the improvements as well as the value of the net annual rents and profits as reported by the jury sent out for that purpose on the day 1883 and the Court having heard the parties by their counsel and being advised in the premises do sustain do sustain said motion of the defendants and do find said report and assessments of said jury as to each every defendant not to be set aside wholly for naught. On the 8th day of May A.D. 1884 an entry was made on the Journal of said Court which reads as follows, to-wit:

Lucy V. French et. al.
vs
3H-55 Robert Hill et. al

This day came on this cause to be heard on the motion to confirm the several assessments and appraisements made by the Occupying Claimant Jury on the writ issued in this case the 1st day of May A.D. 1884 and neither desiring to set aside the said valuation the Court confirms the same

II The said jury valued the lasting and valuable improvements made on the 50 acres by Robert Hill on the land in his possession at $1085, and the net annual rents and profits received by him from the time he was seized with fee simple at $100.00 and the value of said 50 acres exclusive of said improvements at $300.00

II The said Jury valued the lasting and valuable improvements made by Ray Hill on the 25 acres of land in his possession at $1760.00 and the net annual rents and profits received by him at $ 75, and the value of said

Entry 3455 Lucy V. French vs Robert Hill

20 acres exclusion of said improvements at $175.00.

III The said jury valued the lasting and valuable improvements made by James W. Wells on the 41½ acres of land in his possession at $2220.00 and the annual rents and profits recived by him at $106 and the value of said lands exclusion of said improvements at $53.33.

IV The said Jury valued the lasting and valuable improvements made by Isreal Wallace on the 6 acres in his possession at $316.00 and the net annual rents and profits recived by him at $150.00 and the value of said 6 acres of land exclusion of said improvements at $79.00.

V That the said jury valued the lasting and valuable improvements made by Peter Wallace on the 101.00 acres of said land in his possession at $899 and the net annual rents and profits recived by him at $293.00 that he committed waste of $200 and the value of lands exclusion of said improvements are $1013 and the value of improvements exclusion of rents are $796.00

VI That said jury valued the lasting and valuable improvements made by John Wallace on the 80¾ acres in his possession at $632 and the net annual rents and profits recived by him at $233 and the value of said land exclusion of the said improvements at $1040 and the excess of said improvements over rents and profits are $446.33.00

VII That said Jury valued the lasting and valuable improvements made by John Wallace on the 81 acres in his possession at $559 and the net annual rents and profits recived by him are $230.00 and the value of said lands exclusion of said improvements at $1210 and the excess of improvements over rents and profits are $479

VII That said Jury valued the valuable and lasting improvements made by George Wallace on the 42½ acres in his possession at $2165.00 and the net annual rents and profits recived by him at $106 and the value of said lands exclusion of said improvements at $336 and the value of said improvements over rents and profits are $1704

IX That said Jury valued the value of the valuable and lasting improvements made by John Taylor on the 20 acres in his possession at $750.00 and the net annual rents and profits recived by him at $40.00 and the value of said lands exclusion of said improvements at $160.00 and the value of said improvements in excess of said rents & profits at $672.00

X That said Jury values the lasting and valuable improvements made by F. J. Hallmen on the 93 acres in his possession at $2247 and the net annual rents & profits received by him at $75.00 & the value of said exclusion of said improvements at $236.00 and the value of said improvements in excess of rents & profits at $1910

XI That the said jury valued the lasting & valuable improvements made by E. Langan the 30 acres in her possession at $960 and the net annual rents and profits recived by him at $60.00 and the value of said land exclusion of said improvements at $210.00 and the value of said improvements in excess of the rents and profits at $690 = and the one fifth of all of said lands have been recovered for this cause by said Lucy V. French & others. Thereupon the Court set this cause down for further hearing on Thursday May 15-84 with leave to plaintiffs to file their election by that time,

Strike out "in excess" and insert "exclusion" wherever it says "value of said land in excess of improvements"

Afterwards on the following 28th day of March (1885) an entry was made on the journal of said Court which reads as follows

vvv

this cause to the occupying Robert Hill, Ra and to set aside Wallace, John advised in the to the said Geor parties last na elected to surren in which said to said occupan reported by said not objected and of said improve Ray Heill ⅓ of 2 $69.31/100 F.J. Hall ⅓ of 42½ acres filed and the payments of three months date for one fo months for till the same each and thei land co-owne under plain until paid, or either of them an order lands as rep on such ord advertise and and the Court three months Law so for a sons of all Law, leaving of land shall execution-ma parcels of la under the order before rendere Afterwards made on the

Entry 3455 Lucy V. French et. al.
vs
Robert Hill et. al.

Under Occupying Claimant Laws

This day came all the parties in this cause and submitted this cause to the Court on the motions to confirm the report of the Jury under the occupying claimant law last reported in this cause so far as it relates to Robert Hill, Ray Hill, James W. Wells, J. Caylor F. J. Holmes, E. Laug and Geo. Wollam, and to set aside said report so far as it relates to the lands of Israel Wollam, Peter Wollam, John Wollam and Jacob Wollam. Whereupon the Court being fully advised in the premises do sustain said motion and confirms said report as to the said seven parties first named and sets the same aside as to the four parties last named. Whereupon the plaintiffs Lucy V. French & others in open Court elected to surrender their claim to said lands in possession of said seven defendants in which said report is confirmed and convey their one fifth of said lands to said occupants and their assigns and receive the value thereof and the rents thereof as reported by said Jury exclusive of the improvements thereon to which said defendants do not object and the Court find that the amount of said rents and of said land exclusive of said improvements under said report are as follows viz; Robert Hill 1/5 of 50 acres $61.50 Ray Hill 1/5 of 25 acres $104.70 James W. Wells 1/5 of 41 acres $205.53 J. Caylor 1/5 of 20 acres $69 31/100 F. J. Holmes 1/5 of 33 acres $117.23 Elizabeth Laug 1/5 of 30 acres $97.08 Geo. Wollam 1/5 of 42½ acres $165.55 all upon interest from May 3rd 1884 when said report was filed and the Court allow time from this date to each of said defendants to make payments of the said several sums of money found due as aforesaid as follows, to wit- three months from this date for one fourth thereof, six months from this date for one fourth thereof, twelve months for one fourth thereof and 15 months for the remaining fourth, with interest from May 3rd 1884 till the same is paid. And three months time is given plaintiffs to deliver each and their assigns a good warranty deed for the said several tracts of land covenanting against all claims of the plaintiffs and all persons holding under plaintiffs and said claims shall remain a lien on said lands until paid. And the Court further order that if the said parties or their assigns or either of them fail to pay the said several sums as they severally become due then an order of sale shall issue at the request of the plaintiffs for such of said lands as remain unreleased under this order and the sheriff shall proceed on such order of sale to make the sums so found due, by proceeding to appraise, advertise and sell said parcels of land respectively and report as required by Law. And the Court further order and decree that the plaintiffs Lucy V. French & others within three months pay the costs made by the proceedings under the occupying claimants Law so far as they relate to said seven lots which the Court find to be 7/11 parts of all the costs made in said cause under the said occupying claimant Law, leaving 4/11 parts to be disposed of when the remaining four parcels of land shall be disposed under said proceedings, and in default of payment execution may issue therefor. And as to said four defendants and said four parcels of land this cause is continued for further proceedings under the order the order for the benefit of the occupying claimants herein before rendered =

Afterwards on the 17th day of June A.D. 1885 the following entry was made on the Journal of said Court, to-wit =

- over -

Entry
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Lucy V. Trench et. al
vs
Robert Hill et. al

This day came the plaintiffs and also the defendants Israel Wallans, Peter Wallans, John Wallans, Jacob Wallans and thereupon on motion of all of said parties the Court doth set aside so much of the order made in this cause at the last term of this Court as relates to the lands claimed by and occupied by Israel Wallans 50 acres, Peter Wallans 101 acres, John Wallans 50¾ acres and Jacob Wallans 51 acres, and thereupon plaintiffs withdraw their motion to set aside the valuation made by the last Jury under the proceedings under the occupying claimants laws and thereupon the said parties mutually agreed between themselves that said valuation of said Jury should be modified and reduced so as to make the entire rents and profits of the ½ of the 50 acres of Israel Wallans together with the value of said land without the improvements amount to the sum of $25.00 on said 2nd day of May 1854 when said Jurys report was made and that the rents and value of the ½ of the 101 acres of Peter Wallans without improvments should be reduced to $3.06.21 and that the rents and value of the ½ of the 50¾ acres of John Wallans without improvments should be reduced to $4.04.50 and that the rents and value of the ½ of the 51 acres of Jacob Wallans without improvments should be reduced to $4.06.00 And thereupon at the request of all of said parties the Court confirms said valuation as modified as aforesaid. And thereupon the plaintiffs Lucy V. Trench et. al elect to surrender their title to said lands and receive the rents and value of said lands without improvments as aforesaid agreed upon and the defendants not objecting it is considered ordered and decreed by the Court by consent of said parties that the plaintiffs convey to said Israel Wallans in fee simple by good special warranty deed covenanting against the plaintiffs their heirs and assigns the said ½ of said 50 acres claimed by him on his complying with the terms hereinafter mentioned and that the plaintiffs convey by like deed to Peter Wallans the said ½ of the lands claimed by him and that by like deed the plaintiffs convey to Jacob Wallans the ½ of the 51 acres claimed by him and that by like deed they convey to John Wallans the ½ of the 50¾ acres claimed by said John Wallans. And it is further ordered and decreed by the Court by like consent of said parties that said Israel Wallans pay to said plaintiffs and their assigns the said sum of $25.00 with int. from May 2nd 1854 payable in the following installments to-wit = One fourth in 3 months from the first day of this term ¼ in six months, one fourth in 9 months and one fourth in 12 months each installment to bear 6 p.c. int. from May 2nd 1854 and said plaintiffs have 3 months from said 1st day of this term in which to execute and deliver said deed, also by like consent that Peter Wallans pay said plaintiffs and their assigns the sum of $3.06.21 in like installments with like interest as that of Israel Wallans, and by like consent that Jacob Wallans pay plaintiffs and their assigns $4.06.00 in like installments with like interest as that of Israel Wallans, and by like consent that John Wallans pay to said plaintiffs and their assigns $4.04.50 in like installments with like interest as that of Israel Wallans, And if either of said parties Israel Wallans Peter Wallans Jacob Wallans John Wallans fail for ten days after either of said installments became due to pay such instalment then it is ordered and decreed by the Court that an order of sale issue for the sale of the lands aforesaid of such person in default.

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And the Sheriff is authorized and ordered to sell such lands according to law as upon
receiving said installments are made a lien upon said lands respectively
until paid and the plaintiffs are ordered by the Court to pay the remaining 4/11 of the
cost made under the order of the Court for the benefit of the occupying to-wit:
that out of the proceeds of said land he pay all the cost made in these proceedings
since judgment for the land was given to the plaintiffs, but such payment
of cost is ordered in installment the same as said parties are hereinordered
to pay for said lands and rents and if plaintiffs fail for ten days after the
same become due that execution issue therefor as upon judgment at law.
No record to be made of the several reports of the Jury under the occupying
claimant Law, but a full record of the Journal entries is ordered to be made.

Attest. J. D. Burgner,
Clerk of Courts,
Union County, Ohio.

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 19th day of October in the year of our Lord one thousand eight hundred and eighty five. Heretofore, to-wit: On the 17th day of June A.D. 1885, the following petition was filed with the Clerk of said Court. To-wit:-

Petition

Court of Common Pleas
Union Co. Ohio.

Andrew Mc. Laughlin Plaintiff in Error.
vs.
Leander Gosnell and Hester Gosnell
Defendants in Error

1851

The plaintiff says:-
The defendants Leander Gosnell and Hester Gosnell on the 11th day of June 1885, in a certain action for forcible detention before W. H. Hill J. P. of Claibourne Township said County wherein the said Leander Gosnell as agent of Hester Gosnell was plaintiff and the said Andrew Mc. Laughlin was defendant recovered a judgment in said action for the sum of $7.20 costs and an order for the restitution of the premises described in their complaint a copy of which complaint is given in the transcript of the proceedings in said case which is hereto attached marked "A" and duly certified and made a part of this petition - said plaintiff herein says there is error in the said record and proceedings in this to-wit:- First: Said Justice erred in proceeding to try said cause of forcible detention and rendering judgment against plaintiff herein on the 11th day of June when the complaint of said Hester Gosnell and Leander Gosnell was not filed until that time and no summons was issued for said plaintiff herein after the filing of said complaint.
Second: Said Justice erred in rendering judgment against said plaintiff herein when the said complaint did not show a sufficient cause of action against him.
Third: Said Justice erred in rendering judgment against said plaintiff by default on the 11th day of June at 8 A. M. when there was no time specified in the summons for the appearance of said Mc. Laughlin on said day
Fourth:- Said Justice erred in rendering judgment against said plaintiff herein in favor of said Leander Gosnell-
Fifth:- Said Justice erred in rendering judgment against said plaintiff herein on the 11th day of June 1885 at 8 o'clock A. M. when said cause should have been dismissed and judgment should have been rendered against said complainants for the costs. - wherefore plaintiff prays that the said judgment may be reversed and the said plaintiff restored to all things he has lost by reason thereof.
S. S. Gardiner Plaintiffs Attorney.

State of Ohio
Union County ss. } Andrew Mc. Laughlin being duly sworn says the facts and allegations in the foregoing petition are true as he verily believes
Andrew Mc. Laughlin
Sworn to and subscribed in my presence this 12th day of June 1885.
W. J. Rucker Notary Public (Seal)

"A"

Before W. H. Hill Justice of the Peace of Claibourne Township Union County, Ohio.

Transcript

Hester Gosnell

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Entry

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Transcript

Hester Gosnell per Leander Gosnell Agt. Plaintiff
Against
Andrew Mc. Laughlin Defendant

June 11th 1885 the plaintiff filed her bill of particulars which is in substance as follows:- The undersigned Leander Gosnell Agt. for Hester Gosnell a resident of the County of Union, State of Ohio doth hereby make his complaint to you against one Andrew Mc. Laughlin for this, that the said Andrew Mc. Laughlin hath ever since the 16th day of May 1885 and doth still unlawfully and forcibly detain from the said Hester Gosnell possession of the following premises situated in the village of Richwood, Township of Claibourne in said County of Union and described as follows: A house used as a Saloon on Lot No. 65 on the West of said Lot in the village of Richwood - the said Andrew Mc. Laughlin entered upon said premises as the tenant of the undersigned the lease therefore expiring at the time herein first mentioned and from that time the said Andrew Mc. Laughlin hath unlawfully and forcibly held over his said term on the 18th day of May 1885; the undersigned duly served upon the said Andrew Mc. Laughlin as required by law notice in writing to leave said premises - the undesigned asks process and restitution, and her costs - dated this 8th day of June 1885; Hester Gosnell by her agent Leander Gosnell June 8th 1885; issued summons of the above returnable June 11th 1885; and handed to James Huggert Const. also Subpoena for Wm Murphy and Harvey Murphy on the 11th day of June and handed to Jas. Huggert Const. June 11th 1885; writ returned indorsed as follows:- Recd. this writ June 8th 1885, and June 8th 1885 served the same on defendant by handing him certified copy thereof - service & return 25 - copy 25; mileage 20 - Total $0.70

Jas Huggert

June 11th 1885, 8 o'clock A. M. the plaintiff Leander Gosnell Agt. appeared also Wm Murphy witness for plaintiff but the defendant Andrew Mc. Laughlin appeared not nor for one hour thereafter. Thereupon I proceeded to examine the plaintiff also Wm Murphy and after hearing the evidence - do find that the defendant Andrew Mc. Laughlin guilty in manner and form as the plaintiff has set forth in his complaint

It is therefore considered by me that the plaintiff have restitution of the premises mentioned and described in his complaint and recover of said defendant the costs herein taxed at $7.30

M. V. Hill, J. P.

State of Ohio }
Union Co. ss. } I hereby certify that the above is a true and correct copy of proceeding had by and before me at my office in said Th. in above entitled case.

M. V. Hill Justice of the Peace

June 12th 1885

On the 17th day of June A.D. 1885, an Entry was made on the Journal by the Clerk of said Court which reads as follows:-

Andrew Mc. Laughlin Plff. in Error
vs.
Leander Gosnell & Hester Gosnell, Defts in Error

} Court of Common Pleas

This day this cause came

Entry

1885

on to be heard upon the application of the plaintiff in Error to file his petition in error to reverse the judgment and order of W. W. Hill J. P. of Claibourne Tp. Union County, Ohio. made in the case of Hester Gosnell and L. Gosnell against said plaintiff in Error on the 11th day of June 1885- And the Court find that due and legal notice of the application to file said petition had been served upon said defendants in error and do grant leave to said plaintiff in error to file said petition in error- and order that said plaintiff in error enter into an undertaking for stay of execution in the sum of $150.00 as provided by Statute.

On the 19th day of June A.D. 1885 the following Undertaking in Error was filed with the Clerk of said Court.

Undertaking in Error

Undertaking in Error

Whereas Andrew McLaughlin has instituted proceedings in the Common Pleas Court in and for the County of Union Case No. 4851 in the docket of said Court to reverse a judgment rendered in the Court of W. W. Hill J. P. in said County, on the 11th day of June 1885, in favor of L. Gosnell and Hester Gosnell against the said Andrew McLaughlin for the sum of Seven Dollars and Twenty Cents costs and restitution of premises described in complaint. Now therefore, We Andrew McLaughlin and A. L. McFarlin do bind ourselves to the said L. Gosnell and Hester Gosnell in the sum of One Hundred & Fifty Dollars that the said judgment shall be affirmed in whole or in part, we will pay to the said L. Gosnell and Hester Gosnell the whole or the part of the said judgment so affirmed, and the costs which have accrued or may accrue, in the Common Pleas Court.

Dated this 18th day of June A.D. 1885.

Signed and sealed in our presence.
S. S. Gardiner

Andrew McLaughlin {Seal}
A. L. McFarlin {Seal}

The execution of the above Undertaking and the sufficiency of the sureties therein approved by me this 19th day of June A.D. 1885
J. L. Brugner Clerk of the said County.

Afterward on the 19th day of June A.D. 1885 the following Notice was issued by the Clerk of said to-wit:-

Notice

Andrew McLaughlin, Plaintiff in Error
Against
Leander Gosnell and Hester Gosnell Defts in Error

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

4851

Notice.

To W. W. Hill Esq J. P. of Claibourne Township Union County Ohio

Sir:- You are hereby notified, under section 6612 Revised Statutes of Ohio, that at the May 1885 Term of this Court leave was granted to the above named plaintiff in error to file a petition in error in said Court to reverse the decision of W. W. Hill J. P. of Claibourne Township, Union County, Ohio in a certain action in forcible detainer decided by said J. P. on the eleventh day of June A.D. 1885, wherein Hester Gosnell and Leander Gosnell her agent were plaintiffs and said Andrew McLaughlin was defendant. This is therefor to command you to stay farther proceedings in said action in your Court until final hearing of said petition in error. Said plaintiff has duly executed

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an undertaking in said action as required by law. If said defendants in error have been put in possession of said property you will issue a writ to the Constable of your Township commanding him to immediately place said Andrew Mc. Laughlin in possession of said premises. And hereof fail not under the penalty of the law. June 19th 1885.

{Seal}

J. L. Burgner, Clerk of the Court of Common Pleas of Union Co. Ohio.

Sheriffs Return

Received this notice on the 19th day of June 1885 and on the 22nd day of June 1885, I served the same by delivering to the within W. N. Hill a true copy thereof. - Sheriff's Fees: Copy 30, Service 30, Mileage 2.56, Total $3.16

W. Hopkins Sheriff by A. H. H. Deputy

Entry

4.85-1

Afterwards, on the 21st day of October A.D. 1885, an Entry was made on the Journal by the Clerk which reads as follows, to wit:-

Andrew Mc. Laughlin Plff.

-vs-

Leander Gosnell et. al. Defts.

Court of Common Pleas, Union Co. Ohio

Journal Entry

This cause came on for hearing upon the petition in error, the transcript, and the original papers and pleadings from the Court of W. N. Hill a Justice of the Peace of Union County, Ohio, and was argued by counsel: And on consideration thereof, the Court find that there is error in the commencement of said proceedings in that said Justice had neither jurisdiction of the plaintiff the error, nor of the subject-matter of this action, to the prejudice of the plaintiff in error. And the said judgment is therefore reversed and held for naught at the cost of the present time of the defendants in error, and execution is awarded therefor.

Attest- J. L. Burgner Clerk.
By A. R. Burgner, 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 Tenth Judicial District of the State of Ohio, on the 22nd day of February in the year of our Lord one thousand eight hundred and eighty six.

On the 15th day of March A.D. 1886, the following Petition, Answer and Entry as to Cognovit Note were filed with the Clerk of said Court to-wit:-

Petition

The Peoples National Bank of Bellefontaine Ohio, Plaintiff.

vs.

W. M. Skidmore and R. O. Humphreys Defendants

5-0 61

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

The defendants, on the 8th day of June A.D. 1885 executed and delivered to the peoples National Bank of Bellefontaine, Ohio their promissory note of that date, with the warrant of attorney annexed, true copies of which warrant and note, with all the indorsements thereon, are hereto attached, marked "Exhibit A" and made a part of this petition. Said note is unpaid, except as shown by said indorsements, and there is now due the plaintiff, on said note the sum of One Hundred and Two dollars, with interest at the rate of 8 per cent per annum from the 5th day of August A.D. 1885. Wherefore plaintiff prays judgment against said defendant for the sum of One Hundred and Two Dollars, with interest thereon from the 5th day of August A.D. 1885, at the rate of 8 per cent per annum till paid, and for costs of suit.

West Brown & West Attorneys for Plaintiff

The State of Ohio } Logan County, ss. } Thos. S. Brown being sworn says that he is one of the attorneys of said plaintiff, that this action is brought upon an instrument in writing for the unconditional payment of money only, that said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing petition are true, in substance and in fact:

Sworn to by said Thos. S. Brown before me, and by him signed in my presence, this 15th day of Mch. A.D. 1886. S. A. McCollich Clerk

Exhibit A.

" $182.00 Sixty days after date for value received, we jointly and severally promise to pay The Peoples National Bank, of Bellefontaine Ohio or order One Hundred and Two Dollars, with interest at 8 per cent per annum after maturity until paid, payable at the Peoples National Bank, of Bellefontaine, Ohio. And we hereby authorize and empower any Attorney at-Law of any Court of Record, at any time after the above note becomes due, to appear for us, or any of us, without process in any Court of Record in the State of Ohio, or elsewhere, and confess a judgment for the said amount, interest and cost, in favor of the legal holder, indorsee or assignee hereof, and release all errors which may occure in the rendition of such judgment. And we also release the right of appeal the stay of execution, and the power and privilege to hold exempt from execution any personal or real property belonging to us or either of us, at and after the date of such judgment, and our said attorney is hereby authorized to enter said release in such

" judgment. C
" Due Aug. 5-
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Answer

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" judgment. Witness our hands and seals this 8th day of June A.D. 1883 "
" Date Aug. 5th A.D. 1883. "
" W. W. Skidmore {Seal} "
" R. O. Humphrey {Seal} "

Answer

The Peoples National Bank of Bellefontaine Ohio, Plaintiff
vs.
W. W. Skidmore and R. O. Humphreys, Defendants
} Cmd of Common Pleas. Answer.

5061

By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition, I, an attorney at-law in the several courts of record of this State, do hereby enter an 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 Seven Dollars, being the amount appearing due for principal and interest on said note, and also for costs of suit taxed and to be taxed; and I do hereby release and waive all exceptions errors, and right of appeal in the premises.

L. Piper Attorney for Defendant

Entry

The Peoples National Bank of Bellefontaine O.
Plaintiff
~ vs. ~
W. W. Skidmore and R. O. Humphreys, Defendants
} Judgment Entry $107.00

5061

This day came the plaintiff, by his attorney; also appeared in open Court, for and on behalf of said defendants L. Piper, an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confess a judgment on said note against said defendant and in favor of said plaintiff for One Hundred and Seven Dollars, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions errors and right of appeal in the premises. It is therefore considered that said plaintiff recover of said defendant the sum of One Hundred and Seven Dollars being the amount of said note with interest computed at 8 per cent per annum from the 5th day of August A.D. 1883, and also their costs herein expended, taxed at $

Attest- J. L. Burgner Clerk.
By A. B. Burgner, 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 22nd day of February in the year of our Lord one thousand eight-hundred and eighty six. On the 5th day of April A.D. 1886, the following Petition, Note Answer & Entry in Cognovit were filed with the Clerk of said Court, to-wit:-

Petition

J. W. Robinson Plaintiff
vs.
George Keckley
J. L. Keckley, Defendants

Petition and Answer in Cognovit.

The State of Ohio Union County ss.
In the Court of Common Pleas.
Civil Action for Money Only.

5078

J. W. Robinson the above named Plaintiff says that there is due to him from George Keckley and J. L. Keckley Defendants on a promissory note made by the defendants dated the 25th day of October A.D. 1883 which note, with the warrant of Attorney thereto annexed, is hereto attached the sum of Two Hundred and Ten Dollars and Thirteen Cents with interest thereon at eight per cent from the 25th day of October A.D. 1883. The Plaintiff further says that he is the legal owner and holder of said note, that the same is due and unpaid. Wherefore, the Plaintiff asks judgment against said defendant for the sum of Two Hundred and ten Dollars and Thirteen Cents, with interest at 8 per cent. from the 25th day of October A.D. 1883.

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. He further says that the said plaintiff

J. W. Robinson

Subscribed by J. W. Robinson in my presence, and sworn to by him before me this 5th day of April A.D. 1886.

J. L. Bunger Clerk.

" $210.13/100 Marysville, Ohio, Oct. 25th 1883 "

" One year after date, as principal debtors, we jointly and "
"severally promise to pay to J. W. Robinson or order at their office in "
"Marysville, Ohio, Two Hundred and Ten and 13/100 Dollars for "
"value received with eight per cent interest from date till paid. "
" And we hereby dispense with the demand of payment of this note "
"and authorize any Attorney at-Law to appear for us or either of us "
"at any time after the same shall become due, in any Court of "
"Record in the State of Ohio, or elsewhere, and waive the issuing and "
"service of process, and confess judgment against us, or either of us, in "
"favor of the holder or holders of this Note, for the amount of said note "
"with eight per cent interest payable annually after the same shall "
"become due, together with costs of suit and release all errors and "
"waive all right of Appeal in this behalf. "
" Witness our hands and seals this 25th day of Oct. 1883 "
" "
" George Keckley L.S. "
" J. L. Keckley L.S. "

Answer

J. W. Robinson
vs.
George Keckley & J. L. Keckley

Defendants Answer.

In Court of Common Pleas, Union County ss.
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Keckley the above named Defendant, by the undersigned Attorney and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in Plaintiffs petition and against the above named defendants for the sum of Two Hundred and Fifty One Dollars and Fifty Six Cents the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendant for costs of this action, and all errors are hereby released, and defendants right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case, is hereby waived
April 5th A.D. 1886. F. J. Arthur Atty for Defts.

J. W. Robinson
vs.
George Keckley & J. L. Keckley

This day came the plaintiff by himself in person and thereupon came one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of Attorney, confess that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition, the sum of $251.46/100. It is therefore considered that said plaintiff do recover of said defendants the said sum of $251.46/100 so as aforesaid confessed to be due, together with costs of suit herein to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney, all errors are released and all right of appeal, and all right to file a petition in error are waived

Attest- J. L. Burgner, Clerk.
By A. R. Burgner, 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 22nd day of February in the year of our Lord one thousand eight hundred and eighty six. On the 9th day of March A.D. 1886 the following Petition and Answer in Cognovit were filed with the Clerk of said Court.

Petition and Answer in Cognovit

Merchants and Manufacturers Bank of Columbus, Ohio

vs.

Thomas Lane and David Logan

Petition

5-0 5-0

State of Ohio, Union County ss.
In Court of Common Pleas
Petition
Civil Action for Money Only

The plaintiff says it is a corporation duly incorporated under the laws of the State of Ohio, and doing business within said State. The above named plaintiff further says that there is due to it from Thomas Lane and David Logan the above named defendants, on a promissory note made by the defendants Thomas Lane and David Logan dated the 21st day of April A.D. 1885, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of One Hundred and Twenty four Dollars and Ninety Cents, with interest thereon at 8% from the 21st day of June A.D. 1885. The plaintiff further says that it is the legal owner and holder of said note, that the same is due and unpaid. Wherefore, the plaintiff asks judgment against said defendants for the sum of One Hundred and Twenty Four Dollars and Ninety Cents, with interest @ 8% from the 21st day of June A.D. 1885

A. J. Carpenter Atty for Plff

The State of Ohio
Union County, ss. } A. J. Carpenter being sworn says he is the attorney of the above named plaintiff duly authorized herein that this the plaintiffs action is founded upon a promissory note for the unconditional payment of money only now in the possession of this affiant. And affiant further says that he believes the statements in the foregoing petition to be true. A. J. Carpenter.

Subscribed by A. J. Carpenter in my presence, and sworn to by him before me, this 9th day of March A.D. 1886. J. D. Brugner Clerk of Courts
Union Co. Ohio.

" $124.23 Marysville, Ohio, April 21st 1885. June 2nd 23, 83 "

" Sixty Days after date, we principal debtors, we jointly and "
" severally promise to pay to the order of Merchants and Manufacturers "
" Bank Columbus O. One Hundred Twenty four and 23/100 Dollars "
" for value received. And we hereby dispense with demand of pay- "
" ment of this note, and authorize any Attorney at Law to appear for us "
" or either of us, at any time after the same shall become due in any "
" Court of Record in the State of Ohio or elsewhere, and waive the issuing "
" and service of process and confess judgment against us or either of us "
" in favor of the holder or holders of this note for the amount of said Note "
" with eight per cent interest payable annually after the same shall "
" become due, together with costs of suit, and release all errors and "
" waive all right of Appeal in this behalf. Witness our hands and seals. "
"

Thomas Lane {Seal} David Logan {Seal} "

Merchants &
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Merchants & Manufacturers Bank of Columbus, Ohio.
vs.
Thomas Lane & David Logan

In Court of Common Pleas, Union County, ss.
Defendants Answer.

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And now come Thomas Lane & David Logan the above named defendants by the undersigned L. Piper Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff the holder of the note described in plaintiffs petition, and against the above named defendant, for the sum of One Hundred and Thirty two Dollars and six Cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendant for costs of this action and all errors are hereby released, and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived. March 9th D. 1886

L. Piper Atty for Def't.

Entry

Merchants & Manufacturers Bank of Columbus, Ohio.
vs.
Thomas Lane & David Logan

5-0-0

This day came the plaintiff by A. J. Carpenter Attorney, and thereupon came one of the attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein and by virtue of the same warrant of Attorney confesses that there is due from said defendant herein to said plaintiff as is alleged in said plaintiffs petition, the sum of $132.06. It is therefore considered that said plaintiff do recover of defendant the said sum of $132.06 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.

Pleas before his Honor John A. Price, Judge of the Court of Common Pleas begun and held at the Court House in the Town of Marysville, within and for the County of Union of the Third Sub Division of the Tenth Judicial District of the State of Ohio, on the 22nd day of February in the year of our Lord one thousand eight hundred and eighty-six.

On the 23rd day of Feby. A.D. 1886, the following Petition and Answer in Cognovit were filed with the Clerk of said Court.

Petition and Answer in Cognovit

The Bellefontaine National Bank

vs.

L. Fouts & Co. and Peter Bower

Petition

5042

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

Plaintiff is a corporation organized under the laws of the United States and said L. Fouts & Co. is a partnership firm formed for the purpose of and doing business in the State of Ohio.

The above named plaintiff says that there is due it from L. Fouts & Co. and Peter Bower the defendants, on a promissory note made by the defendants L. Fouts & Co. and Peter Bower, dated the 20th day of October A.D. 1885, a copy of which note with the warrant of Attorney thereto annexed is hereto attached, the sum of Five Hundred and Eighty Dollars and Fifteen Cents, with interest thereon at 8 per centum per annum from the 18th day of January A.D. 1886. The plaintiff further says that it is the legal owner and holder of said note, that the same is due and unpaid, except as endorsed thereon to-wit the sum of $87.85 as of the date of said note. Wherefore, the plaintiff asks judgment against said defendants for the sum of Five Hundred and Eighty Dollars and Fifteen Cents, with interest thereon from the eighteenth day of January A.D. 1886. at the rate of eight per centum per annum.

Wm. Laughlin & Dow Attorneys for Plff.

The State of Ohio
Logan County, ss.

James Leister being sworn, says he is cashier of the Bellefontaine National Bank, the plaintiff herein and affiant further says that he believes the statements and allegations in the foregoing petition to be true.

Jas. Leister.

Subscribed by James Leister in my presence, and sworn to by him before me, this 23rd day of Feby A.D. 1886

{Seal}

Dow Aikins Notary Public

$588.00
7.85
3.80.15

Bellefontaine, O. October 20th 1885

" Sixty days after date, we or either of us promise to pay "
" the Bellefontaine National Bank, or order Five Hundred and "
" Eighty Eight 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 waive the issuing and service of process, and confess a judg- "
" ment 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
"
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Answer

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" Witness our hands and seals this 20th day of October A.D. 1885. "
"
" L. Fronts & Co. {Seal} "
Peter Bower {Seal} "

Endorsed #6389. "L. Fronts & Co. Due Jany 8/21/86"
"Paid as of date Seven 83/100 Dollars.

Answer

The Bellefontaine National Bank, } In Court of Common Pleas
vs. } Union County ss.
L. Fronts & Co. and Peter Bower } Defendants Answer.

5042

And now come L. Fronts & Co and Peter Bower the above named defendants by the undersigned P. B. Cole Attorney and waive the issuing and service of process in this case, and consent that judgment be entered hereon in favor of the above named plaintiffs the holder of the note described in plaintiffs petition and against the above named defendant for the sum of Five Hundred and Eighty four dollars and Sixty-six Cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendants for costs of this action, and all errors are hereby released, and defendants right to appeal and to the appraisal of realestate levied on by virtue of any execution issued on the judgment in this case is hereby waived.

P. B. Cole Attorney for Defendant

Entry

The Bellefontaine National Bank. } Journal Entry.
vs.
L. Fronts & Co and Peter Bower }

5042

This day came the plaintiffs by Mc Laughlin & Dow attorneys and thereupon came L. Fronts & Co and Peter Bower by P. B. Cole one of the attorneys of Record of this Court, who by virtue of a warrant of attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process, and entered 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 $584.66. It is therefore considered that said Plaintiff do recover of said defendant the said sum of $584.66 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-L. Q. Burgner Clerk
By A. R. Burgner Deputy.

Report of the Survey of the Line Between the Counties of Union and Delaware: Filed on the — day of A.D. 1882 with the Clerk of the Court of Common Pleas, Union County, Ohio.

To the Hon. Clerk of Court of Common Pleas in
Union and in Delaware Counties:—

The undersigned Surveyors herewith make in accordance with Section No.—— of the Revised Statutes of Ohio, return of a survey made jointly between the Counties of Union and Delaware. Establishing and marking the boundary line between said counties by order and under the direction of the joint Board of Commissioners of said Counties.

It is hereby ordered, That the Fifteen mile line be a straight line from the north west corner of Delaware County as now marked to where the present county line is now recognized at the South side of the lands of Wm Peet and from thence to be a straight line to the point now recognized as the County line at the Delaware and Bellefontaine Road on the South Bank of Bokes Creek from thence to be a straight line to the South corner or end of the fifteen mile line - passing through the original marked trees on the lands of W. H. Andrews:- that the line known as the Four mile line be run in one straight line and be located so as to be as near the old line and equally divide the lands as can be done (subject to the proviso included in the description of the Seven mile line):- That the Seven mile line be one straight line:- the west side of the present residence of Peter Wollam to be one point and the rest of said line to be located as near the old line as can be done. In pursuance of your amended order we have run and marked said lines as follows:- We believe that it does not vary but a few feet or inches from where the old line was located, which we believe crosses and re-crosses our line in a number of places which variation we attribute to the local variations of the magnetic needle in the Survey of 1828.

It will be observed that the first angle in the 15 mile line at 910 rods distant from the North West corner of Delaware County is about 194.80 feet from a straight line connecting the South end of the 15 mile line with the north west corner of Delaware County— the magnetic needle upon this curved line will indicate a due South course as near as can be observed with a magnetic needle— while the cause of this variation may seem strange, that amount of variation is not an unusual occurrence in lines of this length in this part of Ohio— From an actual observation of the north Star taken upon the ground - being also verified by comparisons with other established meridians the true meridian course of the line from the north west corner of Delaware County to the first angle bears S 0° 30' W. a distance of 910 rods from the first angle to the angle at Bokes Creek bears S 0° 39' E, from the angle at Bokes Creek to the end of the 15 mile line the course is S. 1° 2' E- from the end of the 15 mile line to the north end of the seven mile line on what is called the 4 mile line the course is N. 89° 28' E from the East end of the 4 mile line South to Franklin County or what is called the Seven mile line the course is S 1° 22' E.

Discription

Commencing at a line stone monument bearing the letters W. M. & D.

planted at the
testimony of J
original trees
F. J. Sager Sur
County + is
Treaty line —
the ground) fr
stone we run
Surveyor's Tra
a Sunbury sa
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the first tree of
Rods - passed 3
Rods passing a
passing a cut
of the Richwoo
Ottawa Run
Grand Road a
2 miles and
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South line whi
corner of Dela
meridian cou
turning 69' we
run in the y
in the South li
We planted a
Survey No. 62
the South West
lands of Wm
planted a co
Road the cent
at 5 miles an
margin of a
Trop at 5 mile
15.06.6 + 6199 at
Surveys Nos. 6
Surveys Nos.
stone monum
92.50 rods. fr
Hildreth and
at 7 miles an
State Road, w
planted a co
miles and 7
4 miles and
Peets land a
to the left - th

planted at the point where James Eaton marked said corner (according to testimony of Joseph Rodgers and others taken on the ground the stumps of the original trees being still visible) said stone was planted in the year 1879 by F. J. Sager Surveyor of Union County and Isaac Young Surveyor of Marion County + is distant- 4 24.76 Rods from the old corner in the Greenville Treaty line — The original corner trees (one of which is broken off a few feet from the ground) plainly showing the marks made in the year 1828- From this stone we run S 0° 30' W (true meridian course) projecting the line with a Surveyor's Transit-by Back and Fore sight- removing all obstructions. We also left a Sunbury sand stone monument-bearing the letters W & D with an arrow showing the direction of the line crossing a County Road at-88.30 Rods from the beginning crossing the Richwood and Prospect Gravel Road at-122.97 Rods where is planted the first one of said cut-stone monuments on the South side of said Road at 124.47 Rods- passed 36 feet- East of the original South East corner of Survey No 6161 at-164.07 Rods passing a cut-stone monument- on the lands of H. N. Dunn at-267.72 Rods passing a cut-stone monument- on the lands of Leroy Tyler on the north side of the Richwood and Hoskins Gravel Road at-one mile and 223.45- Rods crossing Otter Run at-2 miles and 111 Rods and crossing the center of the Otterbein Gravel Road at-2 miles and 118.85 Rods- planted a cut-stone monument-at-2 miles and 120.35- Rods crossing the South line of Wm Debolts land at- 2 miles and 176.73 Rods, thence across the lands of Wm Peet-72.40 rods to his South line where is planted a cut-stone monument-distant from the northwest-corner of Delaware County and South West-corner of Marion County S 0° 30' W (true meridian course) 2 miles + 270.30 rods at-which point-we made an angle turning 69' minutes to the left-that we might more closely follow the line as run in the year 1828- but-continuing our distance we left-a cut-stone monument-in the South line of a lot now owned by Harley Brown at-3 miles and 123.30 rods. We planted a cut-stone monument-on the South line of the Butler Claibourne Survey No. 6293 at-3 miles and 264.20 rods- planted a cut-stone monument-at-the South West-margin of a public road at-4 miles and 112.60 rods on the lands of Wm Freshwater crossing Fulton's Creek at-4 miles and 206.60 rods— planted a cut-stone monument-in the north easterly margin of a public Road the center of which is the line between original Surveys Nos 1731 and 15056 at-5 miles and 99.25 rods- planted a cut-stone monument-in the north margin of a public Road in original Survey No 15036 on the lands of Henry Trop at-5 miles and 191.70 Rods. crossing the line between original Surveys Nos. 15056 & 6199 at-5 miles and 235.50 rods- crossing the line between original Surveys Nos. 6199 & 3696 at-5 miles and 281.43 rods crossing the line between Surveys Nos. 3696 and 3402 at-6 miles and 81.17 rods and planted a cut-stone monument-in the South margin of a public Road at-6 miles and 92.50 rods. planted a cut-stone monument-in the line of Lafayette Hildreth and Stiles Newhouse at-6 miles and 229.94 rods. Crossing Bokes Creek at-7 miles and 59.70 rods- crossing the center of the Delaware and Bellefontaine State Road, on the South bank of Bokes Creek 12 rods from the center of the creek planted a cut-stone monument-in the south margin of said road 7 miles and 72.73 rods from the north West-corner of Delaware County and 4 miles and 122.43 Rods from the angle made in the south line of Wm Peets land at-which point-we made another angle 23 minutes further to the left- the true course of the line just described being S " 39 minutes

East. The line will now be one degree and two minutes South East-
Thence crossing the South line of Survey No. 3402 and the North line of
Survey No. 6301 at seven miles and 185.82 rods planted a cut-stone mon-
ument in the line between Adam Robinson and O. W. Osgood at 8 miles
and 20.30 rods crossing a public road the center of which is the line between
original Surveys Nos. 6031 and 5867. On the north margin of said road
is planted a cut-stone monument at 8 miles and 270.60 rods. planted
a cut-stone monument in the line of the lands of S.P.H. Brown and
Elizabeth Perkins at 9 miles and 122. rods planted a cut-stone monu-
ment in the line between the lands of Henry H. Perkins and Henry C. Ferris
at 9 miles and 315 rods. crossing the line between original Surveys Nos.
5867 and 5499 at 10 miles and 58.14 rods. planted a cut-stone monument
in the line between Edward and Grace Robinson at 10 miles and 256.20 rods
planted a cut-stone monument on the north margin of a graveled road at
eleven miles and 49.80 rods. crossed Blues Creek or little Mill Creek at eleven
miles and 87.50 rods. Planted a cut-stone monument in the line between
the lands of Samuel Weaver and James Rittenhouse at eleven miles and
229.20 rods crossing the line between original Surveys Nos. 5499. & 5501 at
twelve miles and 61.32 rods planted a cut-stone monument in the north
margin of the Munnsville and Delaware Gravel Road at twelve miles and
129 rods - planted a cut-stone monument in the South line of the L. V. &
S. R.R. and fifty feet from the center of the tracks at twelve miles and 286.30
rods crossing a graveled road running from Ostrander to New Dover
the center of which is the line between original Surveys Nos 5501 and
3007 at thirteen miles and 115.20 rods, with north margin of said road
we planted a cut-stone monument at 25 feet from the center thereof -
crossing Dunns Run the first time at thirteen miles and 139.38 rods the
second time at 13 miles and 155.14 rods, the third time at 13 miles and
168.77 rods. From this point we continued 78.60 rods being the distance called
for from this point to the end of the 15 mile line at the corner of said Counties
by the minutes of the Survey made in 1828. The banks of the run at
this point are well defined and are so grown with timber on each side
that there is no possibility of its bed having been removed since the year 1828.
This being the most reliable evidence we were able to find as to the corner at the
south end of the 15 mile line at the said corner which is on lands now
owned and occupied by Perry J. Sherman in the midst of a cultivated
field. We planted a cut-stone monument marked on the top as shown
by diagram being from the north West corner of Delaware County
distant thirteen miles and 247.45 rods and from the Greenville Treaty
line distant fifteen miles and 31.91 rods. The check measurement made
on this line shows a difference of 7/100 of one rod per mile - the longest
measure is given in this report. Four mile line

From thence Easterly making an angle with the 15 mile line of
90° 30' and started the 4 mile line the true course of which is north 89°
28' East, crossed a County road at 17.70 rods. planted a cut-stone
monument in the line between original Surveys Nos. 3007 and 2295 -
being the corner of Dover and Mill Creek Townships Union County Ohio
at 118 rods planted a cut-stone monument in the west margin of the
Union and Delaware County joint Gravel Road at 179 rods. crossed Mill

Creek at 203.8
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original Surv
in said line
fort road and
2 miles and
2987 and 29
314.40 rods
planted a co
Spring run
and planted
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the banks of
1828 being a
miles and 1
per mile the

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true course of
old log cabin
clearly prove
the same dou
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road the cen
15.73 in the
at one mile
and planted
at one mile
15.73 and 29
the north mo
mile and 2
the lands of
and 127.78
original Sur
and Jerome
crossing a
rods - crossi
cut-stone mo
monument
Courtright
Jessie Andr
Road the c
2990 and 23
monument
Run near
Road in the

Creek at 203.87 rods planted a cut-stone monument in the East margin of the Watkins and Bellefont Road at 207.20 rods crossed the line between original Surveys Nos. 2793 and 2798 and planted a cut-stone monument in said line at one mile and 167 rods, crossed the Ostrander and Prankfort road and planted a cut-stone monument in the east margin at 2 miles and 88.10 rods crossed the line between original Surveys Nos 2987 and 2992 and planted a cut stone monument at 2 miles and 314.40 rods crossing a County Road on the west margin of which we planted a cut-stone monument at 3 miles and 245.75 rods crossing a Spring run the east bank of which is a lime stone ledge about 12 feet high and planted at rods east of said run a cut-stone monument marked as shown by the diagram for the east end of said 4 mile line being one of the corners of said Union and Delaware Counties, the distance east of said run being the amount called for in the minutes of the Survey of 1828, this measure being one of the points upon which this corner is determined the banks of this run can not have possibly changed their location since 1828 being a ledge of solid lime stone - the entire length of this line is 4 miles and 14.53 rods - the two chainings on this line varied 1/100 of a rod per mile the longest one is given in these minutes.

"Seven Mile Line"

Running thence Southerly we turned an angle of 90° 50' and made the true course of this line S. 1° 22' E (within two or three rods of the corner in an old log cabin with doors in the north and South walls through which the line clearly passed - Residents in this vicinity say the line run in 1828 passed through the same doors) We planted a cut-stone monument in the line between the lands of John Penn and Daniel Long at 209.07 rods crossed a public road the center of which is the line between original Surveys Nos. 2992 and 1573 in the west margin of of which we planted a cut-stone monument at one mile and 54.50 rods crossed the California and Delaware State Road and planted a cut-stone monument in the north Westerly margin there of at one mile and 168.18 rods crossing the line between original Surveys Nos 1573 and 2997 at one mile and 241.14 rods - crossing a public road in the north margin of which is planted a cut-stone monument at one mile and 298.71 rods, planted a cut-stone monument in the line between the lands of John M. Hinkle and Washington Mc Farland at 2 miles and 127.78 rods planted a cut-stone monument in the line between original Surveys Nos 2997 and 2990 being also the corner of Millcreek and Jerome Townships Union County, Ohio at 3 miles and 63.32 rods crossing a run called north Branch of Big Run at 3 miles and 100.34 rods - crossing a public road in the south margin of which is planted a cut-stone monument at 3 miles and 124.58 rods planted a cut-stone monument in the line between the lands of Jessie Andrews and Albert Courtright being 1.09 rods westerly from the South East corner of said Jessie Andrews land at 3 miles and 290.92 rods crossing a public Road the center of which is the line between original Surveys Nos. 2990 and 2365 in the South margin of which is planted a cut-stone monument at 4 miles and 84.24 rods, crossing poverty Hollow Run near a spring at 4 miles and 93 rods crossing a public Road in the north margin of which is planted a cut-stone monument

at a 4 mile and 241.61 rods passing 3 feet and 9 inches west of the residence of Peter Wallace at 5 miles and 92 rods, passing through a large stone quarry at 5 miles and 113 rods, crossing a Wm. Adamized Road the center of which is the line between original surveys Nos 2365 & 3003, on South margin of which is planted a cut-stone monument at 5 miles and 117.30 rods, this stone being about 90 rods East of Main Street in the Village of Frankfort Union County Ohio crossing the line between John W. Evans and J & L. H. Stone and planted a cut-stone monument at 5 miles and 263.17 rods crossed the line between original Surveys Nos. 3003 and 3014 at 6 miles and 5.54 rods, crossing a Wm. Adamized Road in the north margin of which is planted a cut stone monument at 6 miles and 165.33 rods, crossed the line between original Surveys Nos. 3014 and 5162 at 6 miles and 243.48 rods, from thence continuing the same course 82.90 rods and planted a cut-stone monument marked on the top as shown by the diagram this point we suppose to be within a few feet of the Delaware and Franklin County Corner, but have no reliable evidence as to the exact place all previous marks having long since been destroyed - the whole length of this line is seven miles and six 38/100 rods - the difference of the check measurement taken on this line was 1/100 of a rod per mile. The entire amount of line run was as follows:-
Greenville Treaty Line to North West corner of Delaware Co. 1 mile and 104.46 rods = From North West corner of Delaware Co. to end of 15 mile line 13 m. 247.45 rods. East and West line 4 miles and 14.55 rods - the line South to Franklin County 7 miles and 6.38 rods. making 26 m. 52.84 rods
From the Franklin Co. line to S. E. Corner of Union Co. 2 m. 202 rods =

28 m. 254.84 rods

Amount of line marked and along which the lands were surveyed = 24 m. 246.16 rods.

Respectfully Submitted

Fred J. Sager, Surveyor of Union Co. O
L. B. Denison Surveyor of Delaware Co.

Attest: John Q. Burgner Clerk
By A. R. Burgner Deputy

JOINT SURVEY & LOCATION

OF THE

LINE DIVIDING

UNION & DELAWARE COUNTIES

1881

MADE BY

P. T. Yager Surveyor of Union Co. O. L. B. Denison Surveyor of Delaware Co. O.

Assisted By

W. T. Guy = David Gibson Arthur Gibson = Waverly Liggett Frank Fitler Cook	Will Denison = Wort Albright Harry Guara = Harry Myers Chas Butz Asst.
Wm. L. Curry Auditor Union Co. O.	C. M. Webster Auditor Delaware Co. O.
James B. Whipley James T. Mahaffy Nathan Howard } Comrs Union Co. O.	R. H. Packard Louis Bush Zenas Harrison } Comrs Delaware Co. O.

Scale 40 poles to an inch

Explanation

Figures and Words in Black refer to Measurements made in this Survey and Names of present owners of land

Figures & Words in Red refer to Original U. M. Surveys

From Page 566 to 575 inclusive is Recorded what is known as the 1st Mile Line. From Page 575 to 580 the 2 Mile Line and from 580 to 585 the Down Mile Line.

Fifteen Mile Line

MARION COUNTY

Cut Limestone Marion & Delaware Co. Line

Jas. Hollingsworth 50 A

Jacob F. Deady 50 A

Geo. W. Drum 36 93/100 A

T. G. Sidey 60 A

Isaac T. Deady 50 A

Jas. Hollingsworth 44 20/100 A

Saml. Gash 43 A

Thos. Hollingsworth 44 A

J. H. Howison 43 22/100 A

Geo. W. Drum 14 82/100 A

Geo. W. Drum 103 22/100 A

William Drum 36 A

Geo. W. Drum 24 98/100 A

John A. T. Bousquet 21 A

Geo. W. Drum 15 72/100 A

Hoskins Gravel Road

DELAWARE COUNTY

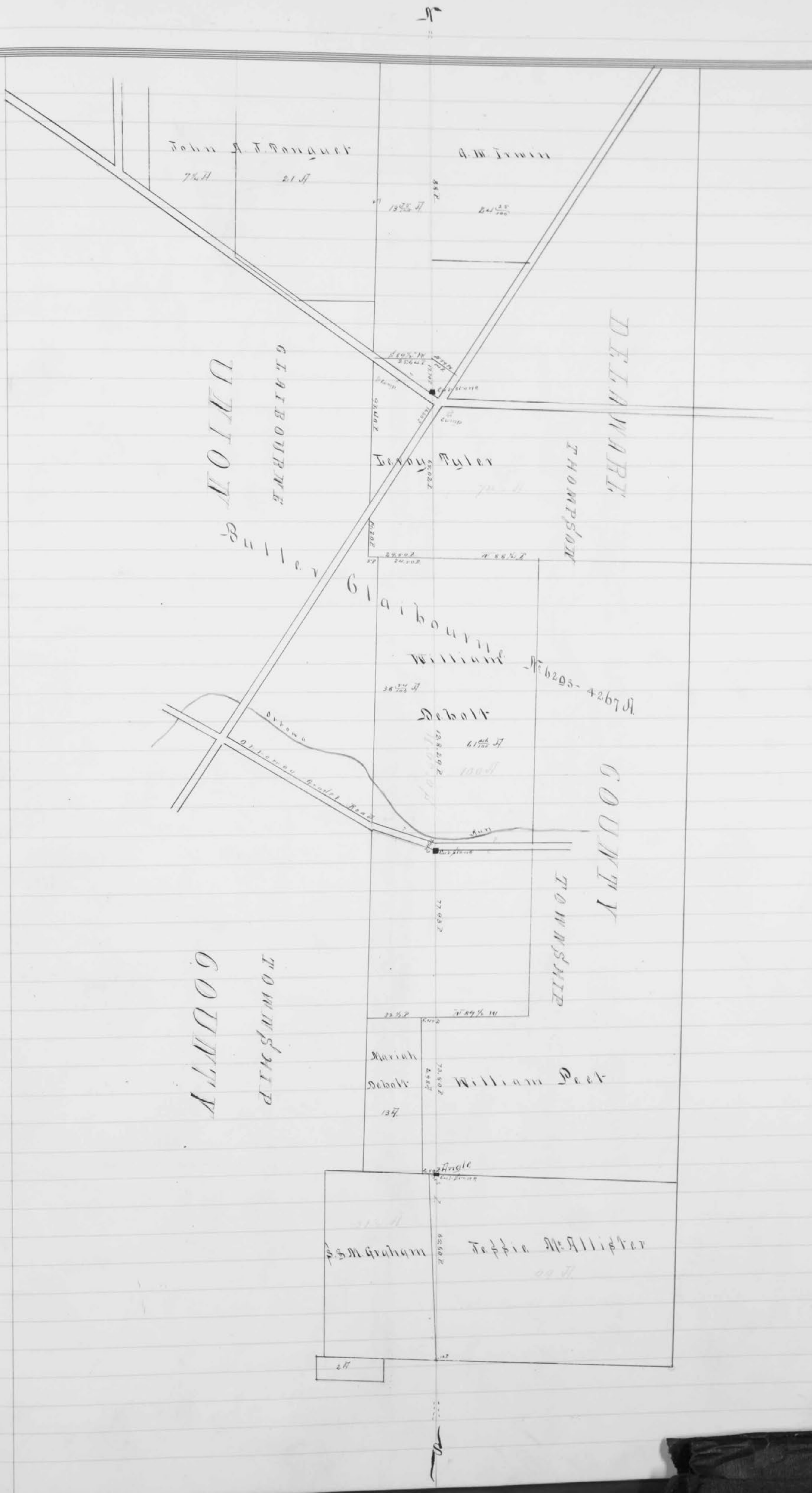
Thomas Hollingsworth

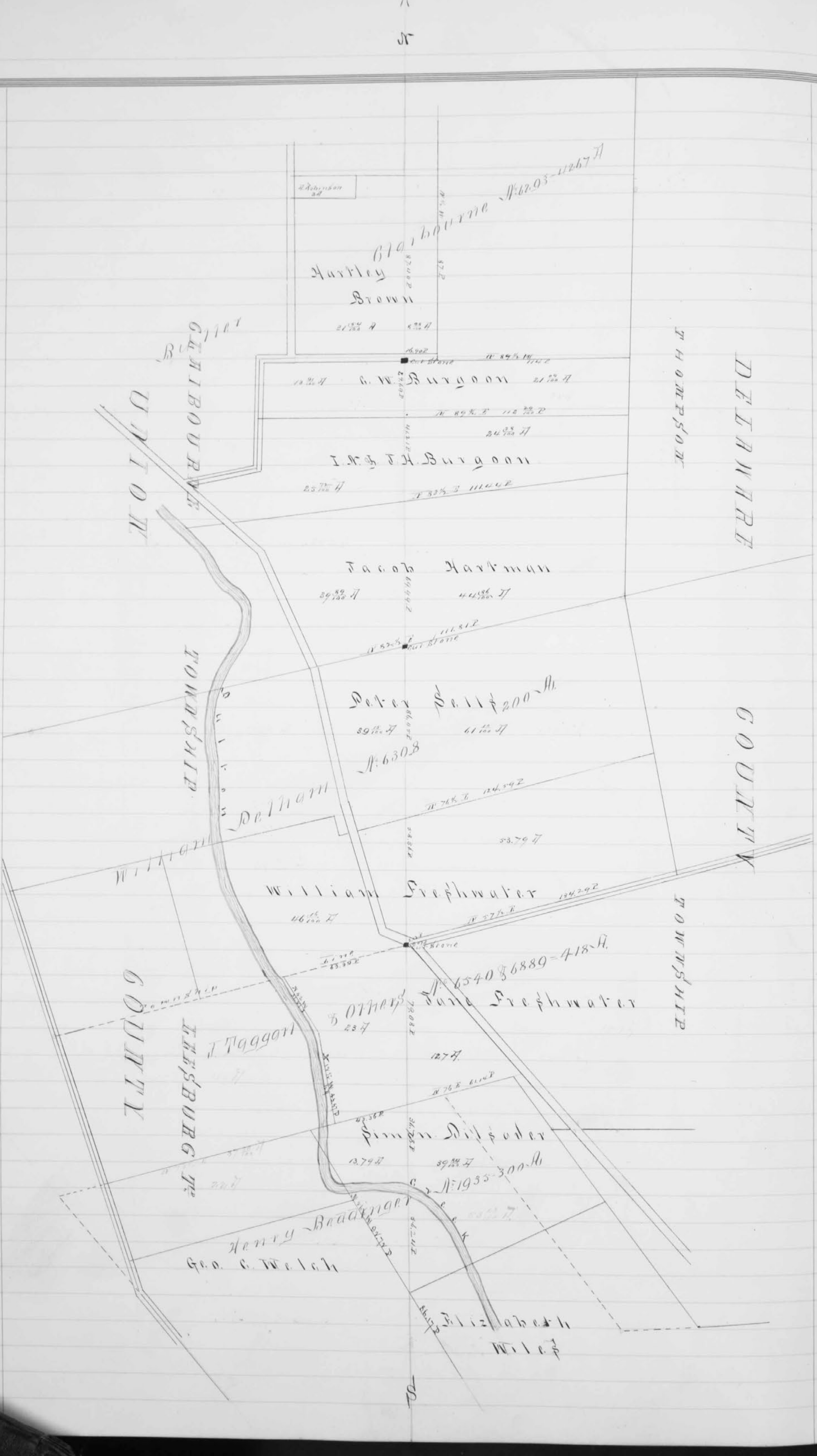
J. H. Howison 43 22/100 A

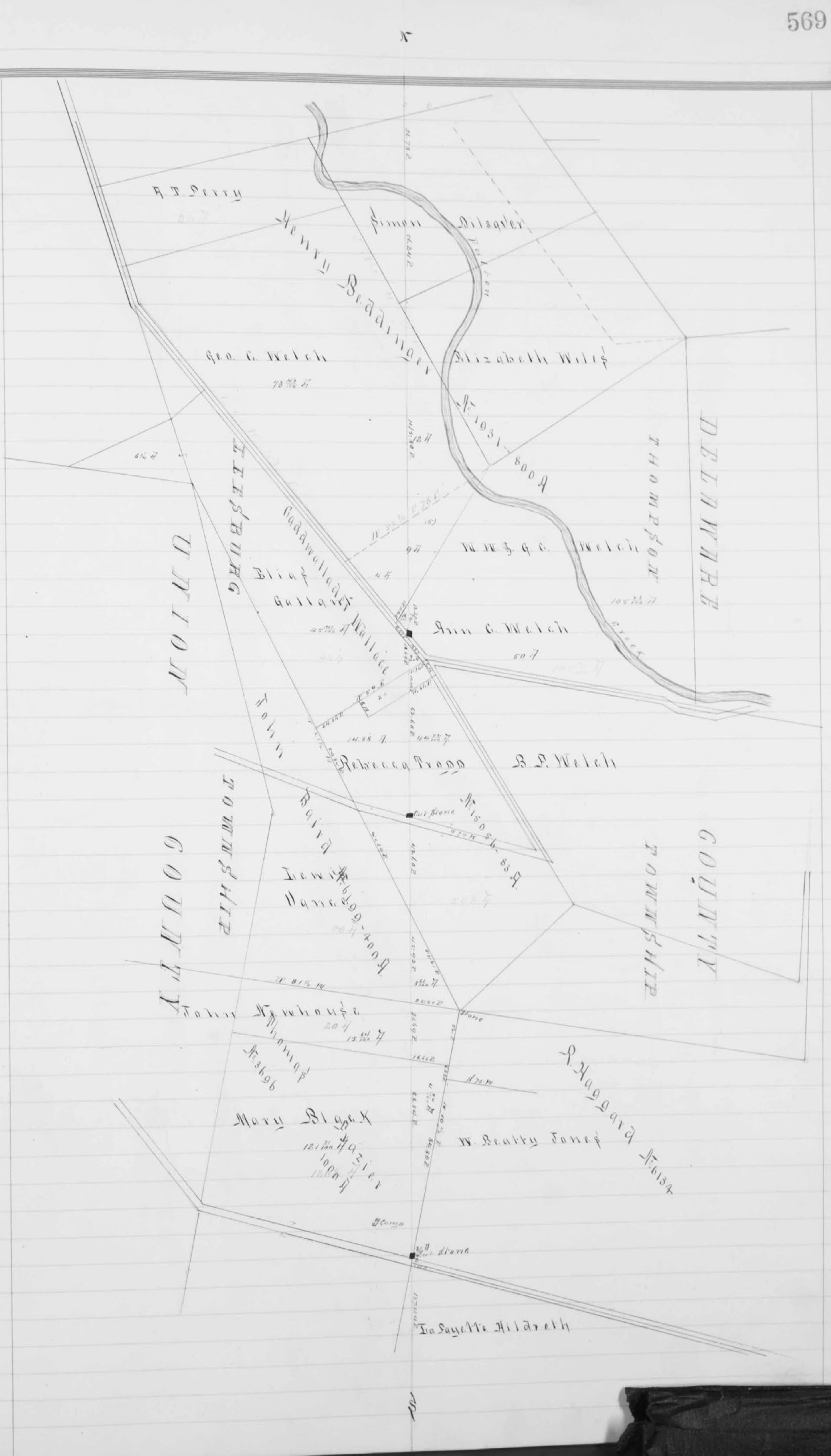
Geo. W. Drum 14 82/100 A

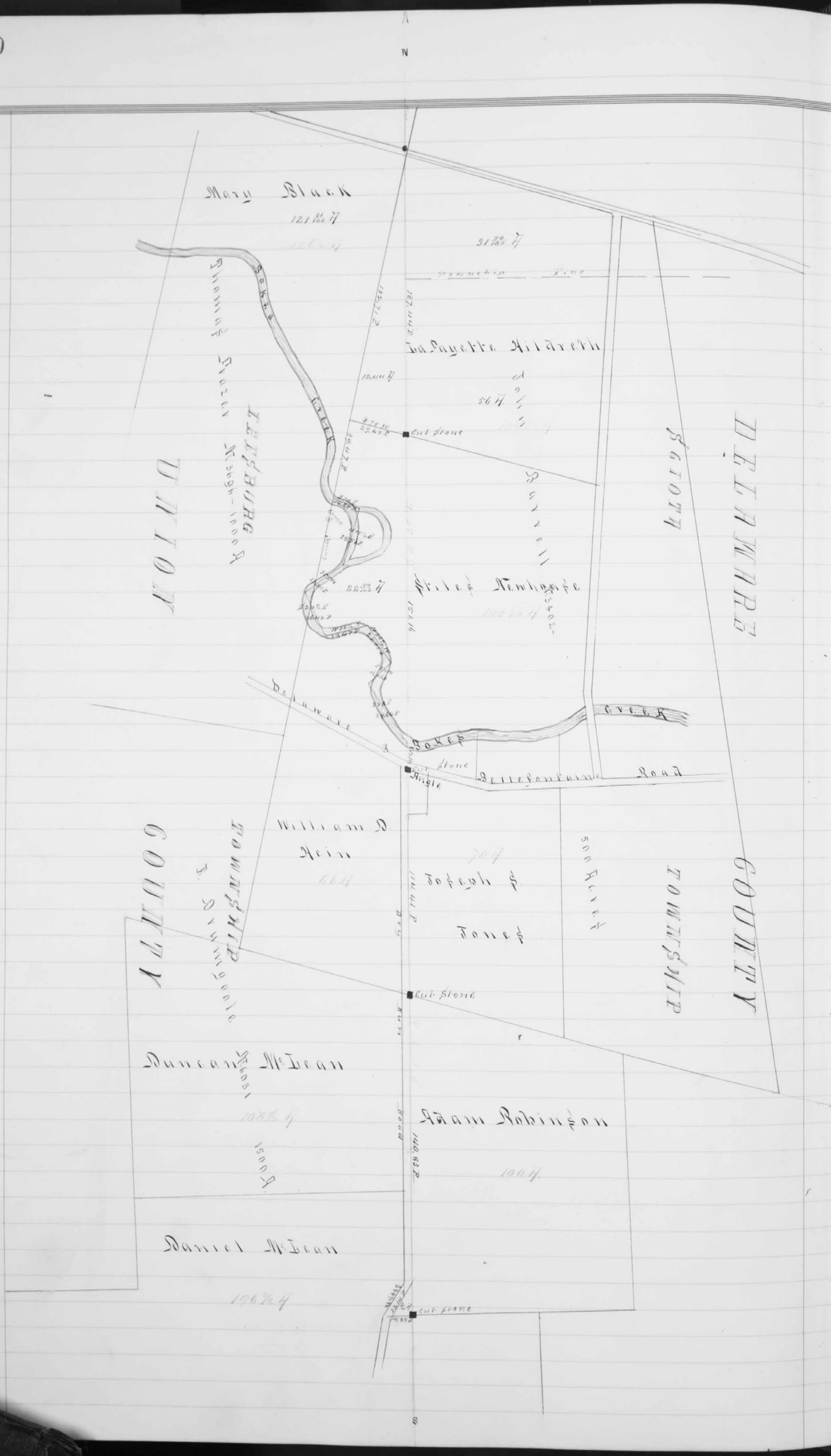
Geo. W. Drum 103 22/100 A

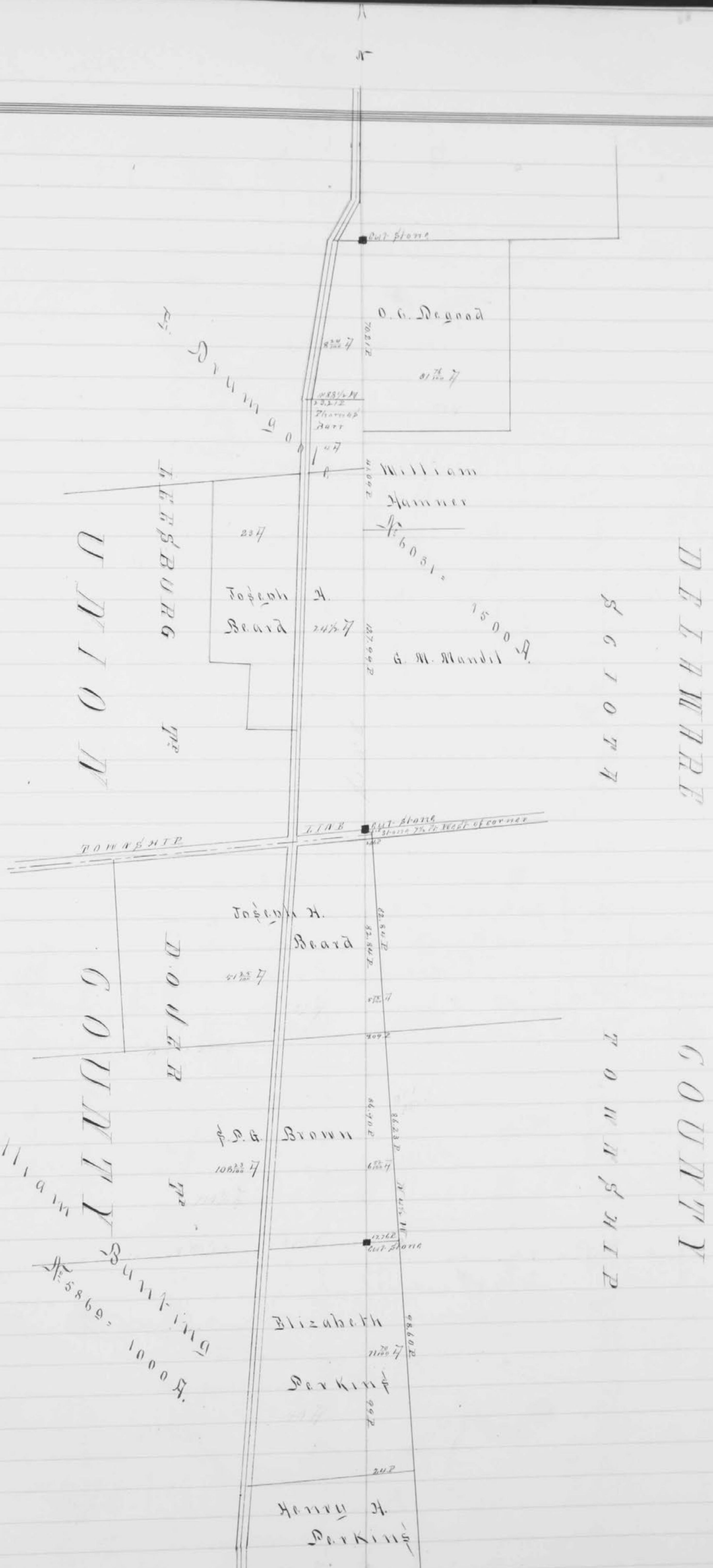
Thomas Hollingsworth 42 67 A

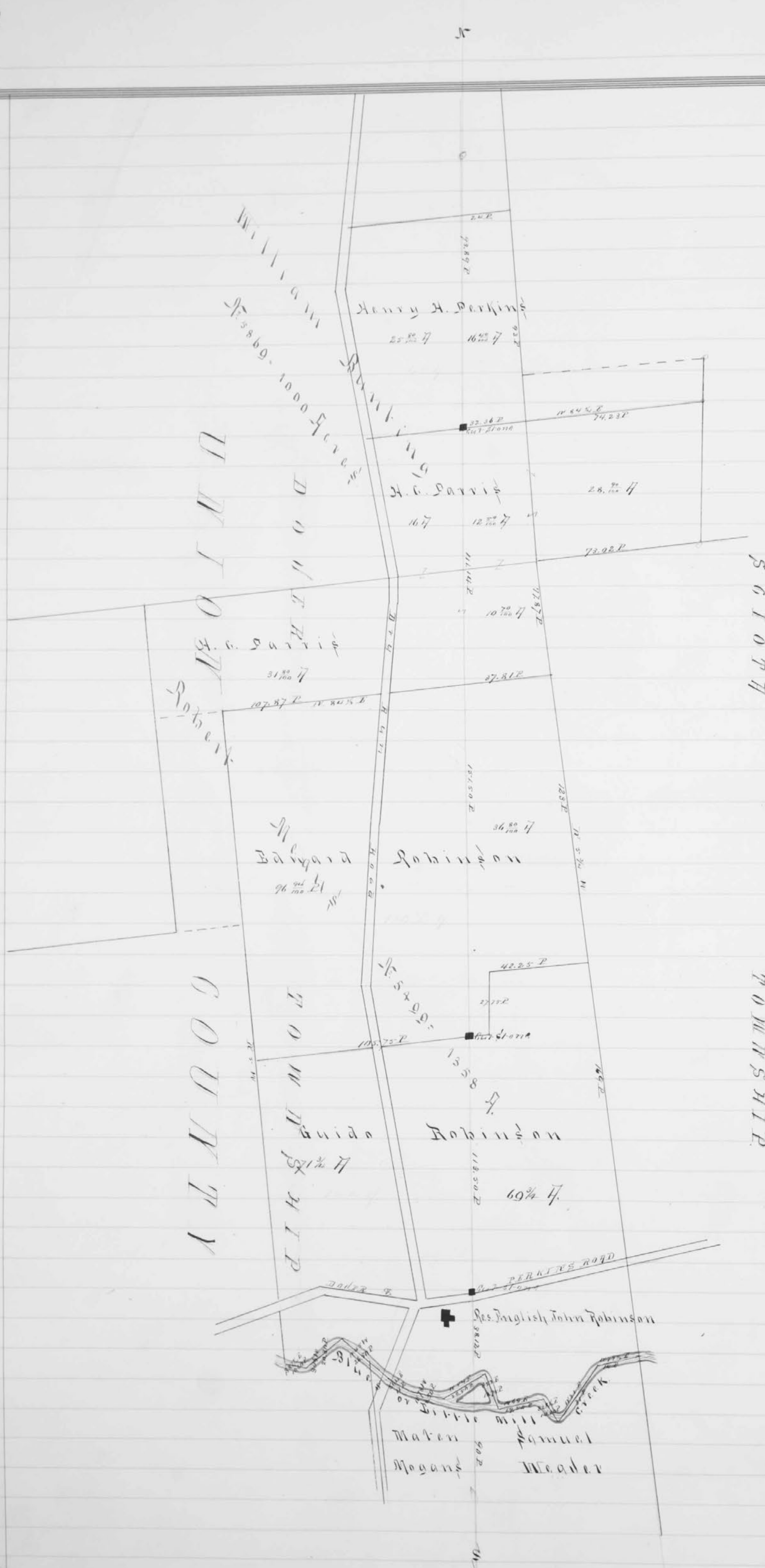

N
John A. T. Tanguer
7¼ A
21 A
A. W. Irwin
UNION
CLAIBOURNE
DELAWARE
Leroy Tyler
THOMPSON
Butler Claibourne
William No. 6293 - 4267 A.
Debolt
Ottawa
Ottawa Gravel Road
Run
COUNTY
TOWNSHIP
COUNTY
TOWNSHIP
Mariah
Debolt
13 A
William Peet
Angle
S. S. M. Graham
Jessie McAllister
2 A
S

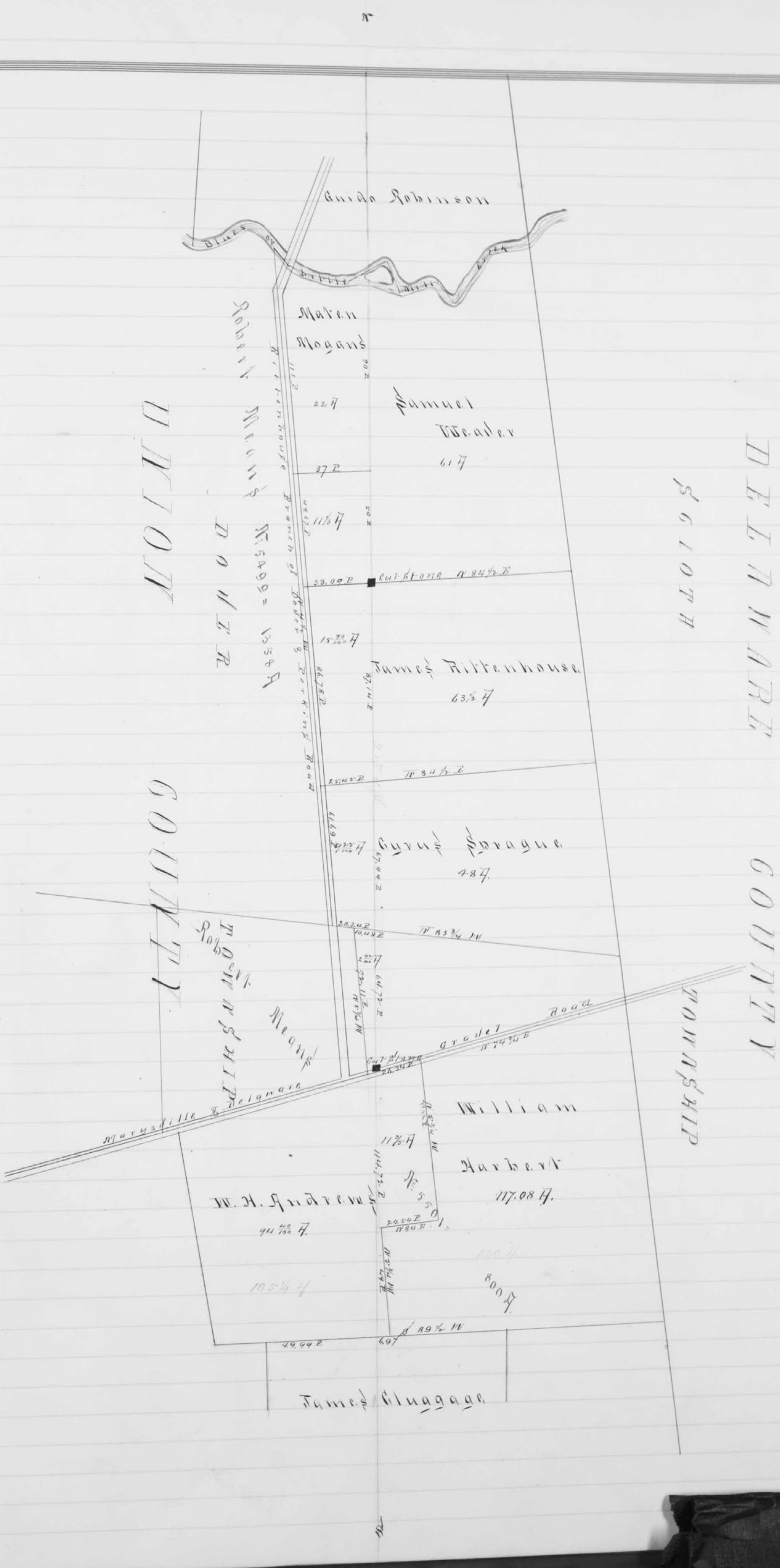

N
Hartley Brown
Clarbourne No. 6203-112.67 A
C. W. Burgoon
I. N. & J. H. Burgoon
Jacob Hartman
Peter Sell
No. 6308
William Delham
William Freshwater
No. 6540 & 6889 = 418 A.
J. Taggart & Others
Jane Freshwater
Simon Dilseder
No. 1935-300 A.
Henry Beadinger
Geo. C. Welch
Elizabeth Wiles
UNION
CLAIBOURNE
TOWNSHIP
COUNTY
LEESBURG Tp.
DELAWARE
COUNTY
THOMPSON
TOWNSHIP
S


N
A. T. Perry
Henry Beddinger
Simon Dilsaver
Elizabeth Wiles
No 1031 - 800 A
Geo. C. Welch
73 A
LEESBURG
UNION
COUNTY
TOWNSHIP
DELAWARE
COUNTY
THOMPSON
TOWNSHIP
W. M. & G. C. Welch
105 A
Creek
Cadwallader Wallace
Elias Gallant
Ann C. Welch
50 A
John Baird
Rebecca Trego
B. F. Welch
No 18056 - 83 A
Cut Stone
Lewis Vance
No 6699 - 400 A
N 81½ W
John Newhouse
20 A
Thomas No 3696
Mary Black
Hazier
R. Haggard No 6134
W. Beatty Jones
Stone
Cut Stone
Lafayette Hildreth
S

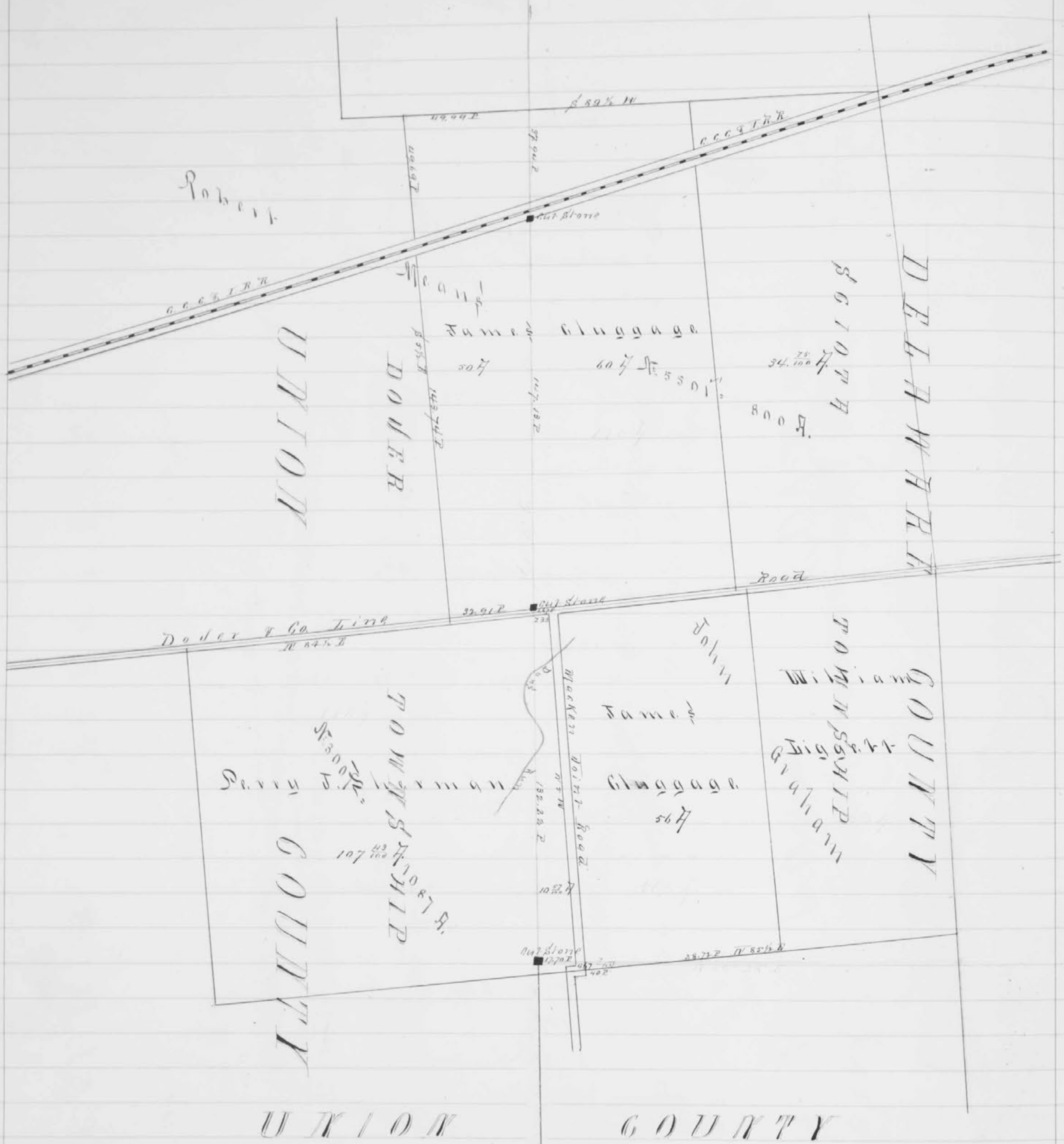

N
Mary Black
121 81/100 A
31 50/100 A
Township Line
La Fayette Hildreth
56 A
Cut Stone
Thomas Frazer
LEESBURG
No. 3696–1000 A
UNION
Bokes Creek
Scioto
DELAWARE
Stiles Newhouse
Delaware & Bokes
Creek
Cut Stone
Angle
Bellefontaine Road
William D. Hein
Joseph S. Jones
500 Acres
TOWNSHIP
COUNTY
TOWNSHIP
COUNTY
E. Dunwoodie
Cut Stone
Duncan McLean
No. 6031
1500 A
Adam Robinson
140.83 P
100 A
Daniel McLean
Cut Stone
S


N
Cut Stone
O. C. Degood
70.21 P
8 $\frac{24}{100}$ A
81 $\frac{76}{100}$ A
N 88 1/2 W
33.21 P
Thomas Barr
William
Hammer
41.04 P
No 6031
1500 A
Joseph H.
Beard
23 A
24 1/2 A
127.94 P
G. M. Mandil
Leesburg Tp.
Union
Delaware
Scioto
Township Line
Cut Stone 7 1/2 ft West of corner
Joseph H.
Beard
52.84 P
51 $\frac{35}{100}$ A
Dover Tp.
County
Township
S. P. G. Brown
108 $\frac{23}{100}$ A
86.70 P
86.23 P
William
Bunting
No 5869
1000 A
Cut Stone
Elizabeth
Perkins
98.60 P
99 P
Henry H.
Perkins
24 P
S


N
William Bunting
No. 3869. 1000 Acres
Henry H. Perkins
H. C. Parris
H. C. Parris
UNION COUNTY
DARBY TOWNSHIP
DELAWARE COUNTY
SCIOTO TOWNSHIP
Robinson
Guido Robinson
69¾ A.
Cut Stone
74.23 P
73.92 P
37.81 P
107.87 P
42.25 P
105.75 P
PERKINS ROAD
Res. English John Robinson
Little Mill Creek
Maren Mogans
Samuel Meader

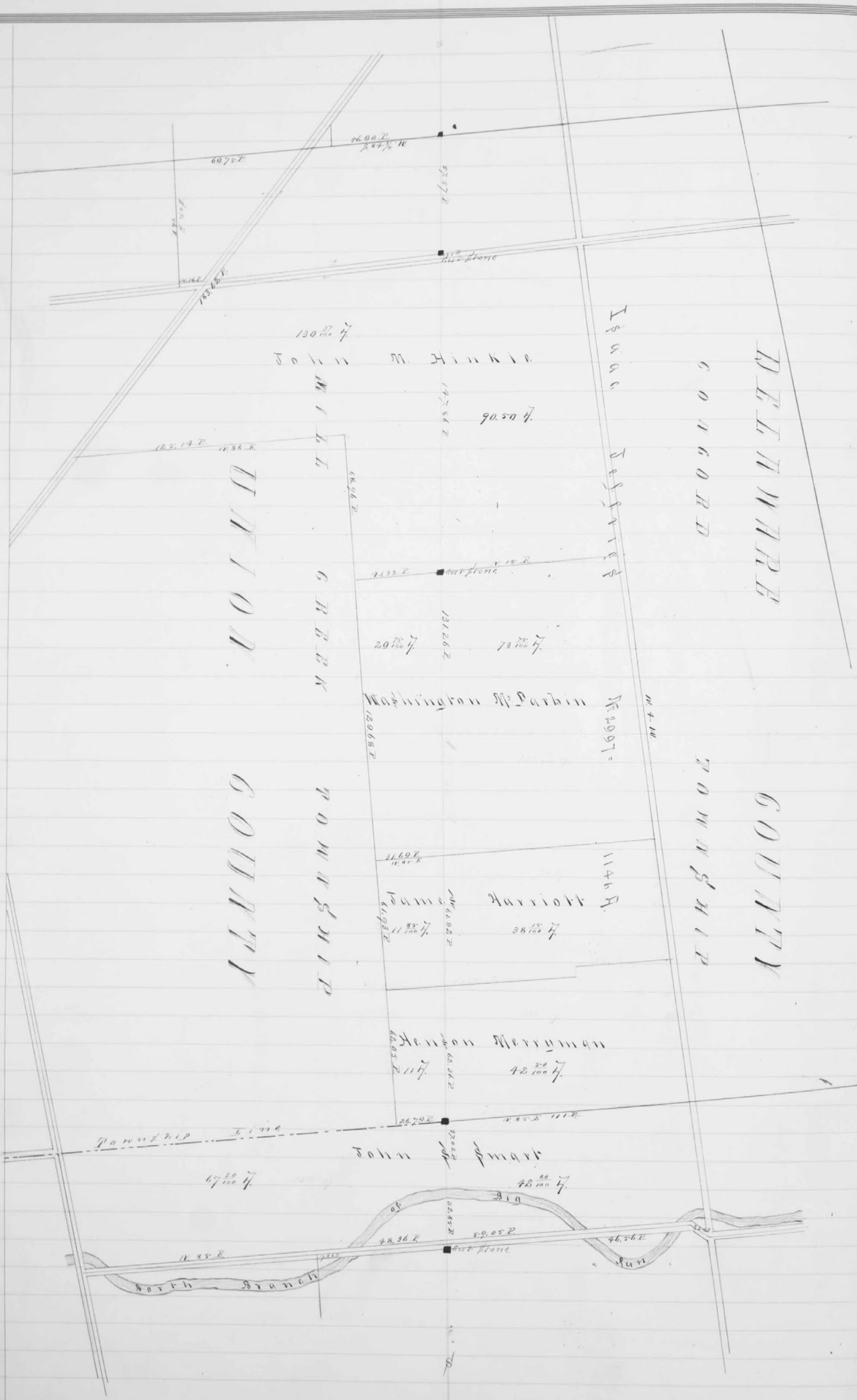


Guido Robinson
Maren Mogans
Samuel Weader
61 A
22 A
37 R
11½ A
33.09 R
Cut stone N 84½ E
15 90/100 A
James Rittenhouse
63½ A
25.45 R
N 84½ E
Cyrus Sprague
48 A
N 83¾ W
Robert Means
No. 5499 = 1358 A
Dover
Union County
Delaware County
Scioto
Township
Means
Marysville & Delaware
Graded Road
N 74¾ E
Cut stone
William
Harbert
117.08 A
W. H. Andrews
94 40/100 A
20.54 R
N 84 E
800 A
S 89½ W
49.99 R
6.97
James Cluggage


Robert
C. C. C. & I. R.R.
S 89½ W
Cut Stone
Means
James Gluggage
50 A
60 A
No 5501
34 75/100 A
800 A
SCIOTA
DELAWARE
UNION
DOVER
143.74 P
117.18 P
Road
Dover & Co. Line
N 84½ E
32.91 P
Cut Stone
John
William Biggert
Graham
TOWNSHIP
COUNTY
James
Gluggage
56 A
Perry J. Norman
TOWNSHIP
107 43/100 A
1087 A
Mackey Point Road
132.23 P
10 27/100 A
Cut Stone
28.73 P
N 85½ E
COUNTY
UNION COUNTY

Line between Union
UNION
COUNTY

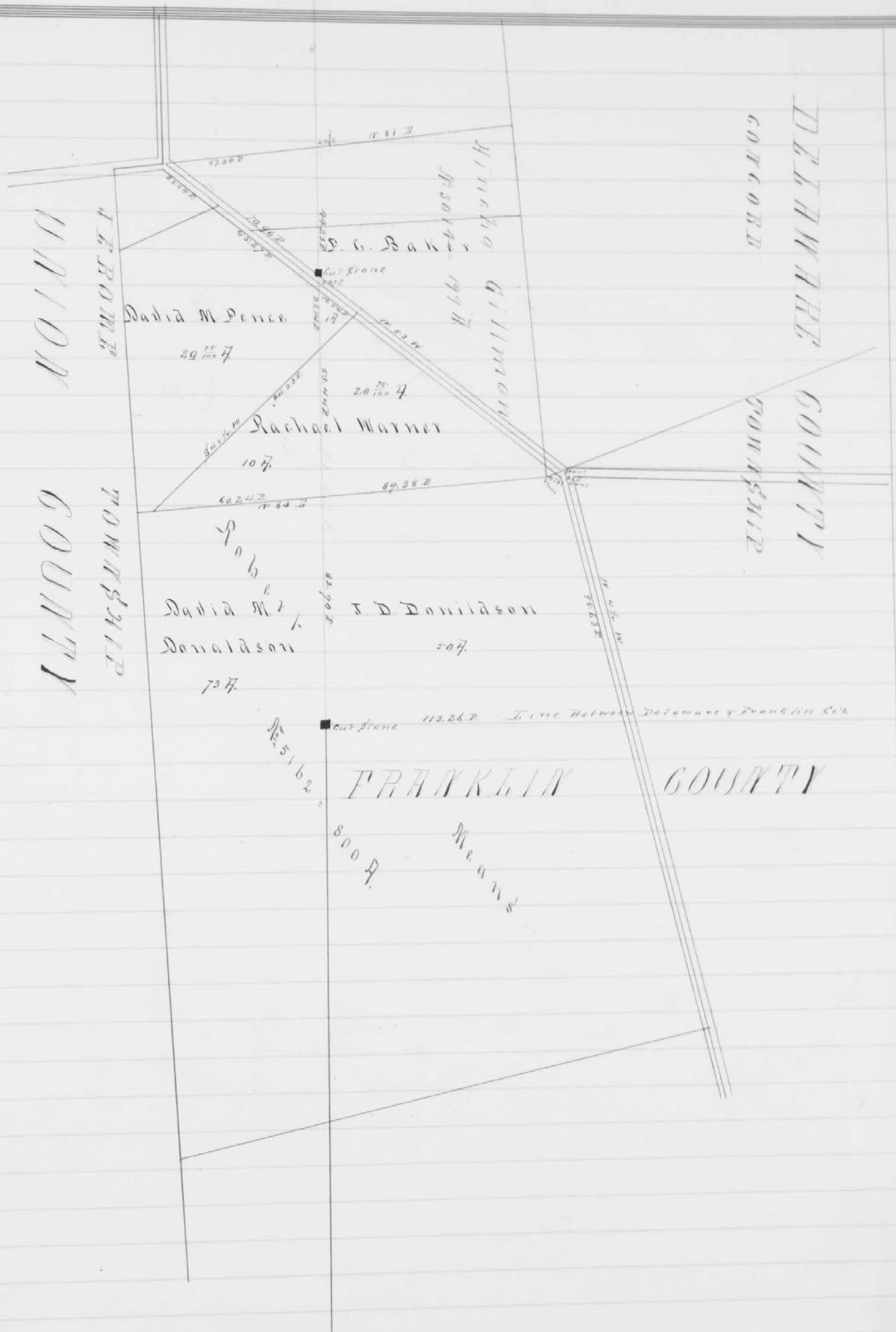
SEVEN MILE LINE


N
14.90 P
S 84½ W
60.75 P
130 37/100 A.
John M. Hinkle
90.50 A.
147.84 P
125.14 P
N 86 E
68.96 P
UNION COUNTY
MILL CREEK TOWNSHIP
DELAWARE COUNTY
CONCORD TOWNSHIP
Isaac Jeffries
41.32 P
1st stone
N 10 E
29 75/100 A.
131.26 P
73 75/100 A.
Washington McFarbin
No. 2997
N 4 W
129.68 P
31.69 P
N 85 E
James Harriott
114 A.
61.93 P
61.92 P
11 85/100 A.
38 15/100 A.
Henson Merryman
62.05 P
11 A.
62.21 P
42 58/100 A.
26.79 P
N 85 E
111 P
Township Line
John Smart
37.02 P
67 20/100 A.
42 80/100 A.
Big
of
Run
North Branch
22.85 P
48.36 P
59.05 P
46.56 P
N 85 E
1st stone
S

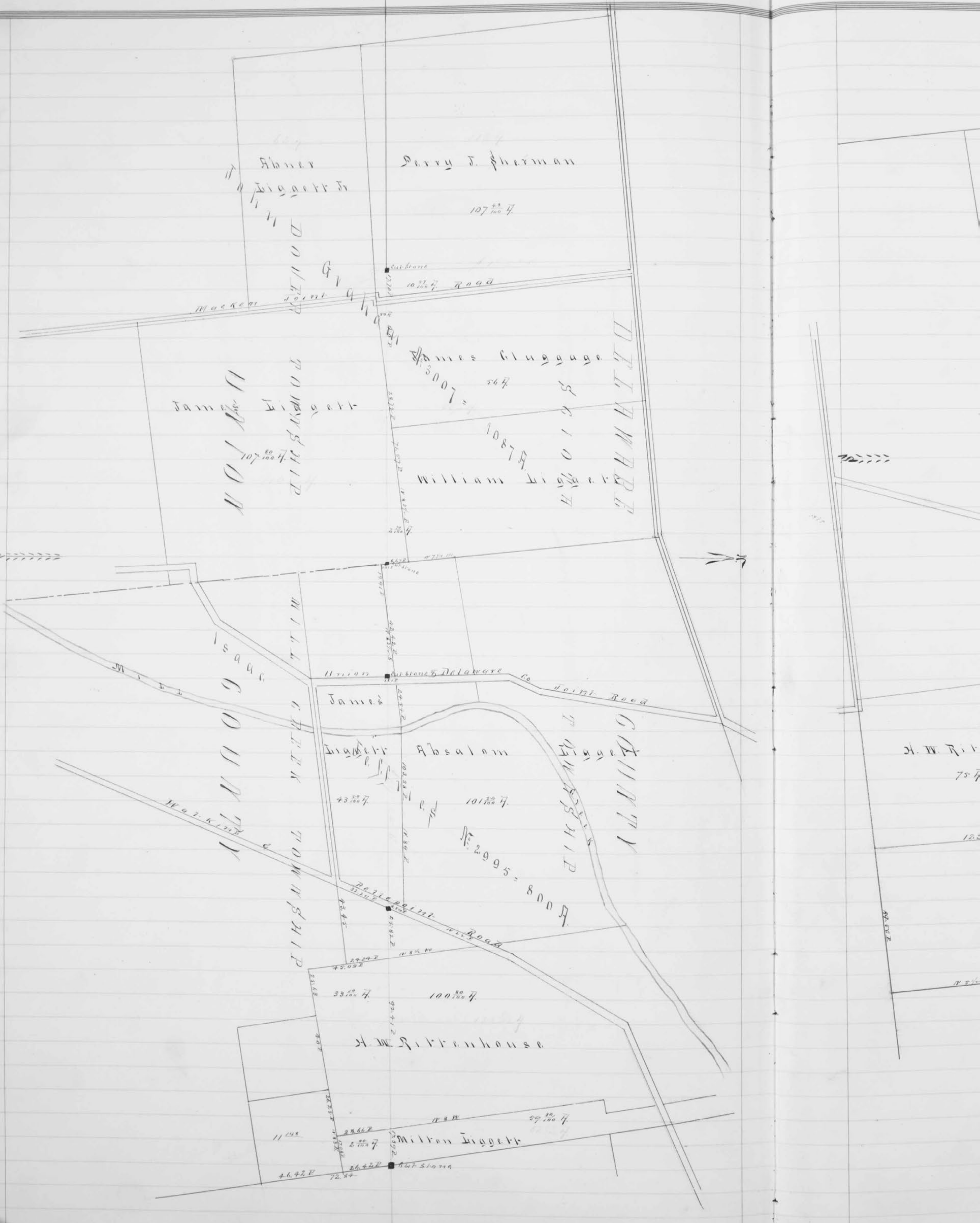
North
N 10½ W
107.87 P

John S. Smart
Big Run
North Branch
Cut Stone
W. L. Blaney
Sarah Crawford
Louisa Holmes
Jesse Andrews
M. & L. McKitrick
Albert Courtright
Albert Courtright
Robert Hill
Thomas Parker
John W. Wells
UNION
JEROME
DELAWARE
CONCORD
COUNTY
TOWNSHIP
COUNTY
TOWNSHIP

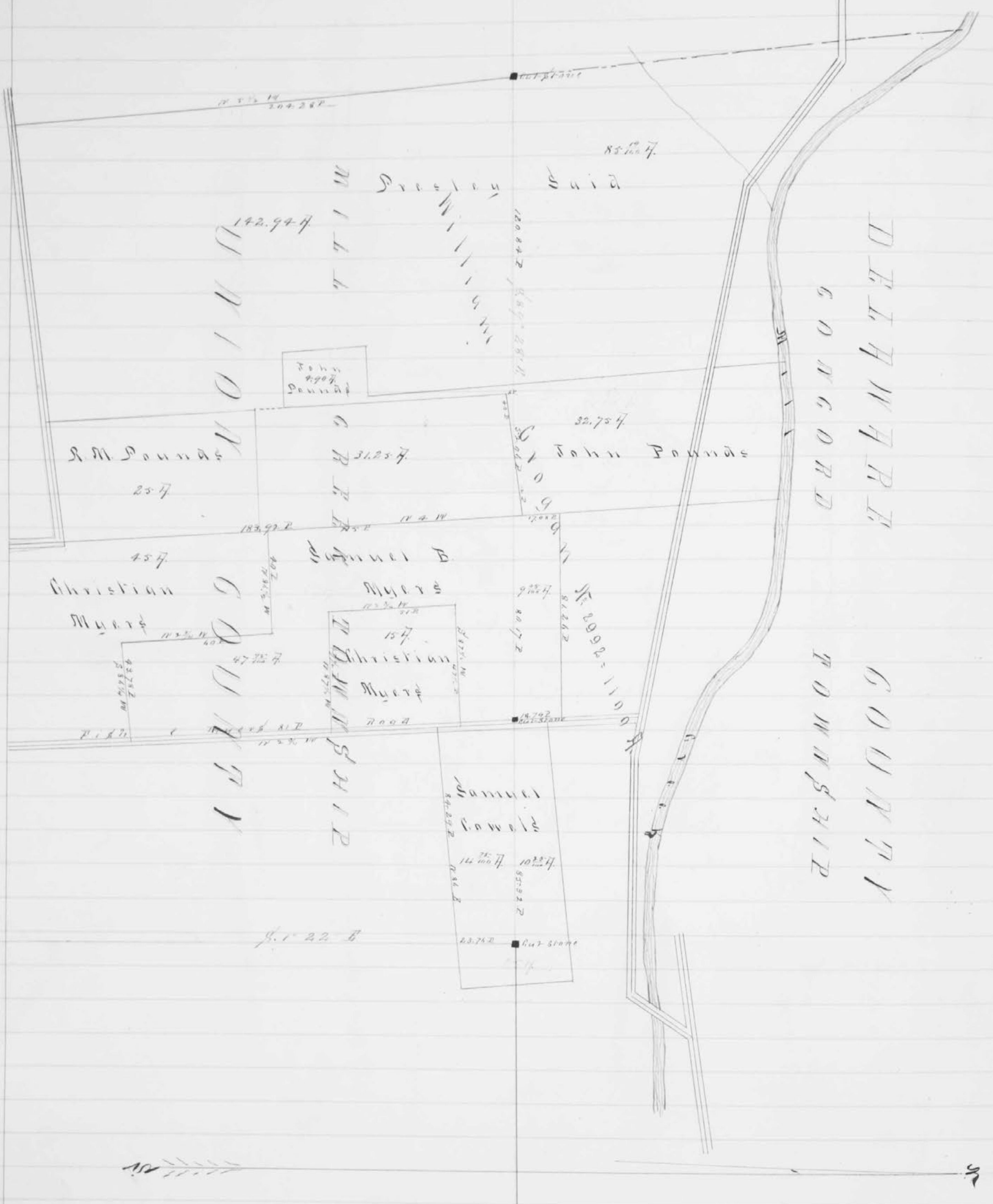
187 A.
Cut Stone
Thomas Parker
John McWells
Peter Woolam
Israel Woolam
666 2/3 A.
Res. Peter Woolam
Cut Stone
DELAWARE COUNTY
CONCORD TOWNSHIP
UNION COUNTY
JEROME TOWNSHIP
Dublin Road
FRANKFORT
William
65 80/100 A.
44 20/100 A.
No. 3003
J. & L. H. Stone
James M.
45.40 A.
Stewart
John
Stewart
No. 3014
199 A.


DELAWARE COUNTY
CONCORD TOWNSHIP
FRANKLIN COUNTY
TOWNSHIP
S. G. Baker
Dadia M Pence
29 75/100 A.
Rachael Warner
10 A.
Dadia M. Donaldson
73 A.
J. D. Donaldson
50 A.
Cut Stone
FRANKLIN COUNTY
800 A.

FOUR MILE LINE



Cut Stone
72.47 P
D.H. Smart
R.M. Pounds
46 A.
41 A.
Mill Creek
Union County
Delaware County
Scioto Township
D.H. Smart
119.81 P
73 80/100 A.
110 62/100 A.
37 80/100 A.
40.18 P
22 92/100 A.
D.M. Freshwater
90 34/100 A.
1070 A.
Township
Township
H.W. Rittenhouse
75 A.
123.96 P
135 A.
George C. Freshwater
144 00/100 A.
204.68 P
Township Line
Cut Stone
Creek



Report of the ...
Filed Decem...

To the Clerk of ...

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held at Plain ...
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Report of the Re-Survey of the Line Between the Counties of Madison and Union
Filed December 1st 1885, with the Clerk of the Court of Common Pleas, Union Co. Ohio.

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

Sir:-

In pursuance of an order made at joint-session of the Boards of Commissioners of the Counties of Madison and Union held at Plain City, Madison County on the 1st day of July A.D. 1885, under a call of the Auditor of Madison County and for the purpose of discussing the question of the re-survey of the line between said Counties. I proceeded in company with the Surveyor of Madison County, William Reeder to make a re-survey of said line and under Section No. 806 of the revised Statutes of the State of Ohio, beg leave to make the following report to-wit:-

The action of the Joint Board of Commissioners of the two Counties as shown by the minutes of their July 1st session was that the resurvey be made in accordance with the Statute passed by the Ohio Legislature January 18th 1828, and the order made at the same session was that the Engineers of both Counties be instructed to proceed to resurvey said County line.

Under the said order we proceeded on the 26th day of August to resurvey said line beginning at a large stone on the lands of James Kile it having been set in the ground and having long been recognized as the corner of Franklin and Madison Counties and was and is now recognized as said corner. We then proceeded to run a right-line from said point as a base line with Transet by back and fore sights noting such monuments as could be found.

From the beginning point for 14966 feet no definate monuments were found. At 14966 feet passed a black walnut stump south of Transet-line 91.50 feet said to have been a line tree. At 15288.50 feet passed a marked ash south of Transet-line 94 feet said to be a line tree. At 15606 feet an ash and buckeye near the bank of Darby Creek south of Transet-line 91 feet said to be a line tree The above noted timber were on the lands of Jeptha Taylor. At 15373.50 feet set Transet-line north 183 feet to clear obstructions in Plain City and continued through the town to 21120 feet when we set south the 183 feet. The offsets were made over very level ground by lining bushing and tacking each 100 feet and all measurements taken with a Steel tape. At 18899.50 feet passed a locust-tree in the yard of Mrs Ivey said to have been planted on the line when it was run. This timber was south of Transet-line 74.50 feet. At 23165 feet passed a marked burr oak on the lands of the heirs of James Ivey said to be a line tree south of Transet-line 80 feet. At 29675 feet passed a marked white elm on the lands of S.H. Bowers said to be a line tree 134 feet south of Transet-line. At 33421 feet passed a double burr oak marked and said to be a line tree on the lands of Frank Andrews 125 feet south of Transet-line. At 34163.50 feet passed a hickory marked 132 feet south of Transet-line also at 35330 feet passed a burr oak marked 145.50 feet South of Transet-line both of the last-mentioned trees said to be line trees and on the lands of Rufus Andrews. At 39069 feet passed a stone on the lands of G. H. Diebolt said to have been planted on the line and 177 feet South of Transet-line. At 48600 feet finding that the line marked

was bearing South from the Transet-line we set South 200 feet-with the same care as before by lining bushing and tacking each 100 feet- At-4933-4 feet-we passed an elek stump on the lands of Addison Bidwell 217 feet south of our Transet-line said to be the corner of Pike and Darby Townships Madison County. From this point for a distance of about 4.50 miles we found nothing but-points shown us by the citizens as being about-where the line was said to run. At-70 600 feet still finding the line bearing south from the Transet-line we set South 500 feet over good measuring ground with the same care as before by lining bushing and tacking each 100 feet. At-73223 feet-we passed a stone on the lands of Asa Bates near the Leiverpool Pike 303 feet south of Transet-line and said to be on the County line. From this point-we passed nothing to mark a line other than the crossing of Leittle Darby Creek three times which points we left South of Transet-line. Continued running to the Champaign County line where we were 5.31 1/4 feet north of the stone marking the north west-corner of Madison County. This corner has long been recognized as the corner of Madison County and is undisputed. This stone was set-in the place of a stake and stones which had marked the corner for many years and in regard to the location of which there has been no dispute. The marked stone was set-at the time the line was run between Champaign and Union Counties at-which time the stake and stones were there. We then proceeded to set the line over onto a straight-line between the two corners of Madison County marking it by setting large stakes at all roads where the line crossed also at-intermediate points observing the timber to find marked trees but found nothing. Upon running back we crossed Leittle Darby Creek three times and run very close to where some of the citizens supposed the line to be these points we near the Leiverpool Mud Road on the Colwell land. At-Plain City we calculated the line between the marked ash and buckeye on the banks of Darby Creek and the marked oak on the lands of James Gray's heirs and found it-set-us on the line running through the town.

Upon inquiry of Mr Rufus Andrews an old resident-and upon whose land some of the marked trees stood we found that-the timber on his land as well as that-on the land of Frank Andrews were marked by General Irwin, Rufus Andrews being chain carrier at the time Irwin ran the line and marked these trees. We find further that-the line as marked has a bend in it-and from such marks as we found located it at-or about-the stone on the lands of H. W. Debolt.

Our order being to run the line as run by Lewi Phelps in 1820 and established by the Legislature in 1828 and not-having sufficient-record of the establishing of his line in the way of marked timber left by him to trace it-by and as his record says he ran West 18 miles and 214 poles and that-his line run the cardinal points of the compass according to the true meridian the inference to be drawn is that-he ran a due west-course. There being no timbered calls made by Phelps in his record of running but-having the two ends of the Madison County Leine fixed by monuments the line was marked as above described by placing large stakes at-each highway where the line crossed running from corner to corner of Madison County. The course of the line as marked by us is 12.8 South of a due west-course by the true meridian

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Marysville, Dec

which variation might occur in running with the compass which was the instrument no doubt used by Phelps while the line run by us was with Transet by back and fore sights. The intention seems to have been to have the line between the two counties straight as Phelps run it, for by the original act of the Ohio Legislature in 1820 (Chase Statutes V. 3. P. 2133) it was to run west to the east boundry of Champaign County. Again in 1821 by an Act of the Legislature it was to be parallel with the line between Madison, Franklin and Delaware Counties (Chase Statutes V. 3. P. 2135.) now the act establishing the County of Delaware passed in 1808 begins at the south east corner of Township number three in the sixteenth range of the United States military district thence west with the line between the second and third tier of townships to the Scioto river and continued west to the east boundary of Champaign County (Chase Statutes V. 3. P. 2107) afterward by an act of the Legislature passed in 1810 establishing the County of Madison (Chase Statutes V. 3. P. 2114) we find the beginning point at the South west corner of Delaware County thence east with the South boundary of the said County Line to a point that a line running due South to By the act of 1821 the Union County line was to be parallel with the line of the Acts of 1808 and 1810 which was a west and east line. Afterward by an act of the Legislature in 1825 William Wilson of Black County was appointed to run the line and to run a due west course (Chase Statutes V. 3 P. 2139) Again in 1827 Jeremiah McLene by an Act of the Legislature was appointed to run the line and to run on a direct line to a point in the Line of the east boundary of Champaign County (Chase Statutes V. 3 P. 2142) Finaly by an act passed in 1828, the Legislature established the line as run by Leevi Phelps in 1820. While none of the acts above cited specifies whether the line shall be true west or a magnetic west course there can be no doubt but that the intention was and that it should be a straight line and as the two corners of Madison County are fixed points and there is nothing to show that it was not a straight line it has been so run and marked. The accompanying plat is herewith filed as part of the above report.

Respectfully Submitted

Charles S. Lee

Surveyor of Union County

Marysville, Dec 1st 1883.

Attest- John D. Burgner Clerk
By A. B. Burgner Deputy