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NO. 23

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WILSTACH BALDWIN & CO.
OFFICE SUPPLIES
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RAIL ROADS,
BANKS
City and County
OFFICERS,
Insurance Companies,
MERCHANTS
AND
MANUFACTURERS,
141 & 143 Race St.
CINCINNATI

Anderson Anna P.		vs.	Anderson Thomas J.	32	
Andrews Hannah	4643	vs.	Andrews Lewis G.	34	
Artz Nancy P.		"	Artz Jacob A	184	
Artzman & Co	4660	vs	Ashbaugh A.J. Et al	140	
Ass					

4326. Artz
4504 Auetin
4581 Ammi
4486 Argo. E

32	Anderson Thomas J.	adv	Anderson Anna P.	32
34	Andrews Lewis G	"	Andrews Hannah	34
184	A326. Artz Jacob A	-	Artz Nancy R	184
140	H504 Auelman C & Co	-	Wells J. T.	186
	H581 Amerine H. N Mrs	-	Taylor Cornelia A	192
	H486 Argo Ella et al	"	Harriman Ringgold	530

4519	Blue ~~Sam~~ Wm	vs.	Hamilton Sam. M.	93
4173	Blayney Wm. B.	"	Delaware County Nat. Bank	152
4177	Same	"	The first Nat. Bank of Delaware O.	159
4006	Baughman Rebecca A	"	Joseph Baughman	182
4592	Baker Ex	—	Bovey Hiram Et-al	194
4633	Brown John L.	"	Swannack Sewell et. al.	214
4662	Buck Allice Ex.	"	Buck, Robert A.	302
1697	Bovic J. H. P.	"	Bovic Margaret A & C -als	314
4583	Burgoon Eliza	"	Burgoon O. W.	345
4559	Boyd Hattie	"	Boyd Joseph	347
4656	Beales Mary	"	Beales William	350
4668	Bonnett Samuel W.	"	Bonnett Lavina J.	377
4147	Butler Mundulia et al	"	Chapman John	470

4506 Baughm
4326

4420. Burroug
4662. Buck, C
4697 Bovic Ju
4763 Brown Wi
4583 Burgoo
4559 Boyd J
4656 Beales
4408. Betts
4746. Boggs
4668. Bonnet
4790. Boyd
4777. Biddle
4584 Bates
3558 Benton

93	4506 Baughman Joseph	adv	Baughman Rebecca A	182
152	4326			
159				
182	4420. Burroughs Phoebe et. al	"	Coleman J. George	273
194	4662. Buck, Robert A.	"	Buck. Allice M.	302
214	4697 Bonic Margaret & et al	"	Bonic J. H. P.	314
302	4763 Brown Wilson & Catherine	"	Newark Machine Co	322.
314	4583 Burgoon O. W.	"	Burgoon Eliza	345
345	4559 Boyd Joseph	"	Boyd Hattie	347
347	4656 Beales Williams	"	Beales Mary	350
350	4408. Betts George W. et. al.	"	Miennette Enid. et. al.	347
377	4746. Boggs Joseph H. et. al.	"	Davis A. J.	368
470	4668. Bonnett Lavina J	"	Bonnett Samuel W.	377
	4790. Boyd Robt. E. et. al.	"	Bullington & Phillis	385
	4777. Biddle George	"	Hamilton George B.	389
	4584 Bates George et al	"	Harriman Knight	423
	3558 Burton O. et als.	"	Granston S. et als	503

Case Elizabeth		os	Case Elisha	27	
Cranston Peleg Admr	4256	"	Carver Abraham et al	129	
Conkright W.H	4632	"	Crabood D. M. et al	141	
Conklin Joel C.	4640	"	Easterday Martin	171	
Counts Geo. W. Admr	4599	"	Cross, George P.	201	
Coleman J. George	4520	"	Burroughs Phoebe et. al.	273	
Cameron J. L.	4595	"	Case Velasco J.	299	
Crispin J. A. J.	4690	"	Sanderson Dan'l J. et. al.	304	
Coons Sterling F	4634	"	Haines Wm W et al	310	
Cross John B.	4771	"	Danforth J. W. et. al.	326	
Carey Cora Belle	4199	"	Carey Curtis	353	
Cross Phoebe Y.	4473	"	Cross Geo. P. et al.	441	
Cranston S. et al	3558	"	Burton O. et als	500	
Cranston Peleg Admr.	4152	"	Mulvaine James.	553	
Columber Ezekiel	4745	"	Stiner Joseph A.	579	

27	Case Elisha		ads	Case Elizabeth	27
129	Camp Daniel W et al.	3824	"	Griswold Giles O.	63
141	Carver Abraham et al	4286	"	Cranston Eliz Anne	129
171	Cartmell & Clarke	4644	"	Branham & Bunn	147
201	Cartmell & Clarke	4645	"	Berry Mount Granite Co	199
273	Cross, George P.	4599	"	Court. Gen. Pk. Advt.	201
299	Cocklin Joel O.	4347	"	Rice A. L.	278
304	Case Velasco J.	4595	"	Cameron J. L.	299
310	Carey Curtis	4199	"	Carey Cora Belle	353
326	Chapman Jason N. et al	4764	"	Shanadee Margaret	384
353	Cross Geo. P. et al	4473	"	Cross Rhoderick	441
441	Chapman John	4147	"	Butler Mundillia et al	470
500	Cole Marcus C.	4740	"	Yarrington Wm. A.	547
553	Case Jason et al	4760	"	Hill M.W. assignee &c.	575
579					

Dickinson Elizabeth	4134	vs.	Holmes Oel-al	95	
Davis A.J.	4746	"	Boggs Joseph F. et.al.	368	
Dunn William	4664	"	Dunn James et al	557	

D

4692. Davis, W

4771. Danforth

4775. Dyer A.

4776 Sta

4664 Dunn J

	D	ackS		
368	4692. Davis, Washington	"	Medford David	308
557	4771. Danforth J. M. et. al.	"	Cross John B.	326
	4775. Dyer A. Jay	"	Seattle Abstr	325
	4776 Same	"	Plain City Bank	395
	4664 Dun James, etal	"	Dun William	057

Engu Moses Ft	4348	vs	Pheasant A. F et al	49	
English + Gilmore	4727	"	Thompson Wray T.	364	
Eastman Cynthia		vs	Eastman Ephman	464	

Yesterday

Easton Josep
Epps Wm
Eastman

49	Easterday Martin	4640	adv	Conklin Joel 6	171	
364	Easton Joseph & al.	4793	"	Freshwater Reuben	337	
464	Epps Wm et al		"	Thomas Mary	460	
	Eastman Ephriam		"	Eastman Cynthia	464	

4462.	Fleck and Chapman	vs.	O. E. Huff et al	39
4394	Fullington & Phillis	"	Rodgers & Thompson	98
4203	Fourman John W	"	Henry Goff et al	122
4612	Fritz Bros	"	R. B. Williams et. al.	202
4116	First Nat: Bank of Delaware, Ohio	"	John Rogers & Howard Rogers	209
3983	Fox Henry	"	John Liggett et. al.	221
4793.	Freshwater Reuben	"	Joseph Easton et. al.	334
4649.	Flemming Amanda	"	Samuel Flemming	366
4787.	Fullington & Phillis	"	Henry Powell et. al.	372
4790.	Same	"	Robt. E. Boyd, et. al.	385
4792.	Same	"	Mullvain James et. al.	397
3432	French Lucy V. et ale		Preston John A. et al	403
4474	Fadley Lydia		Fadley John	425
4785	Fish C.E.	vs.	Moffit J. H. et al	493

4649. Flemm
4474 Fadley

84					
90.		Adv.			
122	4649. Flemming Samuel	"	Flemming Amanda	366	
202	4474 Fadley John	"	Fadley Lydia	420.	
209					
221					
334					
366					
372					
385					
397					
403					
425					
493					

Graham Sarah E.		O.S.	Graham William	10	
Grow. Mary E.		O.S.	Grow Samuel	13	
Godfrey Almira	4185	"	Hartman Wallie	46	
Griswold Giles O.	3824	"	Camp Dannie W. et-al	63	
Gardiner S.S. Jane	4057	"	Williams S.E. et-al	197	
Hungle Conrad	4679	"	Rosette S.H.	370	
Hraham S.H.	4309	"	Gardiner, S.S. Assignee &c.	399	
Gabriel Prudence b.	4500	"	Gabriel Rodney	421	
Grow James			Parker Andrew J.	467	

10					
13	Graham William		ads	Graham Saran E.	10
46	Grow Samuel		ads	Grow Mary E.	13
63	Goff Henry et al		~	Foreman John W	122.
197	Gosnell, T. D. et. al.		"	The Sullivan & Taylor Co.	256
370					
399	Gibson, Capt. et. al.		"	Same	252
421					
467	Same		"	Same	306
	Gosnell T. D. et. al.		"	Same	336
	Gaines R. E. et. al.		"	Hamilton H. D.	387
	Gardiner, S. S. Assignee	4309	"	Graham R. H.	399
	Gabriel Rodney	4500	"	Gabriel Prudence G.	421
	Gardiner S. S. Assignee	428	"	Hills. Velona T.	475

Home Building & Loan Association Co	Bs	John R Owen et al	174	
Hills. V. T.	"	J. C. Lee et. al.	205	
4297. Holmes J. T. Admr.	"	Samuel Little	266	
4775 Hitt J.B & Co	"	Hayn J F	320	
4772 Same	"	Same	324	
4935 Hill Morris W.	"	Unknown Heirs of Calvin Hill dec'd	341	
4767 Hamilton H. G.	"	Haines R. E. et. al.	387	
4777 Hamilton Geo. B.	"	Biddle George	389	
4786 Hill M. W. Assignee	"	Randell E. H.	391	
4779. Hitt J. B. & Co.	"	Hagen F. F.	395	
4584. Harriman Winget	"	Bates George, et al	423	
428 Hills Elonis T.	"	Gardiner Seth S. Assignee	475	
4761. Hill M. W.	"	Huston Charles B. et al	488	
4830 Houghton E. P.	"	Struble John et al	495	
4486. Harriman Winget	"	Argo Ella, et al	530	
4760. M. W. Hill. Assignee	"	Case Jason et al	575	

Holmes O
Hubb O. E.
Hartman
Hamilton
Holmes O
Harriman
Hohensack
Hayn F
Hoskins J.
Houck W
Hartman
Sa
Haines Wm W
Hazen F F
Same
Hazen E. E
Hartman &
Hays, Mr.
Haines O.
Hazen F.
Huston Cha
Haynie

		Holmes Obediah et al		ads	Robinson James W	1
	205	Hubb O.E. et al	4462	"	Flack & Chapman	39
	266	Hartman Walter	4185	"	Godfrey Almira	46
	320	Hamilton Sam M.	4519	"	Blue Wm	93
	324	Holmes Obediah	4134	"	Dickinson Elizabeth	95
	341	Harriman Wright et al	4388	"	Robinson James W assignee	97
	387	Hohensack John	4467	"	Wells Elizabeth	100
	389	Haym F & W Le	4576	"	Weidman, Hart & Co	143
	391	Hoskins J. M.	4606	"	Winchil-Chas & Co	150
	395					
	423	Houck Wm H.	4658	"	Peoples Bank	284
	475					
	488	Harbaugh Benj. et. al.	4680	"	Phelps, W. S. & Sons	296
	495					
	530	Same	4681	"	Same	297
	575	Haines Wm M	4634		Coons Sterling F	310
		Hazen F F	4770	"	Hitt J. B & Co	320
		Same	4772	"	Same	324
		Hazen E. E.	4726	"	Mayer Albert & Bros.	338
		Hartman & Gosnell et. al.	4687	"	Ringgold H. M. & Co.	363
		Hays, M. S. et. al.	4667	"	Priest-Jacob	376
		Haines O. F. et. al.	4738	"	Phillips A.	379
		Hazen F. F.	4769	"	J. B. Hitt & Co.	395
		Huston Charles B. et al	4761	"	Hill W M.	488
		Haynie Anna	4841	"	Rief J. H.	566

A
B
C
D
E
F
G
H

4217	Jollioff William	vs.	McCanny Martha E. Et al	37
4671	Johnson Alexander	vs.	Mc Elroy Robert et al.	361

37

361

4408. Kinnwetter Emil et. al	vs. "	Betts George W. et. al.	357	

4243. Kent, M

4704 Krawsky

4494 Kenda

			Adv.		
3·57	4243.	Hunt, Hiram et al	"	Patrick James	239
	4704	Kranekopf Jacob et al	"	Miller, John B.	343
	4494	Kendall Eva B. et al	"	Watkins Helen M. Exec. &c.	446

4693 Lee S.H.	vs.	White R.H. et al	523
4795 Leonard Jacob	w	Skeels Simon et al	569

Lee J.C.
Liggett John
4297. Little
4791. La Do
4704

523					
569	Lee J C. et al.	..	adv.	V. V. Hill	205
	Liggett John et al.	..	"	Henry Fox	221
	4297. Little, Samuel	..	"	J. T. Holmes Admr.	266
	4791. La Dow Seley	..	"	O. M. Scott	332
	4704				

Marks Sarah J.		vs.	Jonah S. Marks	30	
Monahan + Brien		–	Cartmell + Clark	147	
Perry Mount Granite Co		–	Cartmell + Clark	194	
Mulford David		"	Davis, Washington	308	
Mayer Albert + Bros.	4726	"	Hagen E. E.	338	
Miller John B.	4704	"	Kranskopf Jacob et. al.	343	
Marion County Bank	4830	"	Arthurbu Mary E et al	498	
McCracken S.S.	3442	"	McCracken D.H. et al	535	

A B C D E F G H I J K L

30	Marks Jonah S.		ads	Sarah J. Marks	30
147	Monroe Co. J. St. al	4765	—	Klamath Margaret-	319
194	Same	4766	"	Same	383
308	Mulvaine James et. al.	4792	"	Frellington and Shelli	397
	Moffit. J. St. als.	4785	"	Fish. C. E.	493
338	McCracken D. St. et al	3442	"	McCracken S. S.	535
	Mulvaine James	4152	"	Cranston Peley adms	553.
343					
498					
535					

A
B
C
D
E
F
G
H
I
J
K
L
M

4217 UCCo

4691 Un Abs

4217	McCanny	Wanderam	ads	Jolliff William	37
4691	Mc Elroy	Robert M. ad.	"	Johnson Alexander	361

No 4763. Newark Machine Co	do	Brown Wilson & Catherine	322

A B C D E F G H I J K L M Mc

4650	Oliver Lester et al	vs	Village of Magnetic Springs et al	483

Arahood D
Owen John D

ospital	483				
		Orahood Dr 1-ae	4522	ave	Conkling 41-1/2 E	141
		Owen John R 21-ae	45-07	"	Home Building & Loan Association Co	174

4423	Nolan W. H et al	vs	Woodburn R. S. Adms. of Broome	43
4468	Powers John L.	"	Powers Charles A. et al.	235
4273	Patrick James	"	Hunt Hiram, et al.	239
4648	Peoples Bank	"	Wm H Hawk	284
4377	Purdue, T. J.	"	Phelps, Alice G. et al.	286
4680	Phelps W. S. + Sons	"	Hartenau, Benj. et al.	296
4681	Same	"	Same	297
4667	Priest Jacob	"	Hays W. S. et al	367
4738	Phillips A.	"	Haines O. F. et al.	379
4776	Plain City Bank	"	Dyer A. Jay	393

Pheasant
Powers, Charl
Phelps Alice
Pittsburgh, Cinci
Powell Henry
Plo
Preston Jose
Parker A
Parmenter

...oom	43	Thibeault A. F. et al	4348	ads	Eagle Moses F.	49
	235	Powers Charles A. et al	4468	"	Powers John L.	235
	259	Phelps Alice G. et al	4377	"	Purdue T. J.	256
	284	Pittsburgh, Cincinnati P.S.L.R.R. Co.	3749	"	Rouse W. M. Admr.	289
	286	Powell Henry et al	4787	"	Pullington & Phillis	372
	296	Plo				
	297	Preston John A. et als	3452		French Lucy C. et als	403
		Parker Andrew J.			Crow James	467
	367	Parmenter J. L.	4425	"	Wilcox & Fitch	
	379					
	393					

A
B
C
D
E
F
G
H
I
J
K
L
M
Mc
N
O
P

Robinson James W.		o.s.	Holmes Obediah Et al	1	
Lane "	Assignm 4388	"	Harriman W Et al	97	
Rogers Howard	4174	"	The First National Bank of Delaware O.	164	
Rice A. L.	4347	"	Doolittle Joel O.	278	
Rouse H. M. Admr. &c.	3749	"	Pittsburgh, Cincinnati & St. Louis R. R. Co.	289	
Reed and Butts	4768	"	Slocum Swift R. Et. al.	330	
Ringgold F. H. & Co.	4687	"	Harbaum & Gosnell Et. al.	363	
R. H. J. & F.	4841	"	Haynie Anna et al	566.	

4399. Rodgers
4992 Bonesy
4116 Rogers Jo
4679 Rozette,
4689 So
4786 Randell
4489 Rhodes

	1				
	97				
.O.	164				
	278				
us R.R. Co.	289				
	330				
	363				
	566				
		4399.	Rodgers & Thompson	ads.	Fullington & Allis	90
		4992	Roney Hiram et ux	"	Baker C.A.	194
		4116	Rogers John & Howard Rogers	"	First Nat. Bank of Delaware, Ohio	209
		4679	Rozelle, S.H.	"	Smeagle Conrad	370
		4689	Same et. al.	"	Skidmore Ed et. al.	374
		4786	Randell E.L.	"	Hill Wm. W. Assignee	391
		4489	Rhodes John D.	"	Robert H Allison	428

Snyder Jacob.	4503	05	Snyder Martin et al.	54
Southard John L.	4647	"	Watson A.N. et al	127
Schiderer John P	4567	"	Guerner J.M	149
Scott Alf et al	4628		Wentz L.C.	195
State of Ohio				
Stamats Margaret-	4765	"	Monroe C.J. et al	314
Smith Alvada	4775	"	Doyer A. Jay	328
Scott O. M.	4791	"	La Dow Exley	332
Shedd E. C. & Sons	4654	"	Thompson W. T.	354
Skidmore Ed. et. al.	4689	"	S. H. Rosetta et. al.	374
Stamats Margaret-	4764	"	Jason N. Chapman et. al.	381
Saure	4766	"	C.J. Monroe et. al.	383
Spain Lovenia	4554	"	Spain Abraham Exec &c.	382

54	Snider Martin et ux	4583	Ads	Snider Jacob	4503	54
127	Smith A.J. et ux	4660	"	Ansleman C.H. & Co		190
149	Smith, Robert B. et al	4522	"	Taylor, Cornelia A.		207
195	Sewell Susannah et al	4635	"	John L. Brown		214
314	Sanderson Danl J. et al	4690	"	J.A.J. Weisser		304
328	Slocum Lucile R et al	4768	"	Reed & Butts		330
332	Stubble John et ux	4850	"	Houghton E.P.		495
355	Skuls, Simeon et ux		"	Leonard Jacob		569
374	Stiner Joseph A.	4745	"	Columbus Isabel		579
381	Spain Abraham Exr &c.	4555	"	Spain Lovenia		582
383						
582						

4549	Norris B. Thompson et al	do	Wheeling Thompson et al	106	
4581	Taylor Cornelia A	"	Bennie H. M	192	
4522	Taylor Cornelia A.	"	Smith, Robert B. et. al.	207	
4535	The Sutherland Taylor Co.	"	Gosnell, F. D. et. al.	280	
4536	Same	"	Cort Gibson et. al.	282	
4694	Same.	"	Same	306	
4695	Same	"	Gosnell F. D. et. al.	336	
4290	Thomas Mary	"	Exps. Wm et al	460	

4549 Thompson N
4173 The Delawar
4174 The First Nation
4172 Same
4654 Thompson
4727 Sam

al	106				
	192	4649 Thompson Wheeling et al	adv	Thompson Norris B et al	106
	207	4123 The Delaware County Nat. Bank	"	Wm B. Blayney	187
		4124 The First National Bank of Delaware, Ohio.	"	Howard Rogers	164
		4122 Same		Wm B. Blayney	189
	280	4654 Thompson W. F.	"	Stedd E. E. & Sons	355
		4727 Same	"	English & Gilmore	364
	282				
	306				
	336				
	460				

A
B
C
D
E
F
G
H
I
J
K
L
M
Mc
N
O
P
Q
R
S
T

4 q 35	Unknown Heirs of Celeria Hill dec'd	Adv. "	Hill Illinois Ct.	341

Village of Mag

Village of Magnetic Springs	ados	Oliver Lester et al		483

Winchil Charles & Co	4606	DS	Hoskins J. M.	180	4423. Woodbur
Wells J. I.	4504	"	Culloran Co & Co	186	4647 Watson &
Wells Elizabeth	4467	DS	John Hobrusack et. al.	100	4628 Wentz Lo
Weidman Adam	4602	"	Thomas Wasson et. al.	270	4657 Williams
Willison Robert A.	4489	"	John R. Rhodes	428	4612. Williams
Stolzenburg Mary E. et al	1830				4602. Wasson
Wilcox N. F. & Co	4425	"	Parmenter J. L.	573	1830 Stolzenbu
					4693 White R.

A B C D E F G H I J K L M Mc N O P Q R S T U V

180	4423. Woodburn R.S. Admrs of Broom	adds	Blotan W. H et al	43
186	4647 Watson A. N et al	"	Lenland J.L.	127
100	4628 Wentz L. C		Scott Alf et al	175
270	4687 Williams L.E et al	"	Gardner S.S Admr	197
428	4612. Williams R. B et. al	"	Fritz Bros	202
	4602. Wasson Thomas, et. al.	"	Adam Weidman	270
573	4830 Wetherbee Mary E. et al	"	Marion County Bank.	498
	4693 White R.H. et al	"	Lee L.H.	523

Wells Elizabeth	vs	John Hoobensack & Swift	100	
Weidman Hazel & co		T Hayne et al	148	
Watkins Helen M. Gunn &c. 1494	do	Kendall Eva B. et al.	1146	

A B C D E F G H I J K L M Mc N O P Q R S T U V W

Smith	100
	113
	1146

4740. Yarrington Wm H.	vs	Cole, Marcus C.	547	Summons &

A B C D E F G H I J K L M Mc N O P Q R S T U V W Y

547	Zwerner jr III	4567	aan	Schiedam j. R.	149

A
B
C
D
E
F
G
H
I
J
K
L
M
Mc
N
O
P
Q
R
S
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Petition
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Pleas before his Honor John A Rice at a Term of the Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the county of Union of the Tenth Judicial District of the State of Ohio on the 16th day of April in the year of our Lord One Thousand Eight Hundred and Eighty three. Heretofore to wit: on the 2nd day of August A D 1882 the following petition was filed with the Clerk of said Court; to Wit:

	James W Robinson vs.	Court of Common Pleas Union County Ohio
Petition	Obediah Holmes Mary A Holmes James Hoover	Petition.
4071	& others Defts	

The said plaintiff says that on the 27th day of December 1879 the said Obediah Holmes and his wife Mary A Holmes executed and delivered to James Hoover their Mortgage deed for the following real estate situate in the said County of Union in the State of Ohio in Claiborne Township Beginning at a stone in the center of the road leading from Richwood to Essex at the South west corner of a lot owned by Sarah S Mills thence N 88 E with the line of Sarah S Mills lot 25 4/100 poles to a stone in the west line of the A & G W R R thence N 2° 35' W with the line of said rail way 14 2/11 poles to a stone thence N 84½ W 19 7/33 to the center of said road from Richwood to Essex, thence N 3° 50' E 10 14/33 poles to the place of beginning Containing one acre & 29/40 of an acre more or less And said Obediah Holmes & Mary A Holmes then and thereby Conveyed said real Estate to said Hoover in fee simple Subject to a condition of defeasance if said grantors shall pay a promissory note of the same date & even by said Obediah Holmes to said James Hoover for $32 5, with six per cent interest from its said date Dec. 27, 1879 & due one year after its said date Which period has long since Elapsed. Said Mortgage duly executed as aforesaid was by said Hoover left with the Recorder of deeds & Mortgages of said County for record January 23d 1880 & was Recorded Jany 30, 1880 in Vol 16 page 144. Said note is past due and no part of the principal or interest have been paid and on the 11th day of January 1882 Said Hoover for a valuable consideration paid by the plaintiff sold and Endorsed over to the plaintiff the said note and Mortgage and Waived demand and notice & guaranteed said note Collectable, but his personal liability as such Guarantor being $235 and the plaintiff is the owner and holder of said note & Mortgage A copy of which note is hereto attached with the Endorsements as follows to wit- "Richwood Ohio Dec 27, 1879 One year after date I promise to pay to the Order of James Hoover the sum of three hundred & twenty five Dollars with interest at 6 per ct from date Value rec'd. O. Holmes." Endorsed on its back "James Hoover"

There is due the plaintiff on said Mortgage the sum of

Thru hundred and twenty four dollars With 6 per Cent interest from
December 27th 1879. Which is a lien on said premises from the 23d of
Jany 1879. The following persons are reported as having some Claim
on said premises but the plaintiff is not able to state Whether they
have any interest in the same or not but he asks that they be made
defendants and they be required to set up by Answer any Claim
they may have to wit: Elizabeth Dickinson Elizabeth Wells W. J.
Woods Administrators of the estate of E. Morris dec'd Morris W. Hill
Adms of the Estate of W. J. Woods dec'd and C. E. Hill Adms de bonis
of E Morris dec'd. The plaintiff asks a decree against the said Obediah
Holmes for said sum of Three hundred and twenty four dollars with
interest since December 27 1879 And order of sale of said premis-
es to satisfy said Claim and for further proper relief

J. W. Robinson.

The State of Ohio Union County, ss.

James W. Robinson plff being duly sworn
deposes and says he believes the allegations of the foregoing petition are true.

J. W. Robinson.

Sworn to before me and signed in my presence by plaintiff this 7th of Aug 1882.

J. L. Burgner Clerk.

On the back of said petition a precipe was Endorsed Which reads as follows.

Precipe To the Clerk:

Issue Summons for the defts & Endorse "petition to foreclose
Mortgage for $325 With interest 27th day of December 1879.

J. W. Robinson.

On Aug 10th 1882 a precipes was filed with said Clerk Which reads as follows

Precipe J. W. Robinson vs. Obediah Holmes & others } Court of Common Pleas Union County Ohio.

4071

Issue Another Summons in this Case for C. E. Hill
Administrator of the Estate of E. Morris dec'd And Endorse "petition for
the foreclosure of Mortgage $325 With interest from the 27th of December 1879.
To the Clerk Aug 10. 1882

J. W. Robinson.

On the 3d day of August 1882 a Summons was issued by the Clerk of said
Court to the Sheriff of said County Which reads as follows:

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

We Command you to notify Obediah Holmes Mary
A. Holmes, James Hoover, Elizabeth Dickinson, Elizabeth Wells W. J.
Woods Adms of E. Morris dec'd Morris W. Hill Adms of W. J Woods dec'd
that they have been sued by James W. Robinson in the Court of Com-
mon Pleas of Union County. And that unless they answer by the 2nd
day of Sept A.D. 1882 the petition of said James W. Robinson a gainst
them filed in the Clerks office of said Court said petition will be
taken as true and judgment rendered Accordingly You will make
return of this Summons on the 14th day of August A.D. 1882. Witness
my hand and the seal of said Court this 3d day of August A.D. 1882 J. L. Burgner Clerk

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On the 14th day of August 1882 said Summons was returned by said Sheriff and filed Endorsed as follows:

Sheffs. Return. The State of Ohio } Sheriffs Return
Union County ss }

Recieved this writ August 3d 1882 at 4 o'clock P. M. and pursuant to its Command on the 11th day of August A.D. 1882 I Served the same by delivering a certified copy thereof with the endorsements thereon O. Holmes Mary A Holmes James Hoover & Morris Hill & Elizabeth Wells & W. J. Woods (Dec'd) Elizabeth Dickenson resides in Hardin County Ohio. Sheriffs fees $6.47 John Hoobensack Sheriff.

On the 10th day of Aug. 1882 a Summons was issued which reads as follows.

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

We Command you to notify C. E. Hill Admr of the Estate of E. Morris dec'd. that he and others were sued by James W. Robinson in the Court of Common Pleas of Union County And that unless he Answer by the 9th day of Sept A. D. 1882 the petition of said James W Robinson 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 August A D 1882. Witness my hand and the Seal of said Court this 10th day of August A.D. 1882.

Seal

J. Z. Burgun Clerk.

(Endorsed) In action for Foreclosure of Mortgage $326 with interest from the 27th day of Dec. 1879.

Aug 21st 1882 said Summons was returned by said Sheriff and filed by the Clerk with Sheriffs return Endorsed thereon which reads as follows:

Sheriffs Return The State of Ohio }
Union County, ss, }

Recieved this writ August 18th A. D. 1882 at 10 Clock P. M. and pursuant to its Command on the 11th day of August A.D. 1882 I Served the same by delivering a true Copy thereof with the Endorsements thereon to the within named defendant.

Fees $3.06 John Hoobensack Sheriff.

On the 14th day of August 1882 the Answer of Obediah Holmes and Mary A Holmes was filed with the Clerk. It reads as follows.

Answer. James W. Robinson Plaintiff vs. Obediah Holmes Mary A Holmes James Hoover et al Defendants 1st Def. } State of Ohio Union County ss. Court of Common Pleas. Answer of Obediah Holmes & Mary A. Holmes.

Now comes the said Obediah Holmes and Mary A Holmes and for answer to the petition of the plaintiff say said note and mortgage as set out in said petition of the Plaintiff is and was given wholly without Consideration to and in behalf of said defendants Obediah Holmes and Mary A. Holmes and without any benefit to them whatever.

2d Def. For a further defense to said note and mortgage

the said defendants Obediah Holmes and Mary A Holmes ex-
ray said note was given in renewal of and instead of a note
given by the said Obediah Holmes and Charles Holmes for the sum of
$325.00 and which note was given for a patent right territory includ-
ing three Counties in Ohio to wit: Crawford Ashland and Marion
and the State of Western Va and upon the further Contract and
Agreement that if said defendants would Execute said note
and mortgage to the said James Hoover to whom it was given
and with whom said Contract was made and who was the owner
and holder of said first mentioned note so that said Hoover could
negotiate the same and get the money thereon & then he the said Hoover
would take said Territory to wit the Counties of Crawford Richland
and Marion in the State of Ohio and all of West Virginia and sell
the same and cancel and pay off said note and mortgage upon the
same Cann and and keep these defendants Clear from any expense
in any manner whatever in relation to said note and mortgage as
set out in the petition of the Plaintiffs.

3d Def. For a further defense to said action the defendants Obediah
Holmes and Mary A Holmes his wife say that as a part of said
agreement and at the same time of executing said note and mort-
gage it was agreed by and between the said defendants and James
Hoover that said Hoover was to take about $80.00 Dollars worth of
said patent right and fixtures which consisted of Breads Burglar
Alarm and fixtures which was to apply as a Credit and part pay-
ment of said note to the value of $80.00 Defendants Holmes and wife
say that said James Hoover has wholly neglected and refused to do
or perform any part of the Contract or agreement with said defendants
except that he took about $12 of said goods and for which he has given
no Credit to these defendants or Anyone else in their behalf but that
he neglects and refuse to sell and dispose of said territory above descri-
bed or to do anything stipulated in said Contract that was to be the con-
sideration for said note and mortgage. The defendants Obediah Holmes
and Mary A Holmes therefore pray that said action be dismissed and
said note and mortgage be held for naught and that they go hence
without day and recover Costs.

J. M. Kennedy Atty for Defendants.

Reply 4071

On the 21st of Aug 1882 an Answer was filed by James Hoover with the Clerk
which reads as follows:

Answer 4071

James W. Robinson vs. Obediah Holmes Mary A. Holmes James Hoover et als | Court of Common Pleas Union County Ohio. Answer.

Now comes James Hoover to answer to the
plaintiffs petition & the answer of Obediah Holmes & Mary A Holmes
& says that he denies that said note and mortgage was made with-
out Consideration and denies that he made the agreement and
Contract set up in said answer in the second defense & says
he admits that he received about five or six dollars of goods of

said Holmes under an agreement to return the same if he did not use them but he denies that he got more than that amount and says that he never used them and they are ready to be returned on demand and all the other allegations of said third defense are denied.

Second. This defendant further says he became the owner of the $325 note given by said Holmes to John Mail for a patent-right territory as alleged in said answer and this defendant says that after said note became due and more than a year after said first note was given the said Obediah Holmes and wife in settlement and payment of said note payable to said John Mail executed the note and mortgage mentioned in said petition to this defendant & for and in consideration of said first-note and for no other considerations whatever and this defendant further says that the said Holmes knew the defendant was about to sell said note and mortgage and directed this defendant to sell the same & he would pay it & said Holmes repeatedly told this defendant that he would pay the note and mortgage up to the time he sold and assigned them to plaintiff & this defendant told the plaintiff that the said Holmes had so promised before he bought the same & said Holmes made no complaint of the said note to this defendant until after this suit was brought.

James Hoovers.

The State of Ohio } ss,
Union County } James Hoover Deposing duly sworn deposes and says he believes the allegations of the foregoing answer are true.

James Hoover

Sworn to before me and signed in my presence this 21st of Aug 1882

Tabor Randall Deputy Clerk.

On Aug 21. 1882 the Plaintiff filed his reply with the Clerk of said Court which reads as follows to wit:

James W Robinson vs. Obediah Holmes et als. } Court of Common Pleas
Reply of Plff. Union County Ohio

Reply

4071

The plaintiff for reply to said defendants answer says he has no knowledge of the matters and things set up in said answer & never heard of the same until he saw the said answer but from representations now made to this plaintiff by said Hoover and from information and belief this plaintiff denies all the allegations of said answer

Second This plaintiff for further reply to said answer says the said defendants are estopped from setting up said defense for this that said note and mortgage were given for the express purpose of being sold by said Hoover as said Hoover Holmes well knew and said Holmes many times even up to the time this plff bought said note and mortgage informed said Hoover that he would pay said note & mortgage & when said Hoover would inform said Holmes of his intention of selling the same

said Holmes told him to do so and it would be all right and he would pay it all of those claims said Hoover made to this plaintiff before he bought said note and mortgage & this plaintiff says that he relied on said statements & he says he had no intimation whatever that the said defendants had any defense or pretended to have any defense against said note and mortgage and he says he would not have bought the same if he had had the least intimation of such pretended defense or if he had been told by said Hoover that said Holmes told him that it was all right & he would pay the same & pff says it would now be a fraud upon the plaintiff if the defendant shall be allowed to make a defense which existed prior to the time he made said declarations and therefore he prays decree as he did in his petition.

J.W. Robinson

The State of Ohio Union County, ss.

J.W. Robinson being duly sworn deposes and says he believes the allegations of the foregoing reply are true.

J.W. Robinson.

Sworn to before me and signed in my presence this 21st of Aug 1882.

Jabon Randall Depy Clerk.

On the 27th day of April 1883 the defendants Obediah Holmes and Mary A Holmes filed their "Amended Answer" which is as follows to-wit:

Amended Answer

4071

James W Robinson vs Obediah Holmes et al Defendants

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

Now comes the said Obediah Holmes and Mary A Holmes and for Answer to the plaintiffs petition say That they have no means of knowing and do not know whether the plaintiff has any interest or ownership in the note and mortgage mentioned in the petition and they therefore deny and ask proof of the same. Further answering they say that they deny that plaintiff paid any valid consideration for the note and mortgage mentioned in the petition

Further answering the defendants say that there was no consideration for the note and mortgage mentioned in the petition and that if the plaintiff has purchased the same he did so long after the said note was due and that he did not pay the full value thereof and that he had notice of the defences to said note as hereinafter stated and knew said note was without consideration. These defendants say that the said note and mortgage was obtained from them under the following circumstances that about a year before the date of the said note and mortgage the said Hoover and one John Mail were operating in patent rights and said Mail obtained from said O. Holmes & his son Charles a note of about $325 for certain patent-rights and patent rights territory consisting of the counties of Crawford Richland and Ellsworth and the East of West Va That said Mail when he obtained said original note made false representations about the same and agreed and promised that if said note was made in consideration thereof he said Mail would help all half

of said Territory and that he had offers for and could sell half of said Territory for more than Enough to pay said note and that he would furnish the said patent invention which was a pretended burglar alarm and would not call on the said Holmes for any money until he made more for them than Enough to pay said note &c. That said Mead failed to keep any part of his agreement and the said pretended patent right and Territory proved entirely useless and worthless and the said Mead when he made said representations knew them to be false and did not intend to keep his agreement whereby said note and the consideration therefor wholly failed. That afterwards said Hoover who was also operating with said Mead in the same patent and who knew of the agreement and arrangement between the said Mead & these defendant Holmes and who knew said note was given for a patent right Came to these defendants and represented that he was the owner and holder of said note so given for a patent right and wanted to make some arrangement for its collection thereupon these defendants refused to pay the same and claimed the defense to the same that said note was given for a patent which was worthless and that said note was without consideration &c. Thereupon said Hoover represented to these defendants that he could handle said Territory and that he had ample knowledge of said patent and that it was of great value and that if these defendants would execute the note and mortgage mentioned in the petition so that he the said Hoover could deposit the same as collateral security then he could and would raise money and go on and manufacture said patents right and that before said note and mortgage was due he could and would dispose of said patent right Territory for much more than Enough to pay for said note and mortgage and would return said note and cancel said mortgage and not require these defendants to pay any part of the same. That all he wanted of said note and mortgage was to deposit as collateral security to borrow money on and he could and would wholly free these defendants from any further trouble in regard to said original transaction and thus avoid trouble and litigation. Therefore without any consideration whatever and for no other purpose or reason than as above shown these defendants made said note and mortgage and delivered the same to said Hoover. That said J. W. Robinson purchased said note after due if he purchased the same at all and subject to the defenses herein set forth. That said Hoover never performed any part of his agreement and the consideration for said note and mortgage has wholly failed. That said Hoover never had any legal claim against these defendants. That he procured the said note and mortgage by reason of the representations and promises aforesaid Wherefore these defendants pray that said note and mortgage may be cancelled by order of the Court and the prayer of said

petition dismd but if the Court should be of the opinion that
these defendants should pay said note to said plaintiff then that
they may have judgement against said Hoover for the full amount
of note and mortgage and for all proper relief.
J. S. Cameron and J. M Kennedy Attys for O Holmes & wife.

State of Ohio Union County ss.
O. Holmes being duly sworn says the facts
stated and allegations made in the foregoing Answer are as he
believes true
O. Holmes.
Sworn to before me and signed in my presence this 27 day of April 1853.
J. D. Burgun Clerk.

On the 27th day of April 1853 the plaintiff filed his Reply to the amended
Answer of the defendants which reads as follows to wit:

Reply

James W Robinson vs. Obediah Holmes et als } Court of Common Pleas Union County Ohio.
Reply to Amended Answer

4071

Now comes the plaintiff for reply to the defendants Amended Answer says he has no personal Knowledge of the matters and things Alleged in said answer and for the purpose of demanding proof thereof says he denies all of the allegations of said Answer. For a further reply the plaintiff says the said defendants are estopped from setting up said defenses against the plaintiff for this that said note and mortgage were given after all the facts Alleged in said Answer were known to the defendants for the express purpose of being told by said Hoover as said Obediah Holmes well knew and said Holmes many times even up to the time this plaintiff bought said note and mortgage informed said Hoover that he would pay said note and mortgage And when said Hoover informed said Holmes of his intention to sell the same said Holmes told him to do so and it would be all right and he would pay it and all these statements the said Hoover made to this plaintiff at & before the plaintiff bought the same and this plaintiff says that he relied on the truth of said statements and says he had no knowledge information or intimation from any source whatever that the said defendants had any defense or pretended to have any defense against the said note and mortgage or that said note and mortgage had any connection with any patent rights or other thing which is alleged in said answer and says he would not have bought the same if he had the least intimation of such pretended defense or if he had not been told as aforesaid by said Hoover and believed that the defendant told him it would be all right for him to sell said note and mortgage and he would pay the same and the plaintiff says it would operate as a fraud upon the plaintiff to allow defendants to make said defense which existed as he well knew (if it existed at all) prior to the said declaration by the said defendants Wherefore plaintiff prays that a decree and order of sale may be made as prayed for in his original petition.
J. W. Robinson

Entry

4071

The State of Ohio Union County SS,

J. W. Robinson plff herein duly sworn says he is informed and believes the allegations of the foregoing reply are true in substance & fact.

J. W. Robinson

Sworn to before me and signed in my presence this 28th of April 1883.

J. D. Burgner Clerk.

On the 29th day of May 1883 an Entry was made by the Clerk on the Journal of said Court which reads as follows to-wit:

Entry

James W. Robinson vs. O. Holmes et als } No 4071.

4071

This day this Cause came on to be heard upon the petition and answer of the defendants & the reply of plaintiff and the Court said from the testimony for the defendants Obediah Holmes & wife Mary J Holmes and it appearing that James Hoover is not a proper party hereto and that Charles Holmes who was interested in said claim is not a party hereto It is ordered by the Court that said James Hoover be dismissed without prejudice to any rights he may have under said mortgage & it is ordered by the Court that this petition be dismissed at plaintiffs Costs without prejudice to the rights of James Hoover to bring his action on said note and mortgage and the Court order plaintiff to pay the Costs herein within thirty days and in default of pay ment Execution issue thereon as upon judgements at law.

Attst: J. D. Burgner Clerk.

Pleas begon his Honor John A Price at a term of the Court of Comm-
-on Pleas begun and held at the Court House in the town of Marysville
within and for the County of Union of the Tenth Judicial District of the
State of Ohio on the 16th day of April in the year of our Lord One
Thousand Eight hundred and Eighty three.

Whereon to-wit on the 22nd day of Dec. 1882 the following petition was
filed with the clerk of said Court to-wit:

Petition

Sarah E. Graham Plaintiff } In the Court of Common Pleas of
vs. Union County Ohio.
William Graham Defendant. } Petition.

Petition

1163

Plaintiff says: That she has been a res-
-ident 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 13th day of August
A.D. 1878 at said County of Union she was married to the defendant.
Then was born of such marriage one child viz. Elbert Graham aged
two years October 18th 1882. The said Plaintiff has always conducted her-
-self towards defendant as a faithfull and obedient wife but the de-
-fendant disregarding his marital duties towards said plaintiff
did on the 17th day of November A.D. 1882 at the hotel in West-Liberty
Logan County Ohio Commit Adultery with one Mary Schultz. The defend-
-ant further disregarding his marital duties towards said Plaintiff did
on the 5th day of Dec. A.D. 1882 at the Kerr Hotel in the City of Marion
County of Marion and State of Ohio Commit Adultery with said Mary
Schultz. The defendant is possessed of the following property to wit:
The Estate in Remainder (After the death of this plaintiff) in about Thirty
two acres of land in Rush Township in the County of Champaign and
State of Ohio and bounded on the north by the lands of John Holycross, on the
East by the land of the heirs of Abraham Spain deceased, on the South by the
lands of Horace Graham and Isaac McClung and on the West by the
lands of the C. L. P. & O. R.R. Co. Also one undivided one fifth interest in
forty three acres of land part of Virginia Military Survey No 102 in Allen
Township Union County Ohio bounded on the north by the lands of Patrick
Cady on the East by the lands of Daniel Belty, on the South by the Marys-
-ville and North Lewisburgh Gravel road and on the West by the lands of
Daniel Belty Jr and Andrew McElwain, Also a life estate in the re-
-maining four fifths of said last above described tract of land,
Also personal property Amounting to about Six Hundred Dollars.
Wherefore the Plaintiff prays that She may be divorced from the defendant
and may be restored to her Maiden name of Sarah E. Bling and that
She may be decreed to have reasonable Alimony the Custody of said Child
and for all other proper relief in the premises.

W. T. Hoopes & John M Brodrick Attorneys for Plaintiff

Attached to & endorsed on said petition & filed therewith is the following Precipe.

Precipe. To the Clerk:

Issue Summons accompanied by Copy of the within Petition to the
Sheriff of Union County Ohio returnable according to law Endorse Action for di-
-vorce & Alimony.

W. T. Hoopes and John M. Brodrick.
Attorneys for Plaintiff.

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Summons

On the 22nd day of Dec. 1882. Summons was issued as follows:

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

We Command you to notify William Graham that Sarah E. Graham 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 Adultery and asking that she be divorced from him and that she may have Alimony &c and for other proper relief. Said petition will stand for hearing during the term of said Court that Evening, and six weeks from and after the service of this writ. You will make return of this writ on the 1st day of January A.D. 1883. Witness my Signature as Clerk of our said Court of Common Pleas, and the Seal of said Court at Marysville this 22 day of Dec. A.D. 1882.

Seal

J. D. Burgan Clerk

(Endorsed) "Summons in Action for divorce and alimony."

Return.

Jany 27th 1882. Summons returned by the Sheriff and filed with the Clerk Endorsed with the Sheriffs return thereon as follows: "Received 4 O'clock P. M. on the 22nd day of December A. D. 1882. And on the 27 day of Dec A D 1882 I served the same by leaving at the usual place of residence of the within named defendant a true Copy thereof with the Endorsements thereon Also a copy of the Petition Service 30. Copy 20 Mileage 170 Total $2.20

John Hobensack Sheriff.

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

Entry

Sarah E. Graham } No 4163.
vs.
William Graham }

4163

This day came the parties by their attorneys and thereupon this Cause came on to be heard upon the petition and Evidence on Consideration whereof the Court being fully advised in the premises do find that the allegations of the plaintiffs petition are true That said Plaintiff was a resident of the County of Union and State of Ohio for more than one year before filing the petition. That the parties were married as stated in said petition and that the defendant has been guilty of Committing Adultery as stated in said petition. The Court further find that before the beginning of this suit the defendant had caused the lands hereinafter described to be conveyed to the Plaintiff for her life time and that said deed was without Consideration. The Court further find that the said Child Elbert Graham is now under the Control of the plaintiff. It is therefore Considered and adjudged by the Court that the marriage relation heretofore Existing between the said parties be and the same is hereby dissolved and both parties are released from the obligations of the same. It is further ordered that the Care Custody Control Nurture and Education of said Child Elbert Graham be forever confided to the said plaintiff Exclusively and by the express agreement and Consent in open

Court of said defendant William Graham the said William Graham is hereby forever Enjoined from interfering in any manner with said Elbert Graham or with the said Sarah E. Graham in her Custody Care Education or Control of said Elbert Graham and from visiting said Child until the further order of this Court. That the said deed of Conveyance Conveying said land to the plaintiff for life be and the same is hereby Set aside and annulled and the said plaintiff is hereby ordered to Convey the same to the defendant by deed of Quit Claim within thirty days from this date but said deed is not to effect the lien of said Plaintiff for Alimony herein granted. It is further ordered and decreed by the Court that the defendant pay the plaintiff as her reasonable Alimony the Sum of One Thousand Dollars to be paid in one year from this date Without interest And said defendant is also adjudged to pay the Costs of this procuding taxed at $ And it is ordered by the Court that said Allowance of Alimony be and the same is hereby made a Lien upon all the real Estate of said defendant And Especially upon the lands hereinafter mentioned and hereinafter described and for any balance remaining after Exhaustion thereof Executions awarded against said defendant. But said Alimony shall not be due and payable until after Execution by said plaintiff to said defendant of the deed herein ordered to be made and the said defendant is decreed the possession of said premises which are described as follows: Situated in the Township of Rush County of Champaign and State of Ohio. Part of Virginia Military Survey No 102. Beginning at a Stone at the North east Corner of lands formerly owned by Thomas Andas and the lands of Abraham Spains heirs, thence N 37° W 84 3/5 poles to the N. Y. P & O R.R. line, thence with said line S 63 1/2 W 76 poles to a Stone in said line, Thence S 37° E 28 3/5 poles to a Stone, thence N 53 1/2° E 13 poles to a Stone, thence S 37° E 50 1/2 poles to a Stone, thence N 69° E 24 poles to a Stone, thence S 36° E 3 poles to a Stone, thence N 54° E 30 4/5 poles to the place of Beginning Containing thirty two (32) acres and Eighteen (18) poles being a part of the lands formerly owned by William Andas deceased and being the same lands Conveyed by Jeremiah Poling to said Sarah E. Graham during life and after the death to William Graham ~~s~~ his wife by deed dated May 31st 1879 and Recorded in Volume 64 Page 106 of the Records of deeds of Champaign County Ohio

Attest: J. D. Bergner Clerk.

Petition
11189

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Pleas before his Honor John A. Price at a Term 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 10th Judicial District of the State of Ohio on the 14th day of January A D 1884.

Heretofore to wit on the 18th day of January 1883 the following petition was filed with the clerks of said Court to wit:

Petition

Mary E. Grow Plaintiff
vs.
Samuel Grow Defendant

Union County Court of Common Pleas Ohio.
Petition.

4189

Your petitioner Mary E. Grow of the County of Union Ohio represents that she has been a resident of the State of Ohio for the year last past and is a bona fide resident of said County of Union. Your petitioner further represents that on or about the 30th day of December A D 1877 at the County of Union and State of Ohio she was married to the defendant Samuel Grow and that she has always conducted herself towards the said defendant as a good and faithful wife yet the said petitioner avers that the said defendant disregarding his duties of a husband towards your petitioner and has been guilty of extreme Cruelty towards your petitioner on or about the

day of August A D 1882 he did brutally assault the Plaintiff violently pushing the plaintiff with great force and violence on and against the porch of the dwelling house where they resided also at the same time using vulgar and obscene language toward your petitioner. Your petitioner further says that it has been a habit of the defendant ever since within three months of their marriage that he has called your petitioner a damned Bitch and a Damned Whore and sworn at and cursed the plaintiff as often as two or three times a week ever since that time and has violently thrown her rocking Chair out in the yard and at the same time broke her flower Crocks this was on or about the Summer A D 1881 the exact date she is unable to state. That on or about the first of Dec A D 1882 the defendant violently cursed and abused the plaintiff threatening to kick her damned guts all over the house. Plaintiff further says that on or about the 17th day of December A D 1882 the defendant violently assaulted struck beat and wounded the plaintiff by striking her a violently with his fist causing her great agony and suffering from which she did not recover for more than two weeks. Plaintiff further says that she has two Children living with her by her former marriage Charlie Lewis and Georgie Lewis respectively 16 and 9 years old whom the defendant agreed to support at and before the marriage and plaintiff avers that in addition to being cross and abusive to this plaintiff he has been cruel and abusive to the oldest Child Charlie Lewis often whipping him excessively during their marriage they have had born unto them Kate May Grow now almost 4 years old she being the only fruits of said Marriage Plaintiff further says that she has loaned to the defendant at different times in small sums of money one hundred and forty Eight Dollars that came to her out of her former husbands estate

and was her Separate property. Said former husbands name was William Lewis Now deciasid. Plaintiff further says that said defend-ant is the owner of the following described Real estate Situate in the vil-lage of Marysville County and State aforesaid to-wit: All of lot No 193 and the South half of lot No 192 and the fee in remainder in lot-No 172 in said Village of Marysville Also three hundred and twenty Acres (320) of land in the State of Missouri A more compleat description She is unable to give. Plaintiff therefore prays that the writ of Sum-mons issue to said defendant and that he be notified of the pen-dency of this petition. Plaintiff further says the defendant is the owner of one Span of horses, Two two horse wagons; Necessary Gearing for said horses and about 10 acres of Corn in the field. That unless your petitioner has filed her petition against said the defendant said defendant will sell or dis-pose of or encumber all of said Real and personal property so as to place the same beyond her reach so that She can not get her reason-able Alimony or her pay for the money She has Already advanced and loaned him the said defendant And She asks that an order of in-junction may issue from this Court restraining him from in any manner incumbering or disposing of any of Real or personal Estate hereinbefore described until further ordered by this Court and that She is Wholly unable to give bond to the Court therefor. Your petitioner further prays that She be divorced from the defendant that She have the custody Care and Control of their infant daughter Kate May Grow and that She have reasonable Alimony decreed her out of said property As well as be repaid her money as hereinbefore Stated And for all proper relief.

J. M. Kennedy Atty for Plaintiff

State of Ohio Union County ss.

Mary E Grow being duly Sworn says the facts And allegations of the foregoing petition are true

Mary E. her + mark Grow

Subscribed and Sworn to before me by the said Mary E. Grow this the 18th day of Jan 1883.

J. D. Burgun Clerk.

On the day said petition was filed the Court granted an injunction which reads as fol-lows.

4184

Mary E. Grow
vs. No 4118
Samuel Grow

Court of Common Pleas Union County Ohio.

Allowance of injunction.

It being shown to my satisfaction that an injunction ought to be allowed in this case and injunction is granted as prayed for in the petition Enjoining and restraining the said defendant from En-cumbering or disposing of any of the real estate or personal property men-tioned and described in the petition until the further order of this Court Said order of injunction is granted and allowed Without any bond being given by the said plaintiff

Jan 18. 1883.

John A. Price Judge.

On Jan 19th 83 a precip was filed with the Clerk which reads as follows:

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Pracipe

Mary E. Grove Plff. vs. Samuel Grove Defd. } Court of Common Pleas Union County Ohio
Marysville Jan. 19. 1883

To the Clerk of said Court: Issue Summons and Copy of Petition in the above case Indorse Injunction Allowed prayer of petition for divorce Alimony and Custody of Child Returnable according to law.

J. M. Kennedy Atty for Plff.

On Jan. 19th 1883. Summons was issued by the Clerk which reads as follows.

Summons

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

You are Commanded to notify Samuel Grove that Mary E. Grove has filed in the office of the Clerk of the Court of Common Pleas of Union County and State of Ohio, a petition (a true Copy of which is herewith delivered to you to be served on him) Charging him with Cruelty &c. And asking that She be divorced from him And that She may have Alimony and Custody of Child and for other proper relief. Said petition will stand for hearing during the Term of Court next ensuing, and Six WEEKS from and after the service of this writ. You will make return of this Summons on the 29th day of Jan A.D. 1883. Witness my Signature as Clerk of our said Court of Common Pleas and the Seal of said Court; at Marysville this 19th day of Jan. A.D. 1883.

J. L. Burgan Clerk.

(Endorsed) "Injunction Allowed. Prayer for divorce Alimony & Custody of Child" Jan 29th A D 1883. Summons returned and filed by the Sheriff with his return endorsed thereon which is as follows to-wit:

Return

Received 3 O'clock P M, on the 19th day of January A D 1883; and on the 22nd day of January A.D. 1883 I Served the same by delivering a Copy of the petition and a true Copy of this writ with the Endorsements thereon to the within named Samuel Grove. Fees $.92.

J. Hoovensack Sheriff.

On Jan 19th 1883 a Motion was filed with the Clerk of said Court which reads as follows.

4189

Motion

Mary E. Grove Plaintiff vs. Samuel Grove Defendant } Union County Court of Common Pleas Ohio Motion.

Now Comes the Plaintiff Mary E. Grove by her Attorney J. M. Kennedy and moves the Court for an Allowance of Alimony pending this suit for herself and her Minor Child She being entirely without the means of support said Motion will be for hearing at the Court House in said County on the 26th day of January 1883 by Affidavit and otherwise.

J. M. Kennedy Atty for Plaintiff.

On the same day Jan 19th 1883 a Motion was filed with the Clerk of said Court which reads as follows

Over

Notice

Mary E. Grow Plaintiff vs. Samuel Grow Defendant | Union County Court of Common Pleas. Notice.

4189

The defendant Samuel Grow will take notice that the plaintiff Mary E. Grow will make an Application to the Court at Marysville Ohio at the Court House on the 26th day of January 1883 for an Allowance of alimony pending the above named suit. Said motion will be for hearing to the Court at 10 O'Clock A. M. of said day upon Affidavits and other Testimony

Mary E. Grow By J. M. Kennedy Atty for Plff.

Sheriffs Return

The return of the Sheriff endorsed on said notice reads as follows to-wit: "Received this notice Jan 19th 1883 and on the 7th day of January 1883 served the same by delivering the within named Samuel Grow a True Copy of this notice. Sheriffs Fees 66.

J. Holbrook Sheriff U. Co. Ohio.

Return

On the 8th day of Jan 1883 An Entry was made by the Clerk on the Journal of said Court which reads as follows to-wit:

Entry

Mary E. Grow vs Samuel Grow | Cs 4189. Entry

This day this Cause came on to be heard upon the Plaintiffs Petition for an order of injunction restraining the said Samuel Grow from disposing of the real estate and personal property therein described And the Court being fully advised in the premises do hereby grant said injunction It is therefore ordered by the Court that the defendant be Enjoined from Encumbering or disposing of any of the Real Estate or personal property described in plaintiffs petition until Junction ordered by the Court

Verdi Exonas 4189

On the 2nd day of Feb 1883 an entry was made by the Clerk on the Journal of said Court which reads as follows to-wit:

Entry

Mary E. Grow vs 4189 Samuel Grow | This day this Cause came on to be heard upon the Motion and Notice of Plaintiff for alimony pending said suit And the Court being fully advised in the premises do find and sustain said Motion and it is ordered that the defendant pay said Plaintiff or her Atty. the sum of fifty dollars within thirty days from this date and in default thereof that Execution issue thereon And it is further ordered that the injunction heretofore issued and obtained in this case be dissolved except as to the South half of Lot 192 as described in said petition and the reversionary interest in Lot 172 in the Village of Marysville Ohio And this is also dissolved as all of the personal property And leave is given to both parties to withdraw the affidavit heretofore filed in this Case And this Cause is Continued

On the 28th day of April 1883 an Execution was caused to be issued and was issued by the Clerk of said Court in obedience to a Precipe filed with him by Plaintiffs Atty. which Execution reads as follows.

Execution

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

You are hereby Commanded to Cause to be levied of the goods and Chattels, and for want thereof, then of the Lands and

Cumberland in your County of Samuel Grow the sum of Fifty Dollars and Nine and 21/100 Dollars costs of suit which by the Judgement of the Court of Common Pleas within and for the said County at the Jan Term thereof A.D.1883 Mary E. Grow recovered against said Samuel Grow with interest thereon from the 3rd day of March A.D. 1883 until paid And also the costs of increase on said Judgement 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 Mary E Grow and have you then and there this writ with your doings endorsed thereon.

Witness My hand and the seal of said Court at Mary ville this 28th day of of April A D 1883.

J. D. Burgner Clerk.

May 19th 1883. Said Summons returned and filed by the Sheriff of said County with his Endorsement thereon as follows

Return — Received this writ on the 28th day of April 1883 And on the 30th day of April 1883 for want of goods and Chattels I levied on the following Lands and tenements Being South half of Out Lot No 193 in the Town of Marysville Ohio for further discription see Recorded in Recorders office of Union County Ohio Returned for want of time to Advertise

Fees $1.25

John Hoobensack Sheriff.

On May 21st 1883 a Vendi Exponas was caused to be issued by said Clerk by Precipe filed by Pltffs atty which reads as follows to-wit:

Vendi Exponas 4/189

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

Whereas by our writ of Fieri Facias we lately Commanded you that of the goods and Chattels, or for want thereof the lands and tenements of Samuel Grow in your bailiwick you cause to be made the sum of $50.00 And interest from March 3d 1883 which Mary E. Grow lately in our Court of Common Pleas before you and held at the Court House in Mary ville in said Union County on the 8th day of Jan 1883 Recovered against Samuel Grow as well as for damages which 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 lands and tenements. Being south half of Out lot No 193 in the Town of Mary ville Ohio. for further discription see Record in Recorders office of Union County Ohio. Therefore We Command you that you Expose to sale said property, to be by you in form aforesaid taken in execution, and have the money arising from such sale before our Court of Common Pleas at Mary ville this within sixty days from the date hereof, to render to the said Mary E. Grow and if said property remaining in your hands not sold Shall in your opinion, be insufficient to satisfy said Judgement then levy this writ on goods and Chattels of said Samuel Grow and for want thereof then levy on other lands and tenements of said Samuel Grow Supposing with said personal property sufficient to satisfy said Judgement and have you

thin and thru his writ:
Witness My hand and the seal of our said Court of Common Pleas at-
Mary ville this 21st day of May A.D. 1883.
Seal J. L. Burgun Clerk
On the 29th day of June A D 1883 said Execution was returned and filed with
the Clerk by the Sheriff with his Endorsement thereon Which is as follows.

Sheriffs Return
The State of Ohio
Union County ss

In obedience to the Command of the vendi. hints annexed. I did on
the 22nd day of May 1883 summon C. Houston Samuel McAllister & W.H. Robb-
ins disinterested freeholders of said County Who were by me duly
Sworn to view and Appraise the Lands and Tenements therein discribed
And afterwards on the 22nd day of May 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 $ 550.00 Dollars. A certified Copy of said Appraisal I
for thwith deposited in the office of the Clerk of the Court of Common Pleas
of said County. And on the 22nd day of May 1883 I caused to be adver-
tised in the Marysville Tribune (a newspaper printed and published
and of Genral circulation in Union County) said Lands and Tene-
ments to be sold at public sale at the door of the Court House of said
County on the 23d day of June A.D. 1883 at 1 O'Clock P.M. of said day
And having advertised said Lands and Tenements for more than thirty
days previous to the day of sale, to-wit: 5 Consecutive weeks: in pursu-
ance to said notice I did on the 23d day of June 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 Untold for want of Bidders.

John Hoobensack Sheriff.

On Sept 3d 1883 the following proof of publication was filed with the Clerk
of said Court to-wit:

Sheriffs Sale

Proof
Mary E. Goro
vs
Samuel Goro
} On Venditioni Exponas.

4189

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 23 1883 at or about the hour of One O'clock P M on said
day the following discribed real estate to wit: Situate in the Village of
Marysville County of Union, State of Ohio, And being Known and
discribed as being the South half of Lot-No 193 in said Village.
For a more Compleat discription Reference is hereby made to the Re-
-Corded Plat of said Village. Appraised at $ 550.00 Terms of sale Cash

J. M. Kennedy Atty
John Hoobensack Sheriff.

The State of Ohio
Union County ss.
} The undersigned being duly sworn says that a Copy of
the annexed notice was published four consecutive
weeks in the Marysville Tribune a newspaper of Genral circulation
in the County of Union. the first publication beginning with May 1st 1883.

W. O. Shearer.

Sworn

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Sworn to and Subscribed before me this 3d day of Sept 1883.
J. D. Burgner Clerk.

On the 5th day of July 1883 a Vendi Expo. was caused to be issued by the Clerk of said Court to the Sheriff by a precipe which is as follows to wit:

Vendi Exponas 4189

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

Whereas by our writ of Fieri Facias we lately Commanded you that of the goods and Chattels, or for want thereof of the Lands and Tenements of Samuel Grow in your bailwick you Cause to be made the Sum of $50.00 with interest from Feb 3d 1883. Which Mary E. Grow lately in our Court of Common Pleas began and held at the Court House in Marysville in said County of Union on the 8th day of Jany 1883 recovered against Samuel Grow as well for Damages which she 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 Lands and Tenements Being South half of the lot No 193 in the town of Marysville Ohio. For further discription of Record in Recorders office of Union County Ohio appraised at $550.00 which remained in your hands unsold

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 at Marysville Ohio within fifty days from the date hereof, to render to the said Mary E. Grow and if said property remaining in your hands not sold shall in your opinion, be insufficient to satisfy said Judgement then levy this writ on goods and Chattels of said Samuel Grow and for want thereof, then levy on other Lands and Tenements of said Samuel Grow sufficient with said property unsold to satisfy said Judgement and have you then and there this writ.

Witness My hand and the Seal of our said Court of Common Pleas at Marysville this 5th day of July A. D. 1883.

Seal

J. D. Burgner Clerk

On Sept 3d 1883 said Sheriff returned and filed his return Attached to said Vendi Exponas as follows to wit:

Return. The State of Ohio } In obedience to the Command of the Vendi herein an-
Union County ss } nexed, on the 10th day of July 1883 I caused to be advertised in
4189 - the Marysville Tribune (a newspaper printed and published and of
General circulation in Union County) said lands and tenements to
be sold at Public sale at the door of the Court house of said County
on the 11th day of August A D 1883 at one o'clock P M. of said day.
And having advertised said lands and tenements for more than
thirty days previous to the day of sale to wit: I did on said 11th day
of August 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 Joseph Roff who bid the
Sum of Three Hundred and Sixty seven ($367.00) Dollars and said
Sum being more than two thirds of the Appraised value thereof.

and said Joseph Roff being the highest and best bidder therefor, & then and there publicly sold and struck off said and tenements to him for said sum of Three Hundred and Sixty seven Dollars $367 00.

John Hoovensack Sheriff.

On said 3d day of Sept: 1883. Proof of the advertisement of said lands and tenements was filed as follows to-wit:

Sheriffs Sale.

Advtsmt. Mary E. Grow vs. Samuel Grow } On Vendi Exponas.

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 South door of the Court House in Marysville Ohio on Saturday August 11th 1883 At or about the hour of one o'clock P. M. on said day the following described real estate to-wit: Situate in the Village of Marysville County of Union. State of Ohio and being known and described as being the South half of the lot No 193 in said Village. For a more complete description reference is hereby made to the Recorded Plat of said Village. Appraised at $650 00. Terms of Sale Cash.

J. M. Kennedy Attorney

John Hoovensack Sheriff.

July 11. 1883

The State of Ohio } The undersigned being duly sworn says that a copy of the Union County ss } 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 11. 1883.

W. D. Stuart.

Sworn to and subscribed before me this 3rd day of Sept. 1883.

J. R. Burgner Clerk.

On the 4th day of Sept: 1883 an Entry was made on the Journal of said Court by the clerk which reads as follows: to-wit:

Entry. Mary E. Grow vs. Samuel Grow } No 4189. Entry

4189

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 Carefull Examination of the proceedings of the said Sheriff being satisfied that the same have been in all respects in Conformity to Law and the orders of this Court it is ordered that the said Sheriff Convey to the purchaser Joseph Roff by deed according to law the property so sold and said purchaser is hereby subrogated to all the rights of said lienholders in said premises so far as they may be paid herein and a writ of possession is awarded to put said purchaser in possession of said premises and the Court coming now to the distribution of the proceeds of said sale amounting to $367 00 Dollars it is ordered that the Sheriff out of the money in his hands pay Taxes of 1882 due June 20 1883 being $2 54 Secondly the Costs of this action taxed at $ being all costs herein up to date: Thirdly the Plaintiff thirty three Dollars on her judgement for Alimony

Ans &c.

Motion 4189

Fourthly that said Sheriff retain in hands Twenty five Dollars of said money until the further order of this Court and pay the remainder to said defendant.

On the 28th day of August 1883 the defendant filed his answer and cross petition which reads as follows to-wit:

Ans. &c. | Mary E. Grow Plaintiff vs. Samuel Grow Defendant | The State of Ohio Union County Court of Common Pleas

4189

Answer and Cross Petition.

And now comes the said defendant and for answer and cross petition herein says: That he denies each and every allegation of plaintiffs petition, except the allegation as to his residence, the one as to their Marriage, the one as to the birth of their Child and the one as to defendants real estate. Defendant further says that plaintiff did not conduct herself towards him as a faithfull and dutiful Wife. That she refused to live with defendant for more than two years prior to the time she deserted him and refused to have anything whatever to do with this defendant: That during the time of their marriage plaintiff was guilty of Adultery with divers persons &c frequently visited houses of bad repute for chastity and that since the filing of the petition by the plaintiff she has several times been guilty of the act of Adultery. That said plaintiff deserted the said defendant and left his house which he was away and took away the house hold goods and part of the personal property belonging to defendant. That said plaintiff left the house of defendant without any just cause. Said defendant therefore prays that the petition of plaintiff be dismissed; that he may be divorced from said plaintiff; That the custody of said Child be decreed to him and for all other proper relief.

Powell & Fulton Attys for Defl.

The State of Ohio } Union County, ss, } Samuel Grow being first duly sworn according to law says the facts stated and allegations in the foregoing Answer and Cross petition are true as he believes

Samuel Grow.

Sworn to before me and subscribed in my presence this 28th day of August 1883.

J. L. Burgner Clerk.

Sept 4th 1883 the plaintiff by her Atty filed a Motion which is as follows:

Motion | Mary E. Grow Plaintiff vs. 4189 Samuel Grow Defendant | State of Ohio County of Union Motion. Court of Common Pleas.

4189

Now comes the plaintiff and moves the Court to strike out all that part of defendants Answer and Cross petition beginning and including the words: "That during the time of their marriage plaintiff was guilty of Adultery of bad repute for Chastity and that since the filing of the petition by the plaintiff she has several times been guilty of the act of Adultery because the same has been improperly plead and is irrelevant and incomplete as plead. J. M. Kennedy. Atty for Pltff.

On Sept 25th 1883 a Paper was filed with the Clerk by the defendant which reads as follows to wit:

Ans

4184

Mary E. Grow vs. Samuel Grow } The State of Ohio Union County, ss. Court of Common Pleas

And now Comes the said defendant and for answer and Cross petition herein says: He he denies Each and every allegation of plaintiffs petition Except the allegation as to her residence the one as to the birth of their Child and the one as to defendants Real Estate

Defendant further says that defendant did not Conduct herself towards him as a faithfull and dutiful wife, that she refused to share her bed with him the defendant for more than two years prior to the time she deserted him and refused to have anything to do with defendant. That said plaintiff deserted the said defendant and left his house when he was away and took away the household goods and part of the personal property belonging to the defendant That said plaintiff left the house of the defendant without any just Cause Whatever. Defendant further says that the facts alleged in the petition Even if they were true which defendant denies Condoned by the plaintiff and that since the filing of plaintiffs petition the said plaintiff and defendant have Cohabited together as man and wife. Defendant further alleges that the plaintiff Committed acts of adultery during their marriage with Joseph Ross at her fathers house in York Township in the fall after Marriage and others to him unknown and the times unknown and that since their marriage she frequently visited the houses of Mollie Long in Mary ville and Lucy St Clair in Milford Centre in said Union County both Evil houses of bad repute for Chastity the time of these visits the defendant is unable to state and that she Committed Adultery with one Timothy Grady in the woods Called Fox woods the time the defendant is unable to state and that since the Application of plaintiff for this divorce said plaintiff has been guilty of Adultery on or about the 25th day of August 1883 at the house where she resides in Mary ville but the name of the person with whom the act was Committed is unknown to defendant And About August 20 1883 at her house with Abram Whelpley and has guilty of the use of vile indecent and Obscene language during their Married life and of many acts of indecency and Lewdness both while the were living together as husband and wife and since her desertion. Defendant therefore asks that the petition of plaintiff be dismissed and that he may be divorced from said plaintiff: that the custody of the child may be decreed to him and for all other and proper Relief.

Powell & Fulton for Defendant.

The State of Ohio } Samuel Grow being first duly sworn says the facts Union County ss } Stated and allegations in his foregoing answer are true as he believes.

Samuel Grow.

Sworn to before me and subscribed in my presence this 25th day of Sept 1883.

J. L. Burgan Clerk.

Reply.

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On the 25th day of September 1883 a Reply was filed with the Clerk on the Journal of said Court which reads as follows to-wit:

Reply.

Mary E. Grow Plaintiff
vs.
Samuel Grow Defendant

State of Ohio Union County, ss.
Reply. Court of Common Pleas

Now comes the Plaintiff Mary E. Grow and for a reply to the Answer and Cross petition of the defendant says: That she denies each and every Allegation of said Answer and Cross petition that have not been plead in said petition. Plaintiff therefore prays as in her petition

J. M. Kennedy Atty for Plff.

State of Ohio
Union County ss, } Mary E. Grow being first duly Sworn says that the facts and allegations of the foregoing reply are as she believes them.

Mary E Grow
her
Mark

Sworn to and subscribed by the said Mary E. Grow before me this 26th day of September 1883.

J. D. Burgan Clerk.

On the 2d day of Oct. 1883 an Entry was made by the Clerk on the Journal of said Court which is as follows viz:

Entry

Mary E. Grow
vs.
Samuel Grow
} No 4179 Entry

4/89

This Cause came on this day to be heard on the petition the answer and Cross petition of the defendant the reply of the plaintiff and the Evidence and on consideration thereof 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 Union County Ohio and that the parties were married as set forth in said petition. The Court further find from the Evidence adduced that the defendant has been guilty of the facts charged in the said petition to wit extreme cruelty toward the plaintiff and that by reason thereof the plaintiff is entitled to a decree as prayed for. It is therefore ordered and adjudged by the Court that the Marriage Contract heretofore Existing between the parties Mary E. Grow and Samuel Grow be and the same hereby is dissolved and both parties are released from the obligations the same. It is further ordered that the Custody Care and Control of Kate May Grow be until further ordered Confided to said Samuel Grow with the privilege of and to the said Mary E. Grow of visiting and seeing said Kate May Grow at all proper times. And the Court find that the defendant is the owner of the property described in the petition Except what has already been sold in Case. It is further ordered that the plaintiff retain all the personal Effects that she now has and have the balance of the property already allowed for pending Alimony. It is further ordered and adjudged that the defendant pay the plaintiff as her reasonable Alimony in gross the sum of ($200) Two hundred Dollars One hundred within

One hundred Dollars within six months from this date and in default of payment for Ten days that Execution issue therefor and the same to be a lien upon the unsold balance of said Property described in Plaintiffs petition. It is further ordered that the plaintiff recover his Costs herein taxed at $
On the 15th day of Dec 1883 an Execution was caused to be issued as follows.

Execution

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

Whereas in a certain action prosecuted in our Court of Common Pleas within and for said County of Union wherein Mary E. Crow plaintiff and Samuel Crow defendant the Costs adjudged against the said Samuel Crow were taxed at Dollars you are therefore commanded that of the goods and Chattels, or for want of the Goods and Chattels of the lands and tenements of the said Samuel Crow in your bailiwick, you cause to be made the Costs aforesaid with interest thereon from the day of A.D. 18 until paid and costs that may accrue And do you make return of this Execution, together with your proceedings thereon, within sixty days from the date hereof.
Witness my signature as Clerk of our said Court this 15 day of Dec A.D. 1883
Seal
J. D. Burgan Clerk

Dec 29. 1883 said Sheriff returned said Execution & the same was filed by the Clerk with the Sheriffs return endorsed thereon as follows viz:

Return

Received this writ 15th day of December 1883 at 2 O Clock P. M. And on the 28th day of December 1883 for want of Goods and chattels I levied on the following described Lands and tenements. The north half of Lot No 193 in the village of Marysville Union County Ohio for a more complete discription reference is hereby made to the recorded plat of said village in the Records of Union County Ohio. Sheriffs Fees Total 12.4
John H. Overmyer Sheriff U. C. O.

Vendi

On the 29th of Dec 1883 a Vendi Exponas was issued by the Clerk as follows:

4184

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

Whereas by our writ of Fieri Facias we lately commanded you that of the Goods and Chattels, or for want thereof the lands and tenements of Samuel Crow in your bailiwick you cause to be made the sum of $ balance Costs which Mary E. Crow lately in our Court of Common Pleas, began and held at the Court House in Marysville in said Union County on the day of 1883 recovered against Samuel Crow as well as for damages which has sustained as for Costs of suit, and you on that day returned to our said Court, that by virtue of said writ you had levied on the following described real estate to-wit: The north half of Lot No 193 in the village of Marysville Union County Ohio for a more complete description reference is hereby made to the recorded plat of said village in the Records of Union County Ohio which remained in your hands unsold. Therefore we command you that you expose to sale said property as by you in form aforesaid

Return

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Taken in Execution, And you have the money arising from such sale
before our Court of Common Pleas, at Within Sixty days from date
hereof to render to the said And if said property remaining in
your hands not sold shall in your opinion be insufficient to satis-
fy said Judgement then levy this writ on goods and Chattels of
said And for want thereof, then levy on other goods Lands &
Tenements of said sufficient with said property unsold to
satisfy said Judgement and have you then and there this writ
Witness my hand and the seal of our said Court of
Common Pleas at Marysville this 24th day of Dec. A.D. 1883.

Seal

J. V. Burgner Clerk

On the 7th day of Feb. 1884 said Venditioni Exponas was returned by the Sheriff and filed with the Clerk with the Sheriffs return attached as follows:

Return

The State of Ohio }
Union County ss }

4184

In Obedience to the Command of the Venditioni to me annexed,
I did on the 24th day of December 1883 summon H Chapman D. J.
Elliott & C. Mich Robinson 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 27th day
of Dec A. D. 1883 said Appraisers returned to me under their hands
and seals that they did upon actual view of the premises Es-
timate and Appraise the real value thereof 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 29 day of Dec 1883 I caused to
be advertised in the Marysville Tribune (a newspaper printed and
published and of general circulation in Union County) said Lands
and Tenements to be sold at public sale at the door of the Court-
House of said County on the 22nd day of February A. D. 1884 at
one O'Clock P. M. of said day, And having advertised said Lands
and Tenements for more than thirty days previous to the day of sale
to wit 6 Consecutive weeks: And in pursuance to said Notice, I did
on the second day of February A. D. 1884 at the time and place
above mentioned proceed to offer said Lands and Tenements at pubic
sale, at the door of said Court House, and then and there Sam'l F. Arthur
who bid for the same the sum of Four Hundred Dollars; and
said sum being two thirds of the appraised value thereof, and said
F. F. Arthur being the highest and best bidder therefor. I then and
there publicly sold and struck off said Lands and Tenements
to him for said sum of Four Hundred Dollars. Fees Shff 7.40 R. 8.00 App. 3.00

John Hoobensack Sheriff.

Advertisement. On Feb 5th 84 the following proof of advertisement was filed with the Clerk viz:

Mary E. Crow
vs
Samuel Crow

Court of Common Pleas Union County Ohio.
On Venditioni Exponas.

By virtue of the above stated writ to me directed

from the Court of Common Pleas of Union County, State of Ohio. I will of-
fer at public sale at the North door of the Court House in Marysville
Ohio on Saturday February 2nd 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 Paris County of Union State of Ohio And being known and
described as real estate to-wit: The North half of Out Lot No 193 in the
Village of Marysville Union County Ohio. For a more Complete discription
reference is hereby made to the Recorded plat of said Village in Recorders
office of Union County. Appraised at $600 00 Terms of sale— Cash.

J. M. Kennedy Atty. Jan 2, 1884. John Hoover Sheriff

The State of Ohio }
Union County ss } The undersigned being duly sworn says that a copy of the
Annexed Notice was published for five Consecutive weeks in the Marysville Tribune
a newspaper of Genral Circulation in the County of Union the first publica-
tion being Jan 2. 1884 W. O. Shearer.

Sworn to and subscribed before me this 5th day of Feb. 1884.

J. D. Burgner Clerk.

Feb. 4th 1884 An entry was made by the Clerk on the Journal of said Court which is as follows to-wit:

Entry

Mary E. Grow } No 4189 Entry.
vs.
Samuel Grow }

4189

On motion of the plaintiff and on his producing the return of the Sher-
iff of the sale made under the former order of this Court and the Court on Carefull
Examination of the proceedings of the said Sheriff being satisfied that the same have
been had in all respects in Conformity to law and orders of this Court, it is or-
dered that 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 F. J. Arthur by deed in fee simple the lands and tenements so
sold And a writ of possession is awarded to put said purchaser in
possession of said premises. And the Court coming now to distribute the
proceeds of said sale Amounting to dollars it is ordered that the Sheriff out
of the money in his hands pay. First the Costs of this action taxed at $
Secondly Taxes taxed at $ 11 96/100. Thirdly to the plaintiff Mary E Grow the
Amount heretofore due her with interest, to-wit the sum of $ Fourthly
to the defendant Samuel Grow the balance of the money remaining in his
hands to-wit the sum of. 5th the cost of transfer and Record of deeds from
A. B. Robinson to said Sam Grow taxed at $ 88/100. Sixthly It is further
ordered that the Sheriff of Union County hold the last pay mentioned Alimony
heretofore granted to the plaintiff until the same becomes due And then
pay the same over to said plaintiff Amount $ 100 00/100.

Attest: J. D. Burgner, Clerk.

Petition

4757

Pleas before his Honor John A. Price at a term of the Court of Common Pleas begun and held at the Court House in the town of Marysville Within and for the County of Union of the Tenth Judicial District of the State of Ohio on the day of September in the Year of our Lord One Thousand Eight hundred and Eighty three.

Heretofore to-Wit: on the 5th day of June 1883 the following petition was filed with the Clerk of said Court to-Wit:

Elizabeth Case Plaintiff
vs.
Elisha Case Defendant

State of Ohio Union County, S.S.,
To the Court of Common Pleas.
Petition.

Petition

4257

The said plaintiff says: That she 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. She on about the 31 day of March 1866 at Knox County Ohio she was married to the defendant. The following Children were born of such marriage Emma Aged 16 years, Gertrude aged 11 years, Gracie Aged 6 years Rowely Aged 3 years, The defendant has been guilty of habitual drunkenness for three years last past. The defendant has also been guilty of gross neglect of duty for three years last past in neglecting his family and the plaintiff and spending his money and time with loafers drinking and gambling Which his family should his support. The defendant has also been guilty of extreme Cruelty towards the plaintiff. The defendant is possessed of about ten acres of land in Jackson Township in said County of Union on Which land are growing Vegatables and Crops and on Which land the plaintiff resides with her said Children it being all the land said defendant owns. The defendant partly in order to raise money to spend in his drinking carousals has lately Executed and delivered a Mortgage on said land for $115.00 and is threatening to dispose of the balance of said property and leave the plaintiff and her said Children without a home. Wherefore plaintiff prays that she may be divorced from the defendant and may be restored to her maiden name, and that she may be decreed to have reasonable Alimony and the custody of said Children, And that the defendant may be enjoined from disposing of said vegatables and crops or further Encumbering said land and from interfering with the plaintiff in her custody of said Children That said land and property may be decreed to plaintiff as part of her alimony, and for all proper relief.

J. S. Cameron Atty for Plaintiff

State of Ohio
Union County ss

Elizabeth Case plaintiff being first duly sworn deposes and says that the facts stated in her foregoing petition are true. She further says that she has no property or means whatever of her own except a few articles of clothing and household goods and that she labors for a living and is supporting her children on said land and has no other way

of Keeping them that said land and Property is necessary for her and their support and further saith not.

Elizabeth Case

Sworn to before me by said Elizabeth Case and by her signed in my presence this day of June 1883.

Joseph M Kennedy Notary Public.

Precip. Precip Endorsed on the back of said petition when filed as follows to-wit: Clerk: Issue Summons and Copy of petition to Sheriff of Union County Returnable according to law. Endorse Summons "Injunction Allowed."

J. S. Cameron

An Allowance of an injunction is Endorsed on the back of said petition to-wit:

Injunction. Injunction allowed as prayed for in the within petition and it appearing to be a proper case no bond is required of the Plaintiff.

Fees of Probate Judge $2.00

John B. Coats

On the 7th day of June 1883 A Summons was issued by the Clerk as follows.

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

You are hereby Commanded to notify Elisha Case that Elizabeth Case has filed in the office of the Clerk of the Court of Common Pleas of Union County State of Ohio a petition (a Copy of which is herewith served on him) Charging him with Drunkenness and gross neglect of duty and asking that she be divorced from him. And that she be restored to her maiden name And Reasonable Alimony And for other proper relief. Said petition will stand for hearing during the term of said Court next Ensuing, And Six Weeks after the service of this writ. You will make due return of this Summons on the Eighteenth day of June A.D. 1883. Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court at Marysville this 7th day of June A.D. 1883.

Seal

J. D. Burgner Clerk.

June 14th 1883. Said Summons returned and filed with the Sheriffs return Endorsed thereon which is as follows:

Return. Received 3 O'Clock P.M. on the 7th day of June A.D. 1883 and on the 11 day of June A.D. 1883 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 Elisha Case Sheriffs Fees. Service 30 Copy 20 Mileage 3.78 Total $4.28

J. Hoobensack Sheriff.

On the 7th day of June 1883 an order of Injunction was filed with the Clerk of said Court as follows viz:

Injunct. Elizabeth Case vs. Elisha Case } Before the probate Judge Union County Ohio. April Term A.D. 1883. Motion for temporary injunction in Court of Common Pleas Union County Ohio.

And now on this 7th day of June 1883 Came the plaintiff by J. S. Cameron her Attorney and it being made to appear that there is at this time no Common Pleas, District or Supreme Judge within said County, the Motion of the plaintiff, the Motion of the Plaintiff for a temporary injunction Came on and was heard upon the petition of the plaintiff Elizabeth Case and the affidavits therein filed and after hearing the argument of Counsel and

being fully advised in the premises. It is Considered and Ordered that a temporary injunction be and the same hereby is allowed in this case to restrain the said defendant from incumbering said lands or disposing of the same or any part thereof and from selling or disposing of any of the personal properties or crops growing on said land and from interfering with the Plaintiff in her custody and Control of said Children and in all things Enjoined 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 giving and undertaking to the said defendant.

Seal

John B. Coats Probate Judge.

On the 26th day of Sept 1883 an entry was made by the Clerk on the Journal of said Court which reads as follows to-wit:

Entry

Elizabeth Case
vs.
Elisha Case
No 4267

4257

This day Came the plaintiff by J. S. Cannon her attorney and submitted this cause to the Court upon the petition and Evidence. On Consideration whereof the Court being fully advised in the premises do find that due and legal notice has been given to the defendant. The Court further finds that the residence of the plaintiff has been as stated in said petition. That said defendant has been guilty of habitual drunkenness for more than three years prior to the filing of said petition. The Court further find that the said Children are now with and cared for by the plaintiff. The Court further find that the defendant is the owner of the lands mentioned in the petition which is described as follows Situate in Jackson Tp Union County Ohio. Part of Survey No 4841. Beginning at a stone at the NE Corner of the land conveyed to said John C. Case by Francis Harper and on the S. E. Corner of Isaac Noggles land. Thence S 8¼ E 45½ poles to D. D. Mathers NE. Corner. Thence with said Mathers north line S 79¾ W 34 96/100 poles to a stake. Thence N 8¼ W 46 40/100 poles to a stake in Isaac Noggles south line. Thence N 80 3/4 E 34 96/100 poles to the Beginning Containing ten acres. That there is a mortgage on said premises Executed by said defendant to said John M Sanders for about the sum of $115.00. It is therefore Considered ordered and adjudged by the Court that the Marriage Relation heretofore Existing between said parties be and the same is hereby dissolved and Wholly Annulled and both parties released from the obligation of the same. It is therefore ordered and decreed that the Care Custody Nurture and Education of said Children be and the same is hereby given to the Plaintiff with privilege to the defendant to visit them at Reasonable times when sober It is therefore ordered and decreed by the Court that the said plaintiff have as her Reasonable Alimony the said ten acres of land But if said defendant within 30 days from this date pays off the mortgage incumbrance and other incum

brance that may be on said premises (land) and pays the costs of this proceding including an Attorny fee of thirty dollars to J. S. Cannon the Counsel of plaintiff then that said defendant have from Acres off of the West side of said land leaving said plaintiff 24 acres free from all cost and incumbrance which shall be her Alimony. The foregoing decree for Alimony having been agreed upon by the parties is Approved and decreed by the Court. If the defendant fails to pay the costs incumbrances and Attys fees herein provided then the plaintiff shall pay the same and have the Whole of said land as herein before decreed.

Pleas before his honor John A. Price at a term 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 Fourth Judicial District of the State of Ohio on the day of January in the Year of our Lord one Thousand Eight Hundred and Eighty four.

Heretofore to-wit: on the 2nd day of August A.D. 1883 the following petition was filed with the clerk of said Court to wit:

Petition

Sarah J. Marks vs. Jonah S. Marks } To the Court of Common Pleas of Union County and State of Ohio Petition.

4285

The plaintiff says: She has been a resident of the State of Ohio for more than the year last past and is now a bona fide resident of the County of Union. That on or about the 11th day of June 1878 at Champaign County Ohio She was married to the defendant. That she has always conducted herself as a faithful and obedient wife. The defendant regardless of his marital duties has been guilty of habitual drunkenness for more than three years last past. That in consequence of the defendants drunkenness and ill treatment plaintiff was compelled to separate from him and he has been willfully absent from the plaintiff for more than three years last past. The defendant has wholly neglected and refused for more than three years last past to contribute anything to plaintiffs support and has been guilty of gross neglect of duty. Wherefore the plaintiff prays that she may be divorced from the said defendant and restored to her former name and for reasonable Alimony and for all proper relief.

J. S. Cannon Atty for Plaintiff

Precipe

Precipe is Endorsed on the back of said petition as follows viz: "Clerk issue Summons to Sheriff of Champaign County Returnable According to law also copy of the petition in the above case.

J. S. Cannon.

Summons

Aug. 3d 1883 Summons issued by the said Clerk which is as follows viz: The State of Ohio } To the Sheriff of Champaign County
Union County ss }

You are Commanded to Notify Jonah S. Marks that Sarah J. Marks has filed in the office of the Clerk of the Court of

Return

Return Received the 9th day of August A.D. 1883 and served a copy of the within Summons on the within named Jonah S. Marks by reading the same to him in person. Fees $1.00

Entry

4285

Said defendant being called to appear and return Received the 9th day of August A.D. 1883 and served a copy of the within Summons on the within named Jonah S. Marks by reading the same to him in person. Fees $1.00

On the

Sarah

Jonah

Marks

Witness

the

Common Pleas of Union County, and State of Ohio a petition (A copy of which is hereto written record on him) Charging him with habitual drunkenness &c and asking that she be divorced from him and may be decreed reasonable Alimony and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing and six WEEKS from and after the service of this writ. You will make due return of this Summons on the 13th day of August A D 1883. Witness my signature as Clerk of said Court of Common Pleas and the seal of said Court at Marysville this 3d day of Aug A D 1883.

Seal

J. D. Bergner Clerk.

Said Summons was returned & filed Aug 11. 1883 with the Sheriffs return endorsed thereon as follows to wit:

Return

Received 9 O'clock A M., on the 6th day of August A D. 1883 And on the 9th day of August A.D. 1883 I served the same by delivering personally to Jonah S. Marks a true Copy thereof of this writ with a copy of petition Sheriffs Fees. Total $3.22

Jos. Chamberlain Sheriff.

On the 31st day of Jan 1884 an entry was made by the Clerk on the Journal of said Court which reads as follows to wit:

Entry

Sarah J. Marks
vs.
Jonah S. Marks
} No 4285

4285

Now comes the plaintiff and the defendant having been duly served with summons and a Copy of the petition herein and having failed to appear the Court find him in default for answer and 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 has been wilfully absent for more than three years 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 Sarah J. Marks and Jonah S. Marks be and the same is hereby dissolved and both parties are released from the obligations of the same. It is further ordered that the plaintiff be and she hereby is restored to her Maiden Name Sarah J. Whitty.

Attest: J. D. Bergner. Clerk.

Pleas before his honor John A Price at a term of the Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the Tenth Judicial District of the State of Ohio on the 16th day of April in the year of our Lord one Thousand Eight hundred and Eighty three.

Hereof for to-wit: on the 29 day of August 1881 the following petition was filed with the Clerk of said Court viz:

Petition 3881

Anna P. Anderson Plaintiff
vs.
Thomas J. Anderson Defendant

Court of Common Pleas of Union County Ohio.
Petition.

The Plaintiff says: She has been a resident of the State of Ohio for the year last past and is at present a bona fide resident of the said County of Union. On or about the 2d day of May A.D. 1873. At Marion Marion County Ohio She was married to the defendant and She has ever since conducted herself towards the defendant the said Thomas J. Anderson as a faithfull and obedient wife.

The said defendant has been guilty of gross neglect of duty and Extreme Cruelty towards your petitioner for many years in neglecting to provide for her support and repeatedly abusing her and by giving her Venereal diseases and deceiving her as to the Character of the disease and Allowing her to suffer a long time in dreadful pain and agony. The said plaintiff further says that said defendant has been guilty of Adultery with divers and sundry persons to the plaintiff unknown the first instance of his adulterous intentions was when he went to the Conference at Sabina Ohio he came home diseased with a Venereal disease and is remained diseased for about two years That he Communicated said disease to the plaintiff on or about the 26th day of December 1878 And he refused to inform and neglected to inform plaintiff as to his condition and permitted her to remain thus inflicted for the space of more than one year. That said defendant again About the first day of September A D 1880 Committed adultery with divers persons to the plaintiff unknown And again became infected with a Venereal disease and is remained diseased until April 1881 When the plaintiff left the defendant and has not since Cohabited with him. That his frequent illicit course with low abandoned women of the town has resulted in his Complete demoralization and inoculation of the most virulent form of Venereal disease. That he is figuratively Speaking Morally and physically shattered and unfit for a decent woman to live with or associate with in any manner or form. The plaintiff further says that the defendant is possessed of and is the owner of a house and lot in the town Richwood Union County Ohio worth About one Thousand Dollars on which there is a mortgage of About four hundred dollars. That he is a tie Contractor on R R at Mt Vernon Knox County Ohio When he makes it his home. That She desires to be divorced from the defendant. Wherefore the plaintiff prays that She may be divorced from the defendant and that the Court make her reasonable allowance of Alimony and declare the same to be a lien on the real estate of the said defendant And for all such other

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and further relief as the nature of the case may require.

H. J. Van Fleet Atty for Plaintiff.

The State of Ohio } Anna P. Anderson being duly sworn says that the
Union County ss } facts stated and allegations contained in her foregoing petition
are true as she verily believes

Anna P. Anderson

Sworn to before me and subscribed in my presence this 27th day of
August A.D. 1881

(Seal) W. L. Payne Notary Public

The following precipe was annexed to said petition to wit.

Anna P. Anderson
vs
Thomas J. Anderson } Court of Common Pleas Union County Ohio.

3881

To Clerk: Issue summons upon the petition in this
case directed to the Sheriff of Knox County Ohio returnable according to law.

H. J. Van Fleet Atty for Plaintiff

Sep 4. 82 Waiver of Summon was filed as follows to wit:

Anna P. Anderson Plaintiff
vs.
Thomas J. Anderson Defendant } Court of Common Pleas of Union County Ohio
Petition for Divorce

3881

The said Thomas J. Anderson now comes
and waives Service of Summons. Copy of petition and enters his
appearance in this Case. Dated this 31st day of August A.D. 1882

T. J. Anderson

On April 25th 1883 an Entry was made by the Clerk on the Journal of
said Court which reads as follows to-wit:

Anna J. Anderson
vs
Thomas J. Anderson } Divorce & Alimony.

Entry
3881

This day this Cause came on to be heard upon
the petition and evidence and the Court finds that said defendant
had due notice of the pendency of said petition. That he entered his appear-
ance herein in writing filed in due Course September 4 1882 and that
said plaintiff has been a Resident of the State of Ohio for more than
one year next preceding the time of filing said petition and was
at that time and ever since a bona fide Resident of the County of
Union and State of Ohio. That the Cause of action arose while said parties
were residing in said County of Union and that they were married as
stated in the petition. The Court further finds upon the evidence
that the said defendant has been guilty of Adultery as charged in the
petition and that by reason thereof the plaintiff is entitled to a decree
as prayed for. It is therefore ordered and adjudged by the Court that
the Marriage Contract heretofore existing between the said Anna
J. Anderson and Thomas J. Anderson be and the same is hereby dis-
solved and both parties are released from the obligations of the same
It is further ordered that said defendant pay said plaintiff

for his reasonable Alimony the sum of Three Hundred Dollars And that and that he pay the costs of this proceeding taxed at $ Eleven dollars and in default thereof that Execution issue therefor in favor of said plaintiff against said defendant. It is further ordered and adjudged that the petitioner be and she is hereby restored to her maiden name of Anna J Vaughn. It is further considered by the Court that the said plaintiff recover of said defendant her costs herein expended and in default thereof that Execution is awarded.

Attest: J. L. Brumgardt Clerk.

Petition 4043

Be it remembered that on the 10th day of June 1882 the following petition was filed with the Clerk of said Court to wit:

Hannah Andrews Plaintiff
vs.
Lewis G. Andrews Defendant

Union County Court of Common Pleas Ohio.
Petition.

The plaintiff says 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 the County of Union. Plaintiff further says that on the 16th day of October 1866 at the town of Unionville in said County of Union Ohio she was lawfully married to the defendant Lewis Andrews and that she has been to him a good faithful and obedient wife. Yet the said Lewis G. Andrews disregarding his marital duties towards this plaintiff did during the months of November and December A.D. 1881 at the County of Van Wert Ohio live in a State of Adultery with one Amanda Heavelin for which crime he was convicted at the April Term of the Court of Common Pleas of said Van Wert County Ohio. That the said Lewis G. Andrews has also been guilty of gross neglect of duty towards said plaintiff wholly neglecting to furnish her any of the necessaries of life. During their married life they had two Children born unto them Eddie P Andrews aged 12 years Melinda J Andrews aged 9 years. Your petitioner therefor prays that upon the final hearing of this case she be divorced from the said Lewis G. Andrews and that she decreed the Custody Care and Control of the said Children.

Hannah Andrews by J. McKennedy her Atty.

Entry

4043

Amended Petition

On June 10. 1882. Summons was issued upon said petition as follows:

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

You are commanded to notify Lewis Andrews that Hannah Andrews has filed in the office of the Clerk of the Court of Common Pleas of Union County and State of Ohio a petition (a true copy of which is herewith delivered to you to be served on him) Charging him with Adultery Gross neglect &c and asking that she be divorced from him and that she have the 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 14th day of June A.D. 1882. Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court at Marysville this 10th day of June A.D. 1882.

J. L. Burgen Clerk.

On June 14th 1882. Summons was returned and filed with Sheriffs return endorsed thereon as follows to wit:
Received 4 O Clock P. M. on the 10th day of June A.D. 1882 And on the 10th day of June A.D. 1882. I served the same by delivering a true copy thereof with the endorsements thereon Also a Copy of petition.
Fees 66.

John McCausack Sheriff.

July 16. 1883 an Entry was made by the Clerk on the Journal which is as follows.

Entry 4043

Hannah Andrews vs. Lewis G. Andrews | Entry. This day this Cause came on for hearing on the motion of plaintiff to file an amended petition which motion was sustained by the Court and leave granted and said Amended petition was accordingly filed.

On the 14th day of July 1883 the plaintiff filed her amended petition which reads as follows to wit:

Amended Petition

Hannah Andrews Plaintiff vs. Lewis G. Andrews Defendant. | State of Ohio Court of Common Pleas of Union County. Amended Petition

Now comes the Plaintiff by her Attys P. B. Cole & Son and by Kennedy leave of the Court being first had and files this her Amended petition and says that she has been a resident of the State of Ohio for more than a year last past and is now a bona fide resident of Union County Ohio Plaintiff further says that on the 16 day of Nov A.D. 1866 at Newton in said County of Union she was lawfully married to the defendant Lewis G. Andrews and that she has been to him a good faithful and obedient wife. But the said Lewis G. Andrews disregarding his marital duties towards this Plaintiff did at Monroeville Ohio on or about the 5th day of September 1881 commit Adultery with one Amanda Heavelin. Plaintiff further says that afterwards and in the month of Nov and December 1881 the defendant at Van Wert Ohio lived in a State of Adultery with the said Amanda Heavelin for which Crime he was convicted at the April term of the Court of Common Pleas of said County. The said Lewis G. Andrews defendant has been guilty of gross neglect of duty towards said plaintiff wholly neglecting to provide or furnish her with necessaries of life and she has been compelled to work very hard to support herself and his two minor Children. She says that during their married life they had born to them two Children to wit: Eddie R Andrews aged years and Melvin J Andrews aged years. For petitions further says that said defendant has been guilty of habitual drunkenness.

for more than three years last past. Your petitioner further says that she is wholly without means of support excepting her daily labor.

Plaintiff therefor asks that she be divorced from the defendant Lewis G. Andrews and that she be decreed the custody care and control of her two children by said marriage towit: The said Eddie R. Andrews and Melinda Andrews. And that she be decreed a reasonable Alimony from the said Lewis G. Andrews hereby: And for all proper relief.

Hannah Andrews By P.B.Colwell & Son & J.C.Kumler her attys.

On the 3rd day of Oct. 1883 an Entry was made by the Clerk on the Journal of said Court which reads as follows towit:

4043 Entry

Hannah Andrews
vs.
Lewis G. Andrews
} Entry.

This day this cause came on to be heard upon the Petition and Amended petition of the plaintiff and the defendant being in default for answer And the Court finding that the plaintiff was a resident of the State of Ohio for more than one year last past and is now a bona fide resident of Union County. The Court further finds that said parties were married as alleged in her said petition The Court further find that the said Lewis G. Andrews was guilty of gross neglect of duty towards the plaintiff. The Court further find that said plaintiff is entitled to the custody and care of Eddie R. Andrews and Melinda J. Andrews And that said defendant be allowed to visit them at all proper times It is therefor ordered adjudged and decreed that the marriage heretofore existing between said parties be dissolved And that Plaintiff Hannah Andrews have the custody care control and Education of said Eddie P. Andrews and Melinda J. Andrews this said minor children and that she have judgment against said Lewis G. Andrews defendant for her reasonable Alimony Cand at $300.00. It is further ordered and adjudged that she recover her costs herein taxed at $ Dollars and in default of payment of said Alimony and Costs for 10 days from the rendering of this decree. Execution issue therefor.

Attest: J.L.Bumgarner, Clerk.

Petition 4217

Pleas before his Honor John A. Price at a Term of the Court of Common Pleas begun and held at the Court-House in the town of Marysville within and for the County of Union of the Tenth Judicial District of the State of Ohio on the 10th day of September in the year of our Lord One Thousand Eight hundred and Eighty three.

Heretofore to wit-On the 8th day of March 1883 the following petition was filed with the Clerk of said Court to wit.

Petition

4217

William Jolliff Plaintiff
vs.
Martha E. McCamy and
Leroy S. McCamy Defendants

} No 4217
Court of Common Pleas Union County Ohio.
Petition.

The Plaintiff says that the defendants are husband and wife- That on the 15th day of April A.D. 1881 Plaintiff sold and conveyed to the defendants, (the conveyance being made to the defendant Martha E. McCamy) the following premises situate in the township of Claiborne County of Union and State of Ohio being part of U.M. Survey No 6107 and bounded and described as follows. Being all of Lot Number Twenty Eight (No 28) in the Village of Claiborne in said County and State aforesaid. (For a more definite description reference is hereby made to the recorded plat of said village) for the sum of dollars of which was paid down in hand and the balance was to be paid Fifty Dollars in three months from Apr 15, 1881 @ 6% int from said date And One Hundred Dollars in One year and three months thereafter @ 6% int from said date. Said deferred installments of purchase money are long past due and wholly unpaid and the amount of the defendants indebtedness to the plaintiff thereon is now One Hundred and fifty Dollars with 6 per cent interest thereon from the 15th day of April A.D. 1881. Plaintiff has a lien for said unpaid purchase money on said premises. Wherefore plaintiff asks that said premises may be sold and the proceeds applied to the payment of said indebtedness and for such other and further relief as is proper.

A. J. Carpenter Atty for Plaintiff.

The State of Ohio Union County, ss,
William Jolliff the above named plaintiff being sworn says that the facts stated and Allegations contained in his foregoing petition are true as he verily believes.

Wm Jolliff Jr.

Sworn to by William Jolliff before me and by him signed in my presence this 7th day of March A.D. 1883.

P. Cranston J. P.

To Clerk; (Precipe attached to petition when filed as follows)

Precipe

Issue Summons upon this petition returnable according to law. Indorse action to Enforce Vendors lien.

A. J. Carpenter Atty for Plaintiff

On March 8th 1883. Summons was issued by the Clerk of said Court as follows:

Summs. 4217. The State of Ohio } To the Sheriff of the County of Union, Greeting:
Union County, ss.

We command you to notify Martha E. McCamey and Leroy S. McCamey that they have been sued by William Jolliff in the Court of Common Pleas of Union County and that unless they answer by the 7th day of April A.D. 1883 the petition of said William Jolliff against them filed in the Clerks office of said Court such petition will be taken as true, and judgement rendered accordingly. You will make due return of this Summons on the 19th day of March A.D. 1883

J. D. Burgner Clerk By O.W. Winget Deputy.

March 19th 1883. Summons was returned by the Sheriff and filed with the return of said Sheriff endorsed thereon as follows to-wit:

Return. The State of Ohio } Received this writ March 8 A.D. 1883 at 10 o'clock A.M.
Union County ss } And pursuant to its Command on the 15th day of March A.D. 1883.
I served the same by delivering a true copy of this writ with the endorsements thereon to each of the within named defendants.
Total Fees $3.41. J. Hoovensack Sheriff.

On the 3rd day of April A.D. 1883 the defendants by their Attorneys filed a motion which reads as follows to-wit:

Motion 4217 William Jolliff Plaintiff vs. Martha E. McCamey and George McCamey Defendants } The State of Ohio Union County Court of Common Pleas.

And now comes the defendant Martha E. McCamey and moves the Court to require the Plaintiff to make his petition more definite and certain by stating wherein the different payments in the said petition mentioned were secured by Note and Mortgage and if they were that said Note and Mortgage or set out in said petition.

Beverly & Fulton Attys for Martha E. McCamey.

On April 21. 1883 an Entry was made by the Clerk on the Journal of said Court which reads as follows to-wit:

Entry 4217 Wm Jolliff vs M. E. McCamey et al } 4217.
This day this cause came on to be heard upon the motion to make petition more definite and certain Whereupon the Court being fully advised in the premises overrule said Motion.

On the 14th day of Sept 1883 an Entry was made by the Clerk on the Journal of said Court which reads as follows:

Entry 4217. William Jolliff vs Martha E. McCamey & Leroy S. McCamey } No 4217. Entry.
Now came the plaintiff herein and the defendants being in default for answer and demurrer, The Court find that the allegations of the petition are confessed by them to be true and that there is due from the defendants to the plaintiff with interest to the first day of this term (Sept 10, 1883) the sum of One hundred

1462 Petition

And Twenty two $\frac{51}{100}$ Dollars being the balance of unpaid purchase money upon the premises described in the petition and that said plaintiff has a Vendors lien thereon on said premises and that he is entitled to have the same sold for the payment and satisfaction of said lien. It is therefore ordered adjudged and decreed that unless said Martha E. McCamey or Leroy S. McCamey or some one in their behalf shall within three days from this 13th day of September 1883 pay to the said William Jolliff or to his Attorney the said sum of $172.51 with 6% int from Sept 10th 1883 and to the Clerk of this Court the Costs of these proceedings said premises shall be sold as upon Execution and an order of sale shall issue therefor to the Sheriff of Union County Ohio and that said Sheriff bring the proceeds of said sale into Court for further orders.

Attest: J. L. Bourgner. Clerk.

O clock A. M.
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Pleas before his Honor John A. Price At a Term 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 Tenth Judicial District of the State of Ohio on the day April in the year of our Lord one Thousand Eight Hundred and eighty three. Heretofore to-wit: on the 13 day of Feb. 1884 the following petition was filed with the Clerk of said Court to-wit:

11462 Petition

Flick and Chapman partners doing business in the State of Ohio under the firm name of Flick and Chapman. Plaintiffs

vs.

E. O. Huff and W. W. Fellows. Defendants

Union County Court of Common Pleas.

Petition.

First cause of Action:

Plaintiffs says that there is due the Plaintiffs from the defendant E. O. Huff the sum of $63 44 Dollars with interest thereon from the 23rd day of September AD 1882 on an account of which the following is a copy with all the credits thereon to wit: Mr. E. O. Huff To Flick and Chapman

1882 Aug 9	for 100 ft Sids	8/00	$40.36	Sept 2	1100 ft P. Siding	2½ 27.50	64.33
Aug 15	" one Sash pair		1.35	4	" 1260 Pair flooring	2½ 31.50	59.00
"	186 ft 4/4 Bd	8/00 4.50	8.37	5	" XXXX Shingles	4.00	36.00
"	7 door frames	1.75	12.25	6	60 ft H. R. Molds	3 mch	1.50
"	" one Door	2.00	2.00		150 door	do 2 "	3.00
			64.33		23 pa		1.00
							$164.33
Aug 15	by Cash		41.35	Sep 20.	82 84 8 ft oak	2, 16.96 (84 43)	101.37
Sep 16	Agricultural Society		3.25		1882 Dec by cash		63.44
	20 264 ft ash		10.58				20.00
			84.43				$43.44

Second Cause of Action:

The account in the first cause of action described accrued for materials furnished by Plaintiffs on

said E. O. Huff order in erecting a frame dwelling House between the 15th day of August 1882 and the 23d day of September 1882 on certain premises of said E. O Huffs described as follows to wit in the Town. ship of Union and County of Union and described as follows: Biginning at a stake in the middle of the post road and South of Corner to a lot conveyed by Harvey Denham & Wife Wronged by Elias McCloud: Thence with the Westerly line of McClouds lot: Thence North 36 E 17 poles and feet to a stake Thence W 56 W 4 poles to a stake Thence S 36 W to the Center of the post Road thence S 66 E 47/100 poles to the Beginning Containing 1/2 Acre more or less Conveyed by Harvey Burnham & wife to E. O Huff in the town of Irwin.

Said Account accrued on the 15th day of August 1882 and Continued up to the 23d day of September AD 1882. Said plaintiff filed with the Recorder of this County under the Statute provided for obtaining a Mechanics lien and affidavit Containing an itemized account of the Amount and value of such materials with all Credits and offsets with a Statement of the amount and time when the same should have been paid that said lien is recorded in book 2 page 202 of Records of of liens of Union County Ohio at the Recorders office thereof. No part of said indebtedness has been paid except as shown in the Statement herewith inserted as above Stated. The defendant W. W Fellows Claims some right or interest said premises but plaintiff Claims the same to be subordinate to his lien and asks that they be Compelled to set the same up or be forever cut off. Plaintiff therefore asks Judgement against said E. O. Huff in said sum of Forty three and 44/100 Dollars with interest from the 23d day of September A.D. 1882 and that in default of payment thereof said premises be sold and the proceeds applied to the Payment of said debt and for such other Relief as is just.

J. M. Kennedy Atty for Pltff.

State of Ohio Union County, ss,

A. S. Chapman one of the firm of Fleck and Chapman being first duly sworn says the facts stated and allegations of the foregoing petition are as he believes true

A. S. Chapman

Sworn to and Subscribed by the said A.S. Chapman before me this 25th day of January A.D. 1884

J. H. Kinkade D. P. Union Co Ohio.

On the 13th of Feby 1884. the following Precipes were filed to wit:

Precipe

Fleck and Chapman partners Plaintiffs
vs.
E. O. Huff. et al Defendants

Court of Common Pleas
Union County Ohio.

Issue Summons to the of Union County Return ado According to law Endorse Amount Claimed $43 44/100 with interest from the 23d day of Sept A.D. 1882. on Mechanics lien for Marshalling liens.

J. M. Kennedy Attorney for Pltff.

On Same day the following precipe was filed with the Clerk of said Court to-wit:

Return

Precipe

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Pucipe

Flick & Chapman partners Plaintiffs
vs.
E. O. Huff et al Defendants
} Court of Common Pleas Union County Ohio.

Issue Summons to the Sheriff of Madison County Returnable according to law. Indorse Amount Claimed on Mechanics lien $43.44 Dat. from Sept 23rd 1882 and marshalling liens.

J. M. Kennedy Attorney for Plff.

On the 13th day of Feb. 1884. Summons was issued by the Clerk to the Sheriff of Union County which is as follows to-wit:

Summs.

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

We Command you to notify E. O. Huff that he and W. W. Fellows have been sued by Flick and Chapman in the Court of Common Pleas of Union County, and that unless he answer by the 15th day of March A. D. 1884 the petition of said Flick and Chapman against him filed in the Clerks office of said Court, such petition will be taken as true and judgement rendered accordingly. You will make return of this Summons on the 25th day of Feb. A. D. 1884. Witness my hand and the seal of said Court this 13th day of Feb. A. D. 1884.

Seal

J. V. Burgner Clerk.

On Feby. 25th 84. said Summons was returned and filed with the "Sheriffs return" Endorsed thereon as follows

Return

The State of Ohio
Union County, ss,
} Received this writ Feby 13th 1884 at 12 O'clock M and pursuant to its Command on the 16th day of February A D 1884 I served the same by delivering to the within named defendant a true Copy of this writ with Endorsements. Shfs. Fees $2.26.

John Hoobensack Sheriff U. Co O.

March 6. 1884. Summons issued to the Sheriff of Madison County as follows:

Summs.

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

We Command you to notify W. W. Fellows that he & E. O. Huff have been sued by Flick and Chapman in the Court of Common Pleas of Union County and that unless he answers by the 5th day of April A D 1884 the petition of said Flick and Chapman 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 17th day of March A D 1884.

Witness my hand and the seal of said Court this 6th day of March A D 1884

Seal

J. V. Burgner Clerk

On March 17th 1884. said Summons was returned and filed with the Sheriffs return Endorsed thereon as follows. to-wit:.

Return

The State of Ohio
Madison County ss
} Received this writ March 13th A D 1884 at 9 O'clock A. M.

And pursuant to its Command on the 14th day of March A.D. 1884 I Served the same by delivering to the within named W.W. Fellows a true and certified Copy of this writ with the Endorsements thereon
Shfs. Fees $2 35 John F. Johnson Sheriff of Madison County Ohio.
On the 17th day of May A D 1884 an Entry was made by the Clerk on the Journal of said Court which is as follows to-wit:

Entry

Fleck & Chapman Partners etc Plaintiffs } Entry.
vs.
O.E. Huff et al Defendants }

4462.

This Cause Came on for hearing and the defendants being in default for Answer or demurrer the Court finds that the allegations of the petition are confessed to be true and that there is due the plaintiffs the sum of $47 78 on the account of the Materials furnished and labor performed as set forth in the petition and that the same is a lien on the premises described in the petition by reason of the Mechanics lien therein described and recorded in Book 2 page 209 of the Union County Record of liens and that the plaintiffs is Entitled to have said lien enforced. It is therefore Considered that the plaintiff recover of the defendant E O Huff the sum of $47 78/100 Dollars together with the Costs of suit herein Expended and that unless said judgement is paid within 60 days from the Entry hereof that an order may issue to the Sheriff of Union County Ohio Commanding him to sell said premises as upon Execution and of his proceedings in the premises he make due Return to this Court.
Aug 9th 1884 An order of sale was caused to be issued by precipe filed by Huffs Atty which reads as follows to-wit:

Order of Sale.

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

Whereas, at a term of the Court of Common Pleas held at Marysville in and for said County on the 17th day of May A.D. 1884 in the Cause of Fleck and Chapman plaintiffs and E. O Huff et al defendants it was ordered adjudged and decreed as follows to-wit:
That the said plaintiffs recover of the said defendant the said sum of $47 78/100 and their Costs herein Expended and that unless said judgement is paid within 60 days from the Entry hereof (to-wit: May 17th 1884) that an order may issue to the Sheriff of Union County Commanding him to appraise advertise and sell as upon Execution according to law the following described premises to wit: Situate in the Township of Union County of Union and State of Ohio and beginning at a stake in the middle of the post road and South West corner to a lot Conveyed by Harvey Burnham and wife now owned by Elphas McCloud: thence with the westerly line of McClouds lot: thence South 36° E 17 poles and feet to a stake; thence N 56 W 4 poles to a stake; thence S 36° W to the center of the post road: thence S 56 E 4 7/100 poles to the beginning containing 1/2 acre more or less. Conveyed by Harvey Burnham and wife to E O Huff in the Town of Union. We therefore Command you that you proceed to Carry said order judgement and decree into Execution agreeable to the

Return

Petition

4423

tenor thereof and that you expose to sale the above described Real Estate under the Statute regulating sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgement and decree with costs and interest as specified therein; and that you make report of your proceedings herein to our Court of Common Pleas within 60 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 this 9th day of August A.D. 1884

Seal

J. D. Burgan Clerk

Aug. 14th 1884. Order of sale returned and filed with Sheriffs return endorsed thereon which is as follows to wit:

Return

Rec'd. this writ on the 9th day of August and on the 14th day of August 1884 received of E O Huff $64.45/100 in full of this writ paid. Fleck and Chapman $47.78 Pd. Clerk Burgan $5.00 retained my fees $10.77

J Hoobensack Sheriff.

The following receipt is attached to said return to wit:

Received Aug 18, 1884 of Jas Hoobensack (Sheriff) Forty five Dollars to apply on the Case of Fleck and Chapman vs E.E. Huff.

Fleck and Chapman.

Attest: J. D. Burgan Clerk.

Pleas before his honor John A. Price at a Term 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 18th Judicial District of the State of Ohio on the day of April in the year of our Lord One Thousand Eight Hundred & Eighty four. Hereinafter to wit: on the 9th day of January 1884 the following petition was filed with the Clerk of said Court to wit:

Wm H. Plotner and Mary A Plotner his wife Plaintiffs	Common Pleas Union County
vs.	Petition.
Robert S. Woodburn Administrator de bonis non of R S Broom dec'd. Defendant.	

Petition

4423

The Plaintiffs say that the defendant R. S. Woodburn is the Administrator de bonis non of Estate of R. S. Broom dec'd. duly appointed by the Probate Court of Union County Ohio and is as such Administrator the Successor of A. F. Wilkins dec'd hereinafter mentioned Administrator of said estate and the said Plaintiffs complains of the said defendant for that heretofore said A. F. Wilkins as administrator of the Estate of R. S. Broom dec'd had Commenced an action in the said Court of Common Pleas against the said William H Plotner and Mary A Plotner to recover the sum of $ 500.00 with interest thereon from Sept 30, 1872 as was claimed in said petition on a mortgage of real estate made by them to said R. S. Broom to secure the payment of a loan of $ 500. made to them on the 30th of Sept 1864 and $ 50. per annum for the use of said money pay able Annually and afterwards the said Wm H Plotner and Mary A Plotner were ready to and

and said Wm H Holmes stated to said A.F. Wilkins that he would answer the petition of said A.F. Wilkins and set up therein a defense to said action that he had paid said annual installments of $50 Each Year as stipulated in said mortgage for eight years to and including Sept 30. 1872 making $400 in all paid as interest on said loan and pray that the Excess of said payments of interest over 6 per cent per annum be credited on said principal of said loan and the plaintiffs say that said action would have been set for trial at the February Term of said Court for 1874 in due course and that he the said Wm H Holmes could have easily prepared himself for the trial at said term and proved the truth of said proposed defense to be alleged in said Answer but the plaintiffs say that the said Wilkins and his Attorneys Assured the said Wm H Holmes time and time that the case would be struck out of said Claim without Answer and that it would be unnecessary Expense for him to file an Answer & that full allowance and credit would be given for said Excessive payments without Expense of Answering. Relying upon said assurances and acting thereby the defendants omitted to file any answer and paid no further attention to the case and made default Whereupon the said Wilkins procured and obtained by default and without Evidence a personal Judgement finding the amount due on said Claim without allowing any Credits for said Excessive payments against the defendants as joint debtors and ordering the sale of the Mortgaged premises to pay the same. Said judgement was taken on Febru-ary 16. 1874 for the sum of $500 With interest from September 30 1872 in all $541.82 And Excluded the sum then legally due and deducting usury by $21.46. The amount due on said Claim on the date of said judgement found by recovering interest at 6 per cent only and Allowing proper Credits for said Excessive payments was $327.16 only. Plaintiffs say that said judgement and order were obtained as aforesaid in violation of said Agreement in their absence and without their knowledge and are unjust and fraudulent against them and Each of them. They further say that said Mortgage is the only written Evidence of indebtedness therein mentioned and that no Copy thereof was filed in the said Case and that no personal judgement thereon could be legally recovered against them or either of them. They further say that said Mortgage was by said R. S. Broome duly assigned on the day of its date for a valuable Consideration to one Aaron B. Thompson and that said assignment was from said date & still is in full force and uncancelled And that they first learned of said assignment in December 1883 and could not with reasonable diligence have discovered it before, And that said Aaron B. Thompson was not a party to said suit And said assignment was not mentioned in petition in said Case. Said assignment is in writing of which the following is a Copy. "Sept 30. 1864 For Value Received I assign the within to Aaron B. Thompson R. S. Broome" duly Stamped and Stamp Cancelled Endorsed on the Mortgage and duly Recorded in the Records of said County. On April 12. 1876 a payment was made on said judgement by plaintiffs of $200.00 and on Nov 11. 1876 a further payment of $150 was made by plaintiffs whereof

At the date of said last payment the plaintiffs learned for the first time that the essay had been included in said judgement No order of sale has been issued on said judgement. On or about Feb 5th 1876 the said A.F. Wilkins died and the said R.S. Woodburn succeeded him as such administrator. The said Mary A. Plotner was at the time of the execution of said mortgage a married woman the wife of the said Wm H. Plotner and her said Condition does not appear in the record of said case nor the Errors above mentioned in the proceedings. Said Judgement and order abated by the death of said Wilkins, and no revival thereof has been had or attempted but an issue of an order of sale thereon is now threatened.

The said Wm H Plotner an Mary A Plotner therefore pray that the said Judgement finding and order of sale may be vacated and that said action be again set down for a new trial in this Court and that they have leave to answer and set up their said several defenses thereon and for such other and further relief as justice requires.

P. B. Colver & Son.
Attys for Pltffs.

State of Ohio
Union County ss,

Wm H Plotner one of the above named plaintiffs being duly sworn says that the facts stated and allegations in the foregoing pleading are as he verily believes true.

W H Plotner.

Sworn to and subscribed before me this 9th day of Jan 1884
J. L. Burgan Clerk.

Precipe To Clerk: Issue Summons on the foregoing petition to Sheriff of Union Co. O. for defendants returnable according to law.
P. B. Colver & Son Attys for Pltff.

On Jan 28. 1884 a demurrer was filed on behalf of defts as follows.

Demurrer 44 23

Wm H. Plotner & wife
vs.
R. S. Woodburn Admr &c

Court of Common Pleas Union County Ohio.
Demurrer.

The said defendant comes and demurs to plaintiffs petition and for cause of demurrer says.
I The said petition does not state facts sufficient to constitute a right of action as prayed for. II The petition shows that if the plaintiffs had at any time a right of action the same has been lost by the lapse of time in not filing said petition within the Statutory time for such petition III. The said petition shows that said judgement and said order of sale were obtained 9th Feb 1874 & the plaintiffs discovered as early as March 1876 all the facts of which they complain in said petition & for the seven years last prior to the Commencement of this action filed no proceedings to obtain a new trial or to reverse the said alleged erroneous judgement for which cause the defendants claims said right is barred by the Statute of limitations.
IV. The said petition is otherwise defective. — Wherefore defendant prays judgement on his demurrer whether he shall answer.

Robinson & Robinson Attys for Defe.

On the 2 day of May 1884 an Entry was made by the Clerk on the Journal of said Court as follows to wit:

Entry 1423 — W. H. Rotter et al vs. R. S. Woodburn Admr of R. S. Broom Decd | Union Common Pleas. No 1423.

This day came the parties by their Attorneys and submitted this cause to the Court upon the Evidence and admissions and Agreements of parties. And thereupon the Court finds that the mortgage And sued on herein, Which was executed by said W. A. Rotter and Margaret A. his wife was at the time of its Execution the property of said Robinson S. Broom and was also his property at the time of his decease And by law passed to his Administration, And the Court further find that said mortgage has been paid to the full satisfaction of the said R. S. Woodburn as such Administrator of R. S. Broom by the Plffs. And by agreement of parties it is ordered and adjudged by the Court that said mortgage be and the same is Cancelled and held for naught and said decree and judgement is paid and satisfied in full And by like agreement of the parties it is ordered that said Plffs pay the costs in this case within ten days from this date and in default thereof that Execution issue thereon.

Pleas before his Honor John A. Price at a Term of the Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Tenth Judicial District of the State of Ohio on the day of January in the year of Our Lord One Thousand Eight Hundred and Eighty three. Whereupon to wit: on the 2d day of Feby. 1883 the following Transcript was filed with the Clerk of said Court to wit:

Transcript:

Trans. 4185 — Almira Godfrey vs Wallis Hartman | From J. H. Kinkade J. P. of Paris Township Union County Ohio. Docket E. Page 276. Case No 39. January 11th 1883. Complaint in Bastardy.

Almira Godfrey an unmarried woman and resident of the Township of Jackson in the County of Union State of Ohio. This day made Complaint under oath to wit as follows: Complaint:

Complaint — The State of Ohio Union County Paris Township. Personally appeared before me J. H. Kinkade as Justice of the Peace in and for said County and Township Almira Godfrey, who being sworn on oath that she is an unmarried woman, resident of Jackson township in the above named County and made the following Complaint under oath that she is an unmarried woman and has been delivered of a Bastard Child, and Wallis Hartman is the father of said Child

(Complaint signed) Almira Godfrey.

The above Complaint was made and sworn to before me and subscribed in my presence on this 11th day of January A.D. 1883. J. H. Kinkade Justice of the Peace

Warrant — The State ... Union Co...

Bond — Be it ... Hartman ... A justice ... Recognizance ... of Four ... Lands ... bearing ... the above ... before ... with ... The State ... against ... Said ... recognizance ... for ...

Same day issued a warrant which is as follows:

Warrant:

Warrant The State of Ohio } ss
Union County } To any Sheriff or Constable of said State of Ohio
Greeting: Whereas Almira Godfrey an unmarried Woman resident of said County has this day made Complaint in writing under oath before me the undersigned a Justice of the Peace within and for said County and Township: That she has been delivered of a Bastard Child, and that Walter Hartman is the father of said Child. You are therefore Commanded to pursue and arrest the said Walter Hartman in any County in this State and bring him forthwith before me to answer said Complaint and for so doing this Shall be your Warrant.

Given under my hand this 11th day of January A.D. 1883.

J. H. Kinkade Justice of the Peace.

Same day delivered said Warrant to Sam Bonnett Constable of Paris Township Union County Ohio. Same day with the body of said Walter Hartman the Constable returned the Warrant endorsed as follows. January 11th 1883 I have the body of the within named Walter Hartman Now in Court. Sam Bonnett Constable Fees Service & return 40 Mileage 1 mile 20 Attendance 10 Total $1.60 The Complainant also present who was duly sworn and examined by me in presence of the accused and the questions and answers were reduced to writing by me and read to and subscribed by her and filed and which answers Establish her Complaint above set forth. Thereupon ordered by me that the accused Enter into a Recognizance in the Sum of Four hundred Dollars for his appearance forthwith at the Court of Common Pleas of Union County Ohio to answer said Complaint and abide by the order of the Court thereon. The said Walter Hartman with Jacob Hartman Entered into Recognizance Accordingly as follows.

The State of Ohio Union County ss.

Bond Be it Remembered that on the 11th day of January A D 1883 Walter Hartman and Jacob Hartman personally appeared before me a Justice of the Peace in and for said County and State and severally Acknowledged themselves to owe the State of Ohio the Sum of Four Hundred Dollars to be levied of their Goods and Chattels Lands and Tenements if default be made in the Condition following: The Condition of this Recognizance is such that if the above named Walter Hartman personally be and appear before the Court of Common Pleas in and for said County forthwith then and there to answer the Complaint of Almira Godfrey against the said Walter Hartman as being the father of her bastard Child and abide the order of said Court thereon. Then this Recognizance to be void otherwise to be and remain in full force and effect.

W H. Hartman Seal
Jacob Hartman Seal

Cost Bill.

J. H. Kinkade J.P.s costs.

Affidavit	40	Docket	15
War	40	Ex of Complaint	40
Recognizance	40	Transcript	90
Jua	40	Cert	25
Entries	90	J.P.s Total	$4 55
file	15		
Sun Cert	05		
Mans Jud	15		

Constable Bennett

Serv 1 Def.	40
Mile	20
Attnd	1.00
Total Const	1.60
J.P.s Total	4.55
Total Costs	$6.15

The State of Ohio Union County Paris township, ss,

I do hereby certify that the above is a full and true copy from my docket of the procedings had by and before me at my office in said Township in the above Action Jan 11th 1883.

J H. Kinkade J. P. of said Township.

All of the original papers accompany the transcript.

On the 2nd day of Feb 1883 an Entry was made by the Clerk on the Journal of said Court which reads as follows to wit:

Entry 4185

Almira Godfrey vs Wallis Hartman } This day came the parties and thereupon the defendant put in his plea of guilty to the Charge of the plaintiff against him Whereupon it is ordered and adjudged by the Court that the said defendant secure and pay according to law for the support of said plaintiff & her child the sum of Two Hundred and Fifty Dollars and thereupon came the defendant and paid and secured to Complainant said sum of Two Hundred and fifty Dollars to her entire satisfaction and paid the costs of this cause and the matters and things alleged in Cause No 3942 are also settled and the costs thereon paid and all Claim for damages for Breach of promise also settled between the parties No record to be made in Case No 3942 but a full record to be made of this procedure and thereupon the defendant is discharged from Custody.

Attst: J. D. Bergner, Clerk.

Petition

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Pleas Before his Honor John A Price At a Term of the Court of Common Pleas Begun and held at the Court House in the Town of Marysville Within and for the County of Union of the Tenth Judicial District of the State of Ohio on the day of January in the Year of our Lord One Thousand Eight Hundred and Eighty four.

Heretofore to-wit: on the 20th day of Sept. 1883 the following petition was filed with the Clerk of said Court to-wit:

7348 Pleas

Petition

Moses F. Eagle Plaintiff vs. A. F. Rheasant and Alpheus B Hamilton Defendants	Union County Court of Common Pleas Petition

Plaintiff Complains of the defendant A. F. Rheasant for this that on the 10th day of June A.D. 1882 the said defendant A. F. Rheasant executed and delivered to O. M. Scott and Brother partners doing business in the State of Ohio under the firm name of O M Scott and Brother his promissory note of that date and for the sum of Forty five Dollars due eight months after date with interest at 8% after due a copy of which is here to attached marked "A" and made part of this petition and thereby promised to pay said sum when due and the said plaintiff further says that the said A. F. Rheasant to secure the payment of said note executed and delivered at the same time to the said O.M. Scott & Brother his certain deed in writing and thereby conveyed to the said O. M. Scott & Brother his heirs and assigns in fee simple the following lands and tenements situate in said County of Union to-wit:

Be Lot No 40 on Main Street the Village of Union Center in said County. For a more definite description reference is hereby made to the recorded plat of said village on the Records of Union County Ohio. And which deed of conveyance and the conditions thereunder written provided that if the said A. F. Rheasant should well and truly pay the said promissory note according to its terms & effect to the said O M Scott & Brother or order then said deed should be void otherwise it was to be and remain in full force and virtue in Law and the said deed of mortgage was duly recorded in the office of the Recorder of said County on the 10th day of June A.D. 1882 and the said plaintiff further says that the said A. F. Rheasant did by his deed duly executed and delivered did convey to O. M. Scott & Brother his Equity of redemption in said premises.

Plaintiff further says that on the 10 day of September A.D. 1883 by assignment of that date from O. M. Scott and Brother said note and mortgage was duly assigned over to this Plaintiff Whereby said assignment said O M Scott and Brother Conveyed and assigned all of their right title and interest for a valuable consideration to this plaintiff and that he is now the owner thereof and the plaintiff further avers that the said A. F. Rheasant did not When said promissory note became due and payable pay the said sum named therein according to the tenor and effect thereof but hath the said A. F. Rheasant or any one for him before or since

Clerk.

Vola Orcane due pay the same to said O.M. Scott and Brother on
to this Plaintiffs Note he held the same or to any of them at any time.
Plaintiffs further says that said Alpha B Hamilton Claims some
interest in said property but the plaintiff is unable to state what
The said plaintiff therefore prays that an account be taken of the amount due him on the premises and that a judgement may be rendered that unless said sum is paid by a day fixed with costs of suit the said lands be ordered sold according to law to pay said sum and costs and that said Hamilton be required to answer said petition as to any claim that he may have against said property herein described and for all proper relief

J. M. Kennedy Atty for Plaintiff

State of Ohio }
Union County ss }

Moses F Engle being duly sworn says the facts and allegations of the foregoing petition are as he believes them

Moses F. Engle

Sworn to and subscribed before me by the said Moses F. Engle this 20th day of September A D 1883

J. L. Burgan Clerk.

Exhibit "A".

$45.00 Marysville Ohio June 10 1882. Eight months after date for value received I promise to pay to O. M. Scott & Bro or order at Marysville Ohio forty five Dollars, with 6 per cent interest after 8 and ten per cent after due (Blank Power of Atty here)
Witness hand and seal this day of 188 Post O. Broadway Ohio

A. J Phasant (S.S.)

Secured by Mortgage on land (on which note are the following Endorsements) Pay to the order of Moses F. Engle $45.00

Sept 20th 1883 a precipe was filed with the Clerk of said Court which reads as follows

Precipe

Moses F Engle vs. A. J Phasant et al } Court of Common Pleas Union County Ohio.
Marysville Ohio Sept 20th 1883.
To the Clerk of said court:

Issue summons in the above case to the Sheriff of Union County Returnable according to law for A. J. Phasant and Alpha B. Hamilton Endorsed Foreclosure of Mortgage and Equitable Relief.

J. M Kennedy Atty for Pltff

Sept 20th 1883. Summons was issued by said Clerk which reads as follows:

Summons 4348

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

We Command you to notify A. J. Phasant and Alpha B. Hamilton that they have been sued by Moses F. Engle in the Court of Common Pleas of Union County and that unless they Answer by the 20th day of October A.D. 1883 the petition of said Moses F. Engle against them filed in the Clerks office of said Court-Such petition will be taken as true and judgement rendered Accordingly.

You will make due return of this summons on the 1st day of

Oct. A.D. 1883. Witness my hand and the Seal of said Court this 20th day of Sept: A. D. 1883.

(Seal) J. V. Burgur Clerk.

Sept: 28" 1883. Said Summons was returned and filed with the Sheriffs return Endorsed thereon as follows to wit:

Return The State of Ohio } Union County ss }

Recived this writ Sept 20th A. D 1883 at 10 o'clock A. m. And on pursuant to its Command on the 28th day of Sept A. D. 1883 I served the same by leaving a certified Copy thereof with the Endorsements thereon At the usual place of residence of Each of the within named defendants.

Sheriffs fees $2,85 John Hoobensack Sheriff.

On the 20th day of Dec. 1883 An Entry was made by the Clerk on the Journal of said Court which reads as follows to wit:-

4348 Moses F. Engle Pltff. } Union County Court of Common Pleas.
vs.
Entry A. J. Rhoades & Alpha B. Hamilton Defts } Petition on Note and Mortgage.

And now comes the said Moses F. Engle by J. M. Kennedy his Atty and the said defendant still failing to Answers or demur to said petition it is Considered that the 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 the said plaintiff on the note and Mortgage in said petition described the sum of Forty nine Dollars and 71 Cents. It is therefor Considered by the said Court that the said plaintiff recover of the said defendant the sum of $49 71/100 Dollars and Cents the same so found due as aforesaid. And it is further ordered and adjudged that in Case the defendant fails to pay said sum of to plaintiff as aforesaid found due with the Costs of suit an order of sale issue to the Sheriff of said County Commanding him to Cause the Lands and tenements in said petition described to be Appraised Advertised and sold According to law and apply the proceeds of said sale in satisfaction of said sum found due with Costs of suit.

On the 26" day of Dec 1883 an execution was caused to be issued by the clerk of said Court which reads as follows viz:

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

Whereas at a Term of the Court of Common pleas held at Marysville in and for said County on the 20th day of December A.D. 1883 in the Cause of Moses F. Engle Plaintiff and A. J. Rhoades et al defendants, it was ordered adjudged and decreed as follows to wit: That in Case the defendant fails to pay to the Plaintiff $49 71 the sum found due and the Costs of suit herein and that an order issue to the Sheriff of said County Commanding him to Cause the Lands in Plaintiffs petition described to be Appraised Advertised and sold

According to law (Description) Situate in the County of Union and State of Ohio Being in Lot No 40 on Main Street in the village of Union Center For a more definite description reference is hereby made to the record and plat of said village on the records of Union County Ohio.

We therefore Command you, That you proceed to Carry said order Judgement and decree into Execution Agreeable to the Action thereof and that you expose to sale the above described Real Estate under the Statute regulating sales on Execution and that you apply the proceeds of such sale in satisfaction of said Judgement and decree with Costs and interest as specified therein; And that you make Report of your proceedings herein to our Court of Common Pleas, within sixty days from the date hereof, And bring this order with you. Witness my Signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville this 26th day of December A.D. 1883

J. D. Burgan Clerk By W. W. Winget Deputy Clerk.

Return — On the 2nd day of Feby 1884 said Execution was returned and filed with the Sheriffs return Endorsed thereon as follows:

The State of Ohio }
Union County, ss }

In Obedience to the Command of the order of sale hereto Annexed, I did on the 7th day of January 1884 Summon W. Scott Rogers John McDonald D. W. Gosnell 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 9th day of January A.D. 1884 said Appraisers returned to me under their hands and Seals that they did upon actual view of the premises Estimate the real value in money thereof the same at Twenty Dollars A Certified Copy of the said Appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County And on the second day of January 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 4th day of February 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: Consecutive weeks And in pursuance of said notice I did on said 4th day of February A.D. 1884 at the time and place above mentioned, proceed to offer said lands and tenements at public sale at the door of said Court House and then and there came Moses Engle Who bid for the same the sum of Twenty Eight and forty seven $28.47/100 Dollars and said sum being more than two thirds of the appraised value thereof And said Moses Engle being the highest and best bidder therefor I then and there publicly sold and struck off said lands and tenements to him for said sum of Twenty Eight dollars and forty seven cents $28.47 Dollars. Fees 1.50

John Hoversack Sheriff.

On the 6th day of Feb. 1884 proof of advertisement was filed with said Clerk as follows.

Adms: 4348 Entry

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Sheriffs Sale

Adost: Moses F Eagle / vs. / A. F. Pheasant et al } Court of Common Pleas Union County Ohio. Order of Sale.

By virtue of the above stated Writ to me directed from the Court of Common Pleas of Union County Ohio, I will offer at public sale, at the north door of the Court house in Marysville Ohio on Saturday February 2. 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 Taylor. County of Union State of Ohio and being Known and described as follows: Situate in the County of Union and State of Ohio, Being In lot No 40 on Main Street in Union Center. Ofora more difinite description reference is hereby made to the recorded plat of said Village on the Records of Union County Ohio. Appraised at $ 200.00 Terms of sale Cash.

Jan 21 1884

J. M. Kinney Attorney — John Hobensack Sheriff.

The State of Ohio / Union County ss } The Undersigned being duly sworn says that a Copy of the annexed notice was published for 6 Consecutive weeks in the Marysville Tribune a Newspaper of General Circulation in the County of Union the first publication Of same was on the 21 day of Jan 1884

W. O. Shauer.

Sworn to and subscribed before me this 5th day of Feb 1884

J. L. Burgner Clerk.

On the 7th day of Feb. 1884 an Entry was made by the Clerk on the Journal of said Court which reads as follows to wit:

4348 Entry

Moses F Eagle Plaintiff / vs. / A. F. Pheasant et al } No 4348 — Union Com. Pleas. Entry

On motion of the plaintiff and on his producing the return of the Sheriff of the sale made under the former order of this Court and the Court on Careful Examination of the Proceedings of the 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 Sheriff convey to the purchaser Moses F Eagle by and in Fee Simple the lands and tenements so sold, and a writ of possession be awarded to put said purchaser in possession of said premises, and it is further ordered that the Sheriff Report of the money in his hands first the costs of this Action taxed at $ Then to the plaintiff the balance of the money arising from said sale if any.

Attest: J. L. Burgner, Clerk.

Pleas before his Honor John A Price at a Term of the Court of common Pleas begun at the Court House in the town of Marysville within and for the County of Union 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 four. Hereto for to wit on the 26 day of March 1884 a petition was filed with the Clerk of said Court which reads as follows to-wit:

4503 Jacob Snider Plaintiff Union County Court of Common Pleas. Petition

vs

Plition Martin Snider William Snider George Snider Andrew Snider Susan Jolliff and Peter Jolliff her husband Hannah Jolliff Julia A Pickel John Pickel her husband Jacob Worman David Worman Henry Worman William Worman. John Worman Margaret present name unknown and her husband Elizabeth present name unknown and her husband heirs of Rachel Worman dec Sarah Snider a lunatic Selta Ann Roseta and John E. Roseta her husband said Selta Ann Craig the only heir of Catharine Shelton Dec'd. and Jabez Randall Defendants.

Plaintiff says that on or about the day of April A D. 1862 George Snider of Union County Ohio filed his petition in the Court of Common Pleas of Union County Ohio Asking partition of the lands of Jacob Snider late of Union County Ohio then deceased said lands being fully described in the petition to Which this is Supplemental And that afterward and the day of A D 1860 an order of partition was ordered and issued from said Court for the haration of said lands therein described and that afterwards on the day of A D 1864 said order of partition was returned And for the want of power of division said lands was appraised and ordered to be sold And that afterwards and on the day A D 1864 said lands were sold. to W A Ferguson for $12 per acre. That in that petition said George Snider was plaintiff and Jacob Snider Susan Jolliff and Peter Jolliff her husband Hannah Jolliff and William Jolliff her husband Sarah Snider Julia A Snider Andrew Snider William Snider Rachael Worman and Samuel Worman & John Mounts his wife & Rebecca Mounts and the unknown heirs of Rebecca Mounts and Catharine Shelton were parties defendant to said petition. That afterwards and upon a final order of distribution of said sale of said lands there was found due each of said heirs the sum of $93.20 as each ones share of said Estate And that all of said amounts and shares had been paid to the parties Entitled thereto Except the unknown heirs of Rebecca Mounts and that more than 14 years has Elapsed Since the date of the last Knowledge of the Existence or Whereabouts of said unknown heirs and their names are unknown to this plaintiff or any one entitled hereto. The defendant Jabez Randall was the Clerk of said Court at the time and has been holding the said Money of said unknown heirs ever since.

Recipe

Precipe

that time in trust for said unknown heirs. Plaintiff further says that said Sarah Snider is a lunatic confined in the asylum at Columbus Ohio and that the heirs of Rachel Worman and Samuel Worman who are now deceased now live in Hook County Indiana and William Snider lives in Jones County Iowa and Andrew Snider lives in Knox County Ohio all of the other defendants and the plaintiff live in Union County Ohio The plaintiff therefore prays that an additional distribution of the share of said Estate set off and allowed to said unknown heirs of Rebecca Woods be made to the plaintiff and the various defendants as follows to wit: to the plaintiff 1/11 part of the same to each of the defendants as follows To Martin Snider 1/11 part William Snider 1/11 part to George Snider 1/11 part of the same to Susan Dollyff 1/11 part of the same to Hannah Dollyff 1/11 part of the same to Julia Ann Robinson Eleventh part thereof to Sarah Snider one Eleventh part thereof, Jacob Worman David Worman Henry Worman William Worman John Worman Margaret Worman now married and present name unknown Elizabeth (late Worman) present name and that of her husband unknown to this plaintiff as the Heirs of Rachel Worman now deceased one Eleventh part of the same and to Seth Ann Rosetta as the only heir of Catharine Shelton deceased the 1/11 part thereof. Plaintiff further asks that said Jabez Randall who has had said fund in trust be required to account to this Court for said sum of $93 20/100 with interest thereon from the 6th day of June A.D. 1864 and for all proper relief.

J. M. Kennedy Atty for Plaintiff.

State of Ohio, Union County ss

Jacob Snider being first duly sworn says the facts stated and allegations of the foregoing petition are as he believes true.

Jacob Snider.

Sworn to and subscribed before me by the said Jacob Snider this 26th day of March A.D. 1884.

J. D. Burgun Clerk

On March 27, 84 the following precipe was filed with the Clerk of said Court:

Precipe

Jacob Snyder Plaintiff
vs.
Anna Snider Defd.

Court of Common Pleas. Union County Ohio. May term March 27. 1884.

To the Clerk of said Court: Issue Summons in the above case to the Sheriff of Knox County Ohio endorsed Prayer for partition distribution returnable according to law.

J. M. Kennedy Atty for Plff.

Came date March 27. 1884 a precipe was filed which is as follows, to wit:

Precipe

Jacob Snider Plff.
vs.
Martha Snider Defd.

Court of Common Pleas Union County Ohio May Term March 27. 1884

To the Clerk of said Court:

Issue Summons

in the above case to the Sheriff of Union County Ohio to Jacob Worman an indorsed Prayer for Partition distribution Returnable According to Law.

J. M. Kennedy Atty for Plff.

March 27. 1884 the following Precipe was filed to-wit:

Precipe — Jacob. Snider Plff. vs Martin Snider Defdt. } Court of Common Pleas Union County Ohio. Marysville March 27. 1884.

To the Clerk of said Court: Issue Summons in the above case to the Sheriff of Union County Ohio to William Snider Hiram Snider John Worman Margaret Worman Adam Unknown and his wife Elizabeth Worman Adam Unknown and his wife Rachael Worman deceased Returnable According to Law.

J. M. Kennedy Atty for Plff.

March 26 1884 a precipe was filed which is as follows to wit:

Precipe — Jacob Snider vs. Martin Snider et al } Court of Common Pleas Union County Ohio. Marysville March 26 1884.

To the Clerk of said Court: Issue Summons in said Case to the Sheriff of Union County for Martin Snider George Snider Susan Jolliff and Peter Jolliff Hannah Jolliff Julia A Rush and John Rush, Letha Ann Rosella & John E Rosella & Returnable According to Law.

J. M Kennedy Atty for Plff.

March 28th 1884 a Precipe was filed which is as follows to wit:

Precipe — Jacob. Snider Plff vs Martin Snider Defdt } Court of Common Pleas Union County Ohio. Marysville March 28th 1884.

To the Clerk of said Court: Issue Summons in the above case directed to the Sheriff of Franklin County Ohio for Sarah Snider a lunatic Confined in Lunatic Asylum Indorsed for partition distribution Returnable according to Law.

J M Kennedy Atty for Plff.

April 9th 1884 a precipe was filed with the Clerk of said Court by Plaintiffs Atty which reads as follows to-wit:

Pucipe. Jacob Snider Plff. vs. Martin Snider et al Defts. } Court of Common Pleas Union County Ohio. May term April 9th 1884.

To the Clerk of said Court: Issue Summons in the above case for Jacob Snider. Plff. Directed to the Sheriff of Union County Ohio Returnable according to law. Endorsed in partition Distribution

J. McKinney Atty for Plff.

June 3d 1884 a precipe was filed which reads as follows to wit:

Pucipe. Jacob. Snider Plff vs. Martin Snider et al Defts. } Court of Common Pleas Union County Ohio. May term June 3. 1884

To the Clerk of said Court: Issue Summons in the above case directed to the Sheriff of Franklin County Ohio for Sarah Snider a lunatic. Indorsed for Distribution in partition Returnable according to law.

J. McKinney atty for Plff.

on the 26th day of March 1884 Summons was issued by the Clerk of said Court which reads as follows to wit.

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

We command you to notify Martin Snyder George Snyder Susan Jolliff Peter Jolliff Hannah Jolliff Julia A Rush John Rush Letha Ann Rosette John E. Rosette that they have been sued by Jacob Snyder 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 the said Jacob Snyder 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 at this 26th day of March A.D. 1884.

Seal

J. D. Burgan Clerk.

The following is Endorsed on the back of said Summons:

State of Ohio Union County ss.

We the undersigned defendants in the above entitled case hereby and by these presents waive the service of Summons and enter our appearance herein as well as all & singular the Services and Effect of the same. Julia Ann Rush John Rush. Martin Snyder Susan Jolliff George Snyder Hannah Jolliff. John E. Rosette Letha A Rosette. March 28. 1884.

on the 7th day of April A.D. 1884 A Summons was issued by the Clerk of said Court which reads as follows:

Summs.

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

We command you to notify William Snyder that-

that he has been sued by Jacob Snyder in the Court of Common Pleas of Union County, and that unless he answer by the 26th day of April A.D. 1884 the petition of said Jacob Snyder 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 7th day of April A.D. 1884.

Witness my hand and the seal of said Court this 27th day of March A.D. 1884.

J. V. Burgner Clerk.

The following Entry of Appearance is Endorsed on the back of said Summons.

State of Iowa. Jones County ss.

To all persons herein Concerned Know ye that I the undersigned Subscriber hereby Waives the Service of Summons and all questions of time in the Service thereof and hereby Enter my appearance therein in the above Entitled Case

David Arranson Iowa April 5th 1884 William F. Snyder.

On March 27th 1884. Summon was issued as follows viz:

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

We Command you to Notify Andrew Snyder that he has been sued by Jacob Snyder in the Court of Common Pleas of Union County and that unless he answer by the 26th day of April A.D. 1884 the petition of said Jacob Snyder against him filed in the Clerks office of said Court said petition will be taken as true and judgement rendered accordingly. You will make return of this Summons on the 7th day of March A.D. 1884. Witness my hand and the seal of said Court this 27th day of March A.D. 1884.

Seal

J. V. Burgner Clerk.

On April 4th 1884 said Summons was returned and filed Endorsed as follows to wit:

Return. State of Ohio Knox Co, ss.

I the undersigned Andrew Snider hereby waive the service of this Summons in the above entitled Case and also all questions of time in the service of the same Dated A.D. 1884

Andrew Snider.

Subscribed by the above named Andrew Snider in my presence this 2nd day of April 1884.

A. J. Workman J.P.

On the 9th of April A.D. 1884 a Summons was issued as follows:

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

We Command you to Notify Jabez Randall that he and others have been sued by Jacob Snyder in the Court of Common Pleas of Union County And that unless he answer by the 11th day of May A.D. 1884 the petition of said Jacob Snyder 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

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April A.D 1884. Witness my hand and the seal of said court this
2nd day of April A.D. 1884.
Seal. J. L. Bergen Clerk.
On April 12th 1884 said Summons was returned and filed with
Sheriffs return endorsed thereon as follows.
The State of Ohio }
Return Union County ss }
Received this writ April 9 A.D 1884 at 2 O'clock P.M.
And pursuant to its Command on the 11th day of April A.D 1884
I served the same by delivering to the within named defend-
ants A true Copy of this writ with Endorsements thereon
Fees 66. John H. McCrusack Sheriff & Co.D.
June 3d 1884 Summons was issued as follows:

The State of Ohio } To the Sheriff of the County of Franklin Greeting
Summs. Union County ss }
We command you to notify Sarah Snider a
Female (Impleaded with Martin Snyder & others) that she has
been sued by Jacob Snyder in the Court of Common Pleas of
Union County And that unless She Answer by the 16th day of July
A.D. 1884 the petition of said Jacob Snider against her filed in the
Clerks office of said Court Such petition will be taken as true and
Judgement rendered Accordingly You will make due Return
of this Summons on the 16th day of June A.D. 1884. Witness my hand
And the Seal of said Court this 3rd day of June A.D. 1884.
Seal J. L. Bergen Clerk.
On June 9 1884 said Summons was returned with the Sheriffs
Return Endorsed thereon Cuse fee to-wit:
Return The State of Ohio }
Union County ss }
Received this writ June 4th A.D 1884 at O'clock
M and pursuant to its Command on the 6th day of June A.D.
1884 I served the same by delivering to Sarah Snyder personally
With a duly Certified Copy of this writ With all the Endorsements thereon.
Fees 66 Louis H. Emmettes Sheriff By W. O. B. Foster Deputy.
On March 27 1884 Summons was issued as follows to wit:

Summs. The State of Ohio } To the Sheriff of Hardin County Ind. Greeting:
Union County ss }
We command you to notify David Norman Henry Nor-
man William Norman John Norman Margaret present name
unknown and her husband heirs of Rachael Norman dec.
That they have been sued by Jacob Snider in the Court of Com
mon Pleas of Union County And that unless they Ans wer by
the 26 day of April A.D 1884 the petition of said Jacob Snyder 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 March
A.D 1884. Witness my hand and the seal of said Court this

27th day of March A.D. 1884.
Seal J. V Burgner Clerk
April 30. 1884 said Summons was returned and filed with the
Sheriffs return Endorsed thereon as follows
Return State of Ind. Allen County-ss
We the undersigned David Worman Henry Worman William
Worman John Worman Margaret present name unknown and
her husband Elizabeth present name unknown and her husband
Heirs of Rachael Worman and hereby waive the Service of this
Summons in the above Entitled cause And also all questions of form
in the Service of the same Said AD 1884
William Worman, John Worman Margaret Preston, David Wor-
man Henry Wogman Elizabeth Sanford
March 27. 1884 Summons was issued as follows Viz:

Summs. The State of Ohio } To the Sheriff of the County of Allen Ind. Greeting:
Union County ss }
We Commend you to Notify Jacob Worman that he
has been sued by Jacob Snyder in the Court of Common Pleas of
Union County and that unless he Answer by the 26 day of
April A.D. 1884 the petition of said Jacob Snyder 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 7th day of April A.D 1884. Witness my hand
and the seal of said Court this 27 day of March A.D. 1884.
Seal J. V. Burgner Clerk.
Apr 4. 1884 Summons returned and filed Endorsed as follows:
Return State of Ind Allen Co. ss.
I the undersigned Jacob Worman hereby waive the Service of this
Summons in the above Entitled Case And also all questions as to
form in the Service of the same said March 31st A.D. 1884
Attest James E. Graham Jacob Worman.
On the 26 day of May 1884. Proof of publication of Notice was filed with
the Clerk of said Court as follows to wit:
Legal Notice
Jacob Snider } Union County Court of Common Pleas
vs. } Ohio.
Martin Snider et al defendants }
William Snider living in Jones County
Iowa, Jacob Warman of Fort Wayne Indiana David Warman
Henry Warman William Warman John Warman Margaret
Warman now married to Whose name is unknown to this
plaintiff Elizabeth Warman now married to Whose name
is unknown to this plaintiff heirs at law of Margaret Worman
deceased and the unknown heirs of Rebecca Worman deceased
Whose names and places of residence are unknown to this plaintiff
Will take notice that on the 26 day of March A D 1884 Jacob
Snider filed his petition in the Common Pleas Court of Union County
Ohio in Case No 4503 against Martin Snider and others including

the above named parties praying for further distribution of Share set off and assigned to unknown heirs of the said Rebecca Woods out of the Estate of Jacob Snider deceased on a proceeding and decree of the Court of Common Pleas of Union County Ohio had on the petition of Jorge Snider Against the above named Jacob Snider and other heirs at law of Jacob Snider Sen. deceased filed on the 17 day of April 1862 in said Court. Said parties are required to Answer on or before the 8th day of May A.D. 1884 in default thereof said decree for further distribution of said Share of said Estate As above described will be taken against them.

Jacob Snider By. J.M. Kennedy his Attorney Apr 2 1884.

The State of Ohio Union County ss.

The undersigned being duly sworn says that a copy of the annexed notice was published for six Consecutive weeks in the Marysville Tribune A Newspaper of General Circulation in the County of Union the first publication bearing date April 2. 1884

W.D. Shearer.

Sworn to and subscribed before me this 26 day of May 1884

J. V. Burgun Clerk

March 26. 1884 an affidavit was filed which reads as follows:

Affidavit. Jacob Snider Plaintiff vs Martin Snider et al Defendants | Union County Court of Common Pleas in and for said County s.s. Affidavit.

Jacob Snider being first duly sworn says that the heirs of Rebecca Woods now deceased are necessary parties to this cause And that the names and residence of each and all of them is unknown to this plaintiff and has been for more than thirty years last past.

Jacob. Snyder

Sworn to and subscribed by the said Jacob Snider before me this 26th day of March A.D. 1884.

J. V. Burgun Clerk.

March 26. 1884 And affidavit was filed which is as follows to wit:

Affidavit. Jacob Snider Plaintiff vs. Martin Snider et al Defendants | Union County Court of Common Pleas —— Affidavit.

Jacob. Snider the plaintiff says that service of Summons can not be made in this Action on the defendants William Snyder Jacob Worman David Worman Henry Worman William Worman John Worman Margaret Worman pursuant unknown to plaintiff Elizabeth Worman pursuant unknown to this plaintiff and that the names and residence of the unknown heirs of Rebecca Woods are unknown to this plaintiff and that the cause is one of those mentioned in Section 5048 of the Revised Statutes of Ohio. State of Ohio Union County ss. Jacob Snyder being duly sworn says the facts

and allegations of the foregoing Affidavit All as he believes true.
Jacob Snyder.
Sworn to and Subscribed before me by the said Jacob Snyder this the 26 day of March AD 1884
J. V. Burgun Clerk.
On the 17th day of May 1884 An Entry was made by the Clerk on the Journal of said Court which reads as follows to wit:

Jacob Snyder vs Martin Snyder } 4503. Entry

Entry 4503

This day this Cause came on to be heard upon the petition of the Plaintiff the Defendants being in default for answer or demurrer and the Court being fully advised in the premises And on motion of the Plaintiffs Counsel J. M. Kennedy the order of publication herein made is Confirmed And it is further found by the Court that said unknown heirs of Rebecca Moores dec are presumed to be dead And there Appearing to be no reason Why a further distribution Should not be made of the Money Claimed in the Plaintiffs petition it is therefore ordered and decreed by the Court that out of said sum so found to wit $105 20 that the Costs of this action be paid including an Attorney fee of $20 00 to J. M. Kennedy Plaintiffs Atty And that out of the residue the Plaintiff Jacob Snider is to recover $ being 1/11 part thereof That Martin Snyder is to recover $ 1/11 being one 11 part thereof. That William Snyder is to recover $ being 1/11 part thereof. That George Snider recover $ being the 1/11 part thereof. That Andrew Snider is to rec $ being 1/11 part thereof. That Susan Jolliff is to rec $ being 1/11 part thereof. That Hannah Jolliff is to recover $ being 1/11 part thereof. That Julia Reed recover $ being the 1/11 part thereof That Jacob Worman David Worman, Henry Worman William Worman John Worman Margaret Preston and Elizabeth Sanford each $ being the 1/7 part thereof. That Letha Ann Rosetta recover $ being the 1/11 part thereof and the Court further finds that said Sarah Snyder is a Lunatic and hereby Appoints Jacob Rhyder as trustee for her to hold her Share of said Money in trust for her benefit And that the Receiver of said Money the Sum of $ being the 1/11 part thereof.
It is further ordered Adjudged and decreed that said parties have a judgement against Jabez Randall for the sum of $105 20 And that if said Randall fails to pay said sum into this Court on or before 60 days from May 17 1884 then that Execution issue for the same against said Jabez Raydell.
On June 3d 1884 An Entry Was made on the Journal of said Court by the Clerk Which reads as follows to wit:

4503 Entry

Jacob Snyder vs Martin Snyder } 4503 Entry

On motion this day the decree in this case as to Sarah Snyder a Lunatic Was opened and And leave taken to Continue the Cause as to her for such

On the 15th day of Sept 1884 an Entry was made by the Clerk on the Journal of said Court which reads as follows to Wit:

Entry 4583 — Jacob Snyder vs. Martin Snyder et al } Supplemental Entry

This day this Cause Came on for hearing on the Motion of Jacob Snider made at the former Term of this Court for an order for vacating the former Entry made in this Case for the purpose of setting aside the Service on Sarah Snyder a lunatic and Appearing to the Court that said Service is not Complete and the Court being fully Advised in the premises does therefor order and decree a further Distribution of the Estate as Amongst as set forth to the said Sarah Snyder the part of said Money as found in the Original Entry herein And it is further ordered that Jacob Snyder be confirmed as the Guardian of said Sarah Snyder a lunatic and that an Execution issue against Jabez Randall upon Judgement that heretofore taken in this Case within 30 days from this date in default of the payment of said Judgement with its interest

Attest: J. L. Bumgardner Clerk.

Was begun and held at the Court House in the Town of Marysville within and for the County of Union 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 four.

Thereafter to-wit: on the 25th day of April 1881 the following petition was filed with the Clerk of said Court to-wit:

Petition

Petition — The State of Ohio, Union County } In the Court of Common Pleas. No 3824. Petition

3824

Giles O Griswold v Daniel W. Camp Geraldine S. Camp Joseph F. Randall Fannie P. Randall The Camp and Randall Manufacturing Co. The First National Bank of Warren Ohio. The Trumbull National Bank of Warren Ohio. The Hubbard National Bank of Hubbard Ohio Charles Smith.

The Plaintiff Giles O. Griswold as Appears to our first Cause of action herein States, says that during the time herein mentioned the above named Daniel W. Camp and Joseph F. Randall were partners under and by the firm name of Camp and Randall and the said Geraldine S. Camp was and is the wife of said Daniel W Camp and said Fannie P. Randall was and is the wife of said Joseph F. Randall the said The Camp Randall Manufacturing Co

was and is a corporation duly Created and Existing as a manufacturing Company under and by virtue of the laws of the State of Ohio having its principal office at Warren Trumbull County Ohio and the said First National Bank of Warren Ohio The said Trumbull National Bank of Warren Ohio and the said Hubbard National Bank of Hubbard Ohio was and is such a corporation duly Created and Existing as a National Bank under and by virtue of the laws of the United States.

First Cause of Action.

The plaintiff for his first Cause of action says that on the 30th day of November 1878 the defendants Daniel W. Camp and Joseph F. Randall as partners aforesaid were indebted to him in the sum of $780457 with interest thereon from October 1. 1878 at the rate of 8% per annum upon the promissory note of said firm of Camp and Randall of that date Oct 1 1878 for said sum payable forty days after date with interest at the rate of 8% per annum payable annually and being as such partners the owners of the Real Estate and property hereinafter described they for the purpose of securing the payment of said note and interest duly Executed and delivered him on said November 30 1878 a deed duly Executed by said Daniel W Camp and Joseph F. Randall in due form of law for the Conveyance of lands in the State of Ohio whereby they Conveyed to him and his heirs the following described lands and property Situate in the township of Claibourne Union County and State of Ohio And known as part of Survey No 307 and bounded as follows Beginning at a Stone in the North west line of the Atlantic and Great Western Railroad Company's land being the corner to a tract of land owned by said Rail Road Company and near the canal Bank at Richwood and running thence North 14 degrees West thirteen 17/100 poles to a Stone. Thence North 76° East twelve and 18/100 poles to a Stone in the line of said railroad thence South 28 degrees 45 minutes West eighteen poles to the place of beginning containing Eighty nine & one hundredths of land with all the buildings engines boilers brick work Connections pumps Cranks Shafting Pulleys belting pulleys, brakes Scutching machines lathes and other Machinery Appliances and implements thereon or thereto Connected or used therewith being the partnership property of said Camp and Randall. Which deed contains as a part thereof a condition of defeasance by which it was provided that if said Grantors should pay or cause to be paid the amount of said note with interest as aforesaid according to its tenor and effect then said Conveyance should be void otherwise to remain in full force and effect. Plaintiff says that though said note is due and payable no part thereof has been paid and there is now due him thereon said sum of $780457 with interest from October 1st 1878 at the rate of 8% per annum payable annually. Plaintiff further says that on Dec. 2. 1878 said mortgage

was delivered to the recorder of said County to be recorded and by him duly recorded.
Second Cause of Action: For a second Cause of Action herein the plaintiff says that on Nov 30 1878 the defendants Daniel W. Camp and Joseph F. Randall as partners as aforesaid were indebted to him in the sum of $7804.27 with interest thereon from Oct. 1 1878 upon the promissory note of said firm of Camp and Randall of the date of October 1. 1878. for said sum payable fifty days after date with interest at the rate of eight per Cent per annum payable annually And being as such partners the owners of the real estate and property hereinafter described. They on said November 30 1878 for the purpose of securing the payment of said note and interest as aforesaid executed and delivered to him a deed duly executed by said Daniel W Camp and Joseph F. Randall in due form of law for the conveyance of lands in the State of Ohio whereby they conveyed to him and his heirs the lands and tenements and property described as follows Situate in the Town of Richwood Union County and State of Ohio and known as being part of Survey Numbers 6307 And bounded as follows. Beginning at a Stake in the middle of the Marysville and Kenton Road said Stake being six rods from the middle of the track of the Atlantic and great Western Rail Road Company and being the North East Corner of the tract of land conveyed by B. F. Roberts to Samuel Popplton: thence South thirty degrees West with the line of said rail road fourteen poles to a Stake thence South seventy degrees East- six poles to a Stake in the Middle of said Marysville and Kenton road thence with the middle of said road fourteen poles to the place of beginning Containing forty two poles of land also the Warehouse building and appurtenances standing wholly or partly upon the lands of said rail road Company adjoining the above described land with all the appliances buildings scales and locks in or about said Ware house or about said lands Except a building erected and owned by one Eli E. Barnes for the sale of buggies thereon. Said deed contains as a part thereof a condition of defeasance by which it is provided that if said Grantors should pay or cause to be paid the amount due upon said note with interest as aforesaid according to its tenor and effect- then said Conveyance should be null and void otherwise to be and remain in full force and effect- And said deed was on the second day of December 1878 delivered to the recorder of said County for record and by him duly recorded. Plaintiff says that though said note is due and payable yet no part thereof has been paid and there is now him upon said note and mortgage said sum of $7804.27 with interest at the rate of 8% per annum payable annually from October 1 1878. Plaintiff further says with reference and applicable to each of said Causes of action

that the lands and property above mentioned were during all the time that the same were owned by said Camp and said Randall as aforesaid the partnership property and effects of said Camp and Randall bought and paid for with the partnership money and money of said firm and held and owned by said firm for its partnership business and purposes Exclusively And that said firm was at the date of said Conveyances Ever since has been and now is Entirely insolvent And neither said Geraldine S. Camp or said Hannis P. Randall as against this Plaintiff or his said Mortgages has any rights of title or dower in said premises

Plaintiff further says that after the Execution of said Mortgages to wit Dec. 3rd 1878 said Daniel M. Camp and Joseph P. Randall Conveyed all their remaining Estate and interest in said above mentioned property to the defendants the Camp and Randall Manufacturing Co. but the same was and is subject to the aforesaid Mortgages to this plaintiff and his aforesaid rights and liens and said Conveyance was taken by said Corporation with full knowledge of said Conveyances (Mortgages) and rights and liens of plaintiff and with the knowledge and its Consent and understanding that the Conveyance to it was subject to plaintiffs rights and liens as aforesaid. Plaintiff further says that the defendants the First National Bank of Warren Ohio. The Trumbull National Bank of Warren Ohio and the Hubbard National Bank of Hubbard Ohio and Charles Smith Claim some interest in the liens and Mortgages above described and in the proceeds of the sale of said property and this action is brought by and with the Consent of Each of them. Wherefore plaintiff pray's that all the above named defendants may be made parties defendant herein and be required to answer and all upon any Claim or interest that they or either of them have in or to said property or securities or proceeds of sale, that the amounts due upon said liens and Mortgages be found and determined by the Court and that the defendants Daniel M. Camp and Joseph P. Randall be ordered to pay the same with interest and Costs. and that in default of such payment said property be ordered to be sold and free from the dower of said female defendants and the proceeds applied to the payment of the Costs and said sums so found due and interest as aforesaid That the rights and interests of said National Banks and Charles Smith in the premises be found and determined and for such other relief as may be just and right:

Hutchinson & Tuttle Pltffs Attys.

Giles O Griswold the plaintiff being sworn says he believes the statements of the foregoing petition are true

Giles O. Griswold

Sworn to before me and signed in my presence April 18th 1881.

Seal

David Jamison Notary Public

Precip. Precipe Clerk: Issue Daniel M. Randall et al

Precip. 3524 Giles O. Griswold vs. Daniel M. Camp et al

Precip. Daniel M. Camp et al

Summons May 16th The State of Ohio, Union County, ss. To the Sheriff of Union County, Greeting: You are hereby commanded to summon the above named defendants Daniel M. Camp et al if they be found in your county, so that they be and appear before the Court of Common Pleas within and for said county, on the first day of the next term thereof, to be holden at the Court House in Marysville, within and for said county, on the first Monday of June next, then and there to answer the petition of Giles O. Griswold plaintiff, and to show cause, if any they have, why the prayer of said petition should not be granted. And have you then and there this writ, with your return thereon, showing how you have executed the same. Witness my hand and seal of said Court, this 16th day of May A.D. 1881. Seal. Attest Randall Clerk. By Geraldine S. Camp Deputy.

Summons The State of Ohio, Union County, ss. To the Sheriff of Union County, Greeting: You are hereby commanded to summon the above named defendants Daniel M. Camp et al if they be found in your county, so that they be and appear before the Court of Common Pleas within and for said county, on the first day of the next term thereof, to be holden at the Court House in Marysville, within and for said county, on the first Monday of June next, then and there to answer the petition of Giles O. Griswold plaintiff, and to show cause, if any they have, why the prayer of said petition should not be granted. And have you then and there this writ, with your return thereon, showing how you have executed the same. Witness my hand and seal of said Court, this 16th day of May A.D. 1881. Seal. Attest Randall Clerk. By Geraldine S. Camp Deputy.

Return Summons The State of Ohio, Union County, ss. To the Sheriff of Union County, Greeting: You are hereby commanded to summon the above named defendants Daniel M. Camp et al if they be found in your county, so that they be and appear before the Court of Common Pleas within and for said county, on the first day of the next term thereof, to be holden at the Court House in Marysville, within and for said county, on the first Monday of June next, then and there to answer the petition of Giles O. Griswold plaintiff, and to show cause, if any they have, why the prayer of said petition should not be granted. And have you then and there this writ, with your return thereon, showing how you have executed the same. Witness my hand and seal of said Court, this 16th day of May A.D. 1881. Seal. Attest Randall Clerk. By Geraldine S. Camp Deputy.

Summons. The State of Ohio, Union County, ss.

Precipe. Precipe was attached to and filed with said petition as follows.
Clerk:

Issue summons to Sheriff of Trumbull County Ohio for Daniel W. Camp Geraldine S. Camp and the Camp and Randall Manufacturing Co

Hutchinson & Tuttle Atty's Attys.

On June 23 1881. The following precipe was filed with said Clerk

3524 Precipe

Giles O. Griswold vs. Daniel W. Camp et al } Common Pleas Court. Union County Ohio

Clerk: Issue summons for Joseph F. Randall and Freeman P. Randall.

Hutchins & Tuttle Atty's Attys

May 16th 1881 Summons was issued by the Clerk as follows:

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

We command you to notify Daniel W. Camp. Geraldine S. Camp and the Camp and Randall Manufacturing Company that they and either have been sued by Giles O. Griswold in the Court of Common Pleas of Union County and that unless they answer by the 4th day of June A D 1881 the petition of said Giles O. Griswold 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 6 day of May A D 1881.

Witness my hand and the seal of said Court this 5th day of May A D. 1881.

Seal

W. H. Wright Clerk.

May 18th 18. 1881 said Summons was returned and filed with the Sheriffs return Endorsed thereon as follows:

Return The State of Ohio } ss
Trumbull County }

Received this writ May 18th 1881 at 10 O'Clock A. M. And pursuant to its Command on the 12th day of May A D 1881 I Summoned the within named "The Camp and Randall Manufacturing Company by delivering personally a true and certified copy hereof to Giles O. Griswold president of said Company the within named Daniel W. Camp and Geraldine S. Camp not found in my jurisdiction not Summoned

S F Bartlett Sheriff of Trumbull County O
By John S. Hays Deputy.

Sheriffs office Warren Ohio May 16th 1881.

On June 23. 1881. Summons was issued by said Clerk as follows.

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

We Command you to notify Joseph F. Randall

and Fanni P. Randall that they and others have been sued by Giles O Griswold in the Court of Common Pleas of Union County and that unless they answer by the 23d day of July A D 1881 the petition of the said Giles O. Griswold filed against them in the Clerks office of said Court- Such petition will be taken as true and judgement rendered accordingly. You will make due return of this Summons on the 4th day of July A. D. 1881.

Witness my hand and the seal of said Court this 23d day of June A D. 1881

Seal

W. W. Winget Clerk

July 4th 1881. Said Summons was returned and filed with the Sheriffs return Endorsed thereon as follows.

Return

Sheriffs Return

The State of Ohio } ss
Union County

Received this writ June 23d A D 1881 at 6 O Clock P. M. The within named defendants not found in my County
Fees $2.02

John Hoberack Sheriff.

June 21st 1881. A Precipe was filed with the Clerk of said Court as follows

Precipe 3824

Giles O Griswold vs. Daniel W. Camp et al } Court of Common Pleas Union County Ohio.

Clerk: Issue Alias Summons to the Sheriff of Trumbull County Ohio for Daniel and Geraldine S. Camp

Hutchins & Tully Plffs Attys

June 21st 1881 in Obedience to said Precipe Summons was issued as follows by said Clerk Vz:

Summons

The State of Ohio } ss
Union County

To the Sheriff of the County of Trumbull Greeting:

We command you to notify Daniel W. Camp and Geraldine S. Camp that they have been sued by Giles O Griswold in the Court of Common Pleas of Union County and that unless Answer by the 23 day of July A D 1881 the petition of the said Giles O Griswold against them filed in the Clerks office of said Court- Such petition will be taken as true and judgement rendered accordingly. You will make return of this Summons on the 4th day of July A.D. 1881. Witness my hand and the seal of said Court this 21st day of June A.D. 1881

Seal

W. W. Winget Clerk.

on the 1st day of July 1881 said Summons was returned and filed in the Clerks office with Sheriffs return Endorsed thereon as follows.

Sheriffs Return

Return The State of Ohio } ss
Trumbull County

Received this writ June 22nd A D 1881 at 9 O Clock A M. and pursuant to its Command on the 25 day of June A. D. 1881 I Summoned the Within named Daniel W.

Camp by delivering to him personally a true and certified Copy
hereof with the Endorsements thereon and Geraldine S. Camp
on the 27th day of June A D 1881 in a like Manner
Sheriffs Fees $ 12. S. F. Bartlett Sheriff By John S Hoyt Deputy
Sheriffs office Warren Ohio June 27th 1881.
On the 16th day of August Summons was caused to be issued and
was issued by the said Clerk as follows to wit:
Praecipe filed Aug 16. 1881. To wit: In Court of Common Pleas Union County Ohio. Then Summons to Sheriff Trumbull
Giles O. Griswold } County for Joseph F. Randall and Fannie P. Randall his wife
vs } To W. W. Winger Esq Clerk of Court
Daniel W. Camp et al } Fulching & Tuttle Pltfs Atty
Summons The State of Ohio } To the Sheriff of the County of Trumbull Greeting:
Union County ss }

We command you to notify Joseph F. Randall
and Fannie P. Randall that they and others have been sued
by Giles O Griswold in the Court of Common Pleas of Union
County and that unless they answer by the 17th day of Sep-
tember A D 1881 the petition of the said Giles O Griswold
against them filed in the Clerks office of said Court such pe-
tition will be taken as true and judgement rendered ac-
cordingly. You will make due return of this Summons on
the 29th day of August A D 1881. Witness my hand and the
Seal of said Court this 16th day of August A. D. 1881.
Seal W. W. Winger-Clerk
On Aug. 24th 1881. said Summons was returned and filed
with said Clerk with the Sheriffs Return endorsed thereon as follows.
Sheriffs Return.
Return The State of Ohio }
Trumbull County, ss. }
Received this writ August 18th A D, 1881 at 12
O. Clock M and pursuant to its Command on the 19th day of
August 1881. I Summoned the within named Joseph F. Ran-
dall and Fannie P. Randall by leaving a true and certi-
fied copy hereof with the Endorsements hereon at the usual
place of residence of each
Fees $1.01 S. F. Bartlett Sheriff By John S. Hoyt Deputy
Sheriffs office Warren Ohio August 23d 1883.
On the 11th day of June 1881 an affidavit for service by publica-
tion was filed with the Clerk of said Court which is as follows.

Affidavit 3824 Giles O. Griswold Plaintiff } Court of common Pleas Union County Ohio.
vs. } Affidavit for service by publication
Daniel W. Camp et al Defendants }

S. Piper of lawful age being first-
duly sworn according to law says that he is the agent of
the Plaintiff Giles O Griswold duly Authorized in the premises
That on the 28th day of April A D. 1881 the plaintiff filed in
the said Court of Common Pleas a petition against Daniel
W. Camp Geraldine S. Camp and others praying that certain
lands in said County may be decreed to be sold to satisfy
a mortgage given by said Daniel W. Camp Geraldine S.
Camp Joseph F. Randall and Fannie P. Randall to the said

Plaintiff to secure payment of a certain sum of money therein named and the said Daniel W Camp and Joseph F Randall have since conveyed said premises to the said Camp and Randall Manufacturing Company and the said plaintiff further says that the said Daniel W. Camp and Geraldine S. Camp have removed from the State of Ohio and now live at Union City Erie County in the State of Pennsylvania and that service of Summons can not be made on the said Daniel W. Camp and Geraldine S. Camp within this State and the said plaintiff wishes to obtain a service on the said Daniel W Camp and Geraldine S. Camp by publication further this affiant saith not-

S. Piper

Sworn to and Subscribed by S. Piper this 11th day of June A D 1881.

W. W. Winget Clerk.

May 24th 1882. Proof of publication of service was filed with the Clerk of said Court which is as follows to wit:

Legal Notice

Proof of Publication. Daniel W. Camp and Geraldine S. Camp of Union City Erie County in the State of Pennsylvania will take notice that Giles O Griswold of the County of Trumbull in the State of Ohio Did on the 25th day of April A D 1881. File his petition in the Court of Common Pleas within and for the County of Union and State of Ohio against the said Daniel C. Camp Geraldine S. Camp and Joseph F. Randall and Fannie P. Randall. The Camp and Randall Manufacturing Company The First National Bank of Warren Ohio The Trumbull National Bank of Warren Ohio The Hubbard National Bank of Hubbard Ohio and Charles Smith defendants Relief for the that the said Daniel W. Camp Geraldine S. Camp Joseph F. Randall gave a mortgage to the said Giles O Griswold on 84 Square rods of land situate in the Township of Claibourne County of Union State of Ohio Being part of Survey No 6307. Beginning at a stone in the South West line of the A & G W R. R. Cos land being the Corner to a tract of land owned by said Company and near the Farrel Bank at Richwood and running thence North 14° W 13 17-100 poles to a stone, Thence North 76° E 12-18-100 poles to a stone in the line of said rail road, Thence S 28° W 18 poles to the place of beginning Containing 84 Square poles. And also another tract of land in said County and State and in Survey No 6307 in the petition fully and particularly described Containing 42 poles of land said mortgage was given to secure the payment of $1560 94 According to certain notes referred to in said mortgage and that since the giving of said mortgage the other defendants Claim some interest in said lands under the said Daniel W. Camp and Joseph F. Randall and pray that said Daniel W Camp and Joseph F Randall pay said sum now claimed to be due with interest thereon at 8 per cent from Oct 1st 1878 or that said premises may be sold to pay the same and the said Daniel W Camp and Geraldine S.

Answer C. Smith 3824

Camp
Answer
June 15, 1881.
The State
Union
Copy of
Execution
Service
Sworn
On the
filed
The State
Union
Giles
Daniel
Service
for the
Joseph
is re
to him
1st. 1878
That the
and the
as were
pay
Secured
Bank
Oct 1st
Court
May
the same
found
by the
May
just
Charles
Sworn to
Seal

Camp are notified that they are required to appear and Answer said petition on or before the 6th day of August Adjourn 15, 1881. Giles O Gris wold by Hutchins & Tuttle his Attorneys.

The State of Ohio }
Union County ss }

The undersigned Orrin Daly Curran says that a Copy of the annexed notice was published in for Six Consecutive Weeks in the Marysville Tribune a newspaper of General Circulation in the County of Union the first publication Of Same being made June 15. 1881.

W. O. Stucarn

Sworn to and subscribed Before me this 24th day of May 1882.

J. D. Burgess Clerk.

On the 29th day of April 1881 the answer of Charles Smith was filed with the Clerk of said Court. Which reads as follows:

Answer C. Smith 3824

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

Giles O. Griswold
vs.
Daniel W. Campbell } Answer of Charles Smith

The defendant Charles Smith for Answer herein says. That he has an interest in the notes and mortgages referred to in the petition herein As Collateral Security for the Payment of a note of said Daniel W. Campbell and Joseph F. Randall upon which said Giles O. Griswold is Security dated February 28. 1879 for $2175.99 payable to him in five equal annual installments from February 1st. 1879 with interest from that date payable semi annually That said notes and mortgage were deposited with the defendant and the first National Bank of Warren Ohio by said Griswold as well for the Security and benefit of this defendant for the payment of said note and by reason of his liability as Security thereon as for the Security of said First National Bank and are still so held. There has been paid on said note two thirds 2/3 of the principal and all of the interest to February 1, 1881. This action is brought and prosecuted with the Consent of this defendant who also consents that judgment may be entered as prayed for and asks that on final hearing the amounts due and to become due on said note may be found and determined and that his rights and interests in the premises may be protected and for such other and further relief as may be just and right.

By. Hutchins & Tuttle his Attys.

Charles Smith on oath says that he believes the Allegations of the foregoing answer to be true.

Charles Smith.

Sworn to before me and signed in my presence April 28. 1881.

Seal

Whittlesey Adams Notary Public.

On said April 29th 1881, the Answer of The First National Bank of Warren was filed which reads as follows Viz:

Answer

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

Giles O. Griswold
vs.
Daniel W Campbell
} Answer of First National Bank.

The defendant the First National Bank of Warren Ohio for answer herein says that it is a corporation duly Created and Existing As a National Bank under by Virtue of the laws of the United States.

Defendant further says that it holds the note and mortgage as Collateral Security for the payment of a note payable to it made by said Daniel W Camp and Joseph F. Randall unto said Giles O Griswold as Security thereon for the sum of $901.53 dated February 28th 1879 payable in four Equal Annual instalments from Feby 1. 1879 with interest payable Semi Annually from Feby 1st 1879 the defendants having received said note and Mortgage as such Collateral from said Griswold on Account of his liability on said note as such Surety There has been paid upon said note two fifths (2/5) of the principal and all the interest to Feb 1 1881 And this Action is brought and prosecuted with the Consent of this defendant And it Consents that Judgement be rendered as prayed for. Defendant asks that upon trial hearing the Amount due and to become due upon said note be determined And that its right and interest in the premises be determined and protected and for such other relief as is just and right.

Hutchins & Tuttle Defts. Attys

N. B. Perkins on Oath says that he is president of said First National Bank And that he believes the Statements in the foregoing Answer are true

N. B. Perkins

Sworn to before me and Signed in my presence April 27th 1881.
Seal
J. W. Taylor Notary Public

On said April 29th 1881 The Hubbard National Bank filed its answer in said Case which reads as follows to wit:

Answer

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

Giles O Griswold
vs.
Daniel W Campbell
} Answer of Hubbard National Bank.

The defendant The Hubbard National Bank of Hubbard Ohio says it is a Corporation duly Created and Existing as a National Bank under and by Virtue of the laws of the United

States. And for Answer herein says that it has an interest in the Note and Mortgages referred to in said petition as Collateral Security for the payment of the Note of said Damil W. Camp and Joseph F. Randall upon which said Giles O Griswold is surety dated February 28. 1879 payable to this defendant for $397.31 in five Equal Annual installments with interest from Feby 1. 1879 payable semi Annually. Said Note and Mortgages were deposited with the defendant the First National Bank of Warren Ohio by said Griswold as well for the Security of Camp. of this defendant for the payment of said Note and by reason of his liability as Security thereon as for the Security of the said First National Bank and are still so held. There has been paid on said Note two fifths of the principal and all of the interest to the first day of February 1881. This Action is brought and prosecuted with the Consent of this defendant who also Consents that Judgement may be rendered as asked and asks that upon final hearing the Amount due and to become due upon said Note may be determined and that its rights and interests in the premises be protected and for such other and further relief as may be just and right

By Hutchins & Tuttle Its Attys.

Alexander M Jewell on oath says that he is President of said Hubbard National Bank and that he believes the Statements of the foregoing Answer are true.

Alex M Jewell.

Sworn to before me and signed in my presence April 28th 1881

Seal

Robt. T. Brand Notary Public

April 29th 1881. The Tremont National Bank filed its Answer in said Case which is as follows to-wit:

Answer

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

Giles O Griswold
vs.
Damil W Camp et al

} Answer of Tremont National Bank.

And now comes the defendant the Tremont National Bank of Warren Ohio and says that it is a Corporation duly Created and Existing as a National Bank under and by virtue of the laws of the United States and for Answer herein says that it has an interest in the Note and Mortgages referred to in said petition as Collateral Security for the payment of the Note of said Damil W Camp and Joseph F. Randall upon which said Giles O Griswold is surety Dated February 28/1879 payable to this defendant for $1882.62 in five Equal Annual installments from February 1 1879 with interest payable semi annually from February 1 1879 That said Note and Mortgages were deposited with the defendant the First National Bank of Warren Ohio by said

Griswold as well for the security and benefit of this defendant as for the payment of said note and by reason of his liability thereon as for the security of said First National Bank and an Writ to hold. There has been paid upon said note two fifths (2/5) of the principal and all of the interest to February 11881.

This action is brought and prosecuted with the consent of this defendant, who also consents that judgement or decree as asked and asks that on final hearing and to become due upon said note be determined and that its rights and interests in the premises be protected and for such further relief as is just and right.

By Hutchins & Tuttle Its Attys.

Charles Smith on oath says that he is president of said Farmers National and that he knows the statements in the foregoing Answer are true.

Charles Smith

Sworn to before me and signed in my presence April 28. 1881

Seal Whittlesay Adams Notary Public.

On the 9th day of July 1881 a Motion was filed with the Clerk of said Court which reads as follows to wit:

Motion 3824

Giles O Griswold vs. Daniel W Camp et al } Court of Common Pleas Union County Ohio.

And now comes Charles Randall and says he has an interest in the said real estate mentioned in plaintiffs petition by reason of a judgement given against said Daniel W Camp and Joseph F. Randall and therefore moves the Court for leave to be made party defendant and for leave to file Answer herein.

P. R Kerr Atty for Charles Randall

On the 13 day of October 1881 an Entry was made by the Clerk on the Journal of said Court which reads as follows to-wit:

Entry 3824

Giles O Griswold vs. Daniel W Camp et al } No 3824

On motion to the Court Gardner Clark and York who claim an interest in the property described in the petition they have leave to file Answer and Cross petition instanter which Answer and cross petition is filed

Same day said Gardner Clark and York filed their Answer which reads as follows to wit:

3824

Answer

Giles O. Griswold vs. Daniel W Camp et al } Court of Common Pleas Union County Ohio Answer Gardner Clark and York

Now comes the defendants Gardner Clark and York and by leave of Court first having made herein plead to the action of plaintiff say that they are a firm located at and doing business in the City of Cleveland Ohio That at the May Term 1881 of the Court of Common Pleas of

of Trumbull Co. Ohio they obtained a Judgement against said Daniel W. Camp and Joseph H. Randall doing business as Camp and Randall defendants herein for the sum of $11019.32 which said Judgement is unsatisfied & unstayed and an Execution having been levied on the lands discribed in plaintiffs petition on the 13th day of October A.D. 1881 it has become a lien on the lands and tenements discribed in Plaintiffs petition from said date.

Defendant further says that on and previous to the 2nd day of December 1878 the said Camp and Randall was owning said plaintiff the principal of the claim described in the petition of plaintiff which was a claim of long standing and on which little credit was then or ever attached by both the plaintiff and said Camp and Randall that plaintiff was at said date also liable as Endorser or surety for said Camp and Randall to divers parties to the amount of about $48,000. That said Camp and Randall were then owing these defendants the claim for which they have since obtained Judgement as aforesaid As well as about $100,000 to sundry Creditors other than said plaintiff and these defendants most of which was past due as aforesaid Claim of these defendants; that said Camp and Randall was at said date insolvent And be coming unable to pay their debts then being pressed for pay ment that about said date And just previous to giving the mortgage described in the petition of plaintiff said Camp and Randall Communicated to plaintiff their actual Condition financially and among other things stated to him the actual amount of their indebtedness the amount and kind of their assets and the fact that they could not pay their debts in full nor even meet their obligations then maturing to secure a preference over other Creditors and to absorb their property and have the same converted to the pay ment of his Claim and with an insidious and fraudulent design not only to other Creditors of said Camp and Randall but as well to said Camp and Randall proposed and recommended to said Camp and Randall a plan or Scheme by which as plaintiff represented they could continue their business in defiance of the rights of other Creditors Could take advantage of improved times Could accumulate a surplus and gradually buy up and discharge their obligations at such a percentage the whole amount of each Claim as to them seemed equitable and this in a few years Could by industry And Economy for themselves and their said firm of dbor And really do better by their Creditors than they would by making a general assignment That the said plan or Scheme then proposed was that the said Camp and Randall should mortgage their entire property both real and personal including their books bills and accounts and everything liable to be discovered by other Creditors in efforts to collect their debts to plaintiff as a security and inducement of aforesaid old indebtedness to himself

intending and saying that said old claim with interest Carefully computed would cover the substance of this said property and (fully protect it from their creditors) and that they then should organize a chartered Company with the plaintiff and his partner Truman H Dunham and the book keeper of said Camp and Randall one W. B. Dean Corporators with said Daniel W. Camp and Joseph F. Randall the former to own one share of $100 of the Capital Stock of said Company and said Camp and Randall the entire residue of said Capital Stock Amounting to $ and said Camp and Randall should all their Equity of Redemption to said Company and having become Entitled to the Stock of said Company representing said Equity and the future Agreements of said Company should again transfer them Collaterally to said plaintiff as an incident of said mortgage and to further secure plaintiff ostensibly but in fact to put Everything both present and to be acquired properly beyond the reach of Creditors and prevent it being Applied in payment of their Creditors until such time as said Camp and Randall by industry and Economy as aforesaid had accumulated Enough to pay aforesaid obligations upon which plaintiff was liable as Endorser or Surety as aforesaid and their other Creditors such Amounts as they might agree upon in discharge of their Claims and further as a part of said plan of Scheme and as an inducement thereto plaintiff promised and agreed to and with said Camp and Randall that if they would enter into and procure with said Scheme as aforesaid he would not press his Claim as to secure as long as they profitably Conducted their said business and when they paid said indebtedness upon which he was Contingently liable or otherwise secured the same so as to release him he would in Consideration of their action in thus entering into said Scheme and pursuing the same to his relief from said Contingency and also as his Contribution to their Solvency release and Wholly and Absolutely Cancel this said Obligation to him so secured and described in said Mortgage. Defendant further say that said Camp and Randall had great confidence in the professions and promises of said plaintiff as Expressed in said Scheme and relying upon same Entered into and proceeded to Carry out the same as plaintiff had proposed and in pursuance thereof and not otherwise or for any other purpose Executed the Mortgage described in plaintiffs petition that said Camp and Randall have in all respects so far as permitted by plaintiff Carried out said Scheme and their said business under their Management during the years 1879 and 1880 made large profits Amounting to about $30,000 but that said plaintiff in pursuance of said fraudulent intention from the first has deprived said Camp and Randall of their management of their said business and said Corporation has thereby without Experience in said business or reason for the Change assumed

Answer
No 3824

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court of the offices and business of said Company has recklessly and unnecessarily expended the greater part of aforesaid profits and accumulations in unintended repairs and finally has permitted the more valuable part of said property to be consumed by fire and wholly destroyed. Defendants say that the intentions of plaintiff in said transaction beginning and end was usurious and fraudulent and said mortgage as a part thereof was and is fraudulent as to themselves and the Creditors of said Camp and Randall.

Wherefore the defendant prays that mortgage of plaintiff described in his said petition be declared void and wholly annulled and set aside.

By Geo. P. Hunter
Atty for Gardner Clark and York.

George P. Hunter being duly sworn upon his oath says that he is the Attorney of said Gardner Clark & York who are non residents of said County of Union and absent therefrom and that the allegations contained in foregoing Answer are true as he believes.

George P. Hunter

Signed in my presence and sworn to before me at Warren Ohio this 18th day of October A.D. 1881.

(Seal) Francis A. Fee Notary Public.

On the 18th day of July 1881 the answer of the defendant D. W. Camp was filed with the Clerk of said Court which reads as follows to wit:

Answer
No 3824

Giles O Griswold
vs.
Daniel W Camp et al

Court of Common Pleas Union County Ohio
Answer of D.W. Camp

Now Comes the defendant Daniel W. Camp and for answer herein says for his first Cause of defense. That he denies the allegations of plaintiff and claims that he is the owner of claims and upon. For a second cause of action says that the mortgage described in petition of plaintiff was obtained by false and fraudulent representations and frauds. Defendant therefore prays that said mortgage be declared void and of no effect.

By Geo. P. Hunter Atty for Deft.

George P. Hunter being duly sworn upon his oath says that said Daniel W Camp is a non resident of said County of Union and is absent therefrom that he is the attorney of record of said defendant herein and that the allegations contained in the foregoing Answer are true as he believes.

George P. Hunter.

Signed in my presence and sworn to before me at Warren O. this 16th day of July A D 1881.

(Seal) A Caldwell Clerk Courts

On the 14 day of October 1881 An Entry was made by the Clerk on the Journal of said Court which reads as follows to wit:

3824 Entry — Giles O Griswold Plff vs. Danil W Camp et al Defts } Entry

On motion to the Court and by Consent of parties Charles W. Randall is made a Plff by defendant with leave to file Answer and Cross petition instanter

On said 14th day of October 1881 the Answer and Cross petition of Charles Randall was filed which reads as follows to wit:

3824 Union — Giles O Griswold vs. Danil W Camp et al } Court of Common Pleas Union County Ohio. Answer and Cross petition of Charles Randall.

And now comes Charles Randall and by leave of Court is made a party defendant in this Case and for Answer to plaintiffs petition says as the first ground of defense At the Jan Term of this Court 1880 he obtained a judgement Against the said Danil W. Camp and Joseph F. Randall for $867.00 And on the 28th day of Jan 1880 Caused an Execution to issue thereon by authority of Which the Sheriff of Union County levied upon the property both real and personal described in the petition of the Plaintiff as the property of the said Danil W Camp and Joseph F. Randall late partners doing business at Richwood Ohio under the firm name of Camp Randall and Son and a part of said property to wit the Ware house building with Engine Boiler Belting Pulls and other Machinery and fixtures to the same belonging were duly Advertised and sold by the Sheriff of said County by virtue of said Execution and levy as the property of said Danil W. Camp and Joseph F. Randall & this defendant on the 5th day of May 1880 and the same were duly delivered to the said Charles Randall by said Sheriff in accordance with said Sale. That the said Camp and Randall Manufacturing Company (parties defendant) obtained possession of said ware house and other personal property so sold and delivered to said Randall wrongfully and against the Consent of said Randall and have ever since Continued in possession of the same by force. As a second ground of defense this defendant says that the property described in plaintiffs petition as the Ware house building and all the Engines Boilers and other Machinery and fixtures belonging thereto standing upon the lands of the A and G. W. Rail Road Co is personal property and the Mortgage described in the petition by Which the above described personal property was attempted to be conveyed to said plaintiff was duly recorded as a Real Estate Mortgage in the Mortgage records in the Recorders office in said County of Union and was not filed with the Clerk of Claibourne Township Where said property is situated and no Lein Attaches thereon

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by virtue of said mortgage as against the lien of this defendant by virtue of said levy and sale, as a third ground of defense This defendant says that the property both real and personal described in the petition was at the time the mortgage therein described were executed to said Giles O Griswold was the property of the late firm of Camp Randall & Syon then doing business at Richwood in said County of Union. That said firm of Camp Randall and Syon was a different firm separate and distinct from the firm of Camp and Randall then doing business at Marion Ohio. That said Giles O Griswold was a creditor of said firm of Camp and Randall doing business at Warren and was not a creditor of the firm of Camp Randall and Syon doing business at Richwood and that said mortgage in the petition described were executed by Daniel W Camp and Joseph W Randall on the property of Camp Randall and Syon to indemnify the plaintiff as a creditor of said firm of Camp and Randall at a time when the said firm of Camp Randall and Syon were largely indebted to this defendant and other creditors without reserving any property or means whatever with which to meet said indebtedness and further that said mortgage was obtained by false and fraudulent representations and was made for the purpose of defrauding the creditors of Camp Randall and Syon Wherefore defendant prays that said mortgage in said petition described be set aside and held for naught and further that an account be taken of the amount due this defendant upon his said judgement against the said Daniel W. Camp and Joseph W. Randall and the same be declared a lien upon the premises and property described in the premises and that the ware house building engine boiler belting machinery and fixtures to the same belonging described in the petition be decreed to this defendant upon the said sale and delivery to him by the Sheriff of said County of Union and for all reasonable relief the case in equity demands.

P. B. Cole and P. R. Kerr attys for Charles Randall Defendant.

State of Ohio Union County ss

P. R. Kerr being sworn says he is one of the attorneys in this case for the defendant Charles Randall and that the facts stated in the foregoing answer are within the personal knowledge of said P. R. Kerr and that he believes the same to be true.

P. R Kerr.

Sworn to before me and signed in my presence by said P R Kerr this 14th day of Oct 1881.

W. M. Winget Clerk.

On the 14th day of Oct 1881 a Reply was filed with the Clerk of said Court by the Plaintiff which reads as follows

Reply 3824

Giles O. Griswold vs Daniel W Camp et al | Court of Common Pleas Union County Ohio Reply.

The plaintiff for reply to the Answer of Daniel W Camp says he denies each and all the allegations of said Answer, therefore he prays decree as he did in his petition.

Hutchins and Tuttle Robinson & Piper Attys for Plaintiff

The State of Ohio | Union County ss

Giles O Griswold the plaintiff herein duly sworn deposes and says he believes the Allegations of the foregoing reply are true.

Giles O Griswold.

Sworn to before me and signed in my presence this 14th of Dec 1881.

W. M. Winget Clerk.

On the 15th day of Dec 1881 an Entry was made by the Clerk on the Journal of said Court which reads as follows to wit:

3824 Entry | Giles O. Griswold vs. Daniel W. Camp et al | This Cause is Continued with leave to plaintiff to reply to Answers and Cross petitions in 30 days.

On Jan 3rd 1882 the plaintiff filed his reply with the Clerk of said Court to the Answer of Charles Randall which reads as follows:

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

Reply 3824 Giles O Griswold vs. Daniel W Camp et al | Reply. The said plaintiff for Reply to the Answer herein of Charles Randall Admits the recovery of the judgement the issue and levy of Execution but he says that said judgement was rendered against said Daniel W Camp and Joseph F. Randall as sureties and not otherwise And that at no time since the Commencement of the action in which said judgement was rendered has either the said Daniel W. Camp or Joseph F. Randall or the said firm of Camp and Randall or the firm of Camp Randall & Lyons had or owned any estate in or title to any of the property or premises referred to in said petition or Answer. Plaintiff also admits that his said Mortgage was duly recorded in the office of the Recorder of said County and was not filed in the office of the Clerk of Claiborne Township Also that he was a Creditor of said firm of Camp and Randall. Plaintiff denies all of the other Allegations of said answer and Cross petition and asks judgement as before.

Hutchins & Tuttle Robinson & Piper Pltffs Attys.

Giles O Griswold plaintiff says that he believes the Statements of the foregoing reply are true.

Giles O. Griswold

Sworn to before me and signed in my presence Dec. 29. 1881.

Robt T. Isaac Notary Public

Seal

On the 2nd day of Jan. 1882. the Plaintiff filed his Reply to the Answer of Gardner Clark and York which reads as follows to-wit:

Reply. 3824

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

Giles O. Griswold
vs.
Daniel W. Camp et al

Reply
To Answer of Gardner Clark and York.

The plaintiff Giles O. Griswold comes and says that in reply to the Answer of Gardner Clark and York filed herein he does not waive but insists that said Answer does not state any facts warranting them to intervene in this action or entitling them to any relief herein or constituting any defense to this action.

For reply to said Answer the plaintiff says he admits the existence and doing business of said firm of Gardner Clark and York and its recovery of judgement as stated and that said judgement is unsatisfied and unpaid. He also admits that on and previous to the 2nd day of December 1878 the said Camp and Randall was owing said plaintiff the principal of the claim described in the petition of plaintiff which was a claim of long standing. He also admits that at said date he was liable as Endorser or Surety for said Camp and Randall to divers persons to the amount of about $48,000.00. And that said Camp and Randall were then owing said Gardner Clark and York the claim for which they have since obtained judgement which was then past due and that said Camp and Randall was at said date insolvent and so continued unable to pay their debts then owing pressed for payment. Plaintiff denies each and all the other allegations of said Answer and especially all allegations of fraud and fraudulent acts intention or purpose. For further answering plaintiff says that the debts and claims referred to in the petition herein were at all times and still are honest and bona fide debts and claims and were at all times until long after giving said Mortgage recognized as such by plaintiff and by said Camp and Randall and all parties concerned and still are except that said Daniel W. Camp for fraudulent purposes now pretends not to do so. Said Mortgage was honestly and in good faith made delivered and received for the sole purpose of securing and indemnifying the plaintiff by reason of said debts due him and his liability as stated in said mortgage and not with or for any intent or purpose to cheat defraud hinder or delay any Creditor or any other person.

Hutchins & Tuttle & Robinson & Pipp Plffs Attys.

Giles O Griswold the plaintiff on oath says that he knows the statements of the foregoing Reply are true.

Giles O. Griswold.

Sworn to before me and signed in my presence Dec 29th 1881.
Robt. T. Dunn Notary Public,

On the 2d day of Feb. 1882 an Entry was made by the Clerk on the Journal of said Court which reads as follows to-wit:

3524 Entry — Giles O Griswold vs. Daniel W Camp et al — The defendants having Answered the plaintiff has leave to to any Answer or Replied to in 30 days and Cause Continued.

On the 6th day of May 1882 the defendants Gardner Clark and York filed their Reply to the Answer and Cross petition of Charles Randall with the Clerk of said Court which is as follows to-wit:

3824 Reply — Giles O. Griswold vs. Daniel W. Campbell — To the Court of Common Pleas of Union County Ohio. Reply.

Now come the defendants Gardner Clark & York and for Reply to the Cross petition of Charles Randall say: That they deny that the Wash house Building or engine boiler & Cabs or Machinery were personal property and deny that said Randall is the owner thereof and deny that he obtained any title by reason of his pretended purchase. Wherefore the defendants pray as they have already prayed.

J. S. Cameron and Geo W Hamlin attys for Gardner Clark & York

State of Ohio } Union County ss

J. S. Cameron being first duly sworn says he is fully Authorized in the premises as the Attorney of the said Gardner Clark and York and that they are non residents of the County of Union and that the facts stated and Allegations made in the foregoing Reply are true as he believes

J. S. Cameron

Sworn to before me by said J. S. Cameron and by him Signed in my presence this 6 day of May 1882.

J. D. Burgner Clerk.

On the 24th day of May 1882 an Entry was made by the Clerk on the Journal of said Court which reads as follows to-wit:

3824 Entry — Giles O. Griswold vs. Daniel W. Campbell — 3824 Entry

This action coming on to be tried to the Court upon the pleadings on file viz: the petition of the plaintiff. the several Answers of the First National Bank of Warren Ohio, The Trumbull National Bank of Warren Ohio. The Hubbard National Bank of Hubbard Ohio Charles Smith Daniel W. Camp and the Reply of plaintiff to said last named Answer. The Answer and cross petition of Gardner Clark and York and the Reply of plaintiff thereto. the Answer of Charles Randall and the several Replys of plaintiff and Gardner Clark and York thereto. The proofs and exhibits of the parties, and argued by Counsel for the respective parties and submitted to the Court. the other defendants being in default. Upon Consideration whereof the

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Court finds the issues and Equities in favor of the plaintiffs and that the allegations of his petition and of the several Answers of said National Banks and Charles Smith are true, and that the two mortgages and notes referred to in said petition Exhibit and on the first upon the premises and property in said mortgages and petition described and that there is due the plaintiffs upon said notes and mortgages upon the first day of this term of Court the sum of Eleven Thousand Eight hundred and twenty nine dollars and Eighty one cents ($11829.81 which is to bear interest at the rate of Eight per Centum until paid. It is therefore considered ordered and adjudged that in default of payment to said plaintiffs of said sum so found due him and interest as aforesaid within ten days from this day of May 1882 said premises and property in said mortgage and petition described be sold by the Sheriff as upon Execution According to law and the proceeds applied towards such payment. It is further ordered that the defendants Corporate National Banks and Charles Smith and the Camp and Randall Manufacturing Co. pay the Costs herein and that Execution issue to collect the same. The defendants Camp and Randall Gardner Clark and York and Charles Randall severally give notice of intention to Appeal to the District Court which appeal the Court finds allowable and allows the same and fixes the amount of the undertaking to be given for such Appeal at $200.00 in each case of Appeal.

On the 24th day of June 1882 an appeal bond was filed by Gardner Clark and York defendants with the Clerk of said Court which reads as follows to wit:

Appeal Bond.

Appeal Bond

Know all men by these presents that We Gardner Clark and York. Jno W. Gibbons and J. S. Cameron are held and firmly bound unto Giles O. Griswold in the penal sum of Two Thousand Dollars to the payment of which well and truly to be made We do jointly and severally bind ourselves our heirs Executors and Administrators. Signed by us and dated this 24th day of June A. D. 1882. The condition of the above obligation is such that Whereas the said Graham Clark and York has taken an Appeal from a certain decree rendered against it in favor of Giles O. Griswold in the Court of Common Pleas within and for the County of Union in the State of Ohio at the May term thereof A D 1882 finding the Equities of the Case against said Gardner Clark & York and that said Giles O Griswold has a perfected lien upon the premises in said Griswolds petition described in the sum of $11829.81/100 to the district Court within and for the County aforesaid. Now if the said Giles O Griswold shall abide and perform the order and judgment of said Court and shall pay all moneys Costs and damages which may be required of or awarded against it by said District Court then this obligation to be void otherwise to remain in full force and virtue in law.

(Signed) Gardner Clark & York. Jno W. Gibbons. J. S. Cameron

I Approve the Above Bond with the Amendments thereto this 24th day of June A D 1882.
J. Q. Burgun Clerk.

On March 9 1883 An Entry was made by the Clerk on the Journal of said Court which reads as follows to wit:

3824 Entry

Giles O Griswold vs Daniel W Camp et al } No 3824

District Court.

This day came the parties by their Attorneys and it appearing to the Court that there is an informality in the Appeal bond in this case it is ordered by the Court that the said defendants Gardner Clark and York put in a new Appeal bond of the sum of Two Hundred Dollars with sureties to the Approval of the Clerk that the same be put in by March 21 1883 and this Cause is Continued for want of time to try it.

On March 19, 1883. The defendants Gardner Clark and York filed their new Appeal bond with the Clerk of said District Court to-wit:

Appeal Bond

Know all men by these presents that we Gardner Clark and York J. W. Gibbons and J. S. Cameron are held and firmly bound unto Giles O. Griswold in the penal sum of Two Hundred Dollars to the payment of which well and truly to be made we do hereby jointly and severally bind ourselves our heirs Executors and Administrators. Signed by us and dated this 17th day of March A.D. 1883.

The Condition of the above obligation is such that Whereas the said Gardner Clark and York has taken an Appeal from a certain decree and order of sale rendered against us in favor of the said Giles O. Griswold in the Court of Common Pleas within and for the County of Union in the State of Ohio at the May term thereof A D 1882 finding the equities of the case against said Gardner Clark and York and that said Giles O Griswold has a prefered lien upon the in the petition described in the sum of $1982.81 to the District Court within and for the County aforesaid.

Now if the said Gardner Clark and York shall abide and perform the order and judgement of said District Court and shall pay all moneys costs and damages which may be regured of or awarded against us by said District Court, then this obligation to be void otherwise to remain in full force and virtue in law.

(Signed) Gardner Clark & York
Jno W. Gibbons
J. S. Cameron.

I Approve the Above Bond and Sureties this 19th day of March A.D. 1883.
J. Q. Burgun Clerk By. Willsinger Deputy.

On the 14th day of Feb. 1883 A Certified Copy of the Journal Entries in the Common Pleas was filed in District Court which is as follows. Viz:

Manuscript.

The State of Ohio } In Common Pleas Court — June Term 188
Union County ss } No 3824

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Giles O. Griswold Plaintiff
vs.
Daniel W. Camp et al Defendants

Journal Vol 12 Pages 263. 272. 412.
Certified Copy of Journal Entry
Oct. 13th 1881.

On motion to the Court by Gardner Clark and York who claims an interest in the property described in the petition they have leave to file answer and cross petition instanter which answer and cross petition is filed.
October 15th 1881

This Cause is Continued with leave to plaintiff to reply to answer and cross petition in thirty days.
May 24th A D 1882.

This action Comes on to be tried to the Court upon the pleadings viz: the petition of the plaintiff the several answers of the First National Bank of Warren Ohio. The Trumbull National Bank of Warren Ohio The Hubbard National Bank of Hubbard Ohio. Charles Smith, Daniel W. Camp and the reply of the plaintiff to said last mentioned answer. The answer and cross petition of Gardner Clark and York and the reply of plaintiff thereto The answer of Charles Randall and the several replies of plaintiff and Gardner Clark and York thereto. The proofs and Exhibits of the parties and were argued by Counsel for the respective parties and submitted to the Court the other defendants being in default. upon Consideration whereof the Court finds the issues and equities in favor of the plaintiff and that the allegations of his petition and of the several answers of said National Banks and Charles Smith are true and that the two Mortgages and Notes referred to in said petition Exhibit and are the first lien upon the premises and property in said Mortgage and petition described and that there is due plaintiff upon said two Notes and Mortgages upon the first day of this term of Court the sum of Nineteen Thousand Eight hundred and Eighty three Dollars and Eighty one Cents ($19829 81/100) Which is to bear interest at the rate of Eight per centum until paid. It is therefore Considered ordered and adjudged that in default of payment to said plaintiff of said sum to forever bar him and interest as aforesaid within ten days from this day of May 1882 said premises and property in said mortgages and petition described be sold by the Sheriff as upon Execution According to law and the proceeds applied toward such payment. It is further ordered that the defendants except said National Banks and Charles Smith and the Camp and Randall Manufacturing Company pay the Costs herein and that Executions issue to collect the same.
The defendants Camp and Randall, Gardner Clark & York and Charles Randall severally give notice of intention to appeal to the District Court which Appeal the Court finds Allowable And allows the same and fixes the Amount of the undertaking to be given for such appeal at $200.00 in each case of Appeal.
The State of Ohio }
Union County ss }

I. J. D. Burgun 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 Common Pleas Court within and for said County, And that said foregoing Copy has been Compared by me with the original Entry on said Journal and that the same is a correct Transcript thereof.

In Testimony Whereof I do hereto Subscribe My name officially And Affix the Seal of said Court at the Court House in Marysville in said County this 14th Day of February A.D. 1883.

J. V. Burgan Clerk
By Wm. Winger Deputy Clerk.

Seal

On the 20th day of March 1884 An Entry was made on the Journal of said District Court which reads as follows to wit:

Entry

Giles O Griswold vs. Daniel W Campbell } District Court No 5
Entry

This day came on this cause to be heard by the Court Whereupon Gardum Clark and York who above filed an undertaking for appeal desire to withdraw their appeal and the Plaintiff consenting thereto they have leave to withdraw their appeal. Whereupon Charles Randall by his Atty asks to be heard on his Answer and Reply to thereto but it appearing that Charles Randall did not file an Appeal Bond the Court hold and decide that his said Cause is not pending in this Court. Whereupon it is Considered ordered and adjudged by the Court that the Appeal of said Cause by Gardum Clark and York be and the same is dismissed at their Costs & that the Judgement and decree of the said Court of Common Pleas in said Cause be and remain the same as if they had not filed said Appeal Bond & this Cause is remanded to said Court for further proceedings to all of which findings and rulings of the Court said Charles Randall Excepts.

On the 23rd day of August 1884 a Precipe was filed with the Clerk of said Court which reads as follows to wit:

Precpe 3524

Giles O. Griswold vs. Daniel W Campbell et al. } Court of Common Pleas Union County Ohio.

To the Clerk of said court: Issue an order of sale in the above case for the sale of the real estate and all machinery connected therewith mentioned in said proceedings and situate in the County of Union As per decree in the Court of Common Pleas And Revived in Dist Court Plaintiff according to law.

Robinson & Piper Atty for Plaintiff.

On the 23d day of Aug. 1884 An order of sale was issued by the Clerk of said Court which reads as follows to-wit:

Order of Sale.

Return

Order of Sale.

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

Whereas at a term of the Court of Common Pleas held at Marysville in and for said County on the 24th day of May A. D. 1882 in the cause of Giles O Griswold plaintiff and Daniel W Camp et al defendants it was ordered adjudged and decreed as follows, to-wit: that in default of payment to said plaintiff of said sum so found due him and interest as aforesaid within ten days from this day of May 1882 said premises and property in said Mortgage and petition described be sold by the Sheriff as upon Execution &c. (Description of Property)
Situate in the town of Richwood Union County Ohio and being part of Survey No 6307 and bounded as follows: Beginning at a Stake in the Middle of the Marysville and Kenton Road said Stake being six rods from the Middle of the track of the Atlantic and Great-Western Rail Road Co and being the North East corner of the tract conveyed by B. F. Rogers to Samuel Poppleton: thence south 30° W with the line of said Rail road 14 poles to a Stake: Thence S 70° E 6 poles to a Stake in the centre of said Marysville and Kenton pike. Thence with the Middle of said road 14 poles to the beginning containing 42 poles of land. Also the Warehouse building and appurtenances standing wholly or partly upon the lands of said Rail road Company and adjoining the above described land with all other buildings scales machinery appliances and tools in or about said warehouse or upon said land (Except a building Erected and owned by Orlin E. Barnes for the sale of Buggies thereon.

We therefore command you that you proceed to carry said our Judgement and decree into Execution Agreeable to the tenor thereof, And that you expose to sale the above described Real estate under the Statute regulating Sales on Execution and that you apply the proceeds of said sale in satisfaction of said judgement and decree, with Costs and interest as Specified therein And that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, And bring this order with you.

Witness my Signature as Clerk of our said Court of Common Pleas And the Seal of said Court at Marysville this 23 day of August A. D. 1884.

J. L. Bingur Clerk
By W. M. Winget Deputy-Clerk.

On the 30th day of Sept: 1884 said order of sale was returned and filed with the Clerk of said Court with the Sheriffs return Endorsed thereon as follows to-wit:

Sheriffs Return.

Return The State of Ohio }
Union County s.s. }

In obedience to the Command of the order of sale hereto Annexed I did on the 27th day of August 1884 Summon W. H. Courtright D. J. Elliott, P. G. Wyman three disinterested free holders of said County Who were by me duly sworn to view and

Appraise the Lands and Tenements therein described; and afterwards on the 27th day of August 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 Two Hundred and Dollars a certified Copy of said Appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County; And on the 27th day of August 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 27th 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 four consecutive weeks; And in pursuance to said notice I did, on said 27th day of September A.D. 1884 at the time and place above mentioned, proceed to offer said Lands and Tenements at public sale, at the door of said Court House, And then and there came Giles O Griswold who bid for the same the sum of Fourteen hundred Dollars and said sum being more than two thirds of the Appraised value thereof and said Giles O Griswold 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 $1400.00 Dollars. FEES $22.06.

John Hoberstack Sheriff.

On Sept 30th the following proof of publication was filed with the Clerk of said Court to-wit:

Sheriffs Sale.

Proof of Publication

Giles O Griswold vs. Daniel W Camp et al } Order of Sale. Common Pleas Court 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 September 27th 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 Town of Richwood County of Union, State of Ohio And being known and described as part of Survey No 6307 and bounded as follows: Beginning at a stake in the middle of the Marysville and Kenton Road said stake being Six rods from the middle of the track of the Atlantic and Great Western Rail Road Company and being the North East corner of the tract conveyed by B. F. Roberts to Samuel Poppleton: thence South 30° W with the line of said Rail road 14 rods to a stake thence South 70° East 6 rods to a stake in the middle of said Marysville and Kenton Road, thence with the middle of said road 14 rods to the beginning containing 42 rods of land.

Also the Wagon House building and appurtenances standing Wholly or partly upon said the Lands of said Rail Road Company and adjoining the above described land with all other buildings

3824 Entry

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Scales Machinery Appliances And tools in or about said Ware house or upon said land (Except a building erected and owned by Porter E. Barnes for the sale of buggies thereon. Appraised at $ 2000.00
Terms of sale Cash. Aug 27. 1884
Robinsons & Pyle attorneys
John Hoberstock Sheriff

The State of Ohio }
Union County ss }

The undersigned being duly sworn say s that a copy of the annexed notice was published for five Consecutive weeks in the Marysville Tribune a newspaper of Gennal Circulation in the County of Union, the first publication beginning Aug 27. 1884.

W.O. Shearer

Sworn to and subscribed before me this 30th day of Sept. 1884

J. D Berguer Clerk.

On the 3d day of October 1884 an Entry was made by the Clerk on the Journal of said Court which reads as follows to wit:

3824 Entry — Giles O Griswold vs. Daniel W Campbell et al } On motion to Confirm sale.

This day Came the plaintiff and submitted to the Court his motion to Confirm the sale made in this Cause by the Sheriff on the 27th of Sept. 1884, Whereupon the Court being fully advised in the premises do find all the Proceedings by the Sheriff in making said sale are regular and that said sale is in all respects lawful and thereupon the Court Confirmed said proceedings and sale and orders the Sheriff of Union County Ohio to execute to Giles O. Griswold the said purchaser a deed in fee simple Conveying to him all the said Real Estate and all of the personal property described in said petition on which said decree was entered and described in said ordery sale. It is further ordered that out of the proceeds of said sale the Costs of this proceeding be first paid and record all the liens lowdon on said property and third that the balance be Applied in pay ment of the decree in favor of the plaintiffs and the Court find that there is due to said Giles O. Griswold from said Daniel W Camp and Joseph F Randall the sum of $ 19,829.81 with interest from May 24th 1882 Subject to a credit of $ 1338.85/100 for land sold after deducting the Costs and the Court award Execution in plaintiffs favor against said Camp and Randall for said balance due as upon judgements at law.

Attest: J. D. Berguer. Clerk.

Pleas begun his Honor John A. Price at a Term 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 10th Judicial District of the State of Ohio on the day of September in the year of our Lord One Thousand Eight Hundred and Eighty three. Thereafter towit on the 19th day of December 1883 the following petition was filed with the Clerk of said Court to-wit:

Petition 4399

Fullington & Phillis Plaintiffs
vs.
Rogers & Thompson and W. S. Rodgers. R. W. Thompson Defendants

} Court of Common Pleas Union County Ohio
Petition in Cognovit.

The plaintiffs say they are a partnership formed for the purpose of carrying on business in the State of Ohio and for a first cause of action say

I That there is due to them from R. W. Thompson and W. S. Rodgers on a promissory note made by said R. W. Thompson and W. S. Rodgers who are partners under the firm name of Rodgers & Thompson And who sign said note by the firm name and also by their individual names as shown by the note hereto attached and made a part hereof. Said note is dated on the 16th day of October A. D. 1883 And which note & warrant of Attorney thereto annexed is hereto attached And calls for the sum of Seven Thousand Dollars and is due sixty days after date with Eight per cent interest payable Annually after the same shall become due. The plaintiffs further say that there is now due to them from said defendants on said promissory note the sum of Seven Thousand Dollars with interest at Eight per cent payable Annually after the 15th day of December 1883.

II Cause of Action: The above named plaintiffs say that there is due to them from said defendants on one other promissory note made by the said defendants and signed by them in their firm name of Rodgers and Thompson and also signed by them in their names as R. W. Thompson and W. S. Rodgers. Said note is dated on the 10th day of December 1883, and is due one day after date and is given for the sum of Twenty three Hundred and Eighty Eight Dollars ($2388) with interest at Eight per cent payable Annually after the same shall become due which note with the warrant of Attorney thereto annexed is hereto attached and made a part hereof and plaintiffs say there is now due from said defendants to said plaintiffs on said note said sum of Twenty three hundred and Eighty Eight Dollars ($2388) with interest at 8 per cent payable Annually from the 11th day of December 1883. Wherefore the plaintiffs ask judgement against said defendants for the sum of Nine Thousand and Three Hundred and Eighty Eight Dollars with interest on one Seven Thousand Dollars at Eight per cent payable Annually from the 16th day of December 1883 and interest on Twenty three Hundred and Eighty Eight Dollars ($2388) at Eight per cent payable Annually from the 11th day of December 1883 and for other proper relief.

Porter & Porter
Attorneys for Plaintiffs.

Jurat follows Copies of Note by this Talk.

Answer Fullington Rodgers & Thompson and

The following is a copy of the note mentioned in said petition and attached thereto as alleged therein. to wit:
$7000 Mt Gilead Ohio Oct 16 1883 Sixty days after date as principal debtors We Jointly and severally promise to pay to the order of Fullington and Phillis Seven Thousand Dollars for value received and we hereby dispense with demand of payment of this note And Authorize any Attorney at law to appear for us, or either of us At any time after the same shall become due in any Court of record in the State of Ohio or Elsewhere and waive the issuing and service of process and Confess judgement against us or either of us in favor of the holder or holders of this note for the Amount of this note With eight per cent interest payable Annually after the same Shall become due together with Costs of Suit And release All errors and waive all right of Appeal in this behalf Witness our hands and seals this 16 day of Oct 1883.

Rogers & Thompson (Seal)
R. W. Thompson (Seal) W. S. Rogers (Seal)

$2388. Mt Gilead Ohio Dec. 10. 1883 On day after date we as principal debtors We jointly & severally promise to pay to the order of Fullington & Phillis Twenty three hundred and Eighty 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 judgement against us or either of us in favor of the holder or holders of this note for the Amount of said note with eight per cent interest payable annually after the same shall become due. together with costs of Suit And release all errors and waive All right of Appeal in this behalf Witness our hands and seals this 10 day of Dec 1883.

Rogers & Thompson (Seal)
R W Thompson (Seal) W. S. Rogers (Seal)

E. W. Porter being sworn makes oath that he is one the Attorneys in this action duly Authorized. That this action is founded upon a written instruments for the payment of money only and Such instruments are now in the possession of affiant as such Attorney And affiant further makes oath that he believes the facts Stated in the foregoing petition to be true

E. W. Porter

Sworn to and Subscribed by E. W. Porter before me and in my presence this 19th day of December A.D. 1883.

J. V. Burgun Clerk

On said 19th day of Dec. 1883, was filed with said petition and attachments. was the following Answer to-wit:

Answer

Fullington & Phillis Plaintiffs vs. Rodgers & Thompson R. W. Thompson and W. S. Rodgers Defendants	In Court of Common Pleas. / Defendants Answer

And now come Rodgers and Thompson the above named defendants by the Undersigned T. B. Benton Attorney And waive the issuing and process in this case and Consent that Judgement be entered herein in favor of the above named plaintiffs

the holders of the note described in plaintiffs petition against the above named defendants for the sum of Ninety three hundred and Ninety two Dollars and Ninety two Cents, the Amount appearing due for principal and interest on said note And also Costs and 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 the appraisal of Real Estate levied on by virtue of any Execution issued on the judgement in this Case is hereby Waived Dec. 19, 1883.

J. B. Benton Atty for Defts.

On said Dec. 19, 1883 an Entry was made by the Clerk on the Journal of said Court which reads as follows to-wit:

Entry

Whillington & Phillis Plaintiffs
vs.
Rodgers & Thompson R.W. Thompson
and W. S. Rodgers Defendants

This day came the plaintiffs by their attorneys and thereupon came J. B. Benton one of the Attorneys of Record of this Court who by virtue of a warrant of Attorney duly Executed and now produced in open Court and duly proven waived the issuing and service of process and entered the appearance of said defendants herein and by virtue of the same warrant of Attorney confesses that there is due from said defendants to said plaintiffs as alleged in said plaintiffs petition the sum of $939.62. It is therefore Considered that said plaintiffs do recover of said defendants the said sum of $939.62 as aforesaid Confessed to be due together with Costs of this herein and interest to be Computed at 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. Burgoyne, Clerk.

Petition 4519

Pleas before his Honor John A Price at a Term of the Court of Common Pleas begun and held at the Court House in the Town of Marysville Within and for said County of Union 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 four.

Be it before known, that on the 12 day of April 1884 the following petition was filed with the Clerk of said Court to-wit:

Petition 4519

William Blue Plff
vs.
Samuel M Hamilton Defdt

Court of Common Pleas
Petition Union County Ohio

First Cause of action: Defendant is indebted to the Plaintiff in the Sum of One Hundred and Sixty five dollars Which Plaintiff Claims With interest from the 15 day of February A.D. 1883. on two Promissory Notes of Which the following are Copies With all Credits and Endorsements:

"On the first day of August 1883 I promise to pay to William Blue or bearer the Sum of $62.50 Sixty two Dollars and fifty Cents for Value Received this 15th day of Feby 1883 With interest at 6%

Samuel M. Hamilton

There are no Credits or indorsements on said Note.

On the first day of April A D 1884 I promise to pay to William Blue or order bearer the Sum of $62.50 Sixty two Dollars and fifty Cents for Value Received this 15th day of Feby 1883 With interest at 6 %

Samuel M Hamilton

There are no Credits or indorsements on said Note.

Second Cause of Action:

At the time of delivering said Notes And to secure the payment thereof the defendant duly Executed and delivered to Plaintiff his Mortgage and Conveyed to Plaintiff the following premises Situate in Liberty township Union County Ohio, Commencing at a Stone in the Centre of the Jerome gravel road and North East Corner of Eliza Sims lot or parcel of land in said survey 4484, Thence With said Eliza Sims North line S 8° W 11 1/2 rods to a stone Thence S 81 1/2° E. 11 1/4 rods rods to a stone in the Centre of said gravel road. Thence S 11 1/2 E 39/100 rods to the place of Beginning Containing one fourth of an acre More or less Said Mortgage was Conditioned as follows: Provided Always and these presents are upon this Condition that if the said Samuel M Hamilton Shall pay or cause to be paid unto the said William Blue two Notes to wit: One Note of Even date herewith Calling for $62.50 Sixty two Dollars and fifty Cents due August 1. 1883 With interest at 6% from date, One Note of Even date herewith Calling for $62.50 Sixty two dollars and fifty Cents due April 1st 1884 With interest at 6% from date. These Notes are for the original purchase money of this land.

On the 1st day of March 1883 at 2 O'clock PM said Mortgage was duly left for record and was Recorded at the Recorders office of Union County Ohio in Vol 20 page 98 of his Mortgage records. Plaintiff therefore asks judgment against defendant in said Sum of Six hundred and Sixty five dollars With interest

from & Feby 15 1883 And that said premises may be sold and the proceeds applied to the payment of said judgement

State of Ohio }
Union County } ss

William Blue plaintiff being duly sworn says that he believes the facts stated in the above pleading are true

William Blue

Sworn to and subscribed by William Blue before me this 12th day of April 1884.

J. B. Benton.
Notary Public.

Waiver The following waiver of Summons is endorsed on the back of said petition to wit:
I hereby waive the issuing and service of summons and enter my appearance in the within action. April 12. 1884.

Samuel M. Hamilton.

On the 17th day of May 1884 an entry was made by the Clerk on the journal of said Court which reads as follows to wit.

4519 Entry

William Blue
vs.
Samuel M. Hamilton

Court of Common Pleas
Union County Ohio.

Now came the plaintiff herein and the defendant being in default for answer and summons the Court find the allegations of the petition are confessed by him to be true and further find that defendant is indebted to plaintiff in the sum of ($1340) One hundred and thirty four 40/100 Dollars It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of One hundred and thirty four 40/100 Dollars and his costs herein expended taxed at $ The Court further find that the defendant Samuel M. Hamilton executed and delivered to the plaintiff William Blue the mortgage and in the petition described and on the premises therein described. That said mortgage was duly recorded in Book 28 page 98 of the records of mortgages of Union County Ohio on the day of March 1883 and is the first and best lien on the premises described in the petition. The Court further find that the Condition of defeasance in said mortgage has been broken and that the said plaintiff is thereby entitled to have the dower and Equity of redemption foreclosed. It is therefore Considered and decreed that unless the said defendant shall within ten days from the Entry of this decree pay or cause to be paid to the Clerk of this Court the Costs in this case and to said plaintiff the sum of $134.40 with 6% interest from the Entry of this decree according to the terms of said mortgage and the defendants Equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue therefor to the Sheriff of Union County Ohio directing him to appraise Advertise and sell said premises as upon Execution and bring the proceeds into Court for further order.

Attest: J. D. Bruner.
Clerk.

Pleas before his Honor John A Price at a Term of the Court of Common Pleas begun and held at the Court-House in Marysville within and for said County of Union of the Tenth Judicial District of the State of Ohio on the day of January the Year of our Lord One Thousand Eight-hundred and Eighty two.

Heretofore to wit: on the 20th day of November 1882 the following petition was filed with the Clerk of said Court to wit:

Petition 4134	Elizabeth Dickerson Plaintiff vs. Obediah Holmes and Mary A Holmes Defendants	Court of Common Pleas Union County Ohio. Petition

The Plaintiff says: On the 25 day of March A D 1881 the defendant Obediah Holmes made and delivered to plaintiff his promissory note of that date and thereby promised to pay to plaintiff or order the sum of Two hundred and Fifty Dollars in three months after the date thereof for value received A copy of which note is here to attached Marked "A".

2 The defendant Obediah Holmes on the 28th day of April A D 1881 to secure the payment of said note executed and delivered to the plaintiff his mortgage deed and thereby conveyed to the plaintiff his heirs and assigns the following lands and tenements situate in said County of Union and bounded and described as follows to wit: Commencing at a stake in the center of the road leading from Richwood Ohio to Essex the said stone being south west corner to lot owned by Sarah S. Wells, thence E 88° E with the line of Sarah S Wells Lot 25 54/100 poles to a stone in the west line of the A & G W Rail way 14 2/11 poles to a stone, thence N 84½ W 17 3/5 poles to the center of said road from Richwood to Essex thence N 30° 50' E 10 44/53 poles to the place of beginning Containing One & 24/40 Acres of land (1 24/40) more or less

3 On the 20th day of September 1881 at 1¾ o'clock P M the said mortgage was delivered to the Recorder of said County to be by him entered on the records and was on the 5th day of October A.D 1881 recorded in the Records of Mortgages Volume 17 page 127.

4 The said deed has become Absolute there is due and remaining unpaid upon said indebtedness the sum of Two Hundred and thirteen 12/100 Dollars ($213 12/100) with interest at 8% from the 14th day of Aug A D 1882

5 The plaintiff asks that said mortgage may be foreclosed the said premises ordered to be sold and the proceeds applied to the payment of said debt and execution awarded for the balance.

D W. Ayres Atty for Plaintiff

State of Ohio }
Union County ss }

Elizabeth Dickerson being first duly sworn says that the facts stated and allegations made in the foregoing petition are as she believes true. Elizabeth Dickerson

Sworn to before me and signed in my presence by Elizabeth Dickerson this 20th day of November A. D. 1882.

J. L. Burgun Clerk

"A"

March 25th 1881. Twelve months after date I promise to pay Elizabeth Dickinson or order Two Hundred and Fifty Dollars with Eight per Cent interest from date

O. Holmes

(Endorsed) December 1st 1881 Received on the within note Fifteen Dollars
August 4th 1882 Received on the within note Fifty Four Dollars.

The following precipe was Endorsed on the back of said petition when filed to wit;

Precipe Clerk:

Issue Summons upon the petition in the above case to the Sheriff of Union County Ohio for Obediah Holmes and Mary A Holmes Return above According to law Endorse Action to foreclose Mortgage Amount Claimed $213 15/100 Dollars with interest at 8 per cent from August 4th 1882.

D.W. Ayers Atty for Pltff.

On the 23d day of Nov. 1882. Summons was issued as follows to wit;

Summons.

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

We Command you to notify Obediah Holmes and Mary A. Holmes that they have been sued by Elizabeth Dickinson in the Court of Common Pleas of Union County and that unless they answer by the 23rd day of Dec. A.D. 1882 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 Return of this Summons on the 4th day of Dec. 1882.

Witness my hand and the seal of said Court this 23rd day of Nov A.D. 1882.

Seal

J. D. Burgner Clerk

On Nov 27th 1882 said Summons was returned and filed with the Clerk of said Court with the Sheriffs Return endorsed thereon as follows:

Sheriffs Return.

The State of Ohio }
Union County ss }

Received this Writ November 24th A.D. 1882 at 10 O.Clock A.M. And pursuant to its Command on the 25th day of November A.D. 1882. I served the same by delivering a True Copy thereof with Endorsements thereon to Each of the within named Defendants Obediah Holmes and Mary A Holmes.

John Dovenack Sheriff.

On the day of Jan. 1883 An entry was made by the Clerk on the Journal of said Court which reads as follows to-wit;

Entry 4134

Elizabeth Dickinson Plaintiff } No 4134
vs. } Petition on note and Mortgage.
Obediah Holmes and Mary A Holmes Defendants }

And now comes the said Elizabeth Dickinson by her Attorney (And the Defendants by their Attorney and thereupon this Cause came on to be heard upon the petition Answer and Evidence And was Argued by Counsel) And the said Holmes

and Mary A Holmes Will failing to Answer or Answer to said petition the said petition is taken as true. It is therefore Considered that the said plaintiff Recover the Amount due him by reason of the premises, or Consideration thereof the Court find that there is due the plaintiff from the said O Holmes and Mary A Holmes on the Note and Mortgage in the petition mentioned and set forth the Sum of Two hundred Seventy one dollars and fifty five Cents. so as aforesaid found due, with Costs of suit an order issue to the Sheriff of said Union County Commanding him to Cause the lands and tenements in said petition described to be Appraised Advertised and sold According to law And Apply the proceeds of the sale first in pay ment of Costs, Second in pay ment of the judgement so as aforesaid rendered On the order to be determined upon in the final hearing of this Case Consolidated with Case No 4071 And the residue if any be bring into Court to Abide the further order of said Court And it is further Ordered by the Court that this Case be consolidated with Case No 4071 under No 4134 on Judges Entry on Com docket.

Attst: J. D Bingman Clerk.

Be it remembered that on this 8th day of December 1883 before his Honor John A Reed at a Term of the Court of Common Pleas begun and held At the Court House in the town of Marysville within and for the County of Union And State of Ohio of the Fourth Judicial District of the State of Ohio on the 1st day of January in the year of our Lord One Thousand Eight Hundred and Eighty Four. And entered of record on the 8th day of Dec. 1883 the following petition was filed with the Clerk of said Court to wit:

Petition	James W Robinson Assignee of S. S. Rud & Son Plaintiff vs. Wright Harriman and Fayette Harriman Defendants	Court of Common Pleas Union County Ohio. Petition

The said plaintiff says he is the assignee of S. S. Rud & Son duly qualified And that the said defendants are indebted to said plaintiff as such assignee on their promissory note (A copy of which is hereto attached) in the Sum of One hundred And Eight Dollars With interest from the 2nd day of March 1883 Which Sum is now due plaintiff from defendants And said note And for which plaintiff asks judgement against them with Costs.

J.W. Robinson Assignee of S S. Rud & Son

Said note is as follows:

Marysville Ohio May 2nd 1883. Four months after date we or either of us promise to pay J. W Robinson Assignee of S. S Rud & Son One hundred And Eight ($108) dollars for value Received

Wright Harriman Fayette Harriman

The State of Ohio }
Union County ss }

J.W. Robinson Plaintiff being duly sworn says the foregoing allegations of said petition are all true as he verily believes.

J.W. Robinson

Sworn to before me and subscribed in my presence by J.W. Robinson the 8th day of December 1883

(Seal)

J. V. Burgner Clerk

The following Precipe is endorsed upon the back of said petition

Precipe To the Clerk of Court.

Issue Summons and endorse petition for $188 with interest from Dec 2 1883 on promissory note.

J.W. Robinson Assignee &c.

On the 17th day of Dec. 1883 Summons was issued by the Clerk of said Court as follows to-wit:

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

We Command you to notify Wright Harriman and Lafayette Harriman that they have been sued by J.W. Robinson Assignee of S.S. Reed and now in the Court of Common Pleas of Union County And that unless they Answer by the 5th day of Jan A.D. 1883 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 Return of this Summons on the 19th day of Dec A.D. 1883.

Witness my hand and the Seal of said Court this 8th day of Dec A.D. 1883

(Seal)

J. V. Burgner Clerk

(Endorsed) Amount claimed $188.00 With interest from Dec 2nd 1883

On Dec 12th 1883 said Summons was returned and filed with the Sheriffs Return endorsed thereon as follows to-wit:

Sherriffs Return

The State of Ohio }
Union County ss }

Received this writ-Dec 8th 1883 at 2 oclock P.M. and pursuant to its Command on the 12th day of Dec 1883 I served the same by delivering a true Copy of this writ with the Endorsements thereon At the usual place of residence of the within named Wright Harriman the within named S. Harriman not found in my County

FEES $3.70

John Hobens Jr Sheriff

On the 10th day of Jan 1884 an Entry was made by the Clerk on the Journal of said Court which reads as follows to wit:

4388 Entry

J.W. Robinson Assignee of S.S. Reed & son
vs
Wright Harriman & Lafayette Harriman } No 4348

This day came the plaintiff by his Attorneys and the defendants Wright Harriman came not but made default Whereupon this Cause was submitted to the Court And the Court find there is due $109 75/100

this day on Motion in petition discord Thereupon it is Considered or-
dered and adjudged by the Court that the plaintiff Recover of said Winger-
Harriman said Sum of $109 75/100 & $ Costs And as to Lafayette
Harriman this Cause is Continued for service.

Attest J. L. Berryman
Clerk.

Pleas before his Honor C. H. Norris Judge at a court of Common Pleas. begun and held at the court-house in the town of Marysville, within and for the county of Union and State of Ohio. On the 18th day of May A.D. 1883- Heretofore, to-wit: On the 18th day of February A.D. 1884 the following Petition and Affidavit in replevin were filed with the Clerk of Said Court- Which read as follows

4467 Elizabeth Wells Plff
vs
John Hobensack Defl } Union County Ohio Common Pleas.
- Petition.

The defendant wrongfully detains from the plaintiff the following goods and Chattles of the plaintiff to-wit: Twelve Head of Yearling Steers, Eleven of them being red and one Spotted- Defendant has detained them from the plaintiff for the Space of four hours to the damage of the plaintiff in the Sum of ($100) One Hundred dollars. Therefore plaintiff asks Judgment against- defendant for the recovery of Said property and for the Sum of $100. With interest- The said defendant is Sheriff of Union County Ohio. P.B. Cole & Son Atty for Pltff-

State of Ohio Union County ss.

George Wells being duly Sworn Says he is the agent of the plaintiff duly authorized in the premises & that- the facts Stated and allegations contained in the foregoing petition are as he blieves tene.

George Wells

Sworn to and Subscribed before me this 19th day of February 1884 by George Wells.
(Seal) J.D. Burgner. Clerk-

The State of Ohio Union County ss.

George Wells being Sworn Says that- he is the agent of the plaintiff Elizabeth Wells. and authorized in the premises and that- the facts Stated in this petition are within his personal Knowledge and all the facts ~~Stated~~ and allegations therein are true as he believes- George Wells.

Sworn to & Subscribed before me this 21st day of April 1884.
(Seal) J.D. Burgner Clerk-

Said Petition is endorsed as follows, to-wit: I Am Good for Costs. S.F. Green-

affidavit- Elizabeth Wells Plff
vs
John Hobensack Defl } State of Ohio Union County Common Pleas Court-

George Wells being duly Sworn Says he is the agent of the plaintiff duly authorized in the premises, and that- the property to recover possession of which this action is brought is described as follows, to-wit: Twelve head of Yearling Steers, Eleven of which are about all red, and one Spotted. The plaintiff is the owner thereof, and is entitled to the immediate possession of Said property- Said property is wrongfully detained by defendant- Said property was not taken on process issued against- plaintiff nor for a tax, fine or Amercement.

George Wells

Sworn to before me and Subscribed in my presence this 19th day of February 1884- J.D. Burgner. Clerk-

On the 20th day of February 1884. a Praecipe was filed with the clerk of Said Court- which reads as follows:

Praecipe Elizabe
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Praecipe

Elizabeth Wells Plff
vs
John Hobensack Deft.

Court of common pleas. Union County Ohio
Marysville, Feb 19th 1884

To the clerk of said court; Issue summons and order of delivery of personal property in the above case to the coroner of said county (the Sheriff being the party defendant) Amt damages claimed $1000 returnable according to law.

P Bloch & Son Atty for Plff

On the 20th day of February A.D 1884 a summons and order of delivery was issued by the clerk which read as follows. viz:

Summons

The State of Ohio Union County ss.

To the Coronor of the county of Union. Greeting:

We command you to notify John Hobensack Sheriff that he has been sued by Elizabeth Wells in the court of common pleas of Union County, and that unless he answer by the 22d day of March A.D 1884 the petition of said Elizabeth Wells 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 3d day of March A. D, 1884. Witness my hand and the seal of said court; this 20th day of Feb A. D. 1884.

J. L. Burgner Clerk

Seal

Coronor Return

March 3d 1884 Summons returned, filed Endorsed as follows:

The State of Ohio Union County, ss.

Received this writ Feb 20 A.D. 1884. at 8. O'clock A. M. and pursuant to its command on the 20 day of Feb. A.D. 1884 I Served the same by delivering to the within named defendant a true copy of this writ with endorsements thereon.

Service 80 Mileage 16 Copy 20 Total .66

A. W. Mory Coroner Union Co. O.

Order of delivery

The State of Ohio Union County ss.

Elizabeth Wells Plaintiff
vs
John Hobensack Defendant

Court of common Pleas.

To the Coroner of Union county, Greeting:

Whereas Elizabeth Wells, has commenced, in this court of Common pleas for the said county of Union against John Hobensack Sheriff a civil action for the recovery of the following specific personal property, to-wit: Twelve head of yearling Steers. Eleven of which is about all red and one Spotted. And has filed her affidavit in the clerk's office of said Court, in order to obtain an order for the immediate delivery of the said goods and chattles. This is therefore, to command you as such coroner to take the said goods and chattles above described and deliver the same to the said Elizabeth Wells plaintiff in said action. And of this order and your proceedings therein make due return on the 3d day of March A. D. 1884. Witness my hand and the seal of said court; at Marysville, O this 20th day of Feb A D 1884

J. L. Burgner Clerk.

Seal

Writ returned, filed March 3d 1884 Endorsed as follows;

Return

According to the command of the within order, I have taken the within named goods and chattles and have caused them to be valued by the oaths of Alexander Gibson and Cassius Roads two responsible men of said County, whose valuation in writing, is herewith returned; and I

have delivered the said goods and chattles to the said plaintiff. and have taken the undertaking of Stewart-brien and Ann M. Pilcher Sureties of said plaintiff. in the sum of $ 912.00 Which undertaking is also herewith returned.

Given under my hand. this 20th day of February A.D. 1884.

Service 48 - Mileage 12.5 - Sum & Swear apio 120 Copy 20 Bond 35 - App Fees 3.00

H.W. Morey. Coroner.

Inventory & Appraisal

We, the undersigned, two disinterested persons of Union County having been duly Summoned and Sworn by H.W. Morey Coroner of said County and State of Ohio, to assess the value of certain goods and chattles hereinafter Set forth. being the same Seized by the said H.W. Morey Coroner by vitue of an order of delivery issued from the court of common pleas of said County, at the Suit of Elizabeth Wells against John Hobensack Sheriff defendant - dated the 20 day Feb A.D. 1884, We do do. upon actual view, appraise the same as follows. viz. Twelve head of Yearlings at 38 dollars per head.

Alexander Gibson
Cassius G Rhoads.

Thus 20th day of Feby A.D. 1884.

Undertaking

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

Elizabeth Wells
vs
John Hobensack. Sheriff.

Whereas Elizabeth Wells. has caused an order of delivery of the following goods and chattles. to wit: Twelve head of Yearling Steers. Eleven of which are about all red. and one is Spotted. To be issued out of the court of Common pleas within and for the County of Union in a cause now pending in said court of Common pleas. Wherein Elizabeth Wells is plaintiff and John Hobensack is defendant: and whereas. the said order was delivered to H.W. Morey Coroner of said County, and the said Coroner has taken said goods and chattles and the same have been valued by two responsible persons. under oath. at the sum of Four hundred and Fifty-Six dollars, Now. therefore. we Elizabeth Wells. Stewart-brien and Ann M. Pilcher undertake to the said John Hobensack Sheriff defendant in said action, in the penal sum of Nine hundred and twelve dollars. That the said Elizabeth Wells Shall duly prosecute her action aforesaid, and pay all costs and damages which may be awarded against her.

Elizabeth Wells. Stewart-brien
Ann M. Pilcher.

Signed in my presence, and approved by me. This 20th day of Feb A.D. 1884
A.W. Morey. Coroner.

On the 9th day of April 1884. a Motion was filed with the clerk of said court which reads as follows:

H467

Elizabeth Wells plaintiff
vs
John Hobensack Defendant } Union County Court of Common pleas.

Motion

Now comes the defendant and moves the court to Strike the petition of the plaintiff from the files for the Want of a Sufficient verification.

J. M. Keeney Atty for Def't

Molin
H467

Entry

Entry

Entry

H467

Ans and Cross Petition

On the 7th day of May 1884. a motion was filed with the Clerk of said Court which reads as follows, to;

Motion
H467

Elizabeth Wells Plaintiff
vs
John Hobensack, Defendant

Now comes the defendant and moves the Court to require the plaintiff to give Security for the costs in this case, she being a nonresident of the State of Ohio.

J. M. Kenmuny atty for defendants.

Afterward, on the 8th day of May A.D. 1884 the following Entries were made on the journal of said Court: which read as follows.

Entry

E. Wells
vs
John Hobensack

On Motion of defendant plaintiff is ordered to give security for costs in Thirty Days.

Entry

Elizabeth Wells
vs
John Hobensack

Union Common Pleas

Plaintiff is ordered to give Security for costs in 30 days from rising of court on Motion of defendant to which plaintiff Excepts Motion to Strike petition from files overruled. Leave granted to add amended verification and same added. Leave granted defendant on his Motion to answer in 30 days from rising of Court Case Continued.

Entry

Elizabeth Wells
vs
John Hobensack

Exceptions to depositions Submitted, Exceptions 1. 2. 3 & 4 to depositions overruled. Exception 5 Sustained. To which Sustaining of Exception 5 Pltff Excepts.

Afterward on the 20th day of May A.D. 1884 the following answer and cross petition was filed with the clerk of said court.

H467
Ans and Cross Petition

Elizabeth Wells Pltff
vs
John Hobensack Defl

Union County Ohio Court of Common Pleas.

For answer to the petition of the plaintiff the defendant denies that the plaintiff Elizabeth Wells was the owner of the 12 head of Cattle described in her petition. Defendant further denies that the plaintiff is damaged in the Sum of One hundred dollars, or any other Sum by the detention of said property.

Further answering said defendant says he levied on said property and held the same and was entitled to the possession of the same as the property of Orlando Wells by virtue of certain Executions placed in his hands as the Sheriff of Union County Ohio in the cases following, to wit: The Ohio Farmers Insurance Co vs O. Wells on transcript from the docket of James Hord J.P. for the Sum of $66.26 Case of O. Wells vs Wells & Co Union Common pleas for the Sum of $30.00 Case of O. Wells vs Robert Gibson for a balance due on said judgt of $43.36

the defendant therefore claims that he is the owner and entitled to the possession of the said property described in plaintiffs petition as the Sheriff as aforesaid by virtue of said writs and to the value of the same including accruing cost and asks that he have judgment of possession and ownership to the amount and value of said writs.

J. M. Kennedy atty for deft &
Ohio Farmers Insurance Co.

State of Ohio Union county ss.

John Hobensack being duly Sworn Says the facts and allegations in the foregoing answer are as he believes true.

John Hobensack

Sworn to and Subscribed before me this 20th day of September A.D. 1884

J. D. Bingner, Clerk

February 19th 1885 Reply was filed with the Clerk of said court which reads as follows.

Reply
#467

Elizabeth Wells }
vs } In Union Com Pleas
John Hobensack }

Now comes the plaintiff, and for reply to the answer and cross petition of defendant Say. they deny all the allegations in said answer and cross petition which claim or allege that the property in controversy in this case was the property of Orlando Wells or liable to pay his debts, and this plaintiff having fully replied, prays as heretofore for judgment in her petition.

B.B. Cole & Son Atty for plffs.

State of Ohio Union County ss.

P.B. Cole attorney for plaintiff being Sworn Says he is attorney for plaintiff in this case. that the facts Stated and allegations in the foregoing Reply are true as he believes.

P.B. Cole

Sworn to before me and Signed in my presence Feb 19th 1885.

J. D. Bingner Clerk By W. M. Winget - Deputy.

Afterward on the 6th day March 1885 an Entry was made on the journal of said Court which reads as follows,

#467
Entry

Elizabeth Wells }
vs }
John Hobensack }

This day again came the said parties by their attorneys and the jury heretofore impaneled and Sworn, and leave was granted plaintiff to reply instanter and reply filed and thereupon the defendant being Suprised by Reply, by consent of parties one of the said jurors was withdrawn from the panel and the residue of said jury is discharged from further consideration of the case, and the cause is continued with leave to the defendant to file amended answer and cross petition within 30 days from the rising of this court.

On the 10th day of March 1885 the following Entry was made on the journal of said Court.

#467
Entry

Elizabeth Wells }
vs }
John Hobensack }

This day the continuance in this case was opened

up for the purpose of substituting other defendants and for no other purpose, and the Court being fully advised in the premises does hereby find that the said John Hoobensack was only a nominal defendant herein, and that the Ohio Farmers Insurance Company, J. J. Miller and W. M. Winget be made parties defendant herein in substitution of said John Hoobensack and that said case stand continued under the former order of this Court.

On the 2nd day of June 1885 an entry was made on the Journal of said Court in this case, which reads as follows,

Elizabeth Wells Plff
vs
Ohio Farmers Ins Co. W. M. Winget and J. J. Miller Defts } Union Com Pleas.

#1467 Entry

This day came the parties plaintiff and defendants by their attorneys, the above named defendants having by a former order of this Court been substituted for the Sheriff John Hoobensack. And thereupon this cause came on for hearing and both parties waiving a jury and orally consenting in open Court to such submission to the Court without the intervention of a jury both to try the right of property and possession and for assessment of damages. Said cause was submitted to the Court on the pleadings & Evidence and arguments of Counsel; On consideration whereof, the Court do find on the issues joined for the plaintiff, and that at the commencement of this action the right of property and right of possession in and of the property described in the petition was in the plaintiff, and that the defendants unlawfully withheld the same by the levy's of Executions in their favor by said Sheriff thereon as the property of Orlando Wells. And the Court do assess her damages in the premises at One Cent;

It is therefore considered that the said plaintiff recover from the defendants her damages so assessed together with her costs herein Expended taxed to $.

Thereupon said defendants moved the Court to set aside said findings & Judgment & for a new trial, which motion being heard was by the Court overruled, Defendants excepted.

Attest

J. Q. Bugner, Clerk
By W. M. Winget - Deputy

Pleas before his Honor John A. Price Judge, at a court of common Pleas
begun and held at the court house in the Town of Marysville within and
for the county of Union and State of Ohio on the 8th day of September A.D. 1884
Heretofore, to-wit on the 5th day of July A.D. 1884. The following Petition
and affidavit for publication were filed with the clerk of said Court:

A.B.H.
Petition

Norris R. Thompson, Elisha L. Thompson
Charles H. Thompson, Dora A. Thompson Wid
Ulestus W. Thompson heirs of Malin Thompson Dec'd, Plaintiffs
vs
Wheeling Thompson Watson Thompson and
John Thompson heirs at law of Thomas Thompson deceased
The unknown heirs of Jane Compton, deceased.
The unknown heirs of Sarah J. Moots.
James S. Mahaffey Guardian of Elwood E. Xemminger
a minor under 14 years of age and
J. J. Miller Ex Sheriff of Union Defendants

State of Ohio Union County
Court of Common Pleas.

Plaintiffs say, that on the 21st day of September A.D. 1875. Rebecca Thompson
guardian of the said Norris Thompson and the other minor heirs of Malin Thompson
deceased filed her petition against the defendant and the other defendants herein or
their immediate predecessors asking partition of the lands in said petition discri-
bed the Estate of John J Thompson deceased. That afterward on the 26th day
of March 1876 an order of Sale regularly issued upon proceeding in partition
affirmed and approved by the Court of Common pleas of Union County Ohio
wherein said petition was filed, and the same was sold to the said Rebecca
Thompson and John Crowder for the sum of $2640.00 they being the highest
and best bidders, and distribution of the proceeds of said Sale ordered in the
following proportions to said Rebecca Thompson $1000.00 To said Rebecca Thompson
and the heirs of Malin Thompson Dec'd one Equal one Sixth part of the proceeds
of said Sale after paying the costs of the Same and the taxes which were $183.64
The one Sixth part of the residue to Wheeling Thompson. The one Sixth part of said
residue to Jane Compton (formerly Thompson) The one Sixth part of the residue to Elwood
Xemminger a minor under the guardianship of James S. Mahaffey, and the one
Sixth part of said residue to Sarah J. Moots heir at law of Elliot & Margaret Moots
(whose former name was Margaret Thompson)

Praecipe

Affidavit for Publication

Plaintiffs further say that all of said money arising from said Sale Except-
that going to said Sarah J. Moots as aforesaid has been distributed by the Sheriff
of Union County Ohio and that more than Eight years has Elapsed Since
said order of distribution was made, and said Sarah J. Moots has made no
demand for the same, and her whereabouts Since the said order of distribution
was made has been unknown to the plaintiffs or any one of the parties interested
herein and She is therefore presumed to be dead.

Plaintiffs further say that said James S. Mahaffey is the duly appointed
guardian of the said Elwood Xemminger by the appointment of the Probate Court
of Union County Ohio.

Summons

Plaintiffs further say that it appears of record that J. J. Miller the former
Sheriff of Union County Ohio has the distributive Share of the said unknown
heir Sarah J. Moots in his possession amounting to including interest $828.83 to July 5th 1884

Plaintiffs therefore pray that a further distribution of said Share of said Sarah J. Moots be made by the court as follows, to-wit: To each of the plaintiffs one 25th part of the same, To Wheeling Thompson the one fifth part of the same. To the unknown heirs of Jane Compston the 1/5 part of the same. To Watson Thompson and John Thompson heirs of Thomas Thompson deceased each one tenth part thereof and to Elwood Hemminger the one fifth part thereof.

Said Wheeling Thompson is a resident of Richland county Illinois Post-office Olney. John Thompson and Watson Thompson of Union county Ohio. The heirs of Jane Compston New Carlisle Ind. To Indiana and the residence and — of said Sarah J. Moots is unknown to these plaintiffs, and the residence of said Elwood Hemminger is Union County Ohio. The plaintiffs reside in union county Ohio.

Plaintiffs further pray that the court order J. J. Miller as Sheriff of said county to pay over to the Clerk of said Court said sum of $828.83 and interest from the 1st day of July 1884 subject to the order of this court under the distribution of this court and for all proper relief.

J. M. Kennedy atty for plffs.

State of Ohio, Union County, ss.

Norris Thompson one of the above named plaintiffs being duly sworn says the facts and allegations of the foregoing petition are true as he believes

Norris B. Thompson.

Sworn to and subscribed before me by the said Norris Thompson this 4th day of July 1884.

Seal

John B. Coats. Probate Judge.

Praecipe — To Clerk of said Court; Issue a Summons in the above case to Sheriff of Union County to Watson Thompson John Thompson, James T. Mahaffey guardian of Elwood Hemminger a Minor under 14 years of age. Indorsed, prayer for further distribution in partition

J. M. Kennedy atty for Plffs

State of Ohio Union County ss.

I J. J. Miller hereby enter my appearance herein and waive the issuing and service of Summons. July 6th 1884.

J. J. Miller.

Affidavit for Publication — Norris B. Thompson et al vs Wheeling Thompson et al

The State of Ohio Union County ss

Being duly sworn says that the unknown heirs of Jane Thompson deceased and the unknown heirs of Sarah J. Moots whose name and places of residence are unknown to this plaintiff are non residents of the State of Ohio and that Service of Summons cannot be made in this State and that the case is one mentioned in the pleadings Sections and that said heirs are unknown to affiant, and that Wheeling Thompson is a resident of Olney, State of Illinois.

Norris B. Thompson

Sworn to and subscribed before me this 4th day of July A.D. 1884.

Seal

John B. Coats. Probate Judge

On the 5th day of July 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:

We Command you to notify Watson Thompson, John Thompson, James T. Mahaffey Guardian of Elwood Hemminger a minor under 14 years of age that they and others have been sued by Norris B. Thompson, Elisha L. Thompson, Charlotte Thompson

Dra A Thompson and Elsbeth Thompson heirs at law of Malin Thompson deceased in the court of common pleas of Union county, and that unless they answer by the 2d day of aug A D 1884 the petition of said Plffs 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 July A D 1884. Witness my hand and the seal of said court, this 8th day of July A.D. 1884.

Seal

J.L. Burgner, Clerk

"Endorsed" "In action for further distribution."

Sheriffs Return

The State of Ohio Union County ss.

Received this writ July 8th 1884, and pursuant to its command, on the 9th day of July A.D. 1884 I served the same by delivering to the within named J.T. Mahaffey guardian of Elwood Hemminger and Elwood Hemminger and John Thompson & Watson Thompson both minors under 14 years of age and to Sarah E Thompson with whom they reside a true copy of this writ with endorsements thereon. Service 90 Mileage 4.40 Copies 10 Total $ 8.30

John Koebensack. Sheriff.

Legal notice

Norris B. Thompson et al Plaintiffs
vs
Wheeling Thompson et al
} Court Common Pleas Union County, O.

The unknown heirs of Jane Compton deceased, of New Carlisle Clark County States of Indiana and the unknown heirs of Sarah J. Moots whose place of residence is unknown and Wheeling Thompson of Avery Richland County Illinois will take notice that said plaintiff Norris B. Thompson and others, filed their petition in the court of common pleas of Union County Ohio on the 5th day of July A.D. 1884 asking for the distribution of the distributative share set off and assigned to Sarah J. Moots heir at law of Margaret Moots deceased (Formerly Margaret Thompson) in a proceeding in partition of the estate of John Y Thompson deceased filed September 2d 1875 by Rebecca Thompson guardian of Norris Thompson minor heir of Malana Thompson deceased against Wheeling Thompson and others heirs at law of John Y Thompson deceased. Unless they answer said petition by the 1st day of Sep A D 1884 said petition will be held true and distribution ordered accordingly.

Norris B. Thompson
By J. M. Kennedy, his attorney

July 9th 1884—
The State of Ohio Union County. ss.

The undersigned being duly sworn, say that a copy of annexed notice was published for 6 consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the county of Union the first publication beginning with July 9th 1884.

W.A. Shearer

Sworn to and subscribed before me this 8th day of September 1884

J.L. Burgner Clerk.

Entry

At the 22d day of September 1884. an Entry was made on the journal of said court as follows

Norris B. Thompson et al
vs
Wheeling Thompson et al
}

This cause came on to be heard upon the motion of plaintiff to confirm publication heretofore had for the unknown heirs of Sarah J. Moots and the

court being fully advised in the premises does find that the said heirs are necessary parties to said suit and that said publication was had in conformity to law and does hereby confirm the same

On the 22d day of September 1884 an entry was made on the journal of said Court as follows;

Entry

Norris B. Thompson et al
vs
Wheeling Thompson et al

It appearing to the court that John Thompson and Watson Thompson two of the defendants to this suit are minors under 14 years of age and have been duly and legally served with Summons herein. On motion of the plaintiff A. H. Kollenpath is appointed Guardian for the suit for said Minor defendants.

And now comes the said A. H. Kollenpath in open court and accepts said appointment.

On the 6th day of Oct 1884 an Entry was made on the journal of said court, as follows;

Entry

Norris Thompson et al
vs
Wheeling Thompson et al
} Union County Court of Common Pleas.

On Motion by the plaintiff and the court being fully advised in the premises, and the court finding the proceedings in all respects correct and the court finding and confirming the order of publication heretofore made for the unknown heirs of Jane Compton and the unknown heirs of Sarah J. Woods to be in all respects in conformity to law, and also finding that J. J. Miller one of the defendants was in default for answer or demurrer defind for the petitioners and orders distribution of the Money found to be in the hands of J. J. Miller Ex Sheriff of Union County, and amounting to $491.20 and being the Share of the unknown heirs of Sarah J. Woods as follows, to wit;

First = the costs of this action taxed at $ including an atty fee to J. M. Kennedy Atty for plaintiff.

2d To Norris Thompson Elisha Thompson Charles H. Thompson Asa Thompson Wesley W. Thompson One twenty fifth part of the residue of said money. To Each of said plaintiffs

3d To Wheeling Thompson 1/5 part of the residue.

To Watson Thompson and John Thompson 1/5 part of said residue

To the unknown heirs of Jane Compton 1/5 part of said residue.

And to Elwood & Herminger 1/5 part of said residue.

And the court further finds that there is said sum of $491.20 with interest from the 1st day of July 1884 in the hands of J. J. Miller Ex Sheriff of Union County Ohio, and the court therefore orders that said Sheriff pay over to the clerk of said court said sum of $491.20 within 10 days from this date and in default thereof to issue to issue Execution therefor and for all proper relief.

A. H. H.

J. L. Bumgarner, Clerk
By W. W. Winget Deputy

Pleas before his Honor John a. Rice Judge at a court of common pleas begun and held at the court-house in the town of Marysville within and for the County of Union and State of Ohio. on the 8th day of September A.D. 1884. Heretofore. To-wit on the 3d day of September A.D. 1884 a Petition was filed with the clerk of said court, which reads as follows;

Petition

Charles Crubbs Martha L. Crubbs
Anna B. Marlow nee William Green
Plaintiffs
vs
Sarah A. Moses. Lorenzo Moses
Moses Batchelor. Lem Green and
Lillie Green Defendants

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

4320

The said plaintiffs represent that they are the children and heirs at law of Amos Green deceased and that the said Sarah Moses now intermarried with said Lorenzo Moses is the mother of these plaintiffs and that said Lem Green and Lillie Green are brother & sister to said plaintiffs. That in the year 1867 the said Amos Green being then in full life was the owner in his own right of a tract of land in said County and exchanged the same for other lands hereinafter described and paid the full consideration therefor. That at the time of said exchange the said Amos Green without consideration caused the title to said lands by him received in exchange to be made to his wife the said Sarah Green who was to hold the same in trust for the children of said Amos Green.

That afterward, to-wit, about the year 1879. the said Amos Green was taken sick with serious illness. and being himself as well as the mother of the plaintiffs involved in debt and likely to loose their property and being desirous that said land should be saved for the children of Amos Green, it was then arranged that One Lem Green who was a brother of said Amos and Uncle to these plaintiffs and who was desirous of saving said land to the children of said Amos should cause the release of said indebtedness and relieve said Sarah and Amos from their embarassment: and in consideration thereof said Sarah should convey to the children of said Amos, said lands reserving to herself a life estate in the one third part thereof.

Whereupon said Lem Green Uncle of these plaintiffs with the full knowledge and consent of said Sarah caused the release of said indebtedness and for and on behalf of the children of said Amos paid said Sarah Green the mother of these plaintiffs the sum of four hundred and ten dollars in consideration that She would convey the legal title to said lands to the children of said Amos reserving to herself a life estate in the one third part thereof.

In consideration whereof the said Sarah L. Green (now Moses) on the 19th day of May 1879 executed and delivered to the plaintiffs and said Lem and Lillie Green her deed of that date and thereby conveyed to them the said lands reserving to herself a life estate in the one third part thereof which deed was made by her with the full knowledge and consent of her said husband the said Amos but the said Amos being in a weak and feeble condition did not join therein and shortly after died intestate leaving these plaintiffs and said Lem and Lillie his only heirs at law and legal representatives

The said Sarah has Ever Since kept and held the consideration for making

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said deed conveying the legal title of said premises to these plaintiffs and said Lem and Lillie Green; that She never had the equitable title but the same was caused to be conveyed to her by the father of these plaintiffs without any consideration but in Trust for the Children of said Amos as aforesaid. Said deed has been duly recorded in Book 32 Pages 362 & 363 of the Records of said county and said land is described as follows - Part of Survey No 3694. Beginning at a Stake and Stone on the N Side of Bobbs Creek and lower corner of Richard Whites land and from which a Walnut bears S 31 E 13 links ∠ Thence with said Whites line N 7 E 20 ½ poles to a Stake in the N line of the Survey. Thence with said line S 81 ½ E. 31 poles to a Stake and Stone Thence S 7 W 155 ½ poles to a Stone at the South west corner of Ashley Keightlingers land. Thence with his line S 82 ¾ E 41 ½ poles to the a Stone his S.E. Corner and S.W. Corner to J.P. Bloringers land - Thence with Bloringers line S. 89 ¾ E 71 ½ poles to a Stone - Thence S 8 W. 66 poles crossing the Creek twice to a Stake in the center of the creek witness a Sugar Tree on the E bank of the creek - Thence N 86 W 9 ½ poles to a Sugartree on the N. Bank of the creek - Thence up the creek following the old channel so far as it goes, and then with the present Channels of said creek to the beginning containing 9 ½ acres and 100 poles Except two acres off the North End and 16 ½ acres off the west Side, also 2 ½ acers Beginning in the center of the creek at the N.E corner of L. Martins lot thence with Martins East line to the center of the Road - Thence along the center of said Road 27 poles to a Small Stream - Thence along the west bank of said Stream 12 poles to the center of the creek - Thence W with the center of the creek 27 poles to the beginning.

These plaintiffs that the above and foregoing is a description of said lands conveyed to the Children of said Amos Green by said Sarah.

These plaintiffs further say that at the January term 1882 of this Court on Richard H White had proceedings pending for partition of certain lands and the same included a small Strip of the above premises and involved thereto, That the said Richard H. White in said Suit caused these plaintiffs to be made defendants to said and said Suit, Sarah Green (Now Moses) to be made defendants also, in order that he might have partition made, and questions of his title Settled. That all of the plaintiffs except Matilda Grubbs were then living at home with said Sarah their Mother and were told by her that said Suit only involved said Small Strip and that they were not required to attend Court and that She had Seen a Lawyer and the Lawyer Sent word for these plaintiffs not to come to Court as nothing would be done to Effect them and that they would get all the land after her death and the said Mattie L. Grubb was on her way down to See after her rights in Court when She was met by her Mother and told that She had Seen a Lawyer and the Lawyer said for them not to come that nothing would be done to effect their interests and that She would have her rights preserved and get her Share of the said land at the death of said Sarah, all the other plaintiffs under the immediate control of their Mother, and the said Mattie also being governed by her and all trusting and confiding in her said Representations and having no knowledge of Court Matters did not appear at said Court or make any claim to their right.

That said Sarah had before said January term filed her cross petition in said case and asking a decree against these plaintiffs and said Lem & Lillie Setting aside said deed and depriving them of their interest in said land and that the said Sarah Green was there in her said cross petition seeking to wholly deprive these plaintiffs and Lem and Lillie of their Equitable rights in said land, but these plaintiffs say that neither of them ever had any notice or knowledge of said

cross petition and did not know that said Sarah was seeking or asking any relief against them and that the said Sarah as well as these plaintiffs were all defendants in said action.

That said Sarah afterwards at the January term 1882 of this court, to wit: on the 6th day of February 1882 caused a decree to be entered upon the records of this court in said case of Richard D. White et al vs Other to the effect that said deed was wholly without consideration and was obtained from her by fraud and causing said Entry to show that this court set aside said deed and held the same for naught. Said Entry is on journal 12 Pages 358 of the Records of this court.

The plaintiffs further say that the said Sarah Green (now Moses) has ever since the death of their father kept and held the possession of the said lands and has had all the rent use and profit of the same and has kept these plaintiffs out of the possession thereof and wholly deprived them of any use of said land.

That after procuring the Entry of said decree the said Sarah Moses and Lorenzo Moses and within the last ten days has caused a deed of said lands to be made to said Bazell Batchelor but these plaintiffs do not know whether said Bazel Batchelor has paid any consideration for said lands and do not know whether he has any interest in the same and they demand proof thereof.

The said Lee and Lillie Green are both minors over 14 years of age and these plaintiffs could not obtain their consent to be joined as plaintiffs and they are therefore made defendants that their rights may be protected.

The plaintiffs say that they have a legal right to and are seized in fee simple of the 1/6 of said premises of said premises subject to the life estate of said Sarah in the 1/3 part thereof in law and equity they have the right to the possession of said lands and to an account for rents and profits. and they further say that said pretended decree against them is void in law for the reason it was procured by the fraud aforesaid and also because these plaintiffs had no notice of the demand of said cross petition of said Sarah, and also for the reason that this court had no authority in law to render said decree and the entry of the same was without the sanction of this court is void of its self but the said entry is a cloud upon the title of these plaintiffs and ought to be vacated for that reason and set aside,

These plaintiffs say said lands have been productive and are of value not only for agricultural purposes but on account of the deposit of gravel thereon and and that the plaintiffs have the right to the possession of their portion of the same.

Wherefore these plaintiffs pray that all of said defendants may be duly notified and that said pretended decree may be vacated and set aside and that said Batchelor may be required to answer and set forth what right if any any he claims to said lands and if he have no rights that the deed to him from said Sarah may be canceled, and that the said Sarah may be required to account to these plaintiffs for the use rents and profits of said lands since she has kept the plaintiffs out of the possession of the same, and that the legal title and equitable right of these plaintiffs to said land may be fully determined by the court and the same decreed to them and that they may recover the possession of said lands as their interest may appear and for a settling of all matters in dispute in regard to said lands may be fully determined, and in the opinion of the court that said Batchelor has any rights and has paid the full consideration for said land and is an innocent purchaser without

Praecipe

Summons

Sheriffs Return

Answer of Sarah A. Moses

then that the said Sarah may be required to account to these plaintiffs for their just proportion of the proceeds of said lands and for all such other and further relief as may be just and equitable and to the court may seem meet.

J. L. Cameron atty for Plaintiffs

State of Ohio Union county ss.

Charles Green being first duly Sworn says he is one of the plaintiffs above named and that the facts stated and the allegations made in the foregoing petition are true as he believes.

C. H. Green

Sworn to before me and subscribed in my presence this 3rd day of September 1883.

J. L. Burgner. Clerk.

Praecipe — To Clerk- Issue Summons to Sheriff of Union county Ohio for Sarah A. Moses Lorenzo Moses Bazel Batchelor Lon Green and Lillie Green

J. L. Cameron

Summons — The State of Ohio. Union county ss.

To the Sheriff of Union county Greeting:

We command you to notify Sarah A. Moses Lorenzo Moses. Bazell Batchelor Lon Green and Lillie Green that they have been sued by Charles Green. Martha L. Grubb Anna B. Newlove and William Green in the court of common pleas of Union county, and that unless they answer by the 6th day of Oct A.D 1883 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 17th day of Sep A.D 1883

Witness My hand and the Seal of said court. this 3rd day of Sep A.D 1883

Seal

J. L. Burgner. Clerk

Sheriffs Return — The State of Ohio. Union county ss.

Received this writ Sep 3rd A.D 1883 at 5 o'clock P.M and pursuant to its command. on the 4th day of September A.D 1883 I Served the Same by delivering a true copy of this writ with the endorsements thereon to Each of the within named defendants. Service 90 Mileage 100 Cops 100 Total $5.90

John Hobensack. Sheriff U. Co. O.

On the 28th day of September 1883 the following answer was filed with the Clerk of said court,

Answer of Sarah A. Moses

Charles Green Martha L Grubb
Anna B Newlove and William Green. Plaintiffs
vs
Sarah A. Moses Lorenzo Moses
Bazell Batchelor Lon Green and
Lilley Green Defendants

State of Ohio Union County ss.

Court of Common Pleas.

And now comes said defendant Sarah A Moses. and for her answer says; that the plaintiffs ought not to have or maintain this action against her and says; it is true She was the wife of Amos Green during his lifetime and is now the wife of the defendant Lorenzo Moses. She avers that said Amos Green departed this life about the 20th day of May 1869 and not in the year 1879 as alleged in the petition.

She says that true it is that in the year 1867 said Amos Green was possessed of and held the title to a piece of land which was exchanged for the land described in the petition, but it is not true that said Amos Green paid the full consideration for said land, but on the contrary said land was happily paid

paid for out of Money Means and Separate Estate of this defendant and to the Extent of about five hundred dollars. This defendant avers that before the date of the Exchange of the first piece of land for the land in the petition described, it was agreed between said Amos Green and this defendant that as soon as they could trade said first piece of land for a desirable place to make a home for their family he would in consideration of the investment of her Separate Money in said first piece of land and of the natural love and affection he bore for his wife, cause the title to be conveyed to to her and to her heirs and assigns forever. That soon thereafter they did Exchange said land for the lands described in the petition, and the said Amos being in good circumstances and having sufficient personal property to pay all of his then indebtedness, caused the title to said lands to be conveyed to this defendant and to her heirs and assigns forever. She says it was not true that she was to hold the title to said lands in trust for the children of said Amos Green or for anyone else. She Expressly denies each and every allegation in the petition to that subject in anyway relating. She says that she with her husband and family of small children moved upon the land where the said Amos died, and ever since until within a short time She resided upon and cultivated said lands as her own, as She had the right to do, and there raised the children of the said Amos Green and herself. She says that the said Amos Green ~~or for anyone else. She Expressly denies each and every allegation in the petition to that subject in anyway relating~~ was severly sick and died in the year 1869 and not in 1879 as stated in the petition She says it is not true that said Amos or this defendant was at the time of his sickness or death in debt, nor were they likely to loose their property, but upon the contrary the said Amos, as well as this defendant at and before his death had sufficient and ample means in the form of personal property to pay all of their then existing indebtedness. It is not true that the said Lon Green, who was a brother of the said Amos, ever caused the release of any indebtedness or relieved the said Amos or this defendant of any financial Embarassments, by reason of which She agreed in anyway or upon any condition to convey to the children of said Amos any of said land. It is not true that the said Lon Green ever paid to her the sum of $410. in consideration that She should convey the legal title to said lands to the children of the said Amos reserving to herself a life Estate in the One third part. She denies each and every allegation of the petition thereto relating.

This defendant says that sometime before the 19th of May 1869 She and the said Amos had a son born unto them, to whom they gave the name of his Uncle Lon Green above named and in the petition mentioned; that said Lon Green the uncle had for his name given to the said child a horse which afterward died. That about the 19th day of May 1869 the said Amos was sick and had been for sometime prior thereto, and was not likely to recover but was nigh unto death, at about that time the said Lon Green Senior conceived the idea of swindling and defrauding this defendant out of her land and for the accomplishment of that purpose made use of the said gift of the horse and the approaching dissolution of Amos Green On or about the 19th day of May 1869 after frequent and persistent importunities on the part of said Lon Green this defendant agreed to enter into a contract whereby She was to bind herself to owe to her said son the value of the horse given him by his uncle as aforesaid more than to any of her other children upon the Settlement of her estate, and it was arranged that the said Lon Green should prepare

an article of agreement to that effect= Whereupon the said Leon Green wickedly and maliciously intending to defraud her out of her lands caused a deed for said lands to be prepared instead of the article which had been agreed upon, and presented the same to her for signature, She without thought or consideration signed the same. She says that at the time of signing said deed She had been in long and constant attendance upon her husband who was then dying. She was worn out physically and almost distracted in mind so as to be unable to give attention to any subject except her duties to her dying husband & consequently had no suspicion that the instrument She was signing was anything more than the article of agreement relating to her son above described, upon the following day her husband Amos Green died. At the time of signing the said instrument which She afterwards found to be a deed, She was the lawful wife of Amos Green who was then living, and he did not join with her in the execution of said deed and never signed the same. Said deed was wholly without consideration and without the consent of this defendant and was procured by the grossest fraud on the part of the said Leon Green who thereby wickedly intended to deprive her of two thirds of said lands; And every allegation of the petition as to a consideration having been given by the said Leon Green, either for himself or in behalf of the children is false and is therefore Expressly denied. Until recently this defendant held undisputed possession of said lands from the death of her husband in 1869 and but for the gross & infamous fraud practiced upon her by the said Leon Green her title thereto would never have been questioned by anyone. It is not true that the defendant never had the Equitable title to said lands. She was in fact possessed of the Equitable title as well as the legal title thereto; and it is not true that said lands were conveyed to her without consideration or in trust for the plaintiffs or for anyone else.

This defendant says that in furtherance of his attempted fraud the said Leon Green caused said pretended deed to be entered of record in the Recorders office of Union County, Ohio; and sometime passed before it came to the knowledge of this defendant that any such instrument Existed, and the same being of record was although void, Still a cloud upon her title and heretofore in a proceeding in this court in which one Mary J. Baker and others were plaintiffs and this defendant as well as the defendant Leon Green Junior and Lillie Green were defendants and in which suit the title to said lands or a portion thereof was in controversy the court found among other things, that the said paper writing purporting to be a deed from Sarah A. Green to her said children was executed during the life time of her husband and that her said husband Amos Green did not join with her in Execution of the same, and that said pretended deed was made without any consideration whatever and was obtained from this defendant by false & fraudulent representations and means and said deed was wholly void and fraudulent and was set aside both in law and in Equity, and this defendant was quieted in her title to said lands against all parties to said suit.

This defendant says that said plaintiffs as well as the said Leon & Lillie Green who are made defendants herein were made parties to said suit and were bound by said proceedings. It is not true that She ever told Martha L. Grubb or any of the other children that said suit only involved a small strip of said land.

She says She has no knowledge as to the said Martha L. Grubb being on her way to court but She denies that She ever made any representations to the said Martha L. Grubb whereby She was induced not to attend court=

She says She has always acted the part of a loving and faithful mother to all

of said children protecting and caring for them from birth to maturity, or to the present time toiling for their comfort and Spending large sums of Money for their benefit.
She says said children never before Manifested any discontent. Nor would they now so do but for the influence of some Evil Minded person - She says that her age is years. That She recently Sold said land to Bazee Batchelor one of the defendants herein for a full fair and valuable consideration as She had a right to do. She is under no obligation to account to any one as it was her own property. She expressly denies all allegations in the petition not herein expressly admitted or denied. She therefore asks that She may go hence without day and recover of the plaintiffs her cost. and for all such other relief as the court may deem necessary.

Johnston & Fisher Attys for Sarah A & Lorenzo Moses.

State of Ohio Union ss

Sarah A. Moses being duly Sworn says that all the allegations of her foregoing answer are true, to the best of her knowledge & belief

Sworn to before me and Signed in my Presence Subscribed by Sarah Moses this 26th day of September A.D. 1883. Sarah A. Moses

Seal S.S. Gardiner, Notary Public

On the 30th day of Jany 1884 an entry was made on the journal of said court as follows.

Entry

Charles Green et al
vs
Sarah Moses et al

On application, leave is granted to the defendant Bazel Batchelor to file answer in 30 days from the rising of this court and this cause continued.

On the 4th day of March 1884 the following Answer & Cross petition was filed with the clerk of this court;

Ans & Cross Pet of Bazel Batchelor

Charles Green et al Plff's
vs
Sarah A. Moses et al Defts

No 4320.
Court of Common Pleas Union County Ohio

And now comes the defendant Bazel Batchelor by leave of court, and files this his answer and cross petition to plaintiffs petition and says: That he admits plaintiffs are children of Amos Green and Sarah A Green (now Sarah A. Moses) and that their father and the late husband of the defendant Sarah A. Moses is now deceased - and that the said Sarah A. Green has since his death intermarried with Lorenzo Moses. Also that this court at a former term thereof, and in the case wherein all the plaintiffs were parties and in court by process, did set aside and declare null and void a certain pretended deed of Sarah A. Green conveying said lands in the petition described to her children and did in said action make a decree forever quieting the title of said Sarah A. Green to said lands as against the claim of plaintiffs and the other children of said Amos Green or of any other person or persons claiming under them.

This defendant also admits that Sarah A. Moses & her husband have since said decree sold and conveyed said lands to this defendant; and this defendant denies each and every other allegation in said plaintiffs petition contained.

Further answering this defendant says that he purchased said lands from Sarah A. Moses & her husband in good faith for a full and fair consideration by him to them paid and that on the day of they conveyed the same

Supplemental Petition

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to him by a good and sufficient deed of genral warranty and that he is now the owner of said Lands in fee simple and that none of the plaintiffs or defendants or anyother person (except what is owing to said Sarah L Moses or her assigns on a mortgage given for balance of the purchase money) have any claim upon or any right title or interest whatever in said lands.

His defendant therefore prays that the petition of plaintiffs may be dismissed by the court that his title to the Lands in plaintiffs petition described may be forever quieted as to the claim of the plaintiffs and defendants herein and of all persons claiming under or through them or either of them and that this defendant may be adjudged to go hence without day and to recover his cost herein and for all other proper relief.

A.T. Carpenter Atty for B. Batchelor

The State of Ohio Delaware County ss

Bazil Batchelor the above defendant being Sworn says that the facts stated and allegations contained in his foregoing answer and cross petition are true as he verily believes.

Bazil Batchelor

Sworn to by Bazil Batchelor before me and signed by him in my presence this first day of March A.D. 1884.

Seal

A.W. Wells Notary Public.

On the 3rd day of April 1884 the following Supplemental petition was filed with the Clerk of said court,

Charles Green & others plaintiffs
vs
Sarah L. Moses & others defendant
} In Union County, court of common pleas

Supplemental Petition

Now comes the said plaintiffs and for their Supplemental petition in this case say that since the filing of the original petition in this case the said Charles Green one of the plaintiffs has moved upon said premises and by consent of the other plaintiffs the said Charles Green and Martha L. Grubb and her husband William Grubb now holds and occupies said premises representing all the plaintiffs interest therein.

That the title of these plaintiffs and their right of possession to said premises is purely Equitable. That said Sarah L. Moses and her husband L. Moses have commenced a proceeding in forcible Entry and detention before Henry Highbarger a justice of the peace of said County to put the said Charles Green William Grubbs and Martha L. Grubbs out of the possession of said lands and said suit is set for trial before said justice of the peace on the 5th day of this Month and unless restrained by the order of this court the said justice will go on and try said case, and the said Charles Green, William Grubb and Martha L. Grubb will be unable to make their Equitable defense before said justice of the peace for the reason that he has no jurisdiction to hear the same and said justice has no jurisdiction to hear and determine upon the Equitable rights and interests of these parties and to permit him to go on and try the same would result in great and irreparable injury to these plaintiffs.

The plaintiffs say that they have the present right of possession of the undivided two thirds of said premises and are able and willing to give bond to account to said Sarah L. Moses for the use of the other third of said premises and that avoid a multiplicity of suits it is to the interest of all said parties to have all their rights determined in one action.

Wherefore these plaintiffs pray that a restraining order may issue

to said Sarah L. Moses and her said husband and to said Henry Highbargin restraining them from further proceeding with said suit at law in forcible entry and detention before said justice and that said proceedings shall be stayed by order of this court until a full hearing can be had, and upon full hearing that said Sarah L. Moses and her said husband and Henry Highbargin may be forever and perpetuary enjoined from proceeding further at law in said action in forcible entry and that all the rights and interests of these parties may be fully determined by this Equitable and just and the nature of the case may require

J. L. Cameron Atty for plaintiffs

State of Ohio Union County ss.

Charles Green being first duly sworn says the facts stated and allegations made in the foregoing supplemental petition are true

C. H. Green

Sworn to before me and signed in my presence this 2d day of April 1884

W. M. Winget J.P.

Injunction allowed as prayed for in the petition until otherwise ordered by the court of common pleas of Union County Ohio or other competent authority on the plaintiffs giving an undertaking to the defendants in the sum of two hundred dollars. Conditioned according to law, with sureties to be approved and acceptance of the clerk of the court of common pleas of Union Co Ohio

Fees of Probate Judge $

John B. Coats

Probate Judge of Union County Ohio

The following entry was made on the journal of said Court,-

Entry

Charles Green et al } In Union County common pleas
vs } Before Probate judge. Temporary Injunction. April 3d 1884
Sarah Moses et al }

This day came the plaintiff by his attorney 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 Supreme or Common Pleas Judge in said County;

It is ordered, that an injunction be issued herein enjoining defendants from proceeding at law before Henry Highbargen a justice of the peace of said County in forcible detention to obtain possession of the lands in the Petition described & enjoining said Henry Highbargen in proceeding in the action now pending before him and to restrain said Sarah L. Moses from proceeding in any manner at law until this case is heard and determined, 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 $200.00 conditioned according to law, with sureties to the approval of the clerk of the court of common pleas of Union County Ohio

Seal

John B. Coats Probate Judge.

On the 3d day of April 1884 the plaintiff filed an undertaking with the clerk of said Court which reads as follows;

Bond

Charles Green et al } State of Ohio Union County ss. Court of Common pleas.
vs }
Sarah L. Moses et al }

We bind ourselves to the said defendants Sarah Moses L. Moses and Henry Highbargen in the sum of Two hundred dollars that the said plaintiffs Charles Green et al shall pay to the said defendants the damages they may sustain

Praecipe

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Charles
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by reason of the injunction in this action if it be finally decided that the said injunction ought not to have been granted. April 3d 1884 William Lamb. R. H. White

This undertaking approved by me this 3d day of April 1884

J. L. Burgner. Clerk

By W. M. Weigel. Deputy Clerk

Praecipe — The Clerk will issue a restraining order in this case to Sarah L. Moses and a summons indorsed "Injunction allowed" to Henry Highbargin restraining said parties as provided in the order of court this day granted in this case.

J. D. Cameron. atty for plaintiff

Summons — The State of Ohio Union County ss.

To the Sheriff of the county Union Greeting:

We command you to notify Henry Highbargin that he and others have been sued by Charles Green et al in the court of common pleas of Union county, and that unless he answer by the 3d day of May A D 1884 the petition of said Charles Green et al against them filed in the clerks office of said court such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 4th day of April A D 1884

Witness My hand and the seal of said court this 3d day of April A. D. 1884.

Endorsed "Injunction Allowed".

J. L. Burgner Clerk.

Seal

By W. M. Weigel - Deputy.

Sheriff's Ret — The State of Ohio Union County ss.

Received this writ April 3d A D. 1884 at 11 o'clock A. M. and pursuant to its command, on the 4th day of April A. D 1884, 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. Servic 30 Mileage 160 Cop 20 Total $ 2.10

John Hoobensack Sheriff U. C. C

Summons — The State of Ohio Union County ss.

To the Sheriff of said County Greeting:

We command you to notify Sarah Moses and L. Moses that they have been sued by Charles Green, Martha L. Grubbs, Anna B. Newlove and William Green in the Court of common pleas of Union County, and that unless they answer by the 3d 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 4th day of April A D 1884. Witness my hand and the Seal of said court this 4th day of April A D 1884.

Seal

J. L. Burgner. Clerk

Endorsed, "Injunction allowed.

Sheriffs Return — The State of Ohio Union County ss.

Received this writ April 4th A D 1884 at 7 o'clock A. M. And pursuant to its command, on the 4th day of April A D 1884 I served the same by delivering to each of the within named defendants a true copy of this writ with Endorsements thereon. Service 4.5 Mileage 320 Cop 4.6 Total 4.05

John Hoobensack. Sheriff. U. C. C

On the 22d day of April 1884 an entry was made on the journal of said court which reads as follows

Entry — Charles Green et al vs Sarah Moses et al — This cause is continued on Motion of plaintiffs

for absence of Leon Green and Richard B. White and at their cost. It is therefore considered by the court that the plaintiffs pay the costs of this term and in default that Execution issue therefor.

On the 15th day of May the following pleadings were filed with the clerk of said court:

Reply

Charles Green et al
vs
Sarah Moses et al

In Union County Court of Commen Pleas.

And now comes the plaintiffs and for Reply to the answer of Sarah Moses Say: That they deny that said Sarah paid any part of the consideration for the lands traded by Amos Green for the land in the petition described and deny that there was any agreement to place said lands in the name of said Sarah for any other purpose than as a trustee for the children of Amos Green and expressly deny all the allegations of the said answer in that regard.

They deny that said Leon Green Senior ever made any false or fraudulent representations to said Sarah in regard to said lands as to any writing concerning the same and deny that any horse was given for namesake or for anyother purpose or in any other manner than as described and set forth in the petition. And they deny each and every allegation in said answer in regard to any wrong fraud or wickedness on the part of said Leon Green their Uncle, and deny that said Sarah intended or expected to sign a contract to give one heir more than another, and deny each and every allegation and averment in said answer wherein said deed is claimed to have been executed in any other manner than as Stated in the petition.

The plaintiffs deny each and every allegation in said answer that controverts the facts set forth in said petition, and further answering say that they have lived with their mother worked for her and helped her along ever since the death of said Amos Green and their rights have not been disputed until said Sarah contracted new marriage relations. That they have Shielded and protected their Mother through Evil as well as good report and with her they believe they could get along now, but the near relations She has contracted has brought an influence over her mind adverse to her children and that the Step father has more interest in getting control of this property than he has in said Sarah or her children — This part of this reply is to be taken in response to the latter part of the defendants answer. Wherefore the plaintiffs pray as they have always prayed.

J. L. Cameron Atty for Pltffs

State of Ohio, Union County S.S.

Charles Green being duly Sworn Says the facts Stated and allegations made in the foregoing reply are true as he verily believes

C. H. Green.

Sworn to before me and Signed in my presence This 16th day of May 1884

J. L. Bruner. Clerk.

Reply

Charles Green et al
vs
Sarah Moses et al

In Union County Court of Commen Pleas.

Now comes the plaintiffs and for reply to the answer of said Bazil Batchelor Say: That they deny that said Bazil Batchelor purchased said lands in good faith, and deny that he paid any consideration therefor and deny that he has any interest therein. Upon information and

belief, the plaintiffs say that said Batchelor has paid no consideration whatever for said lands and that he is not financially able to buy said lands that he is a Brotherin-law of said Sarah Moses, but the conveyance to him was for the purpose covering up said lands and defrauding the plaintiffs. Wherefor the plaintiffs pray as they always have prayed

J. L. Cameron Atty for Plaintiffs

Charles Green one of said plaintiffs being first duly Sworn deposes and says that the facts Stated and allegations made in the foregoing petition & prayer are believed by him to be true

C. H. Green

Sworn to before me and signed in my presence this 15th day of May 1884.

J. L. Bongner. Clerk.

On the 6th day of october 1884 the following entry was made on the journal of said court—

Entry

Charles Green et al }
vs }
Sarah Moses et al }

This day this cause came on for hearing upon the petition and Supplemental petition of plaintiff the answers of Sarah J. Moses and of Boyce Batchelor and plaintiffs replies thereto and the evidence and was argued by counsel. Whereupon the court being fully advised in the premises do find for the defendants and that plaintiffs are not entitled to the relief prayed for. And that the temporary injunction heretofore granted might not to have been granted, and the same is hereby dissolved. It is further ordered that a writ of possession be awarded to put said defendants in possession of said premises and that plaintiffs pay the costs of this action taxed at $ within ten days or in default that Execution issue therefor.

Whereupon plaintiffs gave notice of their intention to appeal this cause to the circuit court and the appeal Bond was fixed by the court at the sum of Three Hundred dollars.

Attest. J. L. Bongner Clerk
By W. M. Winget - deputy

Pleas before his Honor John A. Bice Judge at a court of Common pleas begun and held at the court house in the town of Marysville within and for the County of Union and State of Ohio on the 8th day of September A.D. 1884. Heretofore to wit- on the 26th day of February A.D. 1883. The following pleadings were filed with the clerk of said court,

No 4203
Petition

John W. Foreman
vs
Henry Lough & others

} Court of Comman. Pleas Union County Ohio

The plaintiff John W. Foreman says he is the owner in fee Simple of and entitled to the immediate possession of the following real Estate Situate in Union County Ohio in Survey No 10911. in the name of William Winchester described as follows, viz: Beginning at the N. W corner of the John Schuels lot, thence N 36¾ poles to a Stone at the S W corner of a lot of 50 acres which plaintiff has given to Carrie Jane Stoll, thence East with said Stoll South line 110 poles 11 feet to a Stake, thence S. 36¾ poles to John Schuels lines a Stake & Stone, thence with his line to the beginning containing 50 acres more or less. The defendant Henry Lough is in possession of said premises and unlawfully withholds possession thereof from the plaintiff and Evesince the 25th of February 1883 hath unlawfully withheld from plaintiff the said possession of said premises to his damage One dollar.

Wherefore plaintiff prays Judgment against said Henry Lough for the said possession of said premises and One dollar his damages.

2d And the plaintiff further says that said defendant is pecuniarily insolvent- The defendant Henry Lough has been unlawfully taking off of said premises the valuable timber and selling it and converting it to his own use, which timber is necessary for the said land and its removal is a real damage to the same and the defendant threatens to continue to take off of said premises the valuable timber and thereby irreparably damage said premises & the plaintiff will be unable to be reimbursed in damages on account of defendants insolvency and unless he is restrained by the injunction of this Court he will take off the valuable timber during the pendancy of this action and thereby irreparably damage plaintiff and the plaintiff says the said defendant is the father of two children, viz Allen Lough aged about 3 years and one child about One year old not named, who are also the children of Amanda a daughter of plaintiff now deceased and the said Henry Lough claims that said two children are interested in said land, but the plaintiff says that his said two (crossed) children have no rights or interest in said land except- what he has given them by his will, but in order that their rights may be tested the plaintiffs asks that they also may be made parties defendant- hereto, Plaintiff asks an injunction pending this action restraining defendant from cutting or removing any timber from said premises pending this action.

Robinson & Piper Attys for Plff.

The State of Ohio Union County ss.

John W. Foreman plaintiff being duly Sworn deposes and says the allegations of the foregoing petition are true.

John Wm Foreman.

Sworn to before me and Signed in my presence this 26th day of Feby 1883

J. L. Burgner. Clerk

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On the 26th day of February 1883 an entry was made on the journal of said court which is as follows

John W. Foreman vs Henry Gough et als } Before the Probate Court- Union County Ohio. Feby 26th 1883
} Motion for temporary injunction in the Court of Common Pleas, Union Co

And now on this 26th day of February 1883 came the plaintiff by Robinson & 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 and the affidavit on said petition therein filed, and after hearing the argument of counsel, and being fully advised in the premises, it is considered and ordered that a temporary injunction be, and the same hereby is allowed in this case to restrain the said defendant from cutting or removing any timber from the land in said petition described as prayed for in said petition of plaintiff. It is further ordered that the Clerk of the Court of Common Pleas issue a Summons in this case endorsed injunction allowed on said plaintiff, giving an undertaking to the said defendant conditioned according to law with Security to be accepted by the Clerk of the Court of Common Pleas, in the sum of $100.00.

Seal

John B. Coats, Probate Judge

Bond

John W. Foreman vs Henry Gough et al } The State of Ohio, Union County ss Court Common Pleas

We bind ourselves to the said Henry Gough et al in the sum of One hundred dollars ($100.00) that the said John W Foreman 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. Feb 26th 1883.

John Wm Foreman
George W. Sewell

This Undertaking approved by me this 26th day of Feb 1883.

J. D. Burgner Clerk of said court.

Praecipe

John W. Foreman vs Henry Gough } Court Common Pleas Union County Ohio Marysville Feb 28th 1883

To the Clerk of said Court: Issue Summons in the above case for Henry Gough. Aden Gough aged 3 years & an infant without Name. "Endorse petition to recover possession of land and and injunction to prevent cutting and taking off timber" "Injunction allowed" returnable according to law.

Robinson & Piper Attys for Pltff

Summons

The State of Ohio. Union. County ss.

To the Sheriff of the county of Union greeting:

We command you to notify Henry Goff. Aden Goff a an infant without Name that they have been Sued by John W. Foreman in the Court of Common pleas of Union County, and that unless they answer by the 2d day of April A.D. 1883. the petition of said John W. Foreman against them filed in the Clerk's office of said court. Such petition will be taken as true and judgment-

ordered accordingly
You will make due return of this summons on the 12th day of March A.D. 1883- Witness my hand and the seal of said court this 28th day of February AD 1883.
J. L. Burgner Clerk
By W. M. Winget - Deputy.
Seal
"Endorsed" Petition to prevent - possession of land and injunction to prevent cutting & taking off timber. "Injunction allowed."

Sheriffs Return

The State of Ohio Union County ss.
Received this writ - February 28th 1883 at 2 o'clock P.M. and pursuant to its command on the 6th day of March 1883 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 defendants, Service 60 Mileage 336 6 Copies 60 Total $4.56
John Hobensack. Sheriff.

Ans of Henry Goff

On the 30th day of June 1883 the following Answers were filed with the Clerk of said Court -
John W. Foreman }
vs } Court of Common pleas Union County Ohio.
Henry Goff et al }
Now comes Henry Goff defendant - and for his answer to the petition of the said plaintiff says that - he denies each and every allegation and averment in said petition contained except that - this defendant is in possession of said premises and that he is the father of said infant defendants.
For further answer this defendant refers to the answer of said infants which is filed herein and which this defendant affirms to be true. Wherefore this defendant asks that the title to said lands may be quieted and put at rest - and that he may have all proper relief -
J. L. Cameron atty for Henry Goff Deft -
State of Ohio Union County ss.
Henry Goff defendant - being Sworn, Says, the facts stated in his foregoing petition are true as he believes.
Henry C. Goff.
Sworn to before me and Signed by Henry Goff in my presence this 30th day of June 1883.
J. L. Burgner Clerk

Ans of Infants by Guard'n

John W. Foreman }
vs } Court of Common Pleas Union County ss.
Henry Goff et others }
And now comes Aden Goff and the other infant - defendants by J. L. Cameron their guardian for this suit - and for answer to said plaintiffs petition say: That they are the only children and heirs at law of Amanda Goff, late of said county deceased. That said Henry Goff is the father of these defendants and that said Amanda Goff lately died intestate and all her estate and interest in said lands descended to these defendants subject to the rights of said Henry Goff as husband relict of said Amanda.
Further answering these defendants say that about the year 1866 or 1867 the said Amanda with other sisters and brothers were living at home with the said plaintiff who was father of said Ammanda and who is grand father to these defendants. That said plaintiff had purchased 200 acres of a tract of land mostly in the woods and a proposition had been made to him to

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Henry Goff

Sell him the remainder of said 400 acres tract, but to so do it would require the plaintiff to borrow money and involve himself in debt; the plaintiff therefore called his children including said Amanda around him and stated to them that he would borrow money and buy the balance of said 400 acre tract if said children would agree to stay with him and help him in making his payments and in improving said lands

Thereupon said children gave their consent and agreed to faithfully help pay out for said lands. It was further arranged that when either of any of said children arrived at full age and married then such child was to have 60 acres of said land.

Thereupon pursuant to said family arrangement the said plaintiff borrowed money and purchased the remainder of said 400 acre tract of which the land in the petition described is a part; Thereupon said Amanda in the faithful performance of her part of said family arrangement remained at home and worked for her father the said plaintiff doing both household and field labor until She was 22 years of age being four years after her majority at which time She Married the said Henry Goff.

That pursuant to said family arrangement at the time of said Marriage or within a few days thereafter said plaintiff set apart for said Amanda her 60 acres of land being the same mentioned in said petition. That said plaintiff then put the said Henry and Amanda in the possession of said premises and instructed them about the lines of said land and gave them directions about building the partition fences and fully delivered up to them the possession and enjoyment of said premises. The said Amanda through her said husband went to work and fenced said lands and deadened a portion of said lands and made lasting and valuable improvements thereon the plaintiff agreeing to make a deed to said Amanda for said lands.

That after said plaintiff had set apart and put said Amanda & Henry in possession of said lands in the manner aforesaid and after the said plaintiff had agreed to make a deed for said lands, to-wit; about the 27th day of January 1883. the said Amanda departed this life intestate as aforesaid leaving these defendants her only children and heirs at law, to whom the title of said lands passed subject to the right of said Henry. Wherefore these defendants deny that said Henry their father wrongfully withholds the possession of said lands and deny that said plaintiff is entitled to the possession of said premises. But say the equitable title to said lands is in these defendants subject to the rights of said Henry. That the said family arrangement was just and reasonable and has been fully executed and carried out with the exception of said plaintiff making a deed for said lands.

Wherefore these defendants that their title to said lands may be quieted and put at rest, and that the said plaintiff may be decreed to convey to them the legal title to said premises within a time to be named by the court and in default thereof that the decree of the court may operate as such conveyance, and for all such other and further relief as may be equitable and just-

Aden Goff and the other Infant defendant, by
J. L. Cameron their guardian for this suit.

On the 7th day of January 18[illegible] the following Reply was filed with the Clerk of said Court-

Reply

John M Foreman }
vs } Court of Common Pleas. Union County Ohio
Henry Goff & others }

The said plaintiff for Reply to the answers filed on behalf

of the Minor children of Henry & Amanda Goff dec'd Says; that he denies the Several matters and things therein Set forth and says the same are not true in the Manner and form therein Stated but the plaintiff Says that he admits he had a strong desire to keep his children about him and in order to help them and induce them to remain about him he proposed to all of his children, Amanda included that he would give to her and to each of them a home upon a part of his land but his proposition to her, as well as to the other children was that they Should build a house upon the land and make a home on the Same So long as they Should live and improve the Same, and at anytime after they Should So improve it and move on to it he would give to her and to them as they complied with said conditions a deed for the land to her and to them during her and their lifetime and at her and their death to the heirs of her and their body. and the plaintiff Says this arrangement was made before the said Amanda was Married, and after her Marriage with Henry Goff he, the plaintiff often asked the said Henry & Amanda Goff to go on to said land and build a house thereon and make it a home for them and said Amanda desired to comply with said request and the terms of the arrangement she had made with the plaintiff but said Henry Goff under the pretense of complying with said conditions of said arrangement took possession of said 50 acres which was the lot designed for Amanda and her children, but said Henry Goff having taken possession cut and hauled away from said land a large amount of valuable timber for the purpose he claimed at the time of building a house on said land, but which he Sold and converted to his own use and never built any house thereon and never moved on to it but contrary to and against the plaintiffs wish refused to make the same into a home but moved about from place to place greatly to the injury and against the wish of said Amanda and greatly to the regret and against the will of the plaintiff. At the time said Henry Goff took said possession he agreed to pay the taxes on said land and proceed promptly to build said house and move on to the same and on no other condition did he or could he have obtained possession from the plaintiff of said land, and he continued to repeat the promise to move on to said land So long as She lived but did nothing to fulfil his promise in that regard.

The plaintiff admits that said Henry Goff did some deadning on said land and some fencing of Small value, but Says he took off valuable timber therefrom and had the use thereof to much greater value than all the improvements amount to in value.

The plaintiffs wish and arrangment with said Amanda was Wholly frustrated and defeated by the wrongful conduct aforesaid of Henry Goff in failing and refusing to Comply with the conditions of said arrangment and he hath never paid the taxes thereon and the plaintiff hath paid the Same

Therefore plaintiff prays for possession of said lands as he did in his originae petition.

Robinson & Piper attys for Plff.

The State of Ohio Union County Ss.

John W Foreman plaintiff being duly Sworn deposes and Says he believes he believes the allegations of the foregoing Petition are true

John Wm Foreman

Sworn to before me and Signed in my presence by John W. Foreman this 7 day of Jany 1884

J. D. Burgner Clerk. By W. M. Winget - Deputy.

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Petition

On the 12th day of December 1884 the Entry was made on the journal of said court as follows.

John W. Foreman
vs
Henry Goff and others

This day came the parties and waived the jury trial and submitted this cause to the court. Whereupon the court being fully advised in the premises find for the plaintiff and against the defendants on the issues joined in the premises but the court finds that said Henry Gough has made improvements on said premises to the value of $100. over what he has been paid for which he has a lien on said land

It is therefore considered and adjudged by the court that the plaintiff recover of said defendants the possession of said lands. and it is further ordered and decreed that plaintiff pay defendant Henry Goff One hundred dollars in ten days and in default thereof Execution issue therefor. And the court further orders that plaintiff pay his own cost and that Henry Goff out of said $100. pay the costs made by defendants. Defendants gave notice of appeal and the court fixed the bond at $200.00

Attest J. D. Burgner. Clerk.
By W. M. Winget. Deputy.

Pleas before his Honor John A. Rice, Judge at a court of common begun and held at the court house in the town of Marysville within and for the county of Union and State of Ohio on the 8th day of September A. D. 1884. Heretofore, to-wit: on the 15th day of Nov A. D. 1884. The following pleading was filed with the Clerk of said court.

The State of Ohio, Union county, Court of common pleas.

No 4647. Petition

John D. Southard Plaintiff
vs
Samuel N. Watson George Coder and Nancy Watson Defendants

And now comes the plaintiff John D. Southard and for cause of action herein against the said defendants Samuel N. Watson George Coder and Nancy Watson says;

That on the 17th day of February 1881 the said defendants executed and delivered to plaintiff their promissory note of which the following is a copy; "$400. On or before April 1st 1884 for value received I promise to pay to the order of J. D. Southard Four Hundred dollars Int at 8% after Maturity"

Feb 7th 1881.

Witness "I M. Southard

Samuel N. Watson
George Coder
Nancy Watson

That said note is indorsed as follows, "Paid on the within $17.50 June 7th 1884. That no other or further payments have been made on said note and there is now due to the plaintiff from the said defendant Samuel N. Watson as principal and George Coder and Nancy Watson as Sureties the sum of $388.46 with interest thereon at 8% from the 7th day of June 1884 for which the plaintiff asks judgment against said defendants.

Powell and Fulton attys for Plaintiff

The State of Ohio Union County ss.
J.B. Fulton being first Sworn according to law says that he is one of the attorneys for the above named plaintiff duly authorized in the premises that this action is founded upon a written instrument for the payment of money only, and that said written instrument is now in affiants possession and that he believes the facts Stated and allegations of the foregoing petition are True. J. B. Fulton.
Sworn to before me and Subscribed in my presence by the said J. B. Fulton this 15th day of November 1884
J. L. Burgner Clerk

Praecipe — To Clerk- Issue Summons for defendants to Sheriff of Union County Ohio returnable according to law. Indorse Amount claimed $388.45 with interest at 8% from June 7th 1884. Powell & Fulton Atty for Pltff

Summons — The State of Ohio Union County ss- To the Sheriff of said County Greeting: We command you to notify Samuel N Watson, George Coder & Nancy Watson that they have been Sued in the Court of Common Pleas of Union County, and that unless they answer by the 15th day of Dec A.D. 1884 the petition of said J. L. Southard 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 15 day of Nov A.D. 1884 at Marysville O.
Seal
J. L. Burgner Clerk

Sheriffs Return — The State of Ohio, Union County ss.
Received this writ Nov 15th A.D. 1884 at 10 oclock P.M. And pursuant to its command on the 22d day of Nov A.D. 1884 I Served the same by leaving at the usual place of residence of the within named Samuel N. Watson- George Coder & Nancy Watson a true copy of this writ with Endorsements thereon- Service 60 Mileage 200 Copy 60. Total $3.20
John Hohenshack. Sheriff

On the 15th day of December 1884 an entry was made on the journal of said Court as follows

J. L. Southard
vs
Samuel N. Watson et al

This day this cause came on to be heard upon the petition of the plaintiff, the defendant though duly Served with a Summons herein failing to answer demur or otherwise object to the petition of the plaintiff but made default- On Consideration whereof and the Court being fully advised in the premises finds that there is due from the defendants to the plaintiff upon the note described in the petition the sum of $396.22 and the Court finds that George Coder and Nancy Watson are Sureties for Samuel N. Watson on said Note- It is therefore considered and adjudged that the said plaintiff recover from the said Samuel N. Watson as principal and George Coder and Nancy Watson as Sureties the said Sum of $396.22 and that said Sum bear interest at 8% from Dec 16th 1884. and also his costs in this behalf Expended and that defendants pay their own costs herein for all of which Execution is awarded.

Attest J. L. Burgner. Clerk
By W. M. Wright- Deputy.

Pleas before his honor John A. Price judge at a court of common pleas begun and held at the court house in the town of Marysville within and for the county of Union and State of Ohio, on the 8th day of September A.D. 1884. Heretofore, to-wit: on the 3d day of august 1883 the following Petition was filed with the clerk of said court;

No 1286 Petition

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

Prleg Cranston administrator of the estate Gelolus C. Pooler deceased. Plaintiff

vs

Abraham Carver, James Lyons and Henry M. Saville. Defendants

The plaintiff says that on the day of May A.D. 1881 he was duly appointed and qualified and letters were granted to him as the administrator of the estate of Gelolus C. Pooler late of said county deceased by the Probate Court of the said County of Union.

II That his first cause of action is founded upon a promissory note made on the 9th day of March 1881 and delivered to the said Gelolus C. Pooler dec'd then in full life by the defendant Abraham Carver. Said promissory note is in the words and figures following. To-Wit;

$800.00 Brodway March 9th 1881-

On April 1st 1888 I promise to pay to the order of Gelolus C Pooler eight hundred dollars at Brodway Union Co Ohio. Value received with interest at rate of 6 per cent per annum from april 1st 1881- This note not to be negotiated until the Mortgage from J. C. Pooler and wife to Henry M. Saville is paid is paid and canceled recorded in Vol 15 page 220 &c record of Mortgages Union County Ohio and the money of said note to apply on said Mortgage- Abraham Carver.

Due April 1st 1883

Said promissory note is due and no payments have been made thereon. There is now due the plaintiff as said administrator on said promissory note from the defendant Abraham Carver the sum of Eight hundred dollars ($800.) with interest at the rate of six per cent per annum from April 1st 1881 and for which the said plaintiff asks judgment.

III For second cause of action the plaintiff says that on the 9th day of March A.D. 1881 the defendant made and delivered to the said Gelolus C. Pooler his seven (7) promissory notes of that date and thereby promised to pay to the said Gelolus C. Pooler or order the sum of Fifty Two hundred dollars, Eight Hundred dollars for Each year for Six years and Four hundred dollars in Seven Years after date of said notes with interest at rate of six per cent per annum for value received. Copies of notes are hereto attached Marked A. B. C. D & E-

The defendant Abraham Carver on the 9th day of March A.D. 1881 to secure the payment of said notes Executed and delivered to the said Gelolus C. Pooler then in full life his Mortgage deed and thereby conveyed to the said Gelolus C. Pooler his heirs and assigns the following lands and tenements Situate in said county of Union and State of Ohio. in the Township of Taylor and in Survey No 5778 &c and bounded and described as follows; Beginning at a

Stone at the intersection of the Sprague and Yearsley Road with the Delaware and Bellefontaine road. thence with the center of said Delaware and Bellefontaine road. N 74 E 61 7/100 poles to a Stone thence N. 16. W 27 poles to a Stone. thence N. 74 E. 17 8/100 poles to a Stake at the north west corner of West and Water Streets in the town of Brodway- thence with the north line of said Water Street- N 74 E 42 poles to a Stake at the north west corner of Water and Center Streets in said Town of Brodway. thence with the west line of said Center Street N. 16. W 21 poles to a Stake- thence N 74 E along the north of Center Street- and the north line of the Brodway School lot- continuing the same course 27 7/100 poles to a Stone in the East line of said Survey Nos 5778 etc- thence with said line N. 16 E 118 2/100 poles to a Stone corner to Jennie Dow's land thence with the South line of said land N 80 W 114 poles to a Stone corner to said land in the center of the said Sprague and Yearsley road. thence with the center of said road S 9 1/2 W. 223 87/100 poles to the beginning containing 124 acres.

The condition contained in said Mortgage is in substance. that- provided that- whereas the said Abraham Carver is indebted unto said Jelotes C. Pooler in the sum of five thousand two hundred dollars ($5200.) with interest- thereon part of the purchase price of the above described premises to secure the payment of which he has given his seven promissory notes dated March 9th 1881 No's 1-2-3-4-5-6 are each for the sum of Eight- hundred dollars ($800.) and number Seven for the sum of four hundred dollars ($400.) with interest at 6 per cent- from April 1st 1881 and payable to the order of Jelotes C. Pooler in 1-2-3-4-5-6-7 years from April 1st 1881. Now if the said Abraham Carver shall pay Each and all of said notes with the interest as the same becomes due, then these presents Shall be void. But on failure to pay any one of said Notes with the accrued interest when due then in that case the whole of the balance of said notes and interest thereon Shall become due and payable immediately and this Mortgage may be foreclosed at the option of said Jelotes C. Pooler,

On the 7th day of April A.D. 1881 at 10 oclock A. M. the said Mortgage was delivered to the Recorder of said County to be by him Entered on record and was recorded on the 2d day of May A.D. 1881 in Vol 16 on page 581.

The said Deed has become absolute, There is due and remaining unpaid upon said indebtedness by reason of the conditions of said Mortgage the Sum of Forty four hundred dollars on the Notes herein Set forth with interest from April 1st 1881 at the rate of Six per cent per Annum.

Plaintiff is informed that James Lyons & Henry M. Saville have some interest in said premises by liens, and he asks that they be made parties defendant- hereto and required to Set forth their claims by answer to this petition, and plaintiff further asks a judgment for the said Eight- hundred dollars with interest at 6% from April 1st A.D. 1881. and that said Mortgage may be foreclosed said premises ordered to be sold and the proceeds applied to the payment of said debt and Execution awarded for the ballance. and for all proper relief

Peleg Cranston Admr of Jelotes C. Pooler by
Robinson and Piper his Attys

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Peleg Cranston being duly sworn according to law says the facts stated and allegations in his foregoing petition are as he believes true,

Peleg Cranston.

Sworn to before me by Peleg Cranston and by him subscribed in my presence this 3d day of August A. D. 1883.

J. L. Burgner Clerk

Praecipe To Clerk - Issue Summons upon the petition in the foregoing case to the Sheriff of Union County Ohio for Abraham Carver and James Lorgans returnable according to law - Endorse amount claimed $800.00 with interest at Six per cent per annum from april 1st A.D. 1881 and foreclosure of Mortgage -

Peleg Cranston Admr of T. C. Pooler by Robinson & Piper his Attys.

"A"

Brodway March 9th 1881

On april 1st 1884 I promise to pay to the order of Telotes C. Pooler Eight Hundred dollars at Brodway Union Co Ohio. Value received with interest at the rate of 6 per cent per annum from April 1st 1881. This Note not to be negotiated until the mortgage from T. C. Pooler and Wife to Henry M. Saville is paid and canceled, recorded in Vol 15 pages 220 &c record of Mortgages of Union County Ohio. and the Money of this Note to be applied on said Mortgage.

Abraham Carver

"B"

$ 800.00 Brodway March 9th 1881.

On april 1st 1883 I promise to pay to the order of Telotes C. Pooler Eight hundred dollars at Brodway Union County Ohio Value received with interest at rate of 6 % per annum from april 1st 1881.

Abraham Carver.

"C"

$ 800.00 Brodway March 9th 1881

On the 1st day of April 1886. I promise to pay to the order of Telotes C Pooler Eight hundred dollars at Brodway Union Co Ohio Value received With interest at the rate of 6 per cent per annum from april 1st 1881.

Abraham Carver

"D"

$800.00 Brodway March 9th 1881.

On april 1st 1886 I promise to pay to the order of Telotes C. Pooler Eight hundred dollars at Brodway Union County Ohio Value received with interest at the rate of 6 per cent per annum from april 1st 1881.

Abraham Carver

"E"

$ 400.00 Brodway March 9th 1881

On April 1st 1888 I promise to pay to the order of Telotes C. Pooler four hundred dollars at Brodway Union Co Ohio Value received with interest at the rate of 6 per cent per annum from april 1st 1881.

Abraham Carver.

Summons

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting;

We command you to notify Abraham Carver and James Lyons that they and each have been sued by Peleg Cranston admr of the estate of Zilotes C. Pooler dec'd in the court of common pleas of Union county and that unless they answer by the 1st day of Sept. A.D. 1883 the petition of said Peleg Cranston Admr &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 15th day of Aug A.D. 1883.

Witness my hand and the Seal of said Court this 3d day of Aug A.D. 1883

Seal

J. L. Burgner, Clerk

Shff Return

The State of Ohio Union County ss.

Received this writ August 3d A.D. 1883 at 5 O'clock P.M. and pursuant to its Command, on the 9 day of august A.D. 1883 I Served the Same by delivering a true copy of this writ with Endorsements thereon to the within named Abraham Carver, and by leaving a copy of the same at the usual place of residence of the within named James Lyons.

Service $6 Mileage 200 Cops 40 Total $2.86. J. Hoobensack, Sheriff.

On the 13th day February 1884 the following Answer was filed with the Clerk of said Court-

Ans of A Carver

Peleg Cranston Admr }
vs } The State of Ohio Union County Court of Common Pleas.
Abraham Carver Def't }

And now comes the dependant Abraham Carver. leave of the court having been first had, and for answer unto says; That the note mentioned in the first cause of action dated March 1st 1881 calling for the sum of $800.00 and due on the first day of April 1883 was given under the following circumstances,

Entry

The defendant had purchased the premises described in the petition of the plaintiff Z. C. Pooler in his life time and paid a part of the purchase money in hand and the notes and Mortgage described in the petition were given to the said Z. C. Pooler to secure the balance of the purchase money, That when the contract was made for the said land this defendant supposed the land was free from any encumbrance, and it was part of the contract of purchase that the said Z. C. Pooler should give to this defendant a warranty deed free from all encumbrance That at the time the said contract was made this defendant resided in Licking County Ohio, and did not examine the Records in Marysville to see about incumbrances, That when the time came for the deed to be made and the purchase money to be paid this defendant came from Licking County to Broadway in this county where said premises is situated by way of Marysville and at that time had the records Examined and found that there was a Mortgage upon said premises for the sum of Eighteen hundred dollars given by said Z. C. Pooler to Henry M. Saville dated on the 28th day of June A.D. 1879- That when this defendant got to Broadway he found that said Z. C. Pooler had the notes and mortgage already

Cross petition

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drawn up and had made no provision for the payment of the Mortgage to said Henry M. Saville; That this defendant refused to sign said notes until some provision was made for the payment of the Saville Mortgage: that it was then agreed between T. C. Boles and this defendant - That the note described in the first cause of action and the one falling due on the first day of April A.D. 1884. Should not become due and payable until the said Saville Mortgage became due and that they were not to be negotiable and that the money was to be paid on said Saville Mortgage - That this defendant and said T. C. Boles attempted to put in said Notes the above contract and it was upon the supposition and belief that they did contain the said agreement that this defendant signed said Notes and Mortgage and that if said notes do not contain said contract and agreement it is on account of the mutual mistake of the said T. C. Boles and this defendant. That the said Saville Mortgage does not become due until June 28th 1884 and that said Henry M. Saville refuses to take any part of said Money until the same is due.

This defendant therefore prays that if said notes do not already contain the said agreement of said T. C. Boles and this defendant that they may be so reformed as to contain the whole of said agreement and that he may be hence dismissed without day with his costs and for all other and proper relief.

Abraham Carver.

Sworn to before me and subscribed in my presence by said Abraham Carver this 13th day of February 1884.

G. L. Bunger Clerk.

On the 24th day of April 1884 an Entry was made on the journal of said Court which reads as follows.

Entry

P. Reg Branston Admr
vs
Abraham Carver et al

And now comes the parties by their Attorneys and agree that the answer and Cross petition of James Lyons and the Reply of Reg Branston plaintiff may be filed, and so by leave of the court such leave is taken and the said Cross petition of James Lyon and Reply of Reg Branston are filed,

On the 24th day of April 1884 the following answer and Cross petition was filed with the clerk of said court.

Cross petition

P. Reg Branston Admr of T. C. Boles
vs
Abraham Carver et al

} Court of Common pleas Union County Ohio

And Now comes James Lyons one of the defendants and for answer and Cross petition says that he owns the $800. note in said Mortgage described which came due April 1st 1882 having paid $294.90 the 3d of May 1883 at which time the maker of said note Abraham Carver agreed with this defendant that in consideration that he would buy the said note and give him some reasonable time to pay for the same he would pay this defendant eight percent interest on said $294.90 from said May 3d 1883, The only payment made on said note was $5.67. on the 16th day of March A.D. 1882. and there is due this defendant on said

Note and Mortgage which is the first lien on said land the sum of $2940 with Eight per cent interest thereon from May 3d 1883 for which sum this defendant asks an order and on the sale of said premises the said sum and interest be paid to this defendant.

Robinson & Piper attys for James Lyons.

The State of Ohio Union county ss.

James Lyons being duly sworn says he believes the allegations of the foregoing cross petition are true

James his mark Lyons

Witness W. A. Evanston

Sworn to before me and signed in my presence this 24th day of April 1884

Peleg Evanston. J. P.

Also the same day the following Reply was filed with the Clerk of said Court.

Peleg Evanston Administrator of the Estate of J. C. Pooler Dec'd Plff
vs
Abraham Carver et al Defts

Court of Common Pleas
Union County Ohio

Reply

And now comes the plaintiff and for reply to the answer of the defendant says that he knows nothing of any other contract except as set forth in the notes and Mortgage in the petition described and therefore denies that there was any other contract than as set forth in said Mortgage and notes in the petition described. plaintiff therefore prays a judgment and decree as in his petition

Robinson and Piper attorneys for Plaintiff

State of Ohio Union county ss.

Peleg Evanston being duly Sworn according to law says the facts stated and allegations in his foregoing Reply are as he believes true

Peleg Evanston

Sworn to before me by Peleg Evanston and by him subscribed in My presence this 24th day of April A.D. 1884. J. D. Burgner. Clerk.

At the 17th day of May 1884 the following answer was filed with the Clerk of said Court.

Ans of A. M. Saville

Peleg Evanston Admr Plff
vs
Abraham Carver et als Defts

Court of Common Pleas
Union County Ohio

And now comes Antonette M. Saville by leave of Court and enters her appearance herein and files this her answer to plaintiffs petition and says!

That on the 28th day of June A.D. 1879. Jelotes C. Pooler, since deceased who was then the owner in fee of the lands described in Plaintiffs petition. Made and delivered to M. M. Saville his promissory note of that date and thereby promised to pay to said Henry M. Saville or order the sum of Eighteen hundred dollars at the Second National Bank in Richmond Indiana in five years from date @ 8% interest after maturity and also executed his ten interest-Coupon notes representing the semi annual interest on said note, all which has since been paid, (Plaintiff) which will be due on the 28th day of June A.D. 1884 When said note matures. (See copy of said note and interest-Coupon ashereto attached Marked A & B.

2d - On said 28th day of June 1879 said

Zelotes C. Pooler and Pauline M Pooler his wife to secure said note and the interest thereon and interest Coupons made and delivered to said H. M. Saville his heirs and assigns their mortgage deed of that date and thereby conveyed to said H. M. Saville his heirs and assigns the premises described in the plaintiffs petition The condition contained in said mortgage deed, was in substance that if said Zelotes C. Pooler should pay said note and interest and interest-coupons when due then these presents should be void otherwise to be and remain in full force and virtue in law- 3d. On the 28th day of June 1879 @ 2¾ o'clock P.M. said mortgage was filed with the Recorder of Union County ohio for record and was recorded by him June 28th 1879 in Book 15 Page 219 of Record of Mortgages for said County-

4th On the 7th day of March for a full fair and valuable consideration the Executor of the will of said Henry M. Saville who died shortly after the making of said note and mortgage Sold transfered and assigned said note interest-Coupons & mortgage to this defendant Antionette D. Saville who is now the legal owner and holder thereof.

5th Said Mortgage is the first and best line upon the premises described in plaintiffs petition and there is now remaining unpaid thereon the sum of Eighteen hundred & Forty Eight dollars which will be due June 28th 1884.

6th The defendant asks the protection of the court herein and that in case said premises are sold his said claim be paid first out of the proceeds arising from said sale and for all proper relief.

A.T. Carpenter, Atty for Antionette D. Saville.

The State of Ohio Union County ss.

A.T. Carpenter being sworn says that he is the attorney for the defendant Antionette D. Saville duly authorized in the premises, That said Antionette D. Saville is nonresident of Union County and now absent therefrom, Affiant further says the facts stated & allegations contained in the 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 18th day of May A.D. 1884. J. De Bruyne Clerk.

A Copy of note

$1800 Richmond, Ind. June 28th 1879

Five years after date I promise to pay to the order of H. M. Saville Eighteen hundred dollars at the Second National Bank Richmond, Indiana Value received without any relief whatever from valuation and appraisement laws, with interest at the rate of Eight per cent. per annum after maturity payable Semi annually, and five per cent attorney fee. The drawers and Endorsers severally waive presentment for payment protest and notice of protest, and nonpayment of this note- It is expressly agreed that if default be made in the payment of any one of the Coupons hereto attached representing the semi-annual interest on this note or any part thereof, as they severally become due then the whole principal sum represented by this note shall at the option of the holder hereof, immediately become due and together with all arrearages of interest may be collected- It is further expressly agreed that if at any time, while this note is fully paid the premises made security for this note, or any portion thereof shall be sold for any tax or assessment whatever, then in that Event this note, and all accrued interest thereon shall immediately become due and may be collected.

Zelotes C. Pooler.

Coupon "B"

Richmond, Indiana June 28th 1879

June 28th 1884 after date I promise to the order of H. M. Saville Treas. Eight dollars at the Second National Bank, Richmond Indiana (with interest at the rate of Eight per cent, per annum after Maturity payable semi-annually) being the 10th semi-annual interest on the note hereto attached, dated June 28th 1879 and subject to all the conditions of said note. Eelous. G Poole.

On the 4th day of June 1884 an entries were made on the journal of said court, as follows:

1286

Pleg Branson Admr of
S. G. Poole Plaintiff
vs
Abraham Carver and
Others. Defendants

In Foreclosure

Entry

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 issues joined for the plaintiff and that there is due the plaintiff as said Administrator from the defendant Abraham Carver on the promissory note set forth in the petition with interest to the first day of this term the sum of Nine Hundred and forty Six dollars ($946.00)

The Court further find that in order to secure the payment of said note the defendant Abraham Carver executed to the said Eelous G. Poole his certain Mortgage as in the petition described and on the premises therein described. That said Mortgage was duly recorded in Book 16, page 381 of the records of Mortgages of said Union County, and is a good and valid lien on the premises in the petition described and that the conditions in said Mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the defendant Abraham Carver the said sum of Nine Hundred and forty Six dollars ($946.00) and his costs herein expended

And it is further ordered and decreed that unless the defendant Abraham Carver shall within ten days from the Entry hereof payor cause to be paid to the Clerk of the Court the costs in this case and to the plaintiff herein the sum so found due as aforesaid with interest from the 4th 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 orders. To all of which rulings and Judgment defendant excepted. Said defendant gave notice of his intention to appeal this cause and the Court fixed the amount of the bond at $

Also the following

Order Date

Entry

Peleg Cranston Administrata of E.C. Pooler Decd
vs
Abraham Carver et als
Defendants

In Foreclosure.

This cause now coming on for hearing on the cross petition of the defendant-James Lyons and the evidence. The court find that the defendant Abraham Carver has been duly served with Summons in this case and that he is in default for answer and demurrer to the answer and cross petition of the said James Lyons and that the allegations of the cross petition of the said James Lyons are thereby confessed to be true, by the said Abraham Carver and that there is due the defendant James Lyons on the promissory note in his cross petition set forth with interest to the 3rd day of May 1884 the sum of three hundred Eighteen and 47/100 Dollars with interest at Eight per cent per annum.

The court further find that in order to secure the payment of said note the defendant Abraham Carver executed and delivered to the said E.C. Pooler in his lifetime his certain Mortgage in the petition described and on the premises therein described that said Mortgage was duly recorded in book 16 on page 581 of the record of Mortgages of said 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 adjudged and decreed that unless the defendant-Abraham Carver shall within ten days from this 3rd day of June 1884 pay or cause to be paid to the Clerk of this court the costs in this case and to the said James Lyons the sum so found due as aforesaid with interest from the 3rd day of May A.D. 1884 at rate of 8% per annum, 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. To all of which the defendant Abraham Carver Excepted.

On the 5th day of July 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 June A.D. 1884 in the cause of Peleg Cranston Administrator of E.C. Pooler Plaintiff and Abraham Carver and others Defendants, it was ordered, adjudged and decreed as follows, to-wit; That unless the defendant-Abraham Carver shall within ten days from the entry of this decree, to-wit-June 4th 1884 pay or cause to be paid to the clerk of this court, the costs in this action and to the plaintiff herein the sum of $ 946.00 heretofore found due and with 8% interest from the 14th day of April A.D. 1884, and also

to the said James Lyons the sum heretofore found due him, to-wit $ 31.89 with 8% interest from the 3d day of May A.D. 1884: that an order of Sale shall issue to the Sheriff of Union County Ohio, commanding him to appraise advertise and Sell as upon Execution according to law, the following lands and tenements. Situated in said county of Union, State of Ohio, to the Township of Darby and in Survey No 5778 and bounded and described as follows Beginning at a Stone at the intersection of the Sprague & Yeasley road with the Delaware and Bellefontaine road. Thence with the center of said Delaware and Bellefontaine N 74° E 61 4/100 poles to a Stone. Thence N 16° W 27 poles to a Stone, Thence N 74° E 17 8/100 poles to a Stake at the North West corner of West & Water Streets in the Town of Broadway, Thence with the N. line of said Water Street N 74° E 42 poles to a Stake at the North west corner of Water and center Streets in said town of Broadway. Thence with the west line of said Center Street N 16° W 21 poles to a Stake. Thence N. 74° E. along the north of center Street and the north line of Broadway School lot and continuing the same course 27 4/100 poles to a Stone in the East line of said Survey No 5778 &c. thence with said line N 10° E 115 2/100 poles to a Stone corner to Jeremiah Dorp's land, Thence with the South line of said land N. 80° W. 114 poles to a Stone corner to said land in the center of the said Sprague and Yeasley road, thence with the center of said road S. 9½° W 23.80 poles to the beginning containing 12¼ acres.

We 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 such 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 the said court of common pleas and the Seal of said court at Marysville Ohio this 5th day of July A. D. 1884.

(Seal) W. D. Burgner Clerk.

Sheriffs Return

The State of Ohio Union County ss

In obedience to the command of the order of Sale hereto annexed I did on the 8th day of July 188 Summon W. W. Watts Harmon Patrick and Thomas Yeasley 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 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 $55.00 per acre a certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of common pleas of said county, and on the 15th day of July A.D. 1884 I caused said 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 16th day of August A.D. 1884 at one o'clock P.M. of said day, and having advertised said lands and tenements for more than thirty days previous to the day of Sale, to-wit; five Consecutive weeks; and in pursuance to said notice, I did on said 16th day of August 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 A.S. Carpenter and J.W. Fillon who bid for the same the sum of Four (38) Four Thousand Seven Hundred, (and twelve) dollars and said sum being more than two-thirds of the appraised value thereof and said A.S. Carpenter and J.W. Fillon being the highest and best bidder thereof. I then and there publicly sold and struck off said lands and tenements to them for said sum of $4712.00

Service 30 levy 30 Summons & Swear apts 120 Conveying appraisers 100 writing and 30 Copy 30 Notice to printer 30 writing notice 30 Mileage 100 Postage 2212 Total $27.82

Appraisers fee 3.00 Printers fee 1.50

John Koebensack Sheriff

on the 8th day of Sept 1884 the proof of Publication was filed with the clerk of said court,

Reg Creamer administrator
vs
Abraham Carver et al

Order of Sale, Common Pleas Court Union County O

By virtue of the above stated writ to me directed from the court of common pleas of Union county ohio, I will offer at public sale at the north door of the court house in Marysville Ohio on Saturday, August 16th 1884 at or about the hour of one O'clock P.M. on said day the following described property, to-wit: Situate in the township of Taylor County of Union State of Ohio. and being known and described as follows: Being in Survey No 5778 and beginning at a stone at the intersection of the Sprague and Pearley road with the Delaware and Bellefontaine road; thence with the center of said Delaware and Bellefontaine road N 74 & 61.40 poles to a Stone; thence N 16° W 27 poles to a Stone; thence N 74° & 17.80 poles to a Stake at the North West corner of West and Water Steet in the town of Broadway; thence with the North line of said Water Steet N 74 & 42 poles to a Stake at the North west corner of Water and Center Steets in said town of Broadway; thence with the west line of said Center Steet N 16° W 21 poles to a stake; thence N 74° E along the north line of the Broadway School lot and continuing the same course 27.40 poles to a Stake in the east line of said Survey No 5778 etc; thence with the said line N 16° W 115.20 poles to a Stone corner of Jennie Doup's land; thence with the south line of said land N 80° 114 poles to a Stone corner to said land in the center of said Sprague and Pearley road; thence with the center of said road S 11½° W 223.80 poles to the beginning Containing One hundred and twenty four acres.

Appraised at $55.00 per acre - Terms Cash.

July 16th 1884. S-W- of $14.50

John Koebensack Sheriff

Robinson and Piper Attorneys.

The State of Ohio Union County ss.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune," a newspaper of general circulation in the county of Union, the first publication beginning with July 16th 1884.

W. A. Shearer

Sworn to and subscribed before me, this 8th day of Sept 1884.

J. L. Briggs. Clerk.

On the 3d day of October 1884 an entry was made on the journal of said court which reads as follows:

No A280
Entry

Peleg Cranston Admr }
vs } In Foreclosure.
Abraham Carver and others }
Defendants }

On Motion of the plaintiff and on his producing the return of the Sheriff of this date made under former order of this Court, and the Court - on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been 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 purchasers J.T. Carpenter and J.W. Dillon by deed according to law the property so sold, and the said purchasers are hereby subrogated to all the rights of the prior lien holders in said premises so far as the same may be paid herein for the protection of their title and a writ of possession is awarded to put said purchasers in possession of said premises.

It is further ordered that the Clerk enter satisfaction of the Mortgages herein sued on to be entered on the record thereof in the office of the Recorder of Union County.

And the Court now coming now to distribute the proceeds of said sale amounting to four thousand seven hundred and twelve dollars, it is ordered that the Sheriff out of the money in his hands pay,

"First" The Treasurer of this County the taxes and penalty & interest against said property to wit the sum of $72.06

"Seconds" The costs of this action taxed at $63.78

"Third." To the defendant Antoinette H. Saville the amount due on the Mortgage as set forth in the answer and cross petition, to-wit the sum of $1892.76

"Fourth" To the defendant James Lyons the amount heretofore found due him with interest to-wit the sum of $330.93

"Fifth" To the plaintiff Peleg Cranston as administrator of the estate of Zeloter Cooke deceased the balance of the money remaining in his hands to-wit: $2362.80 and there still remaining due to the said Peleg Cranston as said administrator the sum of $1096.32 Execution is awarded against the said Abraham Carver therefor -

Attest. J. DeLongpre, Clerk
By W. M. Wright, Deputy.

No A322
Petition

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Pleas before his Honor John A Rice judge at a court of common pleas begun and and held at the court-house in the town of Marysville within and for the county of Union and State of Ohio on the 8th day of September 1884. Heretofore, to-wit: on the 17th day of April 1884 a petition was filed with the clerk of said court which reads as follows:

No A322 Petition

W. H. Conkright Plaintiff
vs
D. M. Oakwood and Thomas Moffitt Defendants
} Court of common pleas Union county Ohio

The plaintiff says;

1st. This his action is founded upon a promissory note of which the following is a true copy;

$ 111,00 Richwood Ohio Sep 15th 1882.

One Year after date We or Either of us Promise to pay Barnes and Gosette or Bearer One Hundred dollars Value received, with interest at Eight per cent after due, and six per cent before due. Payable at Richwood Ohio

D. M. Oakwood
Thomas Moffitt

2d. There are no credits thereon.

3d. There is due from the defendants to the plaintiff on said note the sum of one hundred and thirteen 4/100 dollars which he claims with interest from the 17th day of April 1884 at Eight percent, and for which sum he asks judgment.

Cameron & Woodburn Attys for plaintiff

The State of Ohio Union county ss.

R. L. Woodburn being sworn says; he is one of the attorneys of the above named W. H. Conkright duly authorized in the premises that the above pleading of the said plaintiff is founded upon a Written instrument for the payment of money only is now in the possession of this affiant and that the above stated and allegations in the foregoing pleading of W. H. Conkright are as affiant believes true.

R. L. Woodburn.

Sworn to before me, and signed in my presence this 17th day of April 1884.

J. L. Burgner Clerk.

Praecipe

Clerk- Issue Summons upon the petition in the above case returnable according to law. Amount claimed $113.12 with 8 per cent interest from April 17th 1884.

Cameron & Woodburn.

Summons

The State of Ohio Union county ss.

To the Sheriff of the County of Union Greeting:

We command you to notify D. M. Oakwood & Thomas Moffitt that they have been sued by W. H. Conkright in the Court of Common Pleas of Union County, and that unless they answer by the 17th day of May A. D. 1884 the petition of said W. H. Conkright 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 April A. D. 1884. Witness my hand and the Seal of said Court, this 17th day of April A. D. 1884.

Seal

J. L. Burgner, Clerk

Endorsed "Ins action for Amount Claimed $112.42 With Int from April 17th 1884

Sh's Return — The State of Ohio Union County ss.

Received this writ April 17th 1884 at 10 o'clock A.M. and pursuant to the comm and on the 21st day of April A.D. 1884 I served the same by leaving a certified copy thereof with the endorsements thereon at the usual place of residence of each of the within named defendants. Service 4$ Mileage 32c Cop's 5c Total 1.06

John Hockensack Sheriff.

On the 26th day of April 1884 the following answer was filed with the Clerk of said court.

D. D. Conkright Plaintiff
vs
D M Arahood and
Thomas Moffitt Defendants
} Court of Common Pleas Union County Ohio.

Answer of Tho Moffitt

And now comes the defendant Thomas Moffitt and for his answer says he knows nothing concerning the matter set forth in the plaintiffs petition and therefore denies Each and Every allegation therein set forth.

Second Cause of defense,

The said Thomas Moffitt for a second and further defense, says that he never saw the said promissory note in the petition described, never signed the same nor did he ever authorize any person for him to sign said note at any time or under any circumstances, Therefore this defendant asks to go hence without day and recover his costs.

Robinson and Piper Attys for Thomas Moffitt.

State of Ohio Union County ss.

Thomas Moffitt being duly sworn according to law says the facts stated and the allegations in his foregoing answer are as he verily believes true.

Thomas Moffitt

Sworn to before me by Thomas Moffitt and by him Subscribed in My presence this 26th day of April 1884-

C. Bergner, Clerk
By. M. M. Winget. Deputy

Afterward On the same day the following Entry was made on the journal of said court.

Entry

D. D. Conkright Plaintiff
vs
D M Arahood and Thomas Moffitt
}

This day came the parties by their attorneys and this cause came on to be tried; and thereupon came a jury, to-wit: J. N. Gaskell Geo Wallace, Samuel Hammer W. P. Woods Geo Coleman, Stephen Shirk Levi Keiran, Simpson Price, C. Weidman N. M. Kirk Luther Skinner and Solomon Walker who being duly Empannelled 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: "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 $ 111.18.-

J. N. Coleman. Foreman.

On the 6th day of October 1884 an entry was made on the journal of said court as follows
W H Coonknight -

Entry

vs

D. M. Crahood and Thomas Moffitt

The jurors in this action hearing on former day of this term rendered a verdict for the plaintiff and assessed his damages at $111.18 and no motion for a new trial having been made, It is therefore considered by the court that the said W. H. Coonknight recover from the said D. M. Crahood and Thomas Moffitt the said sum of $111.18 with 8% interest from 6/10 26th 1884 and his costs herein expended taxed to $

Attest J. DeBurgon, Clerk
By M. M. Wright Deputy

Be it remembered that upon his honor John A. Price judge of court of Common Pleas begun and held at the court house in the town of Troy within and for the county of Miami and State of Ohio on the 5th day of 1884 Term thereof, to wit: on the 14th day of August AD 1884 a petition was filed with the clerk of said court, a copy of which follows;

Heidman Kent & Co Plffs

No 3776 Petition

vs

Court of Common Pleas Miami county Ohio

F. F. Hagen & A. L. Hagen Defts

The Plaintiffs say That they are Copartners doing business in the State of Ohio under the firm name and style of Heidman Kent & Co and not incorporated -
That the defendants at the time of incurring the indebtedness upon which this action was brought were associated together as partners and doing business under the firm name and style of F. F. Hagen & Co
First Cause of action -
Plaintiffs first cause of action is founded on a promissory note of which the following is a copy, to-wit -

$ 600.00 Marysville Ohio Jan 31st 1881.

Ninety days after date as principal debtors we jointly and severally promise to pay to Heidman Kent & Co or order at the Naples Bank in Marysville Ohio Six hundred dollars for value received at 8% interest from date, and we hereby dispense with the demand of payment of this note and authorize any attorney at law to appear for us or either of us at anytime after the same shall become due in any court of record in the State of Ohio or elsewhere and waive the issuing and service of process and confess judgment against us or either of us in favor of the holder or holders of this note for the amount of said note with Eight percent interest payable annually after the same shall become due together with costs of suit and release all errors and waive all rights of appeal in this behalf - Witness our hands and seals this 31st day of Jan 1881.

F. F. Hagen & Co

There are no credits thereon.
There is now due from Defendants to plaintiffs on said note the sum of Six Hundred Dollars with interest thereon at 8% from Jan 31st 1881. interest payable annually and to be computed annually which plaintiffs claim and for which they ask judgment.

Second Cause of action

Plaintiffs for their Second Cause of action say- That at different times during the year 1881, to-wit; Aug 31 - Sept 11 - Oct 13 - Nov 9 and Nov 19, plaintiffs sold and delivered to defendants, at defendants request goods & Merchandise amounting in value and price to the sum of Eight hundred and Thirteen & 66/100 dollars ($813.66) (an itemized bill of which is here to attached Marked Exhibit "A" and made a part of this petition) That before any payment had been made on said bill on account- defendants made an assignment for the benefit of their creditors - That plaintiffs have since received from the assignee of defendants- as their distributive share of the proceeds of said assignment - the sum of One hundred Sixty Seven & 34/100 Dollars which sum was paid plaintiffs and credited by them on said account April 4th 1883.

Plaintiffs claim interest on said account after four months and say that after computing interest thereon 6% for one year and deducting payments made on said assigne there is still due them from the defendants and unpaid the Sum of Six hundred and Ninety Dollars ($690.00) which they claim with interest 6% from April 4th 1883 and for which they ask Judgment

Plaintiffs therefore on their two causes of action, ask for judgment for the sum of Twelve hundred & Ninety nine dollars with interest at 8% on $600. interest to be computed annually from January 31, 1881 and interest 6% on $690.00 from April 4th 1883.

D. T. Carpenter Atty for Plaintiffs

The State of Ohio Union County.

D. T. Carpenter being sworn says he is the Attorney for the above named plaintiffs duly authorized therein that the plaintiffs are non residents of said County of Union and are now absent therefrom, affiant further says the facts Stated and allegations contained in plaintiffs petition are true as affiant verily believes.

D. T. Carpenter.

Sworn to by D. T. Carpenter before me and signed by him in my presence this 13th day of August A. D. 1884.

J. D. Bunger Clerk.

Praecipe To Clerk.

Issue Summons in above entitled case returnable according to law- Indorse "Amt Claimed $1299.00 with 8% interest - on $600. from January 31, 1881 interest to be computed annuacy. and int - on $690.00 at 6% from April 4th 1883"

D. T. Carpenter

Exhibit - "A"

Statement -

Cleveland, O. April 16th 1883.

F. F. Hazen & Co

Marysville O

To Weidman, Hazen & Co Dr

1881. Aug 31 - 20 Bbl Standard Oil. 52. 53. 52. 51½ 53¢ 54. 51½ 53. 50¢ 53. 51½ 51½ 51½
53. 51. 51. 51½ 53 - 53 - 1042 7819

Sept 1	1	Bbl	Oil	
	½	Cross		
	3	Bbl	Oil	
	5	"	Oil	
	1	Box	Bath	
	1	"	Tub	
	1	Keg	Nails	
	1	Sack		
	1	"		
	"	Case		
	1	Bbl	Oil	
	2	"		
	1	"		
	1	"		
	1	Case		
	2	Doz		
	1	Case		
	1	"		
	1	"		
Oct 13	1	Bbl	Stan	
	1	"	Oil	
	1	"	62	
	3	Matts	Cas	
	1	Case	Oil	
	1	"	Axe	
	10	lbs ⅞	Nails	
	10	" ⅞		
	20	"	Canar	
	10	"	Rape	
	5		Seed	
	5 Boxes		Sal Soda	
	1	"	Soap	
	1	"	Soap	
	18	Bbl	Stale Lime	
	1 Case		Oil	
	20 boxes		Soap	
	½ Chest		Y Hyson Tea	
Nov 9	2	Bags	Shot	
	2 pairs			
	2	bbls		
	1	Box	Soap	
	1	Keg		
	2	Bbls	Corn	
	2	Boxes	Starch	
	1	"	10	
	1	"	Soda	

Sept 14	1	Bbl	60.5	Dairy Salt				2	50	
	½	Gross		M & M Apl Brace		750		1	38	
	3	lb		Cloves		45		1	35	
	5	"		Berry allspice	box	10	20	1	10	
	1	Box		Bath Brick					30	
	1	"		12 H Pipes				2	30	
	1	Keg		¼ Jam Rum	6		176	11	00	
	1	Sack		M M 6 F	Coffee	125	13	16	25	
	1	"		¼ Rio		133	14½	19	25	
	1	Case		Arb	Rio	100	17	17	00	
	1	Bbl		Brown Sugars		276	10¼	28	27	
	2	"		505		331 342 673	8¼	55	52	
	1	"		3014		311	9	27	99	
	1	"		2409		338	7⅞	25	78	
	1	"		N.O Molasses (46½ 2/c		43	50	21	50	
	1	Case		¼ A R Peaches		250		5	00	
	2	Doz		Red pepper Sauce			75	1	50	
	1	Case		Amer Sardines		100	9	9	00	
	1	"		Pie Peaches				3	25	
	1	"		1st Cove Oysters			270	1	80	
				Clo		6/			75	254 14
Oct 13	1	Bbl		Mau A Sugar		299	10	29	90	
	1	"		Brun "		321	10½	33	71	
	1	"		623		292	9¼	31	64	
	3	Matts		Cassia		11½	23	2	65	
	1	Case		Old Ale		60	17	10	20	
	1	"		Assa A. A. Smoke		30	30	9	00	
	10	lbs ⅛		Jm Durham			34	3	40	
	15	" ⅛		" "			33	3	30	
	20	"		Canary Seed			5½	1	10	
	10	"		Rape "			6		60	
	5			Hemp "			5½		28	
	5	Boxes		Dat Raisins		168=25	30	14	30	
	1	"		Box Matches				4	00	
	1	"		200 ~				6	00	
	18	Bbl		Stale List Ale 52.53.52 525 2.57-53 522 571 571 50 52-57 52 53			780 8	62	44	
	1	Case		Amer Sardines		100		4	00	
	20	boxes		Dr Herring		30		6	00	
	½	Chest		J H Tea	via Suez Canal	#105:85:16	69.80	34	50	
				2 Boxes	20c	ctg	10/	1	70	268 72
Nov 9	2	Bags		Shot		43	186	8	70	
	2	pairs		light Scale Chain			120	12	40	
	2	lbs		Nutting			100	2	00	
	1	Box		Cayenne Pepper		lbs	22	2	64	
	1	Keg		Qty Powder				6	25	
	2	Bbls		Onions			325	6	50	
	2	Boxes		Shaker pipes			50	1	50	
	1	"		100 25 Blue Mot Soap				4	50	
	1	"		Bells Buffalo				5	25	

Nov	2 Bags Shot- #3		185-	3	70		
	2 Pairs Light State Seat Chain		620	12	40		
	1 Bx Gurin Bros Yeast			1	65-		
	1 Bag Cal Red Beans	62	6	3	72		
	2 Bbls Sug Sugar 273/277)	550	8 3/8	46	06		
	1 " " 2n	290	9	26	10		
	1 Bag Lima Beans	67	6	6	03		
	1 Pail Pr Pr 10 Smoke	20	20	7	00		
	1 Sack " 1 bu Apples	125-	15-	20	20		
	2 Cases 2 lb Tomatoes	220		13	50		
	1/2 C Cigars Good Cain	400		5	60		
	1/2 Cwt- Pitts Ca Linseed 10 64-14.55-	22-	[illegible]	12	38		
	2a M & R Caps	36		12			
	2 " Boys Rainbow Caps	70		1	40		
	Bot 10 Oct			62		192	03
Nov 19	2 Boxes Ark Anise 50 ea	17	20	40			
	Cly			18		20	53
Apr 4/83	P					813	66
	Received dividend per assignee					167	40

Summons

On the 18th day of August A D 1884 a Summons was issued by the Clerk as follows

The State of Ohio Union County ss.

To the Sheriff of the County of Union Greeting:

We command you to notify F F Hazen & M L Hazen that they have been sued by Weidman Kent & Co in the Court of Common Pleas of Union County, and that unless they answer by the 13th day of Sep- A D 1884 the petition of the said Weidman Kent & Co against them filed in the Clerk's office of said court, such petition will be taken as true, and judgment ordered accordingly. You will make due return of this summons on the 25th day of August- A. D. 1884.

Witness my hand and the Seal of said Court this 18th day of August- A D 1884

Seal

J L Bergner, Clerk

Indorsed" In action for money only. Amt claimed $1295.00 with 8% int on $600.00 from Jan 31st 1881. interest to be computed annually, and int on $695.00 at 6% from April 4th 1883.

Sh'ffs Return

The State of Ohio, Union County, ss.

Received this writ August 18th A D 1884, and pursuant to its command on the 20th day of August A D 1884, I served the same by leaving at the usual place of residence of the within named F F Hazen & M L Hazen a true Copy of this writ with Endorsements.

Service .75 Mileage .80 Cop .10 Total 1.65 John Doebensack, Sheriff.

On the 24th day of September A D 1884 an Entry was made on the journal of said court which reads as follows, viz:

Entry

Weidman Kent & Co
vs
F F Hazen & M L Hazen

And now comes the said Weidman, Kent & Co and the said F F Hazen & M L Hazen having failed to demur or answer to the petition of the said Weidman Kent & Co it is considered that the said

Weidman Kent & Co ought to recover on their first cause of action the sum of $500.00 so demanded in their petition, together with the sum of $186.62 which the court finds due as the interest thereon at 8% computed upto Sep 8th 1884, and on their second cause of action the sum of $769.00 so demanded in their petition together with the sum of $69.53 which the court finds due as the interest thereon at 6% computed upto Sep 8th 1884, as prayed for in their petition. It is therfore considered that Weidman Kent & Co recover against the said F.F. Bezen and W.L. Bezen on their first cause of action the said sum of $786.62 at 8% int. from Sep 8th 1884 and on their second cause of action the said sum of $769.53 at 6% interest from Sep 8th 1884 together with their costs in and about their suit in this behalf expended taxed to $

Attest C.L. Buegner Clerk
By W.M. Winget Deputy

Pleas before his honor John A. Price Judge at a court of common pleas begun and held at the court-house in the town of Marysville within and for the county of Union and State of Ohio on the 8th day of September A.D. 1884. Heretofore, on the 8th day of November A.D. 1884 a petition was filed with the clerk of said court which reads as follows;

Michael Monahan and Mathew Beers
partners under the firm name of
Monahan and Beers
Against
Joseph Eastmeed and John Clark
as partners under the firm name of
Eastmeed and Clark

Court of Common Pleas
Union County Ohio

The plaintiffs say; That they are partners doing business in the State of Massachusetts under the firm name and style of Monahan and Beers, and that the defendants are partners doing business in the State of Ohio under the firm name of Eastmeed and Clark. Plaintiffs further say that this their action is founded upon an account for granite sold and delivered by them to the defendants at defendants request of which the following is a copy, to-wit;

Messrs Eastmeed & Clark of Marysville O Dr
To Monahan & Beers, West Quincy Mass.

Sep 22 1883	1 Mnt	$82.33
Feb 18 1884	3 "	183.00
March 14 "	1 "	170.00
		$435.33

There are no credits thereon

There is now due on said account from the defendants to the plaintiffs and remaining unpaid the sum of four hundred & thirty five 33/100 dollars which plaintiffs claim with interest on $82.33 from Sep 2nd 1883 on $183.00 from Feb 18th 1884 & on $170.00 from March 14th 1884 and for which plaintiffs ask judgment. A.T. Carpenter Atty for Plff

The State of Ohio Union county ss.

A.T. Carpenter being sworn, says he is the attorney for the above named plaintiffs in this action and duly authorized

Union - that the above named plaintiffs are bona residents of said County of Union and are now absent - therefrom - affiant further says that the facts stated and allegations contained in plaintiffs petition are true as he verily believes.

A. J. Carpenter.

Sworn to by A. J. Carpenter before me and signed by him in my presence this 8th day of November A D 1884 — J. D. Burgner, Clerk

Praecipe — To Clerk - Issue Summons in above entitled case returnable according to law - Endorse - " Am't - Claimed $435.53 with 6% int - on $82.53, from Sept 29th 1883 & 6% int - on $183.33 from Feb 15th 1884 - 6% int - on $170.00 from March 14th 1884.

A. J. Carpenter atty for Pltff

Summons — The State of Ohio, Union County ss.

To the Sheriff of the County of Union Greeting;

We command You to Notify Joseph Cartmell and John Clark as partners doing business in the firm name of Cartmell & Clark that they have been sued by Michael Monahan & Nathan Brien partners under the name of Monahan & Brien in the court of common pleas, Union County, and that unless they answer on the 4th day of Dec A D 1884 the petition of said Monahan & Brien 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 8th day of Nov A. D. 1884 — J. D. Burgner, Clerk

Seal

Indorsed - " Praecipe for Amount claimed $435.53 with 6% int on $82.53 from Sept 29th " 1883 & 6% int on $183.33 from Feb 15th 1884 & 6% int on $170.00 from March 14th 1884 —"

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

Received this writ Nov 8th A D 1884, and in pursuance thereto Command on the 12th day of Nov A D 1884 I served the same by delivering to the within named John Clark and Joseph Cartmell a true copy of this writ with Endorsements thereon.

Service As Sheriff 6.00 Copies Total 7.00 — John Hoberstock, Sheriff.

On the 8th day of December 1884 an entry was made on the journal of said Court as follows,

Monahan & Brien
vs
Joseph Cartmell & John Clark

Journal Entry

And now comes the said Monahan & Brien and the said Joseph Cartmell and John Clark having failed to demur or answer to the petition of the said Monahan & Brien, it is considered that the said Monahan & Brien ought to recover the said sum of $435.53 so demanded in their petition together with the sum of $14.34 which the Court finds due as the interest thereon as prayed for in said petition; It is therefore considered that the said Monahan & Brien recover against the said Cartmell and Clark the said sum of $450.37 together with their costs herein and about their writ in this behalf expended taxed to $ -

Attest: J. D. Burgner, Clerk.

Pleas before his Honor John A Rice Judge at a court of common pleas begun and held at the court house in the town of Marysville within and for the County of Union and State of Ohio, on the 8th day of September A.D. 1884 - Monday being the 1st day of August A.D. 1884 a petition was filed with the clerk of said Court which reads as follows, to wit:

No 4567

John P Schneider Plaintiff
Against
J. M Zwerner Defendant
} Court of common pleas, Union County, Ohio.

Petition

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;

$300.00 Marysville O Mar 3rd 1881

Twelve Months after date I promise to pay to the order of John P Schneider Five hundred Dollars at 6 per cent interest value received.

(Signed) J.M Zwerner.

There has been paid on said note as follows: One hundred and ten dollars about the 3rd day of January A.D. 1883. and One hundred and ten dollars about the 3rd day of March 1883. the last time plaintiff is able to state, and no other payments has been made on said note.

There is now due to the plaintiff upon the defendant said promisory note the sum of Two hundred and thirty nine 45/100 dollars with interest at 6 per cent from March 3rd 1883. the plaintiff therefore prays judgment against the defendant upon said promisory note for the sum of $239.45 with interest at 6 per cent from the 3rd day of March 1883 and for other proper Relief. Porter & Porter. Attorneys for Plaintiff

E.M. Porter being duly sworn makes oath that he is one of the attorneys for the plaintiff in this action That this action is founded upon a instrument for the payment of money only and such instrument is in the possession of Applicant as such attorney. Applicant further makes oath that the facts stated in the foregoing petition are true as he believes.

E.M. Porter

Sworn to by E.M. Porter before me and signed by him in my presence this 4th day of August A.D 1884.

(Seal) John M Bodwick Notary Public Union Co O

Praecipe

To the Clerk;

Issue a Summons against the defendant J.M. Zwerner returnable according to Law; Indorse, Amount Claimed $ 332.45 with interest at 6 per cent from March 3rd 1883. Porter & Porter attys for plaintiff

Summons

The State of Ohio. Union County ss

To the Sheriff of the County of Union Greeting;

We command you to notify J.M. Zwerner that he has been sued by John P. Schneider in the court of common Pleas of Union County and that unless he answer by the 6th day of September A.D. 1884 the petition of said John P. Schneider 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 4th day of August A.D. 1884.

(Seal) C.D. Bunger. Clerk

Endorsed - Action for Money. Amt Claimed $332.45 with Int at 6 p from March 3rd 1883

Sheriff Return — The State of Ohio Union County ss

Received this writ Aug 4th 1884 and pursuant to its command on the 12th day of Aug A D 1884 Served the same by leaving at the usual place of residence of the within J M Tyerner a true copy of this writ with Endorsements Service 50 Mileage 32 Copies 50 Total $2

John Hobersack Sheriff.

On the 25th day of September 1884 an Entry was Made on the journal of said Court as follows.

No 67 — John P Schneider vs J M. Tyerner

This day this cause coming on to be heard upon the petition and evidence of plaintiff. The defendant failing to answer or demurr to plaintiffs petition and being in default, and the court being fully advised in the premises do find that there is due to the plaintiff from the defendant as plaintiff hath alleged in his petition the sum of Three Hundred & Seventy-One & 35 dollars ($371.35). It is therefore considered and adjudged that the plaintiff recover of defendant said sum of $371.35 and also his costs herein taxed at $

Attest. J. L. Burgner, Clerk
By. M. M. Winget. Deputy.

Pleas before his honor John A. Rice, Judge at a court of common pleas begun and held at the Court House in the town of Marysville within and for the county of Union and State of Ohio on the 8th 1884 on the 9th day of September 1884 the following petition and answer was filed with the clerk of said court and read as follows;

No 4686 — Charles Winchil & Co Plaintiff vs J M. Hoskins Defendant

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

Petition — Plaintiff is a partnership doing business in the State of Ohio and unincorporated and plaintiff says that there is due it from J M. Hoskins the defendant, on a promissory note made by the defendant, dated the seventh day of April A.D. 1884, which note with the warrant of attorney thereto attached is hereto attached, the sum of Two hundred and Sixty 7/100 Dollars with interest thereon from said 9th day of April 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. Whereupon, the plaintiff asks judgment against said defendant for the sum of two hundred and Sixty dollars and seventy cents, with interest at Six per cent from the 9th day of April A. D 1884

Brodrick & McCampbell Attys for Plff

The State of Ohio Union County, ss.

John M. Brodrick one of the Attorneys authorized attorneys for the above named plaintiffs being duly sworn, says he believes the Statement in the foregoing petition to be true. He further says that this action is founded upon a written instrument for the payment of Money, which instrument is now in affiants possession.

John M. Brodrick

Entry — Subscribed and sworn to before me this 8th day

Copy of Note — $260.70 Four months after date I promise to pay to the order of Charles Winchil & Co Sixty 7/100 Dollars at the office of Attorney at Law becomes due process against me for the collection of this note I hereby authorize any Attorney at Law to appear in any Court of Record in this State and confess judgment against me in favor of the holder hereof for the above sum with interest and costs of suit and release all errors in the proceedings. Value received. Witness my hand this 7th day of April A. D. 1884. J. M. Hoskins

Charles Winchil & Co
by
J. M. Hoskins

Endorsements — Charles Winchil & Co
by
J. M. Hoskins

Defendants Waiver of process — We the above named defendants do hereby waive the issuing and service of process against us in the above entitled action and agree that the same may be entered of record on the docket of this court at any time after Sixty days from the date hereof and interest and costs may be taxed and judgment rendered thereon. Value received. Witness our hands this 8th day of April A. D. 1884. J. M. Hoskins

Entry — Charles Winchil & Co
by
J. M. Hoskins

Le Fever & Le Fever Attorneys for Plff
and Duo pro fee
and Interest
Attorney, Con
in said pe
It is th
said sum
suit there
centum p
released,
are waive

Subscribed in my presence by John M. Brodrick, and sworn to by him before me, this 8th day of September A.D. 1884.

J. Le Bengue, Clerk of Courts

Copy Note

$260.70 Magnetic Springs Ohio. Union County April 9th 1884.

Four Months after date, for value received We jointly and severally promise to pay Charles Winchil & Co or order, at Marysville Bank Marysville Ohio Two hundred and Sixty 7/100 Dollars with interest at Six per cent from date, And we hereby authorize any Attorney at Law to appear for me in an action on the above note at any time after the same becomes due in any Court of record in the State of Ohio waive the issuing and service of process against me and confess Judgment in favor of the legal holder of the above against me for the amount that may be due with costs of Suit, and to waive and release all Errors in said proceedings, petition in Error and the right of appeal from the Judgment rendered. Witness our hands and Seals;

John Hoskins (Seal)

Charles Winchil & Co Plaintiffs
vs
J. M. Hoskins Defendant

In Court of Common Pleas, Union County, O.

Cause

And now comes J. M. Hoskins the above named defendant, by the undersigned his attorney and waive the issuing and service of process in this case and consent that Judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiffs petition and against the above named defendant for the sum of two hundred and Sixty Seven dollars and Seventeen cents the amount appearing due for principal and interest on said note and also consent that Judgment be entered in the same manner against the defendant for costs of this action. And do all Errors are hereby released, and defendants right to appeal and to the appraisement of real Estate levied upon by virtue of any Execution issued on the Judgment in this case is hereby waived, Sept 8th A.D. 1884 Le Piper Atty for Def't.

Charles Winchil & Co
vs
J. M. Hoskins

Entry

This day came the plaintiff by its attorneys and thereupon came Le Piper one of the attorneys of record of this court, who by virtue of a warrant of Attorney duly executed and now produced in Open Court and duly proven, waived the issuing and service of process and Entered appearance of said defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendant to said plaintiffs as alleged in said plaintiffs petition, the sum of $267.17,

It is therefore considered that said plaintiff do recover of said defendant the said sum of $267.17 so as aforesaid confessed to be due, together with costs of Suit herein, to be taxed and with interest to be computed at the rate of Six per centum per annum, And by virtue of said Warrant of Attorney, all Errors are released, and all right of appeal, and all right to file a petition in Error are Waived.

J. Le. Bengue Clerk
By W. M. Wright Deputy.

Pleas before his Honor John A. Price Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville on the 8th day of January (A.D. 1883) in the year of our Lord One Thousand Eight Hundred and eighty three within and for the County of Union of the Third Sub-division of the Tenth Judicial District of the State of Ohio. Next before the 8th day of Jan. A.D. 1883 the following petition was filed with the Clerk of said Court, viz:

W. B. Blayney Plaintiff	Court of Common Pleas, Union County, Ohio.
vs	
4123 The Delaware County National Bank Defendant	Petition:

The said plaintiff William B. Blayney complains of the said defendant The Delaware County National Bank and says that upon the 3rd day of Oct. A.D. 1882 at the September Term of the Court of Common Pleas of Union County, Ohio the said defendant The Delaware County National Bank recovered a judgment against the said plaintiff William B. Blayney together with one John Rodgers for the sum of Six Hundred and ten and 57/100 Dollars with interest on said judgment at the rate of 8 % from Oct. 3rd 1882 and % costs of suit upon a certain promissory note with warrant of Attorney attached which was given in favor of the said The Delaware County National Bank and purporting to be signed by one John Rodgers and William B. Blayney & by the signature of W. B. Blayney. Plaintiff further says that the said sum of six hundred and ten and 57/100 Dollars was not due the said defendant from this plaintiff nor any part thereof, that no summons was ever issued in said action and no summons or process of any kind was ever served upon him and he says he had no knowledge or information of the time or place of taking said judgment and he was thereby prevented from attending to said action and filing his answer and making his defense to the taking of said judgment as he would have done had he obtained any information or knowledge of the time and place of the taking of the same. This plaintiff further says that the said defendant The Delaware County National Bank ought not to recover judgment against him on the said promissory note and warrant of Attorney herein mentioned and upon which said judgment has been rendered for the reason that he says, he never at any time or place made, signed or delivered said promissory note and warrant of Attorney either as principal or surety that he never at any time authorized any person to sign his name thereto either as principal or surety and that he never at any time gave any person power or authority to sign or use his name or signature in that manner. But plaintiff says that said signature of his name to said promissory note and warrant of Attorney if his name is signed thereto was not signed by him but was placed there by some other person illegally and without his knowledge or consent and that the same is a forgery.

Plaintiff further says that upon the 8th day of Oct. A. D. 1882 the said defendant caused an execution to be issued out of said Court of Common Pleas of Union County Ohio directed to the Sheriff of Delaware County, Ohio, commanding him to levy on the goods and chattels lands and

tenements of the said plaintiff and said John Rodgers the other defendant against whom said judgment was rendered. That the said Sheriff of Delaware County Ohio did on the 4th day of Oct. A.D. 1882 levy upon the following Chattel property of the said plaintiff to satisfy said judgment, to wit- One top buggy of the Master & Ed Elliott manufacture one single set of harness, one roan mare, one gray mare taken and levied on as the property of W. B. Blayney. Also the undivided interest, it being the interest of W.B. Blayney in the following goods and chattels, one gray colt 2 yrs old, one reaper and mower of the Champion manufacture, about ten tons of hay in the barn, ten stacks of hay of about 2 tons each, 27 head of cattle one wheat drill, 20 head of hogs about 12 acres of standing corn and one two horse wagon.
Also upon the following lands of said plaintiff situated in Kingston township, Delaware County, Ohio, being the north part of lot No. 1 in S. 1 Tp. 5. R. 17 U.S.M. beginning at a stone at the N.W. corner of said lot, thence S. 89° E. 193¼ poles in John McCammans South line to a stone on a part at the N.E. corner of said lot No. 8- thence S. 3° W. 39 5/100 poles on the west line of land lately owned by Gilbert Potter to a stone in the centre of the County road- thence 77¾° W. 197 1/10 poles along the centre of said County road to a stone in the west line of said lot- thence N. 1¼° E. 80 poles to the place of Orginning containing seventy five acres of land except 5 0 acres sold to John McCammans. Also the following described tract of land situate in County of Delaware State of Ohio and bounded and described as follows: in sec. 1 Tp. 5 R. 17. U.S.M. lands and being part of the lands owned by Samuel D. Potter. Biginning at a post and stone at the centre of the crossing of the Berkshire Mt Gilead and the Delaware and Mt Vernon roads near the Virginia School house running S. 66¾° W. along the centre of said road 30 poles 10 links- thence S. 70° W. 67 poles 20 links- thence S. 74° W. 20 poles 16 links to a post and stone which stone is at one degree 1° 10' E. 3 poles 6½ links from the S.W. corner stone of the said Potter farm- thence at 1° 10' E. 99 poles 4¾ links to a stone and post- thence S. 89° E. 109 poles 16½ links to a post and stone in the centre of said Berkshire and Mt Gilead road, S. 1° W. 156 poles 9 links to place of Orginning containing 75 acres of land. Also the following described premises situated in the Township of Kingston, County of Delaware State of Ohio and known as the West part of the Herring lot and described as follows, being All Sec. 1. R. 17. beginning at a stone and post in the centre of the Delaware and Mt Vernon and the old Benedict roads and running north east along the centre of said Mt Vernon and Delaware road to intersect William White's south line, thence east along said line to intersect Williams White's north and south line- thence south along said line to intersect Hawad Rodgers line- thence West along said line to the centre of the old Benedict road- thence north along the centre of said road to the place of Beginning containing 27 acres of land but subject to all legal highways. Plaintiff further says that the said Sheriff of Delaware County, Ohio, has caused said personal property to be advertised and the same is to be sold upon the 16th day of Oct A.D. 1882 and great and irreparable injury will be done plaintiff unless restrained by order of this Court.
Therefore plaintiff prays that the judgment herein before set forth against the said plaintiff may be set aside and be held by this Court and held for naught so far as this plaintiff is concerned that said case may be ordered set down for trial and that he may

permitted by this Court to appear and file his answer and make his defense in said action as if he had been served with Summons and that in the meantime the Court may grant a temporary injunction restraining the said defendant from doing anything to collect said judgment the Sheriff of Delaware County Ohio from proceeding to sell and dispose of the goods and Chattels lands and tenements taken and levied upon as herein set forth until further order of this Court and for all other and proper relief in the premises.

By Powell Sutton & Haskins.
Attorneys for Plaintiff.

State of Ohio Union Co. ss. William B. Blayney being duly sworn according to law says the facts stated and allegations contained in this above and foregoing petition are true.

William B. Blayney.

Sworn to by said William B. Blayney before me and by him subscribed in my presence this 5th day of Oct. 1882. J. D. Bongner. Clerk. (Seal)

William B. Blayney Plaintiff.
vs
The Delaware County National Bank Defendant.

Injunction is allowed in this action as prayed for in the petition and defendant is restrained from proceeding any further to sell and dispose of the goods and Chattels lands & tenements of said William B. Blayney, levied upon by the Sheriff of Delaware County, Ohio, to satisfy the judgment described in the petition upon the plaintiff giving bond in the sum of $250.00 to the acceptance of the Clerk of the Court of Common Pleas of Union County, Ohio. But all levies and any and all liens that may be acquired by reason of said levies and to remain in full force and virtue in law the same as if this injunction had not been allowed and the property levied upon by virtue of the judgment and execution in said action is to remain in custody of the Sheriff of Delaware County, Ohio, until further order of the Court of Common Pleas of Union County, Ohio.

Fees $2.00 Paid by Ptff.

John B. Coats. Probate Judge.

Said petition is endorsed as follows: Filed Oct 5th 1882. J. D. Bongner. Clerk. Union County Ohio.

On the 5th day of Oct. A.D. 1882 an entry was made on the Journal by the Clerk of said Court which reads as follows, to wit:

4123

William B Blayney
vs
The Delaware County Nat'l Bank

{Before the Probate Judge. Union County, Ohio.
{Motion for a temporary injunction in the
{Court of Common Pleas Union County. Ohio.

And now on this 5th day of Oct. 1882 came the plaintiff by Powell Sutton and Haskins 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 therein filed, and after hearing the argument of counsel, and being fully advised in the premises, it is considered and ordered that a temporary injunction be, and the same hereby is allowed in this case to restrain the said defendant from proceeding any further to sell and dispose of the goods and Chattels, lands & tenements of said William B. Blayney levied upon by the Sheriff of Delaware County, Ohio, to satisfy a judgment rendered in the Court of Common Pleas Union County, Ohio, on the 3rd day of Oct. 1882

Summons-

in favor of said defendant and against said plaintiff and one John Rogers. But all liens and any and all liens that may be acquired by reason of said levies are to remain in full force and virtue in law the same as if this injunction had not been allowed and the property levied upon by virtue of the judgment and execution is to remain in custody of the Sheriff of Delaware County Ohio. until further order of the Court of Common Pleas of Union County, Ohio. It is further ordered that the Clerk of the Court of Common Pleas issue a summons in this case endorsed injunction allowed on said plaintiff, giving an undertaking to said defendant conditioned according to law with security to be accepted by the Clerk of the Court of Common Pleas, in the sum of $250.00

John B. Coates, Probate Judge. (Seal)

Afterward on the 4th day of Oct. A.D. 1882 the following undertaking was filed with the Clerk of said Court.

4123 William B. Blayney. Plaintiff. vs The Delaware County Nat. Bank Defendant

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

We bind ourselves to the said defendant The Delaware County National Bank, in the sum of Two hundred & fifty Dollars that the said plaintiff William B. Blayney shall pay to the said defendant the damages it 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. Oct 5th 1882.

William B. Blayney. Howard Rogers
John McCammon. Henry C. Blayney.

This undertaking approved by me this 7th day of Oct. 1882. J. L. Bergner.
Clerk of said Court.

Said undertaking is endorsed as follows, to wit:

State of Ohio, Delaware County } SS. Office of Clerk of Courts - Delaware Ohio Oct. 7th 1882.

I Charles M. Jaynes Clerk of the Court of Common Pleas within and for the County and State aforesaid do hereby certify that John McCammon and Henry C. Blayney endorsed as security on the within undertaking are residents of Delaware County, Ohio. and that they are good for the amount of said undertaking as appears to us by the records of said County.

Witness my hand and the seal of said Court at Delaware, Ohio, this 7th day of Oct. 1882.

(Seal) Charles M. Jaynes. Clerk.

On the said 7th day of Oct. the following precipie was filed with the Clerk of said Court.

William B. Blayney Plaintiff. vs The Delaware County National Bank Defendant. } Court of Common Pleas Union County, Ohio.

Issue summons to the Sheriff of Delaware County returnable according to law for the said defendant. Endorse — Injunction allowed and bond given. Powell Sullivant & Hoskins. Attorneys for Plaintiff.

To the Clerk of Common Pleas Court.

Afterwards on the said 7th day of Oct. 1882 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 Delaware Greeting:

We command you to notify the Delaware County national Bank that it has been sued by William B. Blayney in the Court of Common Pleas of Union County Ohio and that unless it answers by the 4th day of Nov. A.D. 1882. the petition of the said William B. Blayney against it filed in the Clerks Office of said Court will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 16th day of Oct. 1882.

Witness my hand and the seal of Court this 7th day of Oct. 1882. J. D. Bingner. Clerk. (L.S.)

endorsed - Injunction allowed and bond given restraining defendant from proceeding further to collect judgment and sell property levied upon by Sheriff of Delaware County, Ohio. in case of defendant against plaintiff in Union County, Ohio. Common Pleas Court.

Sheriffs Return - The State of Ohio, Powell Fulton & Hopkins. Plaintiffs Attorneys.
Delaware County, ss Recd this writ on the 10th day of Oct. A.D. 1882. at 10 o'clock A.M. and pursuant to its Command on the 13th day of Oct. 1882 I levied the within named defendant the Delaware County National Bank by delivering to its president Otis D. Brion a true copy of this writ with the endorsements thereon. Fees $6 William H. Cutler. Sheriff.
Delaware County, O.

On the 4th day of November A.D. 1882 an Answer was filed with the Clerk of said Court which was as follows, to-wit:

#123

William B. Blayney. Plaintiff. }
vs } Court of Common Pleas. Union County, Ohio.
The Delaware County Nat. Bank. Defendant. } Answer.

First defense. The defendant says for answer to the plaintiffs petition first that it denies that said plaintiff ever at any time or place made, signed or delivered said promissory note and warrant of Attorney either as principal or surety and deny that his signature to said promissory note and Warrant of Attorney upon which said judgment was taken was placed there by said other person illegally and without plaintiffs knowledge or consent, and that the same is a forgery and defendant denies that there was not due from said defendant William B. Blayney the said sum of $610.57 on said promissory note and Warrant of Attorney on which said judgment was rendered.

Second defense: The defendant says for second defense that said plaintiff ought not to have this action against this defendant because on or about the 25th day of July A.D. 1882 after said note became due this defendant notified said William B. Blayney and said John Rogers that said note was due from them & requested payment of the same and afterwards to wit on or about — day of July the exact date this defendant cannot state with greater particularity or certainty but defendant knows and avers that it was between the 16th day of July and the 8th day of August A.D. 1882 the said William B. Blayney did call at the place of business of defendant to wit: at the Delaware County National Bank at Delaware, Ohio. and make inquiry whether John Rogers who is the principal on said note and the Son-in-law of said William B. Blayney had paid the same or made any payment thereon and did then and there have said note in his hands and saw the signatures thereto and made no objection thereto as to making of the same or the signatures thereto and afterward, to wit: on or about the 8th day of August A.D. 1882 a payment of six hundred dollars was made on said note by said John Rogers, and afterwards to wit: on or about the 22th day of Aug. A.D. 1882 the defendant again notified said William B. Blayney and said John Rogers that the balance of said note ought to be paid and requesting payment of the same and sometime thereafter and during the months of September not later than the 10th or 15th of Sept. 1882 the exact date this defendant cannot now state said John Rogers and William B. Blayney again called at the place of business of defendant aforesaid at which time the said John Rogers asked for indulgence on said note and this defendant says that William B. Blayney concealed at the times aforesaid and failed to disclose to this defendant that he had not made said note and had not signed or authorized the signing of the same whereby this defendant was thereby induced to give indulgence on said note and did indulge the said John Rogers and William B. Blayney on the same until the time of taking the

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said judgment the exact date defendant cannot state with greater certainty that there was any claim that said signature of said William B. Blayney was not genuine and that the said note was not made by said William B. Blayney and this defendant says that up to the latter part of Sept. A. D. 1882 said John Rogers had property personal and real out of which this defendant could and would have made this claim and could and would have collected the same from said John Rogers if said William B. Blayney had not concealed from said defendant the facts which he now sets up in his said petition in this case which he now claims to be true at the times hereinbefore stated when he called at defendants place of business and at the time when he examined said note as aforesaid and defendant says the latter part of September said John Rodgers became insolvent and before the time when this defendant first learned said William B. Blayney denied the making of said note and by reason of the said insolvency of said John Rogers this defendant cannot collect said note nor any part thereof from said John Rogers and plaintiff prays that by reason of the premises the said William B. Blayney may be estopped from denying his said signature to said note and the making thereof and that he may be held to have ratified the same and that this defendant may go hence without date and recover their costs herein. Jones and Lytle

Attorneys for Defendant.

The State of Ohio.
Delaware County, ss. Sidney Moon being sworn says he is cashier of the Delaware County National Bank and the facts and allegations contained in the foregoing answer are as he verily believes true.

S. Moon

Sworn to before me and subscribed in my presence this 2nd day of Dec. A.D. 1882

Byron A. Ballou Notary Public in and for
Delaware County, O.

Afterwards on the 28th day of Dec. A.D. 1882 a reply was filed with the Clerk of said Court which reads as follows:

William B. Blayney. Plaintiff. } Court of Com. Pleas Union County, Ohio.
4123 vs. } Reply.
The Delaware County Nat. Bank. Defendant. }

And now comes the said plaintiff William B. Blayney and for his reply to the second defense of the said defendants answer says that he admits that on or about the 8th day of Aug. 1882 the said John Rogers made a payment of Six hundred dollars to said defendant which was then and there endorsed upon the said note sued on herein.

The said plaintiff further says that he admits he is the father-in-law of said John Rodgers who executed and delivered the said note to said Bank and that on or about the 12th day of August A.D. 1882 the said Bank for the first time sent notice to the plaintiff that they held said pretended note and that there was a balance of Six hundred dollars still due thereon and soon afterward this plaintiff called at office of said bank and for the first time saw the said pretended note and his pretended signature thereon and then and there objected to the same and declared the same was wrong and that he would see John Rogers about it and immediately afterward the plaintiff saw said John Rogers and notified him that the said forged note must be paid and got out of the way by him or he would be prosecuted and this plaintiff says that he never received but the one notice above mentioned from the said bank and that he never called at the said bank and has any communications with the said defendant or officers of said

bank except the one above stated. And plaintiff denies each and every allegation allegation and averment in said answer set forth except what he has herein admitted and asks judgment as in his petition prayed for and all other proper relief.

By Powell & Fulton. Plaintiffs Attorneys.

The State of Ohio.
Union County. ss. William B. Blayney the above named plaintiff being first duly sworn upon his oath says that the facts stated and allegations in the above pleading are true as he believes.

W. B. Blayney.

Sworn to before me and subscribed in my presence by said William B. Blayney this 28th day of Dec. A. D. 1882. Walter B. Allwright
Notary Public in & for Delaware County, O.

Afterwards on the 26th day of Jan. A. D. 1883 an entry was made on the journal of said Court of the Clerk which reads as follows, to wit:

William B. Blayney Plaintiff.
4123 V.S.
The Delaware County Nat. Bank. Defendant.

This day came the said parties by their Attorneys and thereupon this cause came on to be heard upon the petition of plaintiff the answer of defendant and testimony. On consideration whereof the Court do find that the judgment was taken upon a Warrant of Attorney and that the defendant was not Summoned or legally notified of the time and place of taking said judgment and that said judgment was taken for more than due plaintiff. It is therefore considered that said judgment heretofore rendered in said action at the September Term of this Court A.D. 1882 be and the same is hereby vacated and set aside with costs and that the said William B. Blayney have leave to answer the same in 20 days from the rising of this Court and thereupon this cause is continued with leave to Bank to substitute copy for the original note filed with petition by agreement.

Attest. J. D. Bingner, Clerk.

Year 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 on the 8th day of January (A.D. 1883) In the year of our Lord One Thousand Eight Hundred and Eighty three within and for the County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio. Were to form, to-wit = On the 5th day of Oct. A.D. 1882 a petition was filed with the Clerk of said Court which reads as follows, viz:

William B. Blayney. Plaintiff.

vs

The First National Bank of Delaware Ohio. Defendant.

The State of Ohio Union County Court of Common Pleas.

Petition.

#122

The plaintiff William B. Blayney complains of the defendant The First National Bank of Delaware, Ohio and says that upon the 27th day of September A.D. 1882 at the September Term of the Court of Common Pleas of Union County State of Ohio, the said defendant recovered a judgment against the said plaintiff William B. Blayney together with John Rogers for the sum of Eight hundred and thirteen and 75/100 Dollars and — dollars costs of suit upon a certain promissory note with warrant of Attorney attached given in favor of the said defendant The First National Bank of Delaware, Ohio. and purported to be signed by John Rogers & William B. Blayney by the signature of William B. Blayney. Plaintiff further says that said judgment was rendered on Sept. 27th 1882 and that no attorney of record or other person waived the issuing and service of process in said case or consented that judgment should be entered thereon on said day or prior thereto. Plaintiff further says that the sum of Eight hundred and thirteen and 75/100 Dollars was not due the said defendant from this plaintiff nor any part thereof and that no summons was ever issued in said action and no summons or process of any kind was ever served upon him, and he says that he had no knowledge or information of the time or place of the taking of said judgment and he was thereby prevented from attending to said action and filing his answer and making his defense to the taking of said judgment as he would have done had he obtained any information or knowledge of the time and place of the taking the same. This plaintiff further says that the said defendant ought not to recover judgment against him on the promissory note and warrant of attorney herein mentioned and upon which said judgment has been rendered, for the reason that he never at any time, or place, made, signed or delivered said promissory note and Warrant of Attorney either as principal or surety; that he never at any time authorized any person to sign his name thereto either as principal or surety and that he never at any time gave any person power or authority to sign or use his signature in this manner: but plaintiff says that signature of his name to said promissory note and warrant of attorney, if his name is signed thereto, was not signed by him but was placed there by some other person illegally and without his knowledge or consent and that the same is a forgery. Plaintiff further says that upon the 28th day of Sept. the said defendant caused an execution to be issued out of the said Court of Common Pleas of Union County, Ohio directed to the Sheriff of Delaware County, Ohio, commanding him to levy on the goods and chattels, lands and tenements of the said plaintiff and said John Rogers the other defendant against whom said judgment was rendered: That said Sheriff of Delaware County, Ohio, did upon the 29th day of September 1882 levy upon the following chattle property of said plaintiff to satisfy said judgment to wit = One top buggy of the Masters and Cleiott Manufacture, one single set of harness,

one gray mare mare, one gray mare taken and levied upon as the property of William B. Blayney. also the undivided interest it being the interest of W. B. Blayney in the following goods and chattels, one gray exet two years old. one reaper and mower of the Champion manufacture, about two tons of hay in the barn, ten stacks of hay of about two tons each. 2 y head of cattle. one wheat drill. 20 head of hogs. 12 acres of standing corn and one two horse wagon. Also upon the following lands of said plaintiff situate in Kingston Township, Delaware County, Ohio, being the north part of lot no 5 in sec. 1. Sp. T. R. 17 U.S.M. beginning at a stone at the N.W. corner of said lot. Thence S. 89° E. 193¼ poles on John McClaumans South line to a stone on a post at the N.E. corner of said lot No. 5. thence S. 3° W. 99 50/100 poles on the west line of land lately owned by Gilbert Potter to a stone in the centre of the County road: thence 77 3/4° West 197 10/100 poles along the centre of said county road to a stone in the west line of the lot: thence N. 1¼° E. 85 poles to place of beginning containing seventy five acres excepting fifty acres sold to John McClaumans. Also the following discribed tract of land situated in the County of Delaware and State of Ohio and bounded and discribed as follows in sec. 1 Sp. T. R. 17. U.S. M. lands and being part of the land owned by Samuel D. Potter. Beginning at a post and stone at the centre of the crossing of the Berkshire Mt Gilead, Delaware and Mt Vernon roads, near the Virginia School house, running S. 66¾° W. along the centre of said road 30 poles and ten links: thence S. 70° W. 69 poles and 20 links: thence S. 74° W. 20 poles 16 links to a post and stone which stone is at 1° 10' E. 3 poles 6½ links from the S.W. corner stone of the said Potter farm: thence at 1° 10' E. 99 poles 4¾ links to a stone and post: thence S. 89° E. 109 poles 16½ links to a post and stone in the centre of said Berkshire and Mt Gilead road S. 1° E. 56 poles 9 links to place of beginning containing 45 acres of land.

Also the following described premises situated in the Township of Kingston County of Delaware, State of Ohio and known as the West part of the Herring lot and described as follows: Being in sec. 1 R. 17. Beginning at a stone and post in the centre of the Mt Vernon and Delaware and the old Benedict roads and running north east along the centre of said Mt Vernon and Delaware road to intersect William White's north and south line: thence S. along said line to intersect Howard Rogers line: thence west along said line to the centre of the old Benedict road: thence north along the centre of said road to the place of beginning containing 27 acres of land but subject to all legal highways. Plaintiff further says that said Sheriff of Delaware County Ohio has caused said personal property to be advertised and the same is to be sold upon the 16th day of Oct. A. D. A. D. 1882 unless restrained by the order of this Court to the great and irreparable injury of this plaintiff. Wherefore plaintiff prays that the said judgments herein set forth against said plaintiff may be set aside and vacated by this Court and held for nought as for as this plaintiff is concerned, that this case may be set down for trial and this plaintiff may be permitted by this Court to appear and file his answer and make his defense in said action as if he had been served with Summons and in the meantime that the Court may grant a temporary injunction restraining the defendant from taking any further steps from collecting said judgment and the Sheriff of Delaware County Ohio from proceeding to sell and dispose of the goods and chattels lands and tenements taken and levied upon as herein set forth until further order of this court and for all other and proper relief in the premises.

Prowse, Fulton & Hoskins.
Attorneys for Pltff.

The State of Ohio.
Union County, SS. William B. Blayney being first duly sworn

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William B. Blayney.

Sworn to before me and subscribed in my presence by William B. Blayney this 3rd day of Oct. 1882.

J. D. Bonnett. Clerk. Seal

Said petition is endorsed as follows.

William B. Blayney. Plaintiff.

vs

The first National Bank of Delaware County. Ohio. Defendant.

Injunction is allowed in this case as prayed for in the petition and defendant is restrained from proceeding any further to sell and dispose of the goods and chattels lands and tenements of said William B. Blayney levied upon by the Sheriff of Delaware County Ohio. to satisfy the judgment described in this petition upon plaintiff giving bond in the sum of $250.00 with sureties to the acceptance of the Clerk of Court of Common Pleas of Union County. Ohio. But all levies and any and all liens that may be acquired by reason of said levies and to remain in full force and virtue in law the same as if this injunction had not been allowed and the property levied upon by virtue of the judgment and execution in said action is to remain in custody of the Sheriff of Delaware County. Ohio. until further order of the Court of Common Pleas of Union County. Ohio. John B. Coats.

Fee $2.50 Paid by Plff.

Probate Judge.

On the 5th day of Oct. A. D. 1882 an entry was on the journal by the Clerk of said Court which reads as follows:

William B. Blayney. Plaintiff.

vs

The first National Bank of Delaware. Ohio. Defendant.

Before the Probate Judge. Union County, Ohio
Motion for a temporary injunction in the Court of Common Pleas. Union County. Ohio.

And now on this 5th day of Oct 1882 came the plaintiff by Powell, Fulton and Hankins 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 Plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff therein filed, and after hearing the argument of counsel, and being fully advised in the premises it is considered and ordered that a temporary injunction be, and the same hereby is allowed in this case to restrain the said defendant from proceeding any further to sell and dispose of the goods and chattels, lands and tenements of said William B Blayney levied upon by the Sheriff of Delaware County, Ohio, to satisfy a judgment rendered in the Court of Common Pleas of Union County, Ohio, on the 29th day of September A. D. 1882 in favor of said defendant and against said plaintiff and one John Rogers. But all levies and all liens that may be acquired by reason of said levies are to remain in full force and virtue in law the same as if this injunction had not been allowed and the property levied upon by virtue of the judgment and execution is to remain in custody of the Sheriff of Delaware County, Ohio, until order of the Court of Common Pleas of Union County, County Ohio.

It is further ordered that the Clerk of the Court of Common Pleas issue summons in this case endorsed injunction allowed on said plaintiff giving an undertaking to the said defendant, conditioned according to law with security to be accepted by the said Clerk of the Court of Common Pleas in the sum of $250.00

John B. Coats.

Probate Judge.

On the 7th day of Oct. 1882 an undertaking was filed with the Clerk of said Court which reads as follows:

Bond

William B. Blayney. Plaintiff.
vs
The First National Bank
of Delaware, Ohio. Defendant

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

We bind ourselves to the said defendant The First National Bank of Delaware, Ohio. in the sum of Two hundred & fifty Dollars, that the said plaintiff William B. Blayney shall pay to the said defendant the damages it 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. Oct 5th 1882. Wm B. Blayney. Howard Rogers.
John McCammon. Henry C. Blayney

This undertaking approved by me this 7th day of Oct 1882.
J. D. Bingner, Clerk.

The State of Ohio.
Delaware County, SS. Office of Clerk of Courts. Delaware, Ohio. Oct. 7th 1882.

I Charles M. Jaynes Clerk of the Court of Common Pleas within and for the County and State aforesaid do hereby certify that John McCammon and Henry C. Blayney endorsers on security on the within undertaking are residents of Delaware County, Ohio. and that they are good for the amount of said undertaking as appears to me by the records of said County. Witness my hand and the seal of said Court at Delaware, Ohio this 7th day of Oct. A.D. 1882. (Seal)
Charles M. Jaynes, Clerk.

In the 7th day of Oct. A.D. 1882 a precipe was filed with the Clerk of said Court which reads as follows.

Entry

William B. Blayney. Plaintiff.
vs
First Nat. Bank of Delaware, Ohio Defendant.

To the Clerk of the Court of Common Pleas, Union Co. O.

Issue Summons to the Sheriff of Delaware County Ohio returnable according to law for the said defendant. Issue Injunction allowed and bond given.
Powell, Fulton & Hoskins Attorney for Plaintiff.

Afterwards on the 7th day of Oct. A.D. 1882 the following Summons was issued by the Clerk of said Court.

The State of Ohio.
Union County, } SS. To the Sheriff of the County of Delaware Greeting: We command you to notify The First National Bank of Delaware, Ohio. that it has been sued by William B. Blayney in the Court of Common Pleas of Union County and that unless it answers by the 4th day of Nov. A.D. 1882, the petition of the said William B. Blayney against it filed in the Clerk's office of said Court, such petition will be taken as true, and judgment rendered accordingly.
You will make due return of this Summons on the 16th day of Oct. A.D. 1882.
Witness my hand and the seal of said Court this 7th day of Oct. A.D. 1882. J. D. Bingner, Clerk.

Indorsement. Injunction allowed and bond given restraining defendant from proceeding further to collect judgment and sell property levied upon by Sheriff of Delaware County, Ohio. in case of defendant against plaintiff in Union County Common Pleas Court, Ohio.
Powell, Fulton & Hoskins Plaintiff's Attorneys.

Sheriff's Return

The State of Ohio
Delaware County, SS. Received this writ on the 10th day of Oct. A.D. 1882 at 10 o'clock A. M. & pursuant to its command on the 12th day of Oct 1882 I served the within named defendant The First First National Bank of Delaware, Ohio. by delivering to its cashier J. E. Gould a true copy of this writ with the endorsements thereon. Fees .96 A. H. Cutler, Sheriff. Delaware County, Ohio.

Afterward on the 4th day of November A. D. 1882 an answer was filed with the Clerk of said Court which reads as follows, to-wit:

William B. Blayney. Plaintiff.

vs

The First National Bank of
Delaware, Ohio. Defendant.

Court of Common Pleas. Union County, Ohio.

The said defendant for answer to said petition says, it admits the rendition of said judgment against the said plaintiff as alleged in said petition it admits that no summons was issued or process was in said action on plaintiff and that he had no notice of the time or place of taking said judgment; it admits the issuing of the execution and the levy of the same upon the property of the plaintiff as set ups and alleged in said petition, but said defendant denies each and every other allegation of said petition and says they are not true: that the said plaintiff is not entitled to the relief he has prayed for in his said petition. Whereupon having fully answered this defendant asks that said petition be dismissed.

Carper & Van Dacman.
Attorneys for Defendant.

The State of Ohio.
County of Delaware ss. Cary B. Paul being duly sworn on his oath says he is the President of the First National Bank of Delaware, Ohio. defendant and that he believes the statements of the foregoing answer to be true.

Cary B. Paul.

Sworn to by Cary B. Paul before me and by him subscribed in my presence this 3rd day of Nov. A. D. 1882.

(Seal) Wm A. Hall. Notary Public for said County.

William B. Blayney. Plaintiff.

vs

The First National Bank
of Delaware, Ohio. Defendant.

Entry

This day came the said parties by their attorneys and thereupon this cause came on to be heard upon the petition of the plaintiff, the answer of defendant and testimony. On consideration whereof the Court do find that the judgment was taken upon a warrant of attorney and that the defendant was not summoned or legally notified of the time and place of taking said judgment and that said judgment was taken for more than due plaintiff. It is therefor considered that said judgment heretofore rendered in said action at the Sept Term of this Court A.D. 1882. be, and the same is hereby vacated and set aside with costs and that the said William B. Blayney have leave to answer the same in 20 days from the rising of this Court: and thereupon this cause is continued with leave to both to substitute copies for the original rules filed with petition.

Attest. J. L. Brayner. Clerk.

Clear before his Honor John A. Price Judge at a Court of Common Pleas begun and held at the Court-House in the town of Marysville within and for the County of Union of the 10th Judicial District of the State of Ohio on the 8th day of January in the year of Our Lord One Thousand eight hundred and eighty three.

Hereto for, to wit: On the 8th day of Oct. A.D. 1883 the following petition was filed with the Clerk of said Court viz:

Howard Rodgers. Plaintiff.

vs

The First National Bank of Delaware, Ohio Defendant.

4124

Court of Common Pleas. Union County, Ohio.

Petition to vacate judgment.

The said Howard Rogers complains of the said defendant The First National Bank of Delaware, Ohio, for that the said First National Bank of Delaware, Ohio did on the 29th day of Sept. A. D. 1882 obtain a judgment against this plaintiff and one John Rogers in said Court of Common Pleas in a certain action commenced by it Numbered 4116 for the sum of $1009.90 and for costs of suit amounting to $ upon a certain promissory note purporting to have been made and signed by said John Rogers and this plaintiff and which promissory note had attached thereto over the said signatures a written Power of Attorney under seal authorizing any attorney of a Court of Record within this State to appear for said John Rogers and Howard Rogers and waive the issuing and service of process and confess judgment in favor of said Bank for the amount indebted & costs due upon said note against John Rogers & Howard Rogers, and said judgment draws interest at the rate of 8 per cent from the date of its rendition. Said judgment was rendered on the 29th day of Sept. A. D. 1882 and the petition in said action was not sworn to until the 28th day of Sept. A. D. 1882. And this plaintiff says that said judgment purports to have been taken by virtue of said Power of Attorney and by the confession of one R. L. Woodburn an Attorney at Law who appeared in open Court by virtue thereof for said John Rogers and Howard Rodgers and confessed judgment against them as aforesaid. Plaintiff further says that said Attorney appeared in said Court and confessed judgment against him the said Howard Rogers as aforesaid without his Knowledge or consent in writing or in any manner whatever and said judgment was rendered against him without his knowledge or consent and that there was nothing due from him to said First National Bank of Delaware, Ohio, and this plaintiff was not summoned or otherwise legally notified of the time and place of taking such judgment and had no notice thereof whatever and was not in the jurisdiction of said Court. Plaintiff further says that he never signed his name or authorized any one to sign his name to said promissory note and power of Attorney and that his signature thereto is false forged and fraudulent that he never assented to it in any way, and never received any consideration from said Bank or otherwise for his signature thereto and was neither a principal or surety on the same.

Plaintiff says that an execution has been sued out and issued on said judgment dated Sept. 29th 1882 directed to the Sheriff of Delaware County, and that said Sheriff has levied the same upon the personal property of this plaintiff consisting of 68 acres of corn, 530 bushels of wheat, 100 tons of hay, 460 head of sheep, 4 head of work horses, three 2 year old colts, 1 yearling colt, two 2 year old steers, 100 head of sheep on the Andrews farm, and is proceeding under & by virtue thereof to advertise and sell the same to the great damage and irreparable injury of this plaintiff.

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Wherefore this plaintiff prays that said judgment be vacated so far as it relates to him and that said action be set down for trial in this Court according to law and that in the meantime the Court injoin further proceedings upon said judgment and execution until the final hearing and trid of said action and that said Bank may then be perpetualey enjoined from the collection of said judgment & costs or any part thereof against or of this plaintiff.

Howard Rogers. By J. Hipple his Attorney

State of Ohio,)
Union County, ss. Howard Rogers plaintiff being sworn on his oath say the facts stated in the foregoing petition are true. Howard Rogers.
Sworn to by said Howard Rogers before me and by him subscribed in my presence this 5th day of Oct. 1882. (Seal)
J. D. Bongner. Clerk.

Howard Rogers. Plaintiff.
against
The First National Bank of
Delaware, Ohio. Defendant.

Let Clerk will issue Summons in this action accompanied by order of Injunction for the first National Bank of Delaware Ohio. directed to the Sheriff of Delaware Co. to this return made according to law endorse Summons in action to vacate Judgment and to injoin proceedings in the collection of same against this plaintiff Howard Rogers.

J. Hipple Attorney for Plaintiff.

Howard Rogers. Plaintiff.
v.s.
The First National Bank of
Delaware, Ohio. Defendant.

4124

Motion for temporary injunction in the Court of Common Pleas. Union County, Ohio.

And now on this 5th day of Oct. A.D. 1882 came the plaintiff by his Attorney and it being made to appear that there is at this time no Common Pleas District or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff and the affidavits therein filed, and after hearing the argument of counsel, and being fully advised in the premises it is considered and ordered that a temporary injunction be, and the same hereby is allowed in this case to restrain the said defendant The First National Bank of Delaware, Ohio. from further proceeding in the sale by the Sheriff of the goods and chattels levied upon by him by virtue of the execution issued upon the judgment rendered in the action of the said First National Bank of Delaware against John Rogers and Howard Rogers in said Court of Common Pleas at the Sept. term thereof 1882 and numbered 4116 and the said Bank is further restrained from proceeding to collect the judgment & costs in said action until the said Howard Rogers case can be and is heard and decided by said Court of Common Pleas so far as said judgment and execution relates to said Howard Rogers. But all levies and any and all liens that may be acquired by reason of said levies are to remain in full force and virtue in law the same as if the injunction had not been allowed and the property levied upon by virtue of the judgment and execution in said action is to remain in custody of the Sheriff of Delaware County, Ohio, until the further order of the Court of Common Pleas of Union County, Ohio, 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 giving an

Undertaking to the said defendant, conditioned according to law with security to be accepted by the said Clerk of the Court of Common Pleas, in the sum of $250.00

John B. Coats Probate Judge

Afterwards on the 5th day of Oct. A.D. 1882 the following entry was made on the Journal by the Clerk of said Court. viz:

Howard Rogers. Plaintiff.
vs
The First National Bank of Delaware, Ohio. Defendant.

Before the Probate Judge of Union County, Ohio.
Motion for temporary injunction in the Court of Common Pleas of Union County, Ohio.

4124

And now on this 5th day of October A.D. 1882 came the plaintiff by his Attorney and it being made to appear that there is at this time no Common Pleas, District or Supreme Judge within said County, the motion of plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff and the affidavits therein filed, and after hearing the arguments of counsel, and being fully advised in the premises, it is considered and ordered that a temporary injunction be, and the same hereby is allowed in this case to restrain the said defendant The First National Bank of Delaware from further proceedings in the sale by the Sheriff of the goods and chattels levied upon by him by virtue of the execution issued upon the judgment rendered in the action of the said First National Bank of Delaware against John Rogers and Howard Rogers in said Court of Common Pleas at the Sept Term thereof 1882 and numbered 4116 and the said Bank is further restrained from proceeding to collect the judgment and costs in said action until the said action of Howard Rogers against said Bank can be and is heard and decided by said Court of Common Pleas so far as said judgment and execution relates to said Howard Rogers. But all liens and any and all liens that may be acquired by reason of said levies are to remain in full force and virtue in law the same as if the injunction had not been allowed and the property levied upon by virtue of the judgement and execution in said action is to remain in the custody of the Sheriff of Delaware County, Ohio, until the further order of the Court of Common Pleas of Union County, Ohio, 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, giving an undertaking to the said defendant, conditioned according to law with security to be accepted by the said Clerk of the Court of Common Pleas, in the sum of $250.00

Fees of Probate Judge $2.00

John B. Coats. Probate Judge.

On the 11th day of Oct. A.D. 1882 an undertaking was filed with the Clerk of said Court which reads as follows, to-wit:

Howard Rogers. Plaintiff.
vs
The First National Bank of Delaware, Ohio. Defendant.

4124
Bond for Injunction

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

We bind ourselves to the said defendant The First National Bank of Delaware in the sum of $250.00 Howard Rogers. Wm. B. Blayney. Ed. Thompson. Joseph Hyatt. John P. Thompson.

This undertaking approved by me this 11th day of Oct. 1882. J. D. Baughman. Clerk of said Court.

Endorsement.

The State of Ohio, Delaware County, ss. I, Asher Mayne, Clerk of the Common Pleas Court within and for the County and State aforesaid do hereby certify that William B. Blayney, Ed. Thompson, Joseph Hyatt and John P. Thompson, the endorsers as surety hereon for Howard Rogers are each and all of them residents of said Delaware County, Ohio, and that as such surety they are amply

Summons

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good for fifty times the amount of the within undertaking as appears to us by the records of said County. Witness Charles M. Jaynes Clerk and the seal of said Court at Delaware this 10th day of Oct. A. D. 1882. Charles M. Jaynes Clerk Common Pleas Delaware County, Ohio.

On the 14th day of October A.D. 1882 a summons was issued by the Clerk of said Court which reads as follows, to wit:

Summons — The State of Ohio

Union County S.S. To the Sheriff of the County of Delaware Greeting: We command you to notify The First National Bank of Delaware, Ohio that it has been sued by Howard Rogers in the Court of Common Pleas of Union County, and that unless it answers by the 11th day of Nov. A. D. 1882 the petition of the said Howard Rogers against it filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due returns of this Summons on the 25th day of Oct. A. D. 1882.

Witness my hand and the seal of said Court, this 14th day of Oct. A. D. 1882. (Seal)

J. L. Bergner Clerk.

Endorsed = In action to vacate judgment and to enjoin proceedings in collection of same against this plaintiff Howard Rogers. Injunction allowed and bond given.

J. Hippee. Plaintiffs Attorney.

Sheriffs Return = The State of Ohio } Delaware County S.S. Received this writ on the 14th day of October A. D. 1882 at 10 o'clock A.M. and pursuant to its commands on the 16th day of Oct. 1882 I served the within named defendant The First National Bank of Delaware, Ohio. by delivering to its Attorneys Carper and Van Deman a true copy of this writ with the endorsements thereon.

Fees .90

A. H. Cutler Sheriff.

#1174

Howard Rogers. Plaintiff. against The First National Bank of Delaware, Ohio. Defendant. } Court of Common Pleas, Union County, Ohio.

Answer. } Answer. First defense.

And now comes the said defendant and for its first defense to said petition says it admits the rendition of said judgment as set forth in said petition, upon the written instrument in said petition described, It admits the said judgment was taken by virtue of said Power of Attorney and by confession of said R. L. Woodbury as set forth in said petition: it admits said judgment was rendered without the knowledge of plaintiff and said plaintiff was not summoned or notified of the time and place of taking said judgment and avers that he was not entitled to any notice thereof: it admits that the date to the verification of said original petition was Sept. 28th 1882. but the same was a mistake and should have read September 27th 1882 and said judgment was not taken until after said petition was sworn to and filed: this defendant admits the issuing and levy of said writ of execution as alleged in said petition but it denies each and every other allegation of said petition and says the same is not true.

2nd Defense = And said defendant for a second defense to said petition says that said judgment ought not to be set aside, vacated or modified, and said plaintiff should not be allowed to set up said defense or any defense thereto, because it says that at the time the said note in the original petition became due the said Howard Rogers plaintiff was notified thereof and was shown the said note and his signature thereto and was notified to pay or arrange the same by this defendant and thereupon said Howard Rogers plaintiff remarked to this defendant that he supposed the said note had been paid and he did not then say to this defendant or notify it or any of its officers that he had not signed the same

or that it was not his note or signature, or that his name had been signed thereto without his authority or knowledge or consent, or that the said note was a forgery, nor did said Howard Rogers in any way or manner intimate to the defendant or its officers that the same was a forgery, but on the contrary thereof, was entirely silent as to any claims of the same being a forgery; that at the time the said note became due and for more than thirty days thereafter the said John Rogers who was the principal on said note, had in his possession and subject to levy by execution a large amount of personal property in the County of Delaware in said State which was unincumbered, consisting of horses, cattle, sheep, & farming utensils out of which the said debt and note of this defendant could have been made, but which had all been siezed on other executions on other judgments before the judgment in this case was rendered herein so that nothing could be applied on the said judgment in this case, that if the said Howard Rogers at the time of said conversation with the defendant when said note became due had notified the defendant that his signature thereto was a forgery, this defendant could and would have taken judgment against the said John Rogers on said note and would have caused the said personal property of the John Rogers to have been seized in execution and this defendant could have thereby secured and realized the whole amount of said debt and note, and this defendant says that in consequence of the said Howard Rogers keeping silence as aforesaid whereby this defendant was prevented as aforesaid from taking legal steps and securing said claim the said Howard Rogers is estopped from setting up the defenses he has set up in his petition or from making any defense thereto. Wherefore this defendant having fully answered asks that said petition may be dismissed.

Carpenter and Van Driman Attorneys for Defendant.

The State of Ohio }
County of Delaware } ss. Carey B. Paul being sworn says he is the President of the First National Bank of Delaware defendant and that he believes the statement of the foregoing answer to be true.

Carey B. Paul.

Sworn to by Carey B. Paul before me and by him subscribed in my presence this 3rd day of Nov. A.D. 1882. William A. Hall, Notary Public in and for Delaware County, O.

On the 5th day of Dec. A.D. 1882 the following reply was filed with the Clerk of said Court.

Howard Rogers, Plaintiff.

vs.

The First National Bank of Delaware, Ohio, Defendant.

Court of Common Pleas, Union County, Ohio.

Reply

4124

Reply

And now comes the said Howard Rogers plaintiff and for his reply to the answer of said defendant says, that he denies the allegations in said second defense in the manner to-wit: "That at the time said note in the original petition became due the said Howard Rogers plaintiff was notified thereof and was shown the said note and his signature thereto and was notified to pay or arrange the same by this defendant, and thereupon said Howard Rogers plaintiff remarked to this defendant that he supposed the said note had been paid and he did not then say to this defendant or notify it or any of its officers that he had not signed the same or that it was not his note or signature, or that his name had been signed thereto without his authority, or knowledge or consent, or that the said note was a forgery." But on the contrary this plaintiff avers that he was not notified that the said defendant The First National Bank of Delaware, Ohio, had or held said note until long after it became due, to-wit: about twenty days after it became due and contrary to their usual custom of notifying persons when their notes became due. And this plaintiff says that it is

not true that when said note was shown him that he remarked to the defendant "That he supposed the said note had been paid" But on the contrary this plaintiff says he recd a notice by mail from said Bank that they held the said note and thereupon this plaintiff went immediately to the Bank aforesaid and notified George Powers the Teller in said Bank that he had no knowledge of ever siging such a note and requested the teller to let him see it and it was then shown to plaintiff. And then the said Powers said to Plaintiff that "Jack" meaning Gard the cashier of said Bank would like to see you and thereupon took plaintiff into the back room of the bank and said Powers then went where said Gard was. And the said Gard then and there had a conversation with the said Powers and the said Powers then came back and requested Plaintiff to see John Rogers who signed said note and get him to pay it, and plaintiff says that on the same day and befor plaintiff had seen the said John Rogers he the said John Rogers went to the said Bank and represented to its cashier that he expected to sell some land and get notes with which to negotiate and pay said note in the Bank within a week and the said cashier then agreed to wait one week for the payment of said note - but said John Rogers failed to get said money within a week and again went to said Bank and told the cashier that he was trying to negotiate a large loan of an Insurance Company and again requested the said Cashier to wait another week for the payment of said note and the said Cashier said all right. And plaintiff therefore denies the allegations of said answer that by reason of anything the said plaintiff said to said Bank or its Officers or by reason of his failure to say anything in reference to his signature being a forgery on said note said Bank was induced to wait or give further time on said note and thereby lost or failed to secure themselves out of any property the said John Rogers then had, and plaintiff denies the allegations of said answer that the said plaintiff had notified the defendant when said note became due that his signature thereto was a forgery this defendant would at once have taken judgment against the said John Rogers on said note and would have caused his property to have been levied upon or sized in execution and that the said defendant could thereby have secured and realized the whole amount of said debt and note. And this plaintiff says that he was not informed by said Bank nor did he know until long after said note became due that there was such a note in existence with a signature thereon purporting to be his signature. And plaintiff denies each and every other allegation of said answer contained That by reason of any act of his or by reason of anything he said, or by reason of anything he failed to say, or because of his silence the said Bank was induced not to bring suit or not to proceed in the collection of said note against the said John Rogers. This plaintiff further alleges that the signature purporting to be the signature of this plaintiff to said note was a forgery and not his signature nor authorized by him and was and is void so far as any obligation he was or is under to pay said note and therefor was and is incapable of ratification either by express agreement to pay it or by his silence or acquiescence whatever in any manner. And this plaintiff further says that when this note became due and for about twenty days thereafter and before plaintiff knew of the existence of said note The said John Rogers who signed said note had property both real and personal out of which said note could have been collected and paid and the said Bank failed to proceed or collect the same. Wherefore this plaintiff prays for as judgment or order as in his petition claimed.

J. Hipple.
Attorney for Plaintiff.

The State of Ohio.
Delaware County ss. Howard Rogers plaintiff being duly sworn on his oath says the facts stated in his foregoing Reply are true as he verily believes.

Howard Rogers.

Sworn to by said Howard Rogers before me and by him subscribed in my presence this 2nd day of Dec. A.D. 1882. Charles M. Jaynes. Clerk of Dec. Com. Pleas Court.

On the 26th day of Jan. A.D. 1883 an entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit-

Howard Rogers

1124 vs

The First Nat. Bank of Del. Ohio.

This day came the said parties by their Attorneys and thereupon this cause came on to be heard upon the petition of the plaintiff the answer of defendant and testimony. On consideration whereof the Court do find that the judgment was taken upon a warrant of Attorney and that the defendant was not summoned or legally notified of the time and place of taking said judgment and that said judgment was taken for more than was due plaintiff. It is therefore considered that said judgment heretofore rendered in said action at the September Term of this Court A.D. 1882 be and the same is hereby vacated and set aside with costs and that the said Howard Rogers have leave to answer the same in twenty days from the rising of this Court and thereupon this cause is continued with leave to substitute copies for the original notes filed with petition.

Attest. J. D. Brugner. Clerk.

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J. C.
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Pleas before his honor John A. Rice, Judge at court of common pleas begun and held at the court house in the town of Marysville, within and for the county of Union and State of Ohio on the 8th day of September A.D. 1884. Heretofore, to-wit: on the 21st day of October A.D. 1884 a petition was filed with the clerk of said court which reads as follows;

#1640

J. C. Conklin Plaintiff
vs
Martin Easterday and
Byron Jenkins Defendants

In Union County court of common Pleas.

"Petition"

The plaintiff says that on the 20th day of august 1883 one A. L. Rice begun proceedings in Replevin before one Henry Highbargin a justice of the peace of said County to recover the possession of one bay horse then in the possession of this plaintiff and claimed by this plaintiff as his property. That under said proceedings in Replevin the said horse was taken by one J. C. Lemon constable and duly appraised by him and in order to cause said Constable to turn the said horse over to said A. L. Rice the defendants entered into an undertaking in Replevin in the words and figures following, to wit;

A. L. Rice
vs
Joel Conklin

Bond in Replevin Henry Highbargin a justice of the peace of Lorrsburgh Township Union County Ohio.

We bind ourselves to the defendant Joel Conklin in the sum of Three hundred Dollars ($300.00) that the said plaintiff A. L. Rice shall duly prosecute this action and pay all costs and damages that may be awarded against him and shall return the property replevied if the same shall be adjudged to be returned to the defendant.

~~Attest~~
J. C. Lemon

Byron Jenkins
Martin his mark Easterday

That afterward about the 5th day of Sept 1883 the parties met before said justice and said A. L. Rice to prosecute his said action and both parties by consent waived a trial and said cause was adjudged against said A. L. Rice and he appealed the same to this court. That afterwards, to-wit; at the September Term A.D. 1884 of this court judgment in damages was rendered against the said A. L. Rice in said action in favor of this plaintiff in the sum of one hundred and fifty nine dollars and 75/100 dollars and costs amounting to one hundred and Nineteen dollars. That on the 8th day of October 1884 an Execution was issued upon said judgment and delivered to the Sheriff of said County, and on the 20th day of oct. the same was returned. no goods chattles lands & tenements found whereon to levy to make any part of said. Wit. No part of said judgment or costs has been paid.

The plaintiff says that said defendants have become liable to him upon said Undertaking in Replevin in the full sum of said judgment and costs. Wherefore the plaintiff asks for judgment against said defendants in the sum of Two hundred and Seventy Eight and 75/100 dollars with interest from the 8th day of September 1884 and for all proper relief.

"Second cause of action"

The plaintiff for Second cause of action says;

That on the 5th day of September 1883, at the time said cause was pending before said justice of the peace the defendants Martin Easterday and Byron Jenkins were present and consented to waiving a trial and the appealing of said case and then

agreed to Sign an undertaking for appeal, and that afterward to-wit:- on the 12th day of September Said defendants Entered into an undertaking for appeal in Said Case being approved by Said justice in the Sum of Three hundred dollars. Which undertaking for appeal was conditioned that Said A.L. Rice would prosecute his appeal to effect- and without unnecessary delay and if judgment be awarded against him would Satisfy Said judgment interest and cost; a copy of which bond for appeal is hereto attached Marked "A". That the judgment mentioned in Said undertaking for appeal was awarded against- Said A.L. Rice as Stated in the first cause of action herein, and the Same has not been Satisfied in whole or in part. Wherefore the plaintiff prays as he has already prayed in his first- cause of action, and for all proper relief.

Cameron & Woodburn Attys for plaintiff

The State of Ohio Union County, SS.

Joel Conklin being first duly Sworn Says, that the facts Stated and allegations made in the foregoing petition are true as he believes.

Joel C X Conklin

Sworn to before me and Signed in My presence this day of October 1884

John B. Coats. Probate Judge.

Copy of Undertaking for appeal

Bond for Appeal

I Martin Easterday resident of Union County as bail for appeal in the above case of A.L. Rice against- Joel C Conklin Hereby undertake to the Said Joel C Conklin in the Sum of Three hundred dollars. That the Said appellant Shall duly prosecute his appeal to Effect- Without unnecessary delay, and if judgment be awarded against him. I will Satisfy Said judgment with interest and costs and costs that May accrue.

Martin his X Easterday
Byron Mark Jenkins

Approved by and Signed before me this 12th day of September 1883.

Henry Heybargan
Justice of the peace

Praecipe — Clerk. Issue Summons to the Sheriff of Union County. Dnsowe, Amount- claimed $278.75

J. L. Cameron

Summons — On the 31st day of October 1884 a Summons was issued by the Clerk of Said Court which reads as follows,

The State of Ohio Union County SS. To the Sheriff of Union County Greeting:

We command you to Notify Martin Easterday & Byron Jenkins that they have been Sued by Joel C. Conklin in the court of Common pleas of Union County, and that- unless they answer by the 29th day of Nov A.D. 1884 the petition of Said Joel C. Conklin against- them filed in the Clerks Office of Said court- Such petition will be taken as true. and judgment rendered accordingly.

You will Make due return of this Summons on the 10th day of Nov A.D. 1884

Witness My hand and the Seal of Said court- this 31st day of October A.D. 1884 at- Marysville O.

Seal

J.D. Burgner. Clerk

Sheff Return — The State of Ohio. Union County. SS. Received this writ- Oct- 31st A.D. 1884- And pursuant to its command on the 10th day of Nov A.D. 1884. I Served the Same by delivering to the within named Martin Easterday. A true copy of this writ- with Endorsements thereon. The within named B Jenkins not found in My county- Service 30 Mileage 160 copy 40

Total $2.30.

John Hoobensack. Sheriff U.C.C.

1640 Entry — On the 16th d... Joel C. Coo... vs M. Easter...

Strike out- ce... Easterday C... and the Cou... Answer.

1640 Entry — On the 17th d... reads as f... Joel C... M. Eas...

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J6H0 Entry

On the 16th day of December 1884 an Entry was made on the Journal of said which reads as follows:

Joel C. Conklin
vs
M Easterday Et al

This day came this cause on to be heard upon the motion of the plaintiff to Strike out certain portions of the defendants answer, and thereupon the defendant Martin Easterday by his attorney asked and obtained leave of the court to withdraw his said answer and the court grant until tommorow morning to the said defendant to file a new answer.

J6H0 Entry

On the 17th day of December 1884 an Entry was made on the journal of said court which reads as follows;

Joel C. Conklin
vs
M. Easterday Et al

Now comes the plaintiff by his attorney and the defendant Martin Easterday 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 plaintiff is entitled to recover his damages by reason of the premises from the said Martin Easterday defendant.

And therefore the Court assess the said damages at $ 278.75

It is therefore considered that the plaintiff Joel Conklin recover from the defendant Martin Easterday the said sum of $ 278.75 with interest from Oct 31st 1884 and his cost herein expended

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

Pleas before his Honor John A. Rice Judge at a court of common pleas begun and held at the court-house in the village of Marysville within and for the county of Union and State of Ohio, on the 8th day of September A.D. 1884. Heretofore, to-wit- on the 2d day of April AD 1884 a petition was filed with the clerk of said court which reads as follows:

The Home building and Loan association Company of Marysville, Ohio, Plaintiff
Against
John R. Owen, James Allen, Kiem & Biddle and D. B. May Defendants
} Court of Common Pleas Union County, Ohio. "Petition"

No 4507

Plaintiff is a corporation, duly incorporated under the laws of Ohio.

"First Cause of action."

Plaintiff says that defendant Owen is indebted to it on a promissory note of which the following is a copy with all credits.

$400. Marysville, Ohio July 2d 1883.

For value received, I promise to pay the Home building and Loan association of Marysville Ohio when the same shall cease and determine four hundred dollars, with interest and the premium as hereinafter stipulated for an advanced loan obtained by me upon two shares of stock in said association by bidding a premium of one hundred and seventy six dollars for precidence in taking the same. I promise to pay on each of said two shares of stock a weekly instalment of twenty five cents, and on four hundred dollars, the amount of said advanced loan, interest at the rate of six per cent per annum from date in equal annual payments until said association shall be dissolved as provided in the constitution and by-laws thereof (at the end of each year a rebate of interest being made for weekly instalments paid on stock) and the said premium of one hundred, seventy six dollars bid for precedence in taking said loan. I promise to pay in equal weekly installments of fifty cents each until it shall be paid in full; all of said dues to be due and payable on Saturdays of each week. And I do further promise that should any of said weekly payments of interest or premium remain unpaid for the space of four weeks after the same becomes due, or should any part of said stock be forfeited for non payment of the weekly installments thereon then this note to become due and collectable immediately.

John R. Owen.

The said John R Owen is indebted to said plaintiff upon said promissory note as follows. Principal of note $400.00 Premium to March 31st 1884 inclusive 17.85 Dues on two shares to Mch 31st 1884 inclusive 17.50 Interest to March 31st 1884. inclusive 14.00. Fines on 2 shares at 5c per week for 35 weeks. 3.50 Total $452.85: and is entitled to credit of $80.00. (Bal 372.85. Said Owen has not the dues, interest premium and fines due plaintiff upon said note since July 28th 1883 and is in arrears from that date Augt 1883 when the payments became due and payable according to the terms of said note.

"Second Cause of Action"

At the time of delivering said note and to secure the payment of the same, the defendants duly executed and delivered to plaintiff his Mortgage deed conveying the following premises Lot No 126 in James E. McBrides Addition the Village of Magnetic Springs Union County Ohio, a plat of which is duly

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Said Mortgage was conditioned as follows; "Provided, nevertheless and these presents are upon this condition that Whereas the said John R. Owen has executed and delivered to the Home Building and Loans association company of Marysville Ohio. his promissory Note of Even date herewith for the sum of Four Hundred dollars upon the following conditions. Said John R. Owen being a Member of the association and having at a regular meting of the Association bid a premium of One hundred and Seventy Six dollars per Share of Stock for precedence in taking an advanced loan and having thereby obtained said precedence, having received from said association an advanced loan of Four hundred dollars. the full value of two Shares of Stock in said Association he agrees to pay on each of said Shares of Stock a weekly installment of twenty five cents; and on Four hundred dollars the amount of said advanced Loan he agrees to pay interest at the rate of Six per cent per annum in Equal Weekly payments (a rebate of interest being Made at the end of each year for weekly installments paid on Stock) and the said premium of one hundred and Seventy Six dollars bid for precedence in taking said loan he agrees to pay in Equal weekly installments of fifty one cents each until it Shall be paid in full; All of said payments to be made on Saturday of each week. until said association Shall be dissolved as provided in the Constitution and By Laws thereof, he also agrees to pay the taxes on the premises conveyed by these presents the fire insurance premium on said property, ground rents thereon and all the fines and forfeitures, according to the Constitution and By Laws of said Association.

Now if the said John R. Owen Shall punctually pay to the said association or its assigns the said Weekly installments on said two Shares of Stock and the interest and premium as above stated, the taxes on the property conveyed by these presents. the fire insurance premium on said property, the ground rents and all the fines and forfeitures according to the constitution and by-Laws of said association then these presents Shall be void. but if said John R Owens Shall fail to pay the said Weekly instalments of interest or premiums as above stated. the taxes. fire insurance premium. ground rents or fines or forfeitures when the same respectively become due or within Sixty days after due then the amount of said loan Shall become due and this mortgage Shall be foreclosed.

On the 3d day of July 1883 at 2½ O'Clock P.M Said Mortgage was duly left for record at the Recorders Office of Union County Ohio and was duly recorded in Book 19 Page 102 of his Mortgage records.

Plaintiffs Say that when the payments of dues. interest and premiums on said note became due Aug 4th 1883 the said defendant Owen did not pay the same, and has not paid them Since or any part thereof Since due. but that the Same remain and are due and unpaid whereby the condition of said Mortgage deed has become broken and said Mortgage deed has become absolute.

Plaintiffs Say that the following persons have or claim to have some interest in or lien upon said real Estate Viz; James Allen. Benn't Biddle and D. B. Mary who are made defendants.

Plaintiffs therefore ask judgment against defendant John R. Owen in said Sum of $372.88 and that an account may be taken of the dues interest and premium and fines yet to become due upon said indebtedness

and Judgment for the Same against Said Owens and that Said premises May be ordered Sold and the proceeds applied to the payment of Said Judgment and Such other relief as law and Equity requires.

E. E. Cole Atty for Plaintiff-

State of Ohio Union county ss.

E. E. Cole being first duly Sworn Says He is the Secretary of the Home Building & Loan association Company and that the facts Stated in the above pleading, as he believes true.

E. E. Cole

Sworn to and Subscribed before me this 2d day of April 1884

J. D. Brugner, Clerk

We hereby waive the issueing and Service of Summons and Enter our appearance in the within action May 1st 1884.

Bee & Murphy

By T. B. Fulton their attorney

Praecipe — To the Clerk of Said Court: Issue Summons in the above case to Sheriff of Union County for John R. Owen and D. B. May, and to the Sheriff of Delaware County for James Allen returnable according to law. April 2 1884

E. E. Cole Atty for Plff

Summon — The State of Ohio Union County S.S. To the Sheriff of the county of Union Greeting; WE command you to Notify John R Owen, Beem & Biddle and D. B. May, That they and another have been Sued by The Home Building and Loan Company of Marysville Ohio in the court of common pleas of Union county, and that unless they answer by the 3d day of May AD 1884 the petition of Said Home building and Loan Company 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 AD. 1884

Witness My hand and the Seal of Said court. this 2d day of April AD 1884

Seal

J. D. Brugner, Clerk

By W. M. Winget. Deputy

Shff. Ret — The State of Ohio. Union county SS.

Received this writ April 2d AD 1884 at 2 oClock P.M., and pursuant to its command, on the 4 day of April AD 1884. I Served the Same by delivering to the within named defendants a true copy of this writ with Endorsements thereon

Service 45 Mileage 200 Cop 60. Total 3.10

John Hobensack. Sheriff

Summon — The State of Ohio Union county ss. To the Sheriff of Delaware County Greeting;

WE command you to notify James Allen that he and others have been Sued by the Marysville Building and Loan Company of Marysville Ohio in the court of common pleas of Union County and that unless he answer by the 3d day of May AD 1884 the petition of Said Home Building and Loan Co against them filed in the Clerks office of Said court. Such petition will be taken as true and judgment rendered accordingly.

You will make due return of this Summons on the 14th day of April AD 1884-

Witness my hand and the Seal of Said Court. this 2d day of April AD 1884

Seal

J. D. Brugner. Clerk

By W. M. Winget. Deputy

Shff Ret — The State of Ohio Delaware County ss.

Received this writ April 3d 1884 and pursuant to its command on the 3d day of April

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AD 1884 I Served the Same by delivering to the within named defendant - James Allen a true Copy of this writ - with the Endorsements thereon.
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James E. White Sheriff Del by D

On the 1st day of May 1884 an answer was filed with the clerk of Said Court which reads as follows. viz

The Home Building and Loan association Company of Marysville Ohio plaintiff } Court Common Pleas
vs } Union County Ohio.
#1507 John R Owen David R May James Allen Wm Bee & Murphy Defendants } Answer & Cross petition of James Allen Defendant -

Defendant - James Allen Says; That - the defendant - John R Owen & S. E. Owen his wife did on the 12th day of October 1883 Convey the premises in the petition described to Said James Allen by Mortgage to Secure the payment of $200 - with interest - at the rate of 8% per annum according to a Note therein described of which the following is a copy - Magnetic Springs Union County O Oct 23rd 1883
On or before the 23rd day of Sept - in the year Eighteen hundred and Eighty four for value received We or Either of us promise to pay to James Allan or order Two hundred dollars with interest thereon from date at the rate of Eight per cent per annum. This Note Secured by Mortgage #200cc

J R. Owen - S. E. Owen

Said Mortgage has a condition that - if Said John R Owen Shall pay or cause to be paid to the Said James Allan the Said promissory Note then the Said Mortgage Shall be void. Otherwise to be and remain in full force and virtue in law forever.
The Said Mortgage was on the 17th day of October 1883 duly left for record with the Recorder of Said County and is recorded Vol 20 page 374 of his records and became and Still is a valid & Subsisting lien on Said premises and there is Still due and unpaid thereon the Sum of Two hundred dollars with interest - at 8% per annum from Sept - 23rd 1883. The Said Note & Mortgage become due Sep 23rd 1884 - Wherefore the Said James Allan prays that - Said property may be Sold and his Said claim be Satisfied out of the proceeds thereof and for Such other and further relief as Law and Equity requires.

E E. Cole Attys for James Allan

State of Ohio Union County SS.
E E. Cole being first duly Sworn says that - he is the attorney of defendant - James Allan who is a nonresident - of Union County, duly authorized therein and that the above pleading is founded upon a written instrument - for the payment of Money. viz a Note and Mortgage. Which instrument - is now in the possession of affiant - and that the facts Stated in Said pleading are as affiant believes true - E. E. Cole
Sworn & Subscribed to before me this 1st day of May 1884.

J. L. Bruegner. Clerk

On the 5th day of May 1884 an entry was made on the Journal of Said Court which reads as follows

Entry The Home Building and Loan association Company of Marysville Ohio Plaintiffs
vs
John R. Owen, James Allan, Bee & Murphy & S. R. May Defendants -

This cause now coming on for hearing on the petition of plaintiff and the answer & cross petition of James Allan and Bee & Murphy the Court find that the defendants John R Owen, James Allan, Bee & Murphy & D. B. May have been duly served with Summons in this case and that said Bee & Murphy have Entered their appearance on the back of the petition May 1st 1884, and that the said John R Owen and D. B. May are in default for answer & demurrer and that the allegations of the petition are thereby confessed by them to be true.

The court further find that the defendant John R Owen has failed to pay plaintiff the weekly payments of dues, interest & Premium as in the petition set forth and that there is due to said plaintiff to the date of filing the petition herein the sum of Three hundred & Seventy two & 85/100 dollars from said Owens.

The court further find that in order to secure the regular payment of said dues & other instalments as well as those hereafter to become due the said John R. Owen and Ann E. Owen his Wife Executed & delivered to this plaintiff their certain Mortgage in the petition described and on the premises therein described; That said Mortgage was on the 3d day of July at 2½ Oclock P. M. 1883 duely left for record with the Recorder of Union County Ohio and was recorded in Book 19 page 102 of the record of Mortgages of Union County and that the same is a good and valid lien on the premises described in the petition.

Order of Sale

It is therefore considered by the court that unless the said defendants shall within five days from the entry hereof pay or cause to be paid to the said plaintiff the said sum of $ 372.85 so found due and to the Clerk of this court the costs taxed herein at $ 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 return his proceedings to this court for further order. The question of priority of lien is held for further order of this court.

On the 14th day of May 1884 an answer was filed with the clerk of said court which reads as follows.

H507

Home building & Loan association &c } The State of Ohio Union County
vs } Court of Common Pleas.
John R Owen et al } Answer & cross petition

And now comes the defendants Bee & Murphy and for answer and cross petition herein say; That there is due the defendants Bee & Murphy from the defendant John R Owen the sum of Sixty three & 00/100 Dollars with interest thereon from the 8th day of December AD 1883 for materials furnished by said defendants Bee & Murphy on said John R. Owens order in erecting a house between the 14th day of June AD 1883 and the 24th day of November 1883 on the premises described in the petition of said plaintiff. Said account accrued on the 24th day of November A. D. 1883 and on the 27th day of December AD. 1883 at 1½ Oclock P. M said defendants Bee & Murphy filed with the recorder of this County, under the Statute providing for obtaining Mechanics lien, an affidavit containing an itemized account of the amount and value of such materials, with a statement of the amounts and times when the same should have been paid, which said lien is recorded in Book One page's 249 and 250 of said Recorders Office.

The said Bee & Murphy therefore ask Judgment against said John

Seal
Sheriffs Return

A Owen in said sum of $63 00/100 with interest from December 8th 1883 and that in default of payment thereof said premises be sold and the proceeds applied to the payment of said debt and for such other relief as is just. Powell & Fulton Attys for Bee & Murphy

The State of Ohio. Union County ss.

William H. Bee being first duly sworn says that he is a member of the firm of Bee & Murphy and that the facts stated and allegations in the foregoing answer and cross petition are true as he believes. William H. Bee.

Sworn to before me and subscribed in my presence by said William H. Bee the 9th day of May 1884. O. B. Martin, justice of the peace.

On the 27th day of June 1884 an order of sale was issued by the clerk of said court which reads as follows;

Order of Sale

The State of Ohio Union Countyss

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 5th day of May A.D. 1884 in the cause of the Home building and loan association company plaintiff and John R. Owen et al defendants it was ordered, adjudged and decreed as follows to-wit;

That unless the said defendant shall within five days from the 5th day of May AD 1884 pay or cause to be paid to the Clerk of this court the costs herein and to the plaintiff The Home Building and Loan association company of Marysville Ohio the sum of $ 372 80/100 as heretofore found due with interest thereon from the day of AD 1884 at the rate of % per annum 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 described premises, to-wit: "Lot No 126 in James E. McBride's addition to the Village of Magnetic Springs Union County Ohio." a plat of which is duly recorded in the Office of Recorder of 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 days from the date hereof, and bring this order with you.

Witness My Signature as Clerk of our said Court of Common pleas and the Seal of said Court, at Marysville, Ohio, this 27th day of June A.D. 1884 J. D. Burgner Clerk.

Seal

Sheriffs Return

The State of Ohio, Union county ss

In obedience to the command of the order of Sale, unto annexed I did on the 28th day of June 1884 summon J. H. Tichey, James L. Jolliffen & W. B. Newhouse three disinterested freeholders residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward on the 28th day of June 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 $650 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 2d day of July 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 2d day of

august-AD1884 at one Oclock P.M. of said day. And having advertised the said lands and tenements for more than 30 days previous to the day of Sale. to-wit; five consecutive weeks; and in pursuance to said notice, I did on said day of august-AD1884 at the time and place above mentioned, proceed to offer said lands and tenements at-public Sale and then and there came James Allan who bid for the same the Sum of $438.50 and said Sum being more than two-thirds of the appraised value thereof and said James Allan 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 $438.50- Service 30 Sum't Swear Appraisers 120 writing appr't 30 Copy appraisal 30 Notice to Printer 30 Writing notice 30 Mileage 176 Postage 68- Total $10.31 Appraisers fees 3.00 Printers fees 7.00

John Kobensack Sheriff.

Proof Pub

Sheriffs Sale
Home Building & Loan Co
vs
John R Owen et-al

} On Order of Sale

By virtue of the above Stated writ-to me directed, from the Court of common pleas, Union County Ohio. I will offer at-Public Sale at the North door of the Court House in Marysville Ohio on Saturday August 2d 1884 at or about the hour of One oclock P.M. on said day the following described real estate. to-wit: "Situate in the Village of Magnetic Springs County of Union State of Ohio, and being known and described as Lot No 126 in James & McBrides addition to the Village of Magnetic Springs, a plat of which is duly recorded in the Office of the Recorder of Union County Ohio. Appraised at $65.00

Terms of Sale Cash- July 2d 1884- $7.00 E.E. Cole Attorney-

John Kobensack Sheriff-

The State of Ohio Union County ss.

The undersigned being duly Sworn. Says that-a copy of the annexed notice was published for five Consecutive weeks in the, "Marysville Tribune", a newspaper of general circulation in the county of Union, the first publication beginning with July 2d 1884-

W O Shearer-

Sworn to and Subscribed before me this 8th day of august- 1884

J D. Burgner - Clerk

On the 10th day of September 1884 an entry was made on the journal of said court which reades as follows, viz;

Entry

The Home Building and Loan Association Company of Marysville Ohio
vs
John R. Owen, D.B. May
James Allan and Bee & Murphy Defendants

} This cause coming on for hearing and the defendant- John R Owen being still in default for answer or demurrer the Court find that-the allegations of the cross petitions of Bee & Murphy and James Allen are true and that there is due the said Bee & Murphy on account of Material furnished as set forth in the petition the Sum of $65.95- and that the same is a lien on the premises described in the petition

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by reason of the mechanics lien described in the cross petition of said Bee & Murphy recorded in Book 1 pages 249 & 250 of the Union County records of liens, and the said Bee & Murphy are entitled to have the said lien enforced-

It is therefore considered that the said Bee & Murphy recover from the defendant- John R Owen the said claim of $65.95- together with his costs herein expended & execution is awarded therefor. And the court further find that there is due the defendant- James Allan from the defendant- John R Owen on the 23rd day of Sept 1884 on the note set-up in the cross petition of the said James Allan including interest- to the first-day of this term the sum of $214.67 and that to secure the payment- of said note the defendant- John R Owen and Ann E Owen his wife executed and delivered to said James Allan their certain Mortgage as in the cross petition described on the same premises described in the petition; and that said Mortgage was duly recorded in Book 20 page 374 of the records of Mortgages of Union County and is a lien on said premises for the amount so found due.

It is therefore considered and adjudged that he recover the sum of $214.67 from the defendant said John R Owen.

On Motion of the plaintiff and on his producing the return of the Sheriff of the Sale made under the former order of this court, and the court on careful examination of the proceedings of said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this court; It is ordered that the said proceedings and sale be, and they are hereby approved and confirmed-

And it is further ordered that the said Sheriff convey to the purchaser James Allan by deed in fee simple the lands and tenements so sold; and the said purchaser is hereby subrogated to all the rights of the said lien holders and others, in said premises so far as they may be paid herein for the protection of his title.

And the court coming now to distribute the proceeds of said sale amounting to $433.00 it is ordered that the Sheriff out of the money in his hands pay-

First- The costs of this action taxed to $ 38.90

Second- Taxes & penalty $ 16.44

Third - To the plaintiff The Home Building and Loan association the amount due it the sum of $339.46

To the defendants Bee & Murphy of the amount found due them the sum of $40.00- This distribution is by agreement between Home Building and Loan association Company & Bee & Murphy-

Attest. J. D. Burgner Clerk
By W. M. Winget- Deputy-

Pleas before his Honor John A. Price Judge at a court of Common Pleas begun and held at the Court house in the town of Marysville Within and for the County of Union and State of Ohio, on the 8th day of September A D 1884.

Heretofore, to-wit; on the 29th day of March 1884 a petition was filed with the Clerk of said Court which reads as follows, viz;

Petition 46-06

Rebecca A. Baughman Plaintiff
vs
Benjamine Baughman Defendant

} In the Court of Common pleas of Union County O.

The plaintiff Rebecca A Baughman 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 the County of Union.

That on or about 20 of March 1876 at the County of Muskingum & State of Ohio. She was married to the defendant Joseph Baughman and that there has been born to them as the result of said marriage relation five children living two of which is now with this plaintiff, viz; Benjamin F Baughman aged ten years and Viola F Baughman aged 8 years and who are cared for by this plaintiff. That She has ever since said Marriage Conducted herself toward the defendant as a faithful wife.

That the defendant disregarding his duties as a husband has been guilty of wilfull abscence for more than three years last past, leaving said plaintiff on or about July 1880 and took the household goods and left this plaintiff destitute of clothing food or fuel for Her and her said Children, without cause on the part of this plaintiff.

Plaintiff Says that said defendant disregarding his Marital duties has been guilty of gross neglect of duty in not providing for this plaintiff and her said Children. that he has Wholly refused to doth Support or provide for this plaintiff and her said children for the last four years past and that this plaintiff has had to Support herself and Children by washing and cleaning houses and other hard and slavish works.

That he has been guilty of adultery with One Carry Crabtree at Zanesville Muskingum Co. O. Since the year 1880 & to 1882 That he moved with her to Newark O. Where they lived together as Man and wife and as this plaintiff has been informed are Still living together as Man and Wife.

That this defendant has been guilty of Extreme Cruelty. Striking her at different times with a chair pushing her out of the house and in otherwise ill treating this plaintiff.

Wherfore the plaintiff charges the said defendant with wilfull abscence for more than three years. with gross neglect of duty with adultery and Extreme cruelty. and prays the Court that She may be divorced from said defendant; and that She may have the care, custody and control and guardianship of her two children Benjamine F & Viola F and for reasonable Alimony. and for all relief that the Court may deem just and Equitable.

J. B. Benton, atty for plaintiff

State of Ohio. Union County S.S. Rebecca A Baughman who being first duly Sworn deposes and Says She is the plaintiff in this action that the facts stated and allegations made in the foregoing petition are true as She verily believes.

R A. Baughman.

Sworn to by Rebecca A Baughman and Signed by her in my presence this 29th day of March AD 1884

J. L. Burgner Clerk

State of Ohio

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State of Ohio Union Countyss.

Rebecca A Baughman who being first duly sworn says. That the residence of Joseph Baughman and his post office address is wholly unknown to this affiant. that the said Joseph Baughman left his home in Muskingum County Ohio about the year 1882 and since that time his place of residence and Post Office address is Entirely unknown to this affiant and his immediate friends and that this affiant has made diligent search for his residence but has wholly to receive said information and She believes that Service cannot be made on him in this State. Wherefore plaintiff asks that She may be allowed Service by publication.

R A Baughman

Sworn to by Rebecca A Baughman and signed by her in my presence this 29th day of March 1884

J. D. Burgner Clerk

"Divorce Notice"

Joseph Baughman. Whose residence is unknown will take notice that on the 29th day of March 1884. his wife. Rebecca A Baughman. filed in the office of the Clerk of the court of Common pleas of Union County Ohio. her petition Charging said Joseph Baughman with wilful absence for more than three years, gross neglect of duty, adultery and extreme cruelty and asking that She may be divorced from said Joseph Baughman and have reasonable Alimony and the custody of their two children. and for all proper relief. Said petition will be for hearing at the april term of court A.D. 1884

April 23. 1884 - 6w

L. B. Benton Atty for plaintiff

The State of Ohio Union county ss.

The undersigned being duly Sworn. Says that a copy of the annexed notice was published for Six consecutive Weeks in the "Marysville Tribune" a newspaper of general circulation in the county of Union. the first publication beginning with April 23. 1884

W. O Sheares -

Sworn to and Subscribed before me this 9 day of Sept 1884.

J. D. Burgner Clerk

September 16th 1884 an Entry was made on the journal of said court which reads as follows.:

Entry 4506

Rebecca A Baughman
vs
Joseph Baughman

Now comes the plaintiff and the defendant having been legally Summoned by publication and having failed to appear, the court find him in default for answer and demurrer to said petition and the allegations thereof are confessed by him to be true. The court also finds that the plaintiff at the time of filing her petition has been a resident of the State of Ohio for more than one year next preceding the same and was at the time a bona fide resident of said County of Union and that the parties hereto were married as in the petition set forth. The court further find upon the evidence adduced that the defendant has been guilty of more than three years wilful absence adultery and gross neglect of duty and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the court that the Marriage contract heretofore Existing between the said Rebecca A. Baughman and Joseph Baughman be and the same is dissolved and both parties

re released from the obligations of the Same.

It is further ordered and adjudged that the custody, care, Education and control of the said children of the parties hereto be until further ordered be given to the plaintiff. But it is hereby ordered that the defendant have the privilege of visiting said children at all reasonable times.

It is further considered by the court that the said Rebecca A. Baughman recover from the said Joseph Baughman Her costs herein expended and Execution is awarded for the Same,

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

Pleas before his Honor John A. Price, Judge at a court of common Pleas begun and held at the court house in the town of Marysville within and for the County of Union and State of Ohio, on the 8th day of September A.D. 1884.

Heretofore, to-wit on the 4th day of September A.D. 1883, a petition was filed with the Clerk of said Court which reads as follows;

Petition
#326

Nancy B Artz Plaintiff
vs
Jacob A Artz Defendant

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

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 28 day of January 1872 at said County of Union She was lawfully married to the said defendant.

That during the month of September 1881 the plaintiff and defendant were living together at LaRue in Marion County Ohio and the defendant was in an advanced State of pregnancy and in feeble health, that while in this condition the defendant without cause abandoned plaintiff and wholly refused to provide for her, and left her in such feeble and destitute Condition that She became broken down in health, and was wholly unable to provide for herself which trouble and distress brought on premature labor, and the defendant, though living in the same neighborhood and being able to care for plaintiff refused to do so and suffered her to be taken to the County Infirmary where She lingered for a long period of time, plaintiff has ever since been compelled by her own labor and Exertions without any aid whatever from the defendant. The defendant is now living in Richwood Ohio with another woman by the name of Jennie Sivey and bestowing upon her the care and attention he should give to the plaintiff. The plaintiff always conducted herself as a faithful wife, and She charges that the defendant has been and is guilty of gross neglect of duty and extreme cruelty in the manner aforesaid. That the defendant was, and is well aware of the sufferings of the plaintiff and has been able to relieve the same but wholly refuses to do so,

Wherefore this plaintiff prays that She may be divorced and have proper Alimony and for all proper relief

J.L. Cameron Atty for Plff

Praecipe

Clerk. Issue Summons to the Sheriff of Union county returnable according to law. also Copy of Petition

J.L. Cameron Atty

Sheff Return

Received Sept 8 AD 1884 a copy of the within Service 30

On the 9th day of Sept AD 1884 I returned the within Summons to the Court which was filed

Entry
#326

Nancy B Artz
vs
Jacob A Artz

Petition of Plff
Evidence.
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Cross petition
The Court finds
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"Summons in Divorce"

The State of Ohio, Union County SS.

To the Sheriff of Union County. You are commanded to notify Jacob A Artz that Nancy R Artz has filed in the office of the Clerk of the court of Common Pleas of Union County and State of Ohio a petition (a true copy of which is herewith delivered to you to be served on him) Charging him with neglect &c and asking that She be divorced from him and that She may have alimony and for other proper relief. Said petition will Stand for hearing during the term of said court next ensuing and Six weeks from and after Service of this writ. You will make due return of this Summons on the 17th day of Sept AD 1883

Witness my Signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville this 4th day of Sept AD 1883.

Seal

J.D. Burgner Clerk

Summons in action for divorce and alimony.

Sheff Return

Received 10 oclock A.M. on the 4th day of September AD 1883. and on the 15 Day of Sept AD 1883. I Served the Same by delivering a true Copy thereof, together with a copy of the petition to the within named Jacob A Artz.

Service 30 Copy 30 Mileage 240 Total $300

John Hoobensack. Sheriff.

On the 9th day of September 1884 an entry was made on the journal of Said Court which reads as follows; Viz

Entry

Nancy R. Artz }
vs
Jacob A Artz }

#326

This day this cause came on to be heard upon the petition of the plaintiff the cross petition of the defendant and the Evidence. On consideration thereof the court being fully advised in the premises do find that the charges made by the defendant in his cross petition are oral true and the Same is dismissed.

The Court do further find that the plaintiff has been a resident of this State and County for more than a year prior to the filing of this petition. The court do further find that the facts Stated in the plaintiffs petition are true and that She is entitled to the relief therein demanded.

It is therefore Considered ordered and decreed by the court that the marriage relation heretofore existing between the said parties be and the Same is hereby Set aside and wholly annulled and it is further ordered that the custody and control of said Children be and the Same is hereby given to the plaintiff with privelege to defendant to visit them at proper times. And it is further ordered that the defendant pay to the plaintiff as her reasonable alimony the Sum of

Dollars within ten days from the date hereof and that he pay the cost of this proceeding and in default thereof that Execution issue therefor.

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

Pleas before his Honor John A. Price Judge at a court of Common Pleas begun and hild at the court house in the Town of Marysville, within and for the County of Union and State of Ohio on the 8th day of September A.D. 1884. Heretofore, to-wit; on the 27th day of March A.D. 1884 a petition was filed with the clerk of said court which reads as follows, viz;

Petition 4604

J. T. Wells Plaintiff
Against
C. Aultman & Co^mp^a
John F Johnson as Sheriff
of Madison County Ohio Defendants

Court of Common Pleas
Union County Ohio

The Plaintiff says; That about the 26th day of May A.D. 1878 he purchased of C. Aultman & Co One Baxter Steam Monitor Engine, Valued at one thousand dollars, and one Thresher and Separator valued at Four hundred and thirty five dollars and one Clover Huller attachment valued at Fifty dollars for the Sum of Fourteen hundred dollars, for which he executed to said C. Aultman & Co his four promissory Notes for Three hundred and fifty dollars each with interest and payable respectively December 1st 1879 December 1st 1880 December 1st 1881 and December 1st 1882.

When the first Note became due it was duly paid by plaintiff. The second Note, to-wit: the one due December 1st 1880 was reduced to a judgment by C. Aultman & Co in the court of common pleas of this county on the 20th day of May 1881, the amount of said judgment being the Sum of Three hundred and Eighty Eight dollars and ten cents and costs.

That the plaintiff about the 12th day of July 1881 paid and Satisfied said judgment in full to said C. Aultman & Co. That is to Say, on said last named date, said C. Aultman & Co accepted and took back said Steam Engine, which was then worth the Sum of Eight hundred dollars, and agreed to apply a Sufficient amount of the value of said Steam Engine to the payment and Satisfaction of said judgment; and cancel the Same and apply the balance of the value of said Engine to the payment of the Notes yet to become due, and the said C. Aultman & Co Soon after he took back said Engine, also accepted and took back said Thresher and Separator, which would have been of the value of four hundred dollars if it had been as warranted by said C. Aultman & Co. And also, about the Same time accepted and took back said Clover Huller attachment, which if it had been as warranted by said C. Aultman & Co, would would have been of the value of Fifty dollars. And the said C. Aultman & Co, although he has accepted and received back said Engine, Thresher, Separator and Clover huller, has wholly failed and refused to cancel said judgment, or to account to plaintiff in any way for any portion of the value of any of said Machinery So accepted back by him. but on the contrary, said C. Aultman & Co, in direct violation of his agreement has neglected and refused to cancel said Judgment and has left the Same open on the records of this court. And the plaintiff Says that the defendant C. Aultman & Co on the 27th day of February 1884 caused an Execution to be issued by the clerk of this court upon said paid and Satisfied judgment, and caused said Execution to be placed in the hands of John F Johnson

Praecipe

To the Clerk
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as Sheriff of Madison County Ohio. which said John F Johnson as such Sheriff is threatening to collect, and is proceeding to collect-and make the amount of said paid and satisfied judgment-out of the property of the plaintiff.

The plaintiff therefore prays that the said C Sultman & Co and said John F Johnson as such Sheriff. be perpetually enjoined and restrained from collecting, or attempting to collect any part of said judgment-so paid and satisfied and that said judgment by the decree of this court be found, decreed and ordered to be paid, satisfied and cancelled, and the plaintiff asks such other and further relief as the nature of the case demands.

Porter & Porter, Attorneys for plaintiff

J. T. Wells being sworn says that the facts stated in the foregoing petition are true-

J. T. Wells.

Sworn to by J. T. Wells and subscribed by him in my presence this 27th day of March 1884-

J. D. Burgner Clerk

We hereby waive the issueing and service of process in the above entitled case and enter our appearance herein. Mch 28th 1884- C. Sultman & Co

By T. B. Benton Atty

Praecipe

To the Clerk. Issue a Summons against the Sheriff of John F. Johnson directed to the Coronor of Madison County Ohio returnable according to law- Endorse "Action to cancel judgment & Enjoin collection" and "Injunction allowed" Porter & Porter attys for Plff

Injunction allowed as prayed for in the petition until otherwise. Ordered on the plaintiff executing to the defendants an undertaking in the sum of One hundred and fifty dollars. conditioned according to law with Sureties to the acceptance and approval of the Clerk of the court of Common Pleas of Union County Ohio.

March 27th 1884- John B. Coats. Probate Judge

Court of Common Pleas.

Inj Bond

The State of Ohio. Union county ss.

J. T. Wells Plaintiff

vs

C. Sultman & Co

& Another Defendants

We bind ourselves. to the said defendants C. Sultman & Co and John F. Johnson in the sum of One hundred and fifty dollars that the said plaintiff J. T. Wells 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 28th 1884 J. T. Wells. Jas Weaver. Bruce Robinson

This undertaking approved by me this 28th day of March 1884.

J. D. Burgner. Clerk of said Court-

On the 28th day of March 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 Coronor of Madison County, Greeting We command you, to notify John F. Johnson that he and another have been sued by J. T. Wells in the Court of Common pleas of Union County, and that unless he answer by the 26th day of April A D 1884 the petition of said J. T. Wells against him filed in the clerks office of said Court, such petition will be taken as true and judgment rendered accordingly-

You will make due return of this Summons on the 7th day of April A D 1884

Witness My hand and the Seal of Said Court- this 28th day of March AD 1884
Seal
J L. Burgner Clerk

"Endorsed" In action to Cancel Judgment & Enjoin Collection "Injunction Allowed"

Common Pleas- The State of Ohio Madison County ss.

Received this 31st March 31st AD 1884 at 8½ Oclock A.M and pursuant to the command on the 31st day of March AD 1884 at 9½ Oclock A.M I served the same by delivering to the within named John F. Johnson personally a certified Copy of the within writ- together with all endorsements thereon

Service 3 00 Mileage 16 60 Sup 20 Total 66.

Timothy Haley. Coroner Madison County Ohio

Entry

J L Wells Plaintiff }
vs }
C. Aultman & Co }
John F Johnson Sheriff } Before Probate Judge
Temporary Injunction
March 27th 1884-

This day came the plaintiff by his attorneys and on his Motion and affidavit herein filed. or good cause shown and it appearing to the at this time there is no Supreme or common Pleas Judge in Said County- It is ordered that an injunction be issued hereon Enjoining the defendants from proceeding further from collecting or attempting to Collect the judgment described in plaintiffs petition as prayed for in said petition, until further ordered 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 $150 Conditioned according to law. with Sureties to the approval of the Clerk of the Court of Common Pleas of Union County Ohio-

Seal
John B. Coats. Probate Judge-

On the 24th day of September 1884 An answer was filed with the clerk of Said court which reads as follows,

Answer 24-84

J. L. Wells }
vs } In Union County Court of Common Pleas-
C Aultman & Co }

The defendants for answer Say; They deny that the Said judgment has been paid or Satisfied in any Manner and deny that defendants agreed to take back any of Said property except the Clover huller and deny that defendants agreed to cancel or release the Said judgment-

Further answering the defendants Say that the Said Defs about the date named in the petition the defendant Sold to the plaintiff the property therein named and took the notes therein mentioned. That by the terms of the contract of Sale the plaintiff if he claimed any defect in Said Machinery was to claim the Same and notify the defendant within five days. That defendant took a chattle Mortgage on Said property and one Buggy and two horses. to Secure the Said Notes. The plaintiff did not claim any defect in Said property within five days. The plaintiff disposed of the horses and buggy and failed to ~~take~~ pay Said Notes and the defendant took the Said property under Said Mortgage agreeable to the terms thereof and Sold the Same and applied the proceeds to the payment of the notes not in judgment and the proceeds were thus Exhausted and nothing left to pay on the judgment. The Clover huller was taken back by agreement at $40. and that amount applied on a note not in judgment

Wherefore these defendants ask to go hence and recover their costs and the

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prayer of said petition be refused and for all proper relief-

L.B. Benton. J.L. Cameron Attys for defendant-

The State of Ohio. Union county ss

W.E. Sefton being first-duly Sworn deposes and says that the facts stated and allegations made in the foregoing answer are true as he believes and that he is the general agent of the defendant which is a corporation and that the foregoing facts are within affiants knowledge-

W. E. Sefton

Sworn to before me and signed in my presence this 24th day of September 1884-

J. D. Burgner. Clerk-

On the 17th day of December 1884 an Entry was made on the journal of said court which reads as follows;

Entry 450A

J. T. Wells Plaintiff }
vs }
L. Aultman & Co et-al }
Defendants }

This day this cause came on to be heard upon the pleadings of the parties, and the Evidence in the case, and was argued by Counsel- In consideration whereof the court finds the Equities of the case to be with the plaintiff, and the court finds that said judgment of L. Aultman & Co against J. T. Wells has been fully paid and ought to be Cancelled-

It is therefore, considered, ordered and adjudged, that said judgment be, and the same is hereby declared and decreed to be cancelled and held for naught; and the collection of the same is hereby perpetually Enjoined-

It is further considered that the plaintiff recover of the said L. Aultman & Co his costs herein taxed at $

And thereupon the said L. Aultman & Co gave notice of appeal and the court fixed the appeal Bond at $150.00

Attest J. D. Burgner. Clerk
By W. M. Winget. Deputy-

Pleas before his honor John A Price Judge at a court of common Pleas begun and held at the court house in the town of Marysville within and for the County of Union and State of Ohio on the 8th day of September A.D 1885- Heretofore, To-wit: on the 12th day of December 1884 a petition and answer

Petition — Answer

on Cognovit was filed with the Clerk of said court which read as follows:

"Petition and Answer in Cognovit-"

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

C Aultman & Co Plaintiffs }
vs } Petition-
A. J. Smith & G. W. Richard } "Civil Action for Money Only"

H660

Plaintiffs Say. they are an incorporated company Incorporated and known by the name of C. Aultman & Co that-there place of doing business is Canton Ohio and that-they are doing business in the State of Ohio and governed by the laws of said State and the above plaintiffs Say that-there is due to them from A. J. Smith and G. W. Pritchard defendants on a promissory note made by the defendants A. J. Smith and G. W. Pritchard dated the 25th day of March A.D. 1882 which note with the warrant of attorney thereto annexed, is hereto attached. the Sum of One hundred and fifty Six dollars with interest-thereon at-6+8% from the 25th day of march AD. 1882. The Plaintiffs further Say they are the legal owner and holder of said note that-the same is due and unpaid Whereupon the Plaintiff asks Judgment-against-said defendants for the Sum of One Hundred and fifty Six dollars. with interest-at-6+8% from the 25th day of March AD. 1882.

Entry H660

T. B. Benton Atty for Pltfs

The State of Ohio Union County ss.

T. B. Benton attorney for said incorporation and as such 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 plaintiff is incorporated and that their place of office is at Canton. O

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. D. Burgner, Clerk of Courts

Note

$156.00 Marysville Ohio March 25- 1882.

On or before the first-day of Dec 1882 for value received in one Engine & Separator We, or either of us the undersigned of Leesburgh township of Leesburgh, 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, One hundred & Fifty Six Dollars. payable at the Farmers Bank Marysville, O. 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 remain liable hereon as if no 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 Judgment-against-us, as

either of us. in favor of the holder hereof for the amount then appearing due. together with costs of Suit. and thereupon to release all errors and evaive all right of appeal an exemption.

P. O. Richwood & Dover Union Co State of Ohio. A. J. Smith (Seal)

No Witness J. B. Benton. C. W. Pritchard (Seal)

Answer

C. Aultman & Co Plaintiffs } In court of Common Pleas
vs } Union County. S.S.
A. J. Smith & C. W. Pritchard Defts } Defendants Answer.

And now comes A. J. Smith and C. W. Pritchard the above named defendants by the undersigned A. H. Collepath their attorney. and waive the issueing and Service of process in this case and consent that judgment be entered herein in favor of the above named Plaintiff the holders of the note described in the plaintiffs petition, and against the above named defendants for the Sum of One hundred and Ninety dollars the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same Manner against defendants for costs of this action, and all errors are hereby released. and Defendant's right to appeal, and to the appraisal of real Estate levied on by virtue of any execution issued on the judgment in this case, is hereby waived.

December 12th AD. 1884. A H Collepath. Atty for Defts

On the 12th day of December A.D 1884 the following Entry was made on the journal of Said court.

Entry
Order

C Aultman & Co Plaintiff
vs
A. J Smith &
C. W. Pritchard Defendants

Entry

This day came the plaintiff by J. B. Benton their Attorney. and thereupon came A H. Collepath 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 the plaintiff from Said defendants as is alleged in Said plaintiffs petition. the Sum of $190 00. It is therefore considered that Said plaintiff do recover of Said defendants. the Said Sum of $190 00 So as aforesaid confessed to be due. together with costs of Suit herein. to be taxed and with interest to be computed at the rate of 8 p 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.

A H C J. D. Bergner. Clerk
By W. M. Winget - Deputy -

Pleas before his honor John A Price Judge at a court of common pleas begun and held at the court house in the town of Marysville within and for the county of Union and State of Ohio on the 8th day of September A.D. 1884. Heretofore, to-wit: On the 16th day of August-AD 1884 a petition was filed with the clerk of said court which reads as follows, viz;

Petition 4681

Cornelia A. Taylor Plaintiff
Against-
H. N. Amerine et al
John Newlove Defendants

In the court of common pleas of Union county, Ohio

Petition

Plaintiff says: That this suit action is founded upon two promissory notes for the unconditional payment of money only of which the following are copies:

$600.00 September 17th 1882.

One year after date We or either of us promise to pay to the order of Cornelia " Taylor Six Hundred Dollars at Eight % interest from date. Value received. "

H. N. Amerine
John Newlove "

$600.00 March 3d 1883.

One year after date. for value received We or either of us promise to pay to the order of " Cornelia A. Taylor. Six Hundred dollars at Eight per cent interest from date. "

H. N. Amerine "
John Newlove

There are no credits or Endorsements on Either of Said Notes.

There is due from said defendants to said plaintiff on said Notes the sum of twelve hundred dollars with eight per cent interest on $600. from Sept 17th 1882. and with eight per cent interest on $600.00 from March 3d 1883 and for which said sum and interest as aforesaid the said plaintiff asks judgment against said defendants

Brodrick & McCampbell. Attorneys for plaintiff.

The State of Ohio Union County ss.

John M. Brodrick being sworn makes oath that he is one of the attorneys for said plaintiff; that this action is founded upon Written instruments for the payment of money only. which instruments are 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 16th day of August-AD 1884.

J. D. Burgner. Clerk
By W. M. Winget-Deputy.

Sheriffs Return

Entry 4681

Praecipe

To the Clerk of said Court-: Issue Summons in the above case to the Sheriff of Union county Ohio for defendants above named. "Indorse Money only" Amount claimed $1200cs with 8% int on $600cs from Sept 17th 1882 and 8% int on $600cs from March 3d 1883 returnable according to law.

Brodrick & McCampbell Atty for Plaintiff

Summons

On the 16th day of August-AD 1884 a Summons was issued by the clerk of said court which reads as follows;

The State of Ohio Union County ss.

To the Sheriff of the County of Union Greeting:

We command you to notify H. N. Amerine et al John Newlove that they have been sued by Cornelia A Taylor in the court of common pleas of Union County,

and that unless they answer by the 13th day of September A.D. 1884 the petition of said Cornelia A. Saylor 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 August A.D. 1884.

Witness my hand and the Seal of said court this 16th day of August A.D. 1884

J. D. Bruegger. Clerk

By W. M. Winget. Deputy.

Seal

"Endorsed" "In Action for Money only" Amount claimed $120.00 with 8% int on $60.00 from Sep 17th 1882 & 8% int on $60.00 from March 3d 1883.

Sheriffs Return

The State of Ohio Union County SS.

Received this writ August 16th A.D. 1884 at 2 Oclock P.M. and pursuant to its Command, on the 20th day of August A.D. 1884 I Served the same by leaving at the usual place of residence of each of the within named H. N. Amerine and John Newlove a true Copy of this writ with Endorsements thereon.

Service 4.5 Mileage 96 Cop 40 Total $1.71

John Kobensack Sheriff.

On the 22d day of September 1884 an Entry was Made on the journal of said court which reads as follows;

Entry 4581

Cornelia A. Saylor
vs
H. N. Amerine Et al
John Newlove

And now comes the said plaintiff by her attorneys and the said defendants having failed to demur or answer to the petition of the said plaintiff, the same is therefore taken to be true; And it is considered that the said plaintiff ought to recover the said sum of $120.00 so demanded in her petition together with the sum of $16.47 which the court find due as the interest thereon, as prayed for in said petition; It is therefore considered that the said plaintiff recover against the said defendants the said sum of $136.47 together with her costs in and about Suit Expended, taxed 10.8 and interest on said judgment at the rate of Eight per centum per annum from September 8th 1884.

J. D. Bruegger. Clerk

By W. M. Winget. Deputy.

Pleas before his honor John A Price Judge at a court of Common pleas begun and held at the court-house in the town of Marysville, within and for the county of Union and State of Ohio on the 8th day of September AD. 1884. Heretofore, to wit- On the 23d day of August- AD. 1884 a petition was filed with the clerk of said court which reads as foloows. viz;

Petition 4592

C.A. Baker. Plaintiff
against-
Hiram Rowey & S. Bellus
& A.S. Mowry Defendants

Court of Common Pleas, Union County, Ohio

Petition

The plaintiff says: That his is action is founded on the following promnissory note. To-wit;

$325.00 Marysville Ohio July 12th 1879.

" One year after date for value received We or Either of us promise to pay Jane " Baker or order Three hundred and Twenty five dollars with interest at eight- " per cent- per annum after Maturity-

" Hiram Rowey "
" A.S. Bellus "
" A.S. Mowry "

Indorsed "Jane Baker" on the back- There are no credits thereon-

After the Execution and delivery of said note, the same for a valuable consideration was indorsed and delivered to the plaintiff who is now the legal owner and holder thereof- There is now due from the defendants to the plaintiff on said note the Sum of Three hundred and twenty five dollars, with 8% interest- from the 12th day of July 1880 which plaintiff claims and for which he asks Judgment-

A.T. Carpentee Atty for Plff

The State of Ohio Union County SS.

A.T. Carpentee being Sworn Says he is the attorney for the above named plaintiff duly authorized in the premises, That this the plaintiff action is founded upon a promnissory note for the unconditional payment of money only which is in the possession of affiant- Affiant further Says the facts Stated and allegations contained in the foregoing petition are true as he verily believes.

A T. Carpentee

Sworn to by A.T. Carpenter before me and Signed by him in my presence this 23d day of August- A.D. 1884.

J.D. Burgner- Clerk

Praecipe To Clerk- Issue Summons in above case returnable according to law. Indorse "Amount Claimed" $325.00 & 8% int- from July 12th 1880. A.T.C-

Summons The State of Ohio Union County SS. To the Sheriff of the County of Union, Greeting: We command you to notify Hiram Rowey, A.S. Bellus & A.S. Mowry that they have been Sued by C.A. Baker in the court of Common pleas of Union County, and that unless they answer by the 20th day of September A.D. 1884 the petition of said C.A. Baker against them filed in the Clerks office of said Court: Such petition will be taken as True, and Judgment- rendered accordingly.

You will make due return of this Summons on the 1st day of September A.D. 1884

Seal

J.D. Burgner. Clerk
By W.W. Winget- Deputy

Indorsed Amount Claimed $325.00 with 8% interest- from July 12th 1880-

Sheriff's Return The State of Ohio. Union County SS. Received this writ- August 23rd AD 1884. And pursuant to its command on the 23d day of aug 1884 I served the same by delivering a true copy of this writ- with the

Entry No 4592

endorsements- th
Service to Writ

On the 29th d
which read
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vs
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Petition

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Attorney Ple
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Whereupon
One hundred
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The State of
plaintiffs
petition to

endorsement thereon to each of the within named Hiram Rowery A.S. Mowery and A.S. Bellus.
Service 60 Mileage 80 60 $p 60. John Holcensack. Sheriff

On the 29th day of September A.D. 1884 an entry was made on the journal of said court
which reads as follows.

Entry
No 4592

C.A. Baker
vs
Hiram Rowery et als

And now comes the said C.A. Baker and thereupon this cause came on to be heard upon the petition and answer of A.S. Mowery. the defendants Hiram Rowery and A.S. Bellus having failed to demur or answer to the petition of the said C.A. Baker it is considered that the said C.A. Baker ought to recover of said Hiram Rowery and A.S. Bellus as principals and of said A.S. Mowery as surety. the said sum of $325.00 in his petition together with the sum of $10.80 which the court finds due as the interest thereon, at 8 p computed up to September 8th 1884 as prayed for in said petition;

It is therefore considered that the said C.A. Baker recover against the said Hiram Rowery and A.S. Bellus as principals and said A.S. Mowery as surety the said sum of $433.00 with 8 p interest from September 8th 1884 together with his costs in and about his suit in this behalf expended to use of

~~A.M.A~~ J.D. Buegner. Clerk
By W.M. Winget. Deputy.

Pleas before his honor John A. Rice judge at a court of common pleas begun and held at the court house in the town of Marysville within and for the county of Union and State of Ohio. on the 8th day of September A.D. 1884
Heretofore, To-Wit; on the 29th day of September A.D. 1884 a petition and answer in cognovit was filed with the clerk of said court which reads as follows. viz;

Petition

Petition and answer in cognovit.

Alf Scott and
C.L. Robinson } The State of Ohio Union County ss.
vs } In the court of common Pleas. "Petition"
L.L. Wentz } Civil action for Money only.

Alf Scott and C.L. Robinson the above named plaintiffs say that there is due to them from L.L. Wentz defendant. on a promissory note made by the defendant L.L. Wentz due the 28th day of April A.D. 1875 which note with the warrant of Attorney thereto annexed, is hereto attached, the sum of One hundred and forty five dollars and seventy five cents. with interest thereon at eight per cent from the 24th day of September A.D. 1884. The plaintiffs further say that they are the legal owner and holder of said note that the same is due and unpaid. Wherefore. the plaintiffs ask judgment against said defendant for the sum of One hundred and forty five dollars and seventy five cents. with interest thereon at 8 p from the 24th day of September A.D. 1884. Cameron & Woodburn attys for Plffs

The State of Ohio Union County. ss. C.L. Robinson one of the above named plaintiffs being duly sworn. says that he believes the statement in the foregoing petition to be true.

C.L. Robinson

Subscribed by C.L. Robinson in my presence and Sworn to by him before me this 25th day of September A.D 1884- J. L. Burgner. Clerk
By W. M. Winget- Deputy-

Note $150.00 Mount Vernon Ohio April 28th 1883-
Five Month after date, as principal debtors We jointly and severally promise to pay Fullington Phelps & Woods or bearer One Hundred and fifty dollars for value received with Eight-per cent-interest- And we hereby waive 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 28th day of April 187 C. C. Wentz-
Indorsed- Paid Fifty Dollars ($50) (by J Turner $25: on acct $25:) Jany 1st 1877-
May 12/83 Paid by account- Twenty five dollars. Paid by Alf Scott $40-
May 12th 83-

Answer Alf Scott & C.L. Robinson vs L.C. Wentz — In the Court of Common Pleas. Union County, S.S. Defendants Answer-

And now L.C. Wentz the above named defendant by the undersigned John M Brodrick his attorney and waive the issueing and Service of process in this case and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in plaintiffs petition, and against the above named defendant for the Sum of One hundred and Forty five dollars and Seventy 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 on the judgment in this case is hereby Waived- Sep 29th 1884
John M. Brodrick Atty for Defts-

Entry Alf Scott & C.L. Robinson vs L.C. Wentz — This day came the plaintiff by 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 issueing and Service of process, and entered appearance of said defendant herein and by virtue of the same warrant of attorney confesses that there is due from said defendant to said plaintiffs as is alleged in said plaintiffs petition the Sum of $145.75- It is therefore considered that said plaintiffs do recover of said defendant the said Sum of $146.75-80 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 W. M. Winget- Deputy

Pleas before his honor John A. Rice Judge at a court of common pleas begun and held at the court house in the town of Marysville within and for the county of Union and State of Ohio on the 8th day of September A.D. 1884. Heretofore, to-wit: On the 8th day of December A.D. 1884 a petition and answer in Cognovit was filed with the clerk of said court which reads as follows

Petition

7657

S. S. Gardiner Administrator of Philip Loehring Deceased
against
S. D. Williams - J. D. White
Joseph Price & D. R. White

In the Court of Common Pleas.
Union County Ohio
Petition

The Plaintiff says he is the duly appointed and qualified administrator of Philip Loehring deceased. That the defendants S. D. Williams J. D. White Joseph Price and D. R. White on or about the 24th day of October A.D. 1883 executed and delivered to the said plaintiff as administrator of Philip Loehring deceased 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 as said Administrator thereof and that there is still due him as said Administrator thereon from said defendants the sum of Two hundred and Sixty Eight dollars and fifty Eight cents, with interest at the rate of Six per centum per annum, from the 24th day of October A.D. 1883. Wherefore the plaintiff asks judgment against said defendants for the sum of Two hundred and Sixty Eight dollars and Fifty Six cents with interest thereon at the rate of Six per centum per annum from the 24th day of October A.D. 1883 and for costs of suit.

L. L. Gardiner Plaintiffs Attorney

The State of Ohio Union County ss.

L. L. Gardiner being duly sworn, says that he is the attorney of record of said plaintiff himself, that this action is brought upon an instrument in writing for the payment of money only, that said instrument in writing is in his possession and that he verily believes the Statements contained in the foregoing petition are true in substance and in fact.

S. S. Gardiner

Sworn to by said L. L. Gardiner before me, and by him signed in my presence this 8th day of December A.D. 1884.

J. D. Burgner Clerk.

Exhibit "A"

$268.56

One Year after date, for value received, We jointly and severally promise to pay L. L. Gardiner Admr of Philip Loehring Two hundred & Sixty Eight & 56/100 dollars with interest at the rate of 6 per cent per annum, and all unpaid principal and interest until paid; interest to be computed every year, with 5 per cent attorney fee, if collected. And we hereby authorize and empower any attorney of any Court of record in the State of Ohio, or elsewhere, to waive the the issueing and service of process, and appear for us or either of us, in any of said Courts at any time after the above note becomes due, and confess judgment thereon against us or either of us in 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, or either of us, and release all Errors that may accrue in the

condition of said judgment and all right to sue out any writ of Error, and one said attorney is hereby authorized to enter such release in said judgment.

Witness our hands and Seals
This 24 day of October 1883.

L. E. Williams Seal
J. D. White Seal
Joseph Price Seal
D. R. White Seal

Answer

S. S. Gardiner Administrator of Philip Loehring deceased
vs
L. E. Williams J. D. White Joseph Price and D. R. White

The State of Ohio Darke County SS.
In the Court of Common Pleas.
Answer.

By virtue of the warrant of attorney attached to the foregoing petition, I A. F. Carpenter an attorney at law in the several courts of record in the State of Ohio hereby enter an appearance for the said defendants at the suit of S. S. Gardiner administrator of Philip Loehring deceased plaintiff against said L. E. Williams J. D. White, Joseph Price and D. R. White defendants and waive the issueing and service of process therein, and confess a judgment in favor of the said S. S. Gardiner as Administrator of Philip Loehring against said L. E. Williams J. D. White Joseph Price & D R White for the Sum of Two hundred and Eighty Six dollars and seventy Seven cents Damages being the amount appearing due for principal and interest on said promissory Note, and also for costs of suit, and I do hereby release all Errors and waive all right of appeal.

A. F. Carpenter Defendants Attorney

On the 8th day of December 1884 an entry was made on the journal of said Court which reads as follows:

Entry

S. S. Gardiner Administrator of Philip Loehring deceased
vs
L. E. Williams J. D. White Joseph Rice and D. R. White

This day came the plaintiff by S. Gardiner attorney, and thereupon came A. F. Carpenter one of the attorneys of record of this Court, who, by virtue of a warrant of attorney duly executed and now produced in open Court and duly proven 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 $286.77. It is therefore considered that said plaintiff do recover of said defendants the said Sum of $286.77 so as aforesaid confessed to be due, together with costs of Suit herein, to be taxed and with interest to be computed at the rate of Six per Centum annum. And by virtue of said warrant of attorney, all errors are released, and all right of appeal and all right to file a petition in error waived.

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

Petition No 4645

Pleas before Hi
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Summons

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Pleas before his Honor John A. Price Judge at a court of common pleas begun and held at the court house in the town of Marysville within and for the county of Union and State of Ohio on the 8th day of September A D 1884. Heretofore, to-wit: on the 8th day of November A D 1884 a petition was filed with the clerk of said court which reads as follows:

Petition
No 4645

Merry Mount Granite Co Plaintiff
vs
Joseph Cartmell and John Clark Partners
under the firm name of
Cartmell and Clarke Defendants

Court of Common Pleas.
Union County Ohio

Petition

The plaintiffs say: That they are a corporation duly incorporated under the laws of the commonwealth of Massachusetts and defendants are copartners doing business in the State of Ohio.

Plaintiffs say this their cause of action is founded upon an account for Merchandise Sold and delivered by them to defendants at defendants request of which the following is a copy with all the credits thereon, to-wit-

Cartmell and Clarke of Marysville O. Dr

To Merry Mount Granite Co.

Dec. 30. 1883	To balance due		$301.00
Feb 21. 1884	To two Grants	—	150.00
			451.00

Credits

Jan. 25. 1884	By Cash	$98.00
May 15. 1884	By Cash	200.00
		$298.00

Leaving Balance due May 15th 1884 of $153.25. There are no other credits thereon. There is now due from defendants to plaintiffs on said account and remaining unpaid the Sum of One Hundred and fifty three & 25/100 dollars which plaintiffs claim with interest from May 15. 1884 & for which they ask judgment-

A. T. Carpenter. Atty for Pltiff-

The State of Ohio Union County SS.

A.T. Carpenter being Sworn says he is the attorney for the above named plaintiff duly authorized in the premises. That plaintiff is a corporation with no office or place of doing business in said county of Union and State and is now absent therefrom. Affiant further states the facts stated and and allegations contained in plaintiffs petition are true as affiant verily believes.

A. T. Carpenter.

Sworn to by A. T. Carpenter before me and Signed in my presence this 8th day of November A. D. 1884.

J. L. Burgner Clerk

Praecipe

To Clerk-

Issue Summons in above entitled case returnable according to law- Indorse- "Amount claimed $153.25- D 6 p cnt- from May 15th 1884

Summons

The State of Ohio Union County SS.

To the Sheriff of the county of Union Greeting:

We command you to notify Joseph Cartmell and John Clark as partners under the firm name of Cartmell & Clark that they have been sued by Merry Mount Granite Co 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 Merry Mount Granite Co against them filed in the clerks office of said Court. Such petition

will be taken as true and judgment rendered accordingly.
You will make due return of this Summons on the 17th day of Nov AD 1884
Witness My hand and the Seal of said court this 8th day of Nov AD 1884-
J. D. Burgner Clerk

Seal

Sheriffs Return

The state of Ohio Union County SS

Received this writ Nov 8th AD. 1884- and pursuant to its command, on the 12 day of Nov AD 1884, I Served the Same by delivering to each of the within named John Clark & Joseph Cartmell a true copy of this writ with Endorsements thereon -
Service 4$- Mileage 64 Cops 40 Total $1.44
John Hobensack Sheriff

On the 8th day of December 1884 an Entry was made on the journal of Said Court which reads as follows:

Entry 46 43-

Merry Mount Granite Company
vs
Joseph Cartmell & John Clark

And Now comes the Said Merry Mount-Granite Company and the Said Joseph Cartmell and John Clark having failed to demur or answer to the petition of the Said Merry Mount-Granite Company, it is considered that the Said Merry Mount-Granite Company ought to recover the Said Sum of $153 23- So demanded in their petition together with the Sum of $5 ¢ which the court finds due as the interest thereon as prayed for in Said petition.

It is therefore considered that the Said Merry Mount Granite Company recover against the Said Cartmell & Clark the Said Sum of $158 46 together with their costs in and about their Suit in this behalf expended taxed to $ ..

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

43-99

Petition

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Pleas before his Honor John A. Price Judge of a Court of Common Pleas begun and held in the Court-House in the town of Marysville within and for the County of Union of the Third Sub-division of the Tenth Judicial District of the State of Ohio, on the 8th of September in the year of our Lord one thousand eight-hundred and eighty-four.

Heretofore, to-wit: On the 30th day of August-A.D. 1884, the following petition was filed with the Clerk of said Court, viz:-

George Court Administrator of
Daniel G. Cross, Plaintiff
vs.
George P. Cross, Defendant

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

4599

Petition

The plaintiff says that he is the duly appointed and qualified administrator of Daniel G. Cross deceased.

That on or about the 6th day of January 1880, the defendant for a full and valuable consideration made and delivered to said Daniel G. Cross, who was then in full life, his promissory note of that date and thereby promised to pay said Daniel G. Cross or bearer the sum of Ten hundred and thirty one 15/100 Dollars with 8% interest from date: A copy of which note is hereto attached marked "A" and made part hereof. The said note has thereon a credit of $361.35/100 of the date of April 1st 1884. There are no other credits or payments on said note. There is now due to the plaintiff as the administrator of said Daniel G. Cross deceased, from said defendant upon said note the sum of $1031-15/100 with 8% interest from January 6th 1880, subject to a credit of $361.35/100 of the date of April 1st 1884. Whereupon the said plaintiff asks for judgment against said defendant for the said sum and interest due as aforesaid and for all proper relief.

Cameron and Woodbridge Attys for Plaintiff

State of Ohio, Union County, ss.

J. L. Cameron being first duly sworn (duly authorized in the premises) says that he is one of the attorneys of the plaintiff, that the facts stated in the foregoing petition are true as he believes and that this action is founded upon a written instrument for the payment of money which writing is now in the affiants possession and that the allegations of the within petition are within the personal knowledge of affiant.

J. L. Cameron

Sworn to before me and signed in my presence this 30th day of August-1884

Frank A. Hamilton Notary Public

Copy of Note.

" January 6th 1880 "

" $1031 15/100 One day after date I promise to pay to the order of "

" D. G. Cross, or bearer Ten Hundred and Thirty-one and 15/100 Dollars "

" Value Recd. with interest at 8% "

" Geo. P. Cross "

Said petition was endorsed as follows, to-wit:-

The issuing and service of Summons is hereby waived and my appearance is entered this 30th day of August-1884.

Geo. P. Cross

Afterward on the 18th day of September A. D. 1884, an Entry was made on the Journal of said Court by the Clerk which reads as follows, to-wit:-

George Counts Admr. of
Daniel L. Cross, Plaintiff
vs.
4599 George P. Cross, Defendant

Court of Common Pleas, Union County Ohio

Entry

This day came the plaintiff and submitted this cause to the Court upon the petition and evidence and the Court being fully advised in the premises does find that the defendant George P. Cross in writing waived the issuing and service of Summons and entered his appearance in this case, and that he is in default for answer or demurrer to the petition and the Court do further find that there is due to said plaintiff as administrator of the estate of Daniel L. Cross from the said defendant upon the note in the petition set forth the sum of $1054.00 including interest until the 1st day of October 1884.

It is therefore adjudged by the Court that the said plaintiff as such administrator recover of said defendant the said sum of $1054.00 with interest from the 1st of October 1884 at 8 per cent and also his costs herein expended, taxed to $

Attest J. L. Burgner
By A. R. Burgner

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 8th day of September A. D. 1884, the following petition was filed with the Clerk of said Court, viz:-

Fritz Brothers Plaintiffs
vs.
4612 R. B. Williams and
C. S. Williams, Defendants.

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

Petition

Petition

Plaintiffs say they are a partnership for the purpose of carrying on business in the State of Ohio, and are doing business under said firm name. Plaintiffs further say that this their cause of action is founded upon a promissory note of which the following is a copy, to-wit:-

" $100.00 Richwood, Ohio, March 26th 1884
" Thirty days after date I promise to pay to the order of "
" Fritz Bros. Cincinnati, One hundred dollars at Bank of "
" Richwood. Value received "
"
(Signed) R. B. Williams
C. S. Williams

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Summons 4612
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Seal

Endorsed
Money Only
April 26th 188

Sheriffs Return
The State o
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thereon to R.
Total $3.16

There are no credits on said note. There is now due from defendants to plaintiffs on said note the sum of One hundred dollars, with interest at the rate of 6% from the 26th day of April 1884, which plaintiffs claim and for which they ask judgement.

Brodrick & McCampbell, Attys for Plff.

The State of Ohio
Union County, ss.

Jas. S. McCampbell being duly sworn, on his oath says he is one of the attorneys for above named Plaintiffs duly authorized; that the foregoing action is based upon a written statement for the payment of money only, which said instrument is in affiants possession, and that the facts stated and allegations made in the plaintiffs petition are as he verily believes true.

J. S. McCampbell

Sworn to by said Jas. S. McCampbell and subscribed by him in my presence this 8th day of September 1884.

J. Q. Burgner, Clerk.

Praecipe 6 12

To Clerk:-

Issue summons in above case as follows:- on R. B. Williams to Sheriff of Union County and on C. S. Williams to Sheriff of Delaware County, Ohio: returnable according to law and indorse "Action for Money Only, Amount claimed $100.00 at 6% int. from April 26th 1884.

Brodrick & McCampbell Attys for Plff

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 6 12

Summons in Action for Money Only.

The State of Ohio
Union County, ss.

To the Sheriff of the County of Union, Greeting:-

We command you to notify R. B. Williams that he and C. S. Williams have been sued by Fritz Bros. 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 Fritz Bros. 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 22nd day of September A.D. 1884. Witness my hand and the Seal of said Court, this 10th day of Sept. A.D. 1884 at Marysville O.

Seal

J. Q. Burgner, Clerk.

Endorsed Money Only. Amount claimed, $100.00 and interest as follows, at 6 per cent from April 26th 1884.

Brodrick and McCampbell Plff's Atty's.

Sheriffs Return.

The State of Ohio
Union County, ss.

Received this Writ September _ A.D. 1884 at _ o'clock _ M. And pursuant to its command, on the 11th day of September A.D. 1884, I served the same by delivering a true copy of this Writ with endorsements thereon to R. B. Williams - Sheriff's Fees: Service .30, Mileage 2.5 6, Copy .30, Total $3.16

Jolee Hobensack.

Afterward, 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 — Summons in Action for Money Only

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

4612 — We command you to notify C.S. Williams that he and R.B. Williams have been served by Fritz Bros. 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 Fritz Bros. 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 22nd day of September A.D. 1884.

Witness my hand and the seal of said Court, this 10th day of September A.D. 1884, at Marysville, Ohio

Seal

J.D. Burgner, Clerk.

Endorsed — Money Only. Account Claimed, $100.00 and interest as follows, at 6 per cent from April 26th 1884. Bendrick & McCampbell Plff's Atty's

Writ returned and filed Sept. 19th 1884, Endorsed as follows, viz:-

Sheriff Return — The State of Ohio, Delaware County, ss. Sheriffs Return

Received this Writ Sept. 11th A.D. 1884, at _ o'clock M. And summoned to its command, on the 19th day of September A.D. 1885; I served the same by leaving at the usual place of residence of the within named defendant C.S. Williams a true and certified copy of this Writ with the endorsement thereon. Sheriff's Fees:- Service .50, Mileage 1.60, Copy .25, Postage .02, Return .25, Total $2.42

James E. White Sheriff Delaware County, Ohio

Afterwards 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. — Fritz Bros. Plaintiffs vs. R.B. Williams et al. Defendants

4612 — September Term, 1884. Judgment for Default.

And now come the said Fritz Bros. by their attorneys Bendrick & McCampbell, and the said R.B. Williams and C.S. Williams having failed to demur or answer to the petition of the said Fritz Bros. the same is therefore taken to be true; and it is considered that the said Fritz Bros. plaintiffs ought to recover the said sum of $100.00 so demanded in its petition, together with the sum of $3.70/100 which the Court find due as the interest thereon, as prayed for in said petition; it is therefore considered that the said plaintiffs recover against the said defendants the said sum of $103.70/100 together with the costs in and about said suit expended, taxed to $ and interest on said judgment from December 8th 1884.

Attest- J.D. Burgner Clerk.
By A.R. Burgner Deputy

Petition. — 45-91 — Pleas b... begun and ... County of ... Ohio, on the ... hundred and ... A.D. 1884, a ... as follows; ... W. T. Hills ... J. O. Lee ... action is for ... copy, to-wit ... " $198.45/100 ... " ... " debtors from ... " Ninety Eight ... " thereof and ... " elsewhere ... " or either of ... " jurisdiction ... " either of ... " interest ... " paid prayi ... " the same ... " errors in the ... " benefit of ... " of April 188... The def... are husband ... co-partners ... credits on ... plaintiff the ... plaintiff cla... 1884, and fo... The State of ... Union Coun... above name... non-residen... Affiant-fur... are true ac... Sworn t... presence the...

Praecipe — To Clerk:- ... Account-plac...

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 23rd day of August A.D. 1884, a Petition was filed with the Clerk of said Court which reads as follows, to-wit:-

Petition.

D. T. Wills Plaintiff
vs.
J. C. Lee and Elizabeth Lee, Defendants

Court of Common Pleas
Union County, Ohio.
Petition

4-5-91

The plaintiff says: That this his action is founded upon a promissory note of which the following is a copy, to-wit:-

" $198.17/100 Plain City, O. Apr. 2nd 1884 "

" Fifteen days after date for value received we, as principal " debtors promise to pay to D. T. Wills, Delaware, O. or order One Hundred & " Ninety-Eight and 17/100 Dollars at the Plain City Bank and we hereby au- " thorize any attorney of any Court of Record in the State of Ohio or " elsewhere at any time after the above sum becomes due to appear for us " or either of us in any Court of said State of Ohio or elsewhere leaving " jurisdiction of said sum and confess judgment therein against us or " either of us in favor of said payee or his assignee for said amount with " interest at the rate of eight per cent per annum after maturity until " paid payable annually, the interest when due and unpaid to draw " the same rate of interest as the principal and costs of suit; and to release all " errors in the entry and rendition of said judgment and all right and " benefit of appeal and writs of error - Witness our hands and seals this 2nd day " of April 1884 J. C. Lee & Co. "

The defendants at the time of the execution of said note were, and still are, husband and wife and were then associated together in business as co-partners under the firm name and style of J. C. Lee & Co. There are no credits on said note. There is now due thereon from defendants to the plaintiff the sum of One Hundred and Ninety-Eight and 17/100 Dollars which plaintiff claims with 8% interest thereon from the 17th day of April A.D. 1884, and for which plaintiff asks judgment.

N. T. Carpenter Atty. for Plaintiff

The State of Ohio
Union County, ss.

N. T. Carpenter being sworn says 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 is now absent therefrom - Affiant further says the facts stated and allegations contained herein are true as affiant verily believes. N. T. Carpenter.

Sworn to by N. T. Carpenter before me and signed by him in my presence this 23rd day of August A.D. 1884.

J. Q. Burgner Clerk.

Praecipe

To Clerk:-

Issue Summons in above case returnable according to law - endorse Amount claimed $198.17 @ 8% int: from April 17th 1884. N. T. C.

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 — Summons in Action for Money Only

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

4591 — We command you to notify J. C. Lee and Elizabeth Lee that they have been sued by V. T. Hills in the Court of Common Pleas of Union County, and that unless they answer by the 29th day of September A.D. 1884 the petition of said V. T. Hills against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 1st day of September A.D. 1884. Witness my hand and the seal of said Court, this 23rd day of August A.D. 1884.

Seal — J. D. Burgner, Clerk. By W. M. Winget Deputy

Endorsed — Money Only. Amount claimed, $198.17 and interest as follows: 8% on $198.17 from April 17th 1884

Writ returned and filed September 2nd 1884, endorsed as follows:-

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

Received this Writ August 23" A.D. 1884 at o'clock M. And pursuant to its command on the 26th day of August 1884, I served the summons by leaving at the usual place of residence of the within named J. C. Lee and Elizabeth Lee a true copy of this Writ with endorsements thereon. Sheriffs Fees:- .45; Mileage 2.05, Affi. .40: Total $2.93. John Harbenack Sheriff of Union Co, Ohio.

Afterwards on the 23rd day of September A.D. 1884, an Entry was made on the Journal by the Clerk of said Court which reads as follows:-

Entry — V. T. Hills Plaintiff vs. J. C. Lee and Elizabeth Lee Defendants } Court of Common Pleas, Union County, Ohio.

4591 — And now comes the said V. T. Hills, and the said J. C. Lee and Elizabeth Lee having failed to demur or answer to the petition of the said V. T. Hills it is considered that the said V. T. Hills sought to recover the said sum of $198.17 so demanded in his petition together with the sum of $6.00 which the Court finds due as the interest thereon @ 8 % upto Sept. 8. 1884 as prayed for in said petition. It is therefore considered that the said V. T. Hills recover against the said J. C. Lee and Elizabeth Lee the said sum of $204.27/100 with 8% interest from Sept. 8th 1884. together with his costs in and about his suit in this behalf expended taxed to $

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

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Petition

Robert B.
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4522

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Waiver of Summons — Cornelia A

Robert B.
Josiah West

4522

Summons fo
this 2" day

Pleas before his Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the Third Subdivision of the 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, Whereto-fore, to-wit:- On the 2nd day of May A.D. 1885, a petition was filed with the Clerk of said Court which reads as follows, to-wit:-

Petition

Cornelia A. Taylor, Plaintiff
Against
Robert B. Smith and
Josiah Westlake, Defendants

Court of Common Pleas, Union County, Ohio.
Petition

4822

The plaintiff says: This her action is founded upon a promissory note of which the following is a copy:-

" $200.00 White Sulphur, Ohio, Sept. 6, 1881"

" One year after date we or either of us promise to pay Cornelia "

" A. Taylor or order the sum of Two Hundred Dollars for value received "

" with eight per cent interest to be paid annually." "Robert B. Smith "

" Credit " Josiah Westlake "

" Sept. 6 1882, Recd. int. on the within note up to this date. "

There are no other credits thereon. There is now due on said note from the defendants to the plaintiff the sum of Two Hundred and Thirty two Dollars which plaintiff claimes with interest @ 6% on $16.00 from Sept 6. 1883 and int. at 6% on $16.00 from Sept. 6. 1884 and int. @ 8% on $200.00 from Sept. 6. 1884 and for which plaintiff asks judgment.

A. T. Carpenter, Atty for Pltff.

The State of Ohio }
Union County. ss } A. T. Carpenter being sworn says he is the atty. of the above plaintiff duly authorized herein That this the plaintiffs action is founded upon a promissory note for the unconditional payment of money only now in possession of Affiant. 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 2nd day of May 1885

Seal

J. D. Bongner Clerk.

Praecipe

To Clerk:-

Issue summons in above case returnable according to law. Indorse: Amount claimed $232.00 with 6% int. on $16.00 from Sept. 6th 1883 and 6% int. on $16.00 from Sept. 6th 1884 and 8% int. on $200.00 from Sept. 6th 1884.

A. T. Carpenter Atty for Pltff.

Waiver of Summons

Cornelia A. Taylor Plaintiff
vs.
Robert B. Smith and
Josiah Westlake, Defendants.

Court of Common Pleas, Union County, Ohio

4822

We hereby waive the issuing and service of Summons for us in the above entitled case and enter our appearance herein this 2nd day of May, 1885.

Robert B. Smith
Josiah Westlake

Answer

4822

Afterward, on the 19th of May A.D. 1885 an Answer was filed with the Clerk of the Court which reads as follows, to wit:-

Cornelia A. Taylor, Plaintiff
vs.
Robert B. Smith et. al. Defendants

Union County Court of Common Pleas.
Answer of Robert Smith.

Now comes Robert Smith one of the defendants in this action and for Answer to the plaintiffs petition says that there is a large amount of usurious interest in said note, to-wit: That at the making of said note said plaintiff deducted out and retained four dollars out of the principal as usury upon said note, being the difference between 8% as shown by said note and 10% the interest actually charged. Plaintiff further says that on the 7th day of February 1884, he paid the plaintiff four dollars usury being the excess of interest for one year upon said note in excess of 8% the rate fixed in said note.

Defendant therefore asks that the excess of interest on said note over and above six per centum per annum be allowed and credited on the principal of said note as a payment and for all proper relief.

J. M. Kennedy Atty. for Def.

State of Ohio
Union County ss. } Robert Smith being duly sworn says the facts and allegations of the foregoing answer are as he believes them.

Robt B. Smith

Sworn to and subscribed before me by the said Robert Smith this the 18th day of May 1885.

Seal

A. H. Hollefratte, Notary Public

Entry

4822

Afterwards on the 9th 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:-

Cornelia A. Taylor Plaintiff
vs.
Robert B. Smith et. al. Defendant

Court of Common Pleas, Union County, Ohio

This cause came on for hearing on the petition, the answer of the defendant Robert B. Smith, and the evidence, the defendant Josiah Westlake being in default for answer and demurrer, and was submitted to the Court without the intervention of a jury; On consideration whereof the Court find, on the issue joined between the plaintiff and the defendant Robert B. Smith, that there is usury in the note described in plaintiff's petition as alleged and that after deducting the usury, there is still due from the defendants Robert B. Smith and Josiah Westlake to the plaintiff on said note including interest @ 6% computed up to June 6th 1885; the sum of Two Hundred and Forty-Three and 8/100 Dollars. It is therefore considered by the Court that the said plaintiff recover of the said defendants the said sum of Two Hundred and Forty-three & 8/100 Dollars with 6% int. from June 6th 1885; together with her costs herein expended, taxed to $

Attest J. L. Burgner
By A. R. Burgner

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Petition

4116

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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 the State of Ohio, on the 10th day of September in the year of our Lord one thousand eight hundred and eighty-three - On the 27th day of September A.D. 1883, a Cognovit was filed with the Clerk of said Court which reads as follows, viz:-

Petition and Answer in Cognovit.

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

The First National Bank of Delaware, Ohio; Plaintiff
vs.
John Rogers and Howard Rodgers, Defendants } Petition
Petition
4116

Third Action for Money Only

The First National Bank of Delaware Ohio, the above named Plaintiff says that there is due to it from John Rogers and Howard Rogers Defendants, on a promissory note made by the Defendants John Rogers and Howard Rogers dated the 10th day of July A.D. 1882, at thirty days which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of One Thousand Dollars, with interest thereon at eight per cent from the 12th day of August A.D. 1882. The Plaintiff further say that it is the legal owner and holder of said note, that the same is due and unpaid: That the Plaintiff is a Bank duly organized under the laws of the United States and is located and doing business at Delaware, Delaware County, Ohio; Whereupon the Plaintiff ask judgement against said Defendant for the sum of One Thousand Dollars with interest at eight per cent per annum from the 12th day of July A.D. 1882.

Carper & Crane Dewese Atty's for Pl'ff.

The State of Ohio
County ss. } Howard M. Carper one of the Attorneys for the above named Plaintiff being duly sworn, says that he believes the statement in the foregoing Petition to be true. He further says that the said Plaintiff is a corporation and the affiant is the Attorney for said Corporation: That the said action is founded on a written instrument for the payment of money only, which instrument is in his possession.

Howard M. Carper.

Subscribed by Howard M. Carper in my presence, and sworn to by him before me, this 28th day of September A.D. 1882

Seal

J. D. Burgan, Clerk.

Note. (No 7760)

" Due 12 Aug. Delaware, O July 10th 1882 "
" $1000.00 Thirty days after date for value received, we jointly "
" and severally promise to pay to the First National Bank of Delaware "
" at its Banking House in Delaware, One Thousand Dollars with "
" interest at the rate of eight per cent per annum, after maturity. "
" And we hereby authorize and empower any Attorney at Law in "
" the State of Ohio, at any time after the above sum becomes due, with "
" or without process, to appear for us, or either of us, in any Court of "
" Record in the State of Ohio and confess judgement in favor of said "
" Bank for the said amount, interest, and costs against us or any "

" of us, and to release all errors, and writs of errors, and the right of "
" second trial, and the right of appeal and stay of executions. "
" Witness our hands and Seals, this 10th day of July 1882. "
" John Rogers [L.S.] "
" Howard Rogers [L.S.] "

The First National Bank of Delaware Ohio, Plaintiff
vs.
John Rogers and Howard Rogers, Defendants

In Court of Common Pleas
State of Ohio, Delaware County, ss.
Defendants Answer

Answer
4116

And now come John Rogers and Howard Rogers the above named Defendants, by the undersigned their Attorney, and enter 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 Thousand and Nine Dollars and Ninety Cents, the amount appearing due for principal and interest upon 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 upon by virtue of any execution issued on the judgement in this case is hereby waived.
September 25th A.D. 1882.

R. L. Woodburn Atty for Defts

The First National Bank of Delaware Ohio Plaintiff
vs
John Rogers and Howard Rogers Defendants

Entry

Entry
4116

This day came the Plaintiff by Carper & Van Deman its Attorneys and thereupon came R. L. Woodburn one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendants herein, and by virtue of the 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 $1009 20/100. It is therefore considered that said Plaintiff do recover of said Defendants the said sum of $1009 20/100 so as aforesaid confessed to be due together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Afterward on the 24th day of February A.D. 1883, an Answer was filed with the Clerk of said Court which reads as follows, viz:-

The First National Bank of Delaware, Ohio, Plaintiff
Against
John Rogers and Howard Rogers Defendants

Court of Common Pleas
Delaware County, Ohio.
Answer of Howard Rogers.

Answer
4116

And now comes the said Howard Rogers defendant and for his Answer to the petition of plaintiff

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Reply
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says that he denies the allegations of the said petition that he made or signed the promissory note and warrant of Attorney in the petition mentioned and described. He denies that he owes or did owe the plaintiff the sums in the petition claimed or any other sum of money whatever upon said promissory note or otherwise. He denies that he signed said power of attorney mentioned in the petition and he says that he never signed said promissory note or warrant of Attorney or either or both of them together and he further says that he never authorized them or either of them to be signed for him and he never assented to them in any way after they were signed. Defendant says that his signature to the same is false, forged and fraudulent. Wherefore he prays that said Action be dismissed as to him and that he recover his costs.

J. Hipple Atty. for Deft. Howard Rogers

State of Ohio
Delaware County, ss. } Howard Rogers Defendant being duly sworn on his oath says the facts stated in the foregoing Answer are true as he verily believes.

Howard Rogers.

Sworn to by said Howard Rogers before me, and by him subscribed in my presence this 22nd day of February 1883.

Wilbur H. Barker Notary Public in and for said County.

(Seal)

Afterwards on the 28th day of March A. D. 1883 a Reply was filed with the Clerk of said Court which reads as follows, viz:

The First National Bank of Delaware, Ohio, Plaintiff
Against
John Rogers et Howard Rogers, Defendant

Court of Common Pleas, Venue County, O.
Reply to Answer of Howard Rogers

Reply
4116

And now comes the plaintiff and for reply to the answer of the defendant Howard Rogers says that it denies each and every allegation set up in said answer, and it further says that the said defendant should not be allowed to set up any defense to said petition because it says that at the time the said note in the petition became due, the said Howard Rogers defendant was notified thereof and was shown the said note and his signature thereto and was notified to pay or arrange the same, by this plaintiff, and thereupon said Howard Rogers defendant remarked to this plaintiff that he supposed the said note had been paid, and he did not then say to this plaintiff, or notify it or any of its officers that he had not signed the same or that it was not his note or signature or that his name had been signed thereto without his authority or knowledge or consent or that the said note was a forgery, nor did the said Howard Rogers in any way or manner intimate to this plaintiff or its officers that the same was a forgery, but on the contrary thereof was entirely silent as to any claim of the same being a forgery; that at the time the said note became due and for more than thirty days thereafter, the said John Rogers, who was the principal in said note had in his possession and subject to levy by execution a large amount of personal property in the County of Delaware in said State which was

unincumbered, consisting of horses, cattle, sheep and farming utensils and other personal property out of which the said debt and note of plaintiff could have been made and collected by execution against said John Rogers, but which had all been seized on other executions on other judgments, before the judgment in this case was rendered herein, so that nothing could be realized at the time the judgment was taken in this case on the execution issued thereunder: that if the said Howard Rogers at the time of said conversation aforesaid with the plaintiff, when said note became due or within thirty days thereafter had notified this plaintiff or its officers that his signature thereto was a forgery, this plaintiff would at once have taken judgment against the said John Rogers on said note and would have caused the said personal property of the said John Rogers to have been seized in execution and this plaintiff could have thereby secured and realized the whole amount of said debt and note, and plaintiff says that in consequence of the said Howard Rogers keeping silence as aforesaid whereby this plaintiff was prevented as aforesaid from taking legal steps and securing said claim, the said Howard Rogers is stopped from setting up the defense he has set up in his answer or from making any defense thereto: that if the said Howard Rogers had any defense to said note, it was his duty to have disclosed the same to plaintiff when said note was shown him: that he never claimed to plaintiff or to any one to the knowledge of plaintiff that the same was a forgery until after the judgment had been taken in this case and after executions had been levied on his property in this case, at which time all the property of the said John Rogers had been exhausted by prior liens on other judgments and executions. Whereupon the plaintiff asks judgment as it has asked in said petition

Robinson & Piper and Harper & Van Duncan
Attys for Plaintiff

The State of Ohio }
County of Seneca, ss } John D. Van Duncan being sworn on his oath says he is one of the attorneys of the plaintiff, that the plaintiff is a corporation and a non resident of said County and that he believes the statements of the foregoing reply to be true

John D. Van Duncan

Sworn to by John D. Van Duncan before me and by him subscribed in my presence this 28th day of March A.D. 1883.

J. P. Burgner, Clerk

Afterward on the 21st day of September A.D. 1883, an Entry was made in the Journal by the Clerk of said Court which reads as follows, to-wit:-

First National Bank of
Delaware, Ohio, Plaintiff
vs.
John Rodgers et al Howard Rodgers, Defendants

7116
Entry

September Term, 1883.
Jury Trial.

This day came the parties by their attorneys, and this cause came on to be tried; and thereupon came a jury, to wit:- Elbert Tobey, Lewis Brown, W. H. Willis, Cicero Kent,

Motion for New Trial
7116

Entry

Walter Bates, James Poling Jr., George Goss, Levi Scuffin, W. H. Gordon, W. R. Robinson, Lewis Tigley and Jas. Mitchell who, being duly empannelled and sworn to well and truly try the issue joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties, or discharged by the Court, and after hearing the testimony, arguments of counsel, and charge of the Court; the said jurors retired to their room to deliberate upon their verdict and after due deliberation returned into open Court and presented their verdict in writing, in the words and figures following, to-wit:-

Verdict

State of Ohio Vinton County ss. September Term 1883, to-wit-Sept. 21st 1883.
No. 1116. First-Natl. Bank of Del. Ohio, Plaintiff vs. John Rodgers et al Howard Rodgers Defts.
We the jury in this case being duly impaneled and sworn do find and say that we find for the defendant Howard Rodgers

W. H. Willis, Foreman.

Afterward, on the 22nd day of September A. D. 1883, a motion for New Trial was filed with the Clerk of said Court which reads as follows, to-wit:-

Motion for New Trial
1116

First-National Bank of Delaware, Ohio.
vs.
John Rogers et al Howard Rogers

Court of Common Pleas, Vinton County, Ohio.

The plaintiff moves the Court to vacate the said verdict of the jury given for Defts. & grant a new trial for the following causes: 1st For irregularity in the proceedings of the jury and the Court by which plaintiff was prevented from having a fair trial.
2nd Misconduct of the jury and of the defendant and of the defendants Attys.
3rd Accident and surprise ordinary prudent could not have provided against.
4th The verdict is not sustained by sufficient evidence and is against the weight of evidence and contrary to law.
5th For error of law occurring at the trial and excepted to by the plaintiff.
6th For other causes. Casper & VanDuman, Robinson & Piper Attys for Pff

Afterward on the 3rd day of October A. D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:

Entry

The First National Bank of Delaware, Ohio.
vs.
John Rogers and Howard Rogers.

This day this cause came on for hearing on the motion for a new trial and to set aside the verdict herein and was argued by counsel, on consideration whereof the Court doth overrule said motion to which ruling of the Court the said plaintiff did except and tendered its Bill of Exceptions to the Court and asked that the same be allowed, signed and sealed by the Court and ordered to be made part of the record in this case. All which is accordingly done and it is hereby ordered that said Bill of Exceptions be made part of the record in this case and this order be entered on the journal of this Court. It is therefore ordered and adjudged that the said defendant Howard Rogers go hence and recover of the plaintiff his costs herein expended taxed at $ and that the plaintiff pay its own costs to which ruling and judgment of the Court the said plaintiff did also except. Attest- J. L. Burgner By A. R. Burgner

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 8th day of September in the year of our Lord one thousand eight hundred and eighty four. Whereupon, to-wit on the 20th day of October A.D. 1884 the following Petition was filed with the Clerk of said Court, viz:-

Petition

John L Brown Plaintiff

vs.

Susannah Sewell, George Sewell her husband,
Anna E. Foreman, Albert Foreman her husband,
Daniel C. Brown
Rachel M. Browning, Joseph Browning her husband,
Catharine E. Wright, Edward Wright her husband,
Serepta Brown and Luckell Brown minor
children of James Wesley Brown and
Robert Robinson their Guardian, Defendants.

Court of Common Pleas,
Union County Ohio.

Petition

4635

Plaintiff says: on or about the 5th day of May A.D. 1876 one James W. Brown late of Union County Ohio died intestate seized of an estate in fee simple in the following described real estate to-wit: Situate in the said County of Union and State of Ohio bounded and described as follows: Beginning at a stone in the North line of Survey No. 4264 (a stone at the North West corner to lot No. 12 of the Sub-division of Survey No. 4264 bears S. 83° W. 5.7 67/100 poles) thence with the North line of said Survey N. 83° E 143 17/100 poles to a stone - Thence S. 8° E 90 47/100 poles to a stone on the South line of said lot No. 12. thence with said line S. 82° W 143 17/100 poles to a stone (a stone at the South West corner of said lot No. 12 bears S. 82° W. 64 3/100 poles) thence N. 8° W. 93 poles to the beginning - Containing 82 acres more or less. Part of Survey No. 4264 and being same premises set off to said Catharine Brown dec'd in case wherein Susannah Sewell and her husband George Sewell were plaintiffs and Catharine Brown et. als were defendants in Union County Pleas - See complete Record Vol. 15 P. 428. The said James W. Brown left Catharine Brown his widow to whom the foregoing described premises were set off as her dower interest in the real estate of said James W. Brown - Said Catharine Brown died on the 7th day of October A.D. 1884 leaving said premises unincumbered by her dower right. Said premises descended to the following persons, only heirs and legal representatives of the said James W. Brown deceased. 1st The plaintiff who is a son of said James W. Brown dec'd 2nd Susannah Sewell, a daughter of said James W. Brown dec'd and wife of one George Sewell.
3rd Anna E Foreman, a daughter of said James W. Brown dec'd and wife of one Albert Foreman
4th Daniel C. Brown, a son of said James W. Brown deceased.
5th Rachel M. Browning, a daughter of the said James W. Brown dec'd and wife of one Joseph Browning
6th Catharine E. Wright, a daughter of the said James W. Brown dec'd and wife of one Edward Wright
7th Serepta Brown and Luckell Brown only heirs of James Wesley Brown who was a son of said James W. Brown deceased. Said Serepta and Luckell being respectively 16 and 18 years of age and Robert Robinson being their Guardian. The parties above named have the following undivided estate in said premises:-

Praecipe

To Clerk:-

directed to

Endorse

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Summons

4635

1st. The plaintiff one undivided seventh in fee
2nd The said Susannah Sewell one undivided seventh in fee
3rd The said Ann E. Foreman one undivided seventh in fee.
4th The said Daniel C. Brown one undivided seventh in fee.
5th The said Rachel M. Browning one undivided seventh in fee.
6th The said Catharine E. Wright one undivided seventh in fee
7th The said Sceptia Brown and Lucielle Brown each one undivided fourteenth in fee.

Plaintiff therefore prays that Susannah Sewell, George Sewell her husband, Ann E. Foreman, Albert Foreman her husband, Daniel C. Brown, Rachel M. Browning, Joseph Browning her husband, Catharine E. Wright, Edward Wright her husband, Sceptia Brown, Lucielle Brown and Robert Robinson their Guardian be made parties defendant to this petition and the plaintiff desiring to hold his said interest in severally prays partition may be made of said premises or if partition can not without manifest injury be made then that the premises be sold or such other order be taken as circumstances require

Robinson & Pifer Attorneys for Plaintiff

The State of Ohio }
Union County, ss. }

John L. Brown being duly sworn according to law says the facts stated and allegations in his foregoing petition are as he verily believes true

J. L. Brown.

Sworn to before me by John L. Brown and by him subscribed in my presence this 20th day of October A. D. 1884.

J. P. Burgner, Clerk.

Praecipe — To Clerk:-

Issue summons upon the petition in the foregoing case directed to Sheriff of Union County, Ohio for above named defendants

Endorse "Petition for Partition"

Thereupon on the 20th day of October 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:-

4635 — We command you to notify Susannah Sewell and George Sewell her husband, Ann E. Foreman and Albert Foreman her husband, Daniel C. Brown, Rachel M. Browning and Joseph Browning her husband, Catharine E. Wright and Edward Wright her husband, Sceptia Brown and Lucielle Brown minors, children of James Wesley Brown and Robert Robinson their Guardian, that they have been sued by John L. Brown in the Court of Common Pleas of Union County, and that unless they answer by the 22nd day of November A. D. 1884 the petition of said John L. Brown 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 Nov. A. D. 1884. Witness my hand and the seal of said Court, this 20th day of October A. D. 1884.

J. P. Burgner Clerk.

Endorsed:- "Ins action for Partition". Robinson & Piper Pltffs Att'y's.
Writ returned and filed Oct: 24th 1884, endorsed as follows, viz:-

Sheriffs Return

The State of Ohio
Union County ss.

Sheriffs Return

Received this Writ Oct: 20th A.D. 1884, at o'clock M. and pursuant to the command, on the 24th day of October A.D. 1884 I served the same by delivering a true copy of this writ with endorsements thereon to the within named Susannah Sewell, George Sewell Anna E. Foreman, Albert Foreman, Daniel Brown, Rachel M. Browning, Joseph Browning Catherine E. Wright, Edward Wright and Robert Robinson as guardian, the within named Seepha Brown and Luthell Brown not found in my County. (reside in Iowa) Sheriffs Fees:- Service 2.10, Mileage 5.60, Copy. 2.10. Total $10. 30/100

John Hobensack Sheriff of Union Co. O.

Afterward on the 9th day of December A.D. 1884, an Entry was made on the Journal by the Clerk of said Court which reads as follows:-

John L. Brown Plaintiff
vs.
Susannah Sewell et. als. Defendants
4635- Partition

Entry

Now came on this cause to be heard by the Court and thereupon the Court find that all of the defendants have been duly served with summons and that the plaintiff is entitled to partition as prayed for in said petition.

It is therefore considered, ordered and decreed by the Court that Andrew S. Mowry, Emanuel Jarvis and Henry Knotts three disinterested freeholders of the vicinity not of kin to either party, make partition of the real estate in said petition described, and that under their oaths they set-off and assign to the plaintiff one full seventh in value of said lands, and to Susannah Sewell the one full seventh in value of said lands and to Anna E. Foreman the one full seventh in value of said lands and to Daniel W. Brown one seventh in value of said lands, and to Rachel M. Browning one seventh in value of said lands and to Catherine E. Wright one seventh in value of said lands and to Seepha Brown and Luthell Brown under the guardianship of Robert Robinson together one seventh in value of said lands and it appearing that said Susannah Sewell and D. W. Brown prefer that their two shares be set-off together, therefore the Court order said viewers to set their shares off together. And the Clerk is ordered to issue his writ of partition for that to the Sheriff, commanding him by the oaths of said commissioners he make said partition according to law and return his proceedings at this term of the court.

On the 9th day of December A.D. 1884, a Writ of Partition was issued by the Clerk of said Court which reads as follows, to-wit:-

Writ of Partition

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

4636- We command you, that without delay, by the oaths of Andrew S. Mowry Emanuel Jarvis and Henry Knotts you cause partition to be made of the following described premises, situate in the County of Union and State

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Sheriffs Return.

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Commissioners Report.

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aforesaid and described as follows, to-wit:- Beginning at a stone in the north line of Survey No. 4264 (a stone at the north west corner to Lot Leo. 12 of the Subdivision of Survey No. 4264 bears South 83° W. 57 15/100 poles) thence with the north line of said Survey N. 83° E. 143 7/100 poles to a stone. Thence S. 8° E. 99 1/100 poles to a stone in the South line of said Lot Leo. 12; thence with said line South 82° W. 143 12/100 poles to a stone (a stone at the South West corner of said Lot Leo. 12. bears S. 82° W. 67 36/100 poles) thence N. 8° W. 93 poles to the beginning containing 82 acres more or less. Part of Survey No. 4264 and being same premises set off to said Catherine Brown dec'd in case wherein Susannah Sewell and George Sewell were plaintiff and Catherine Brown et.al. were defendants, in Union Common Pleas, See Complete Record Volume 15, Page 425 among the persons herein named, and in the following proportions, to-wit: To John L. Brown one seventh part, To Susannah Sewell one seventh part, to Anna E. Torrence one seventh part, to Daniel W. Brown one seventh part, to Rachel M. Browning one seventh part, to Catherine E. Wright one seventh part, to Sceptia Brown and Luthella Brown under the Guardianship of Robert Robinson together, one seventh part. The shares of Susannah Sewell and D. W. Brown to be set off together, in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union in a certain Petition for Partition, wherein the said John L. Brown petitioner and the said Susannah Sewell 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, O, this 9th day of Dec. A.D. 1884

Seal

J. L. Burgner, Clerk

Sheriffs Return

Sheriffs Return.

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of Andrew S. Money Emanuel Jones and Henry B. Knotts causing said partition to be made, as will appear by the report of the Commissioners, herewith returned. - Sheriffs Fees:- Service 6, Mileage 1.60 Summoning and Swearing Com. 1.20. Report of Com. 2.00 Total $4.40 Com Fees 14.80 Total $19.20. Given under my hand, this 12th day of December A.D. 1884

John Hobensack Sheriff

Commissioners Report:

Commissioners Report.

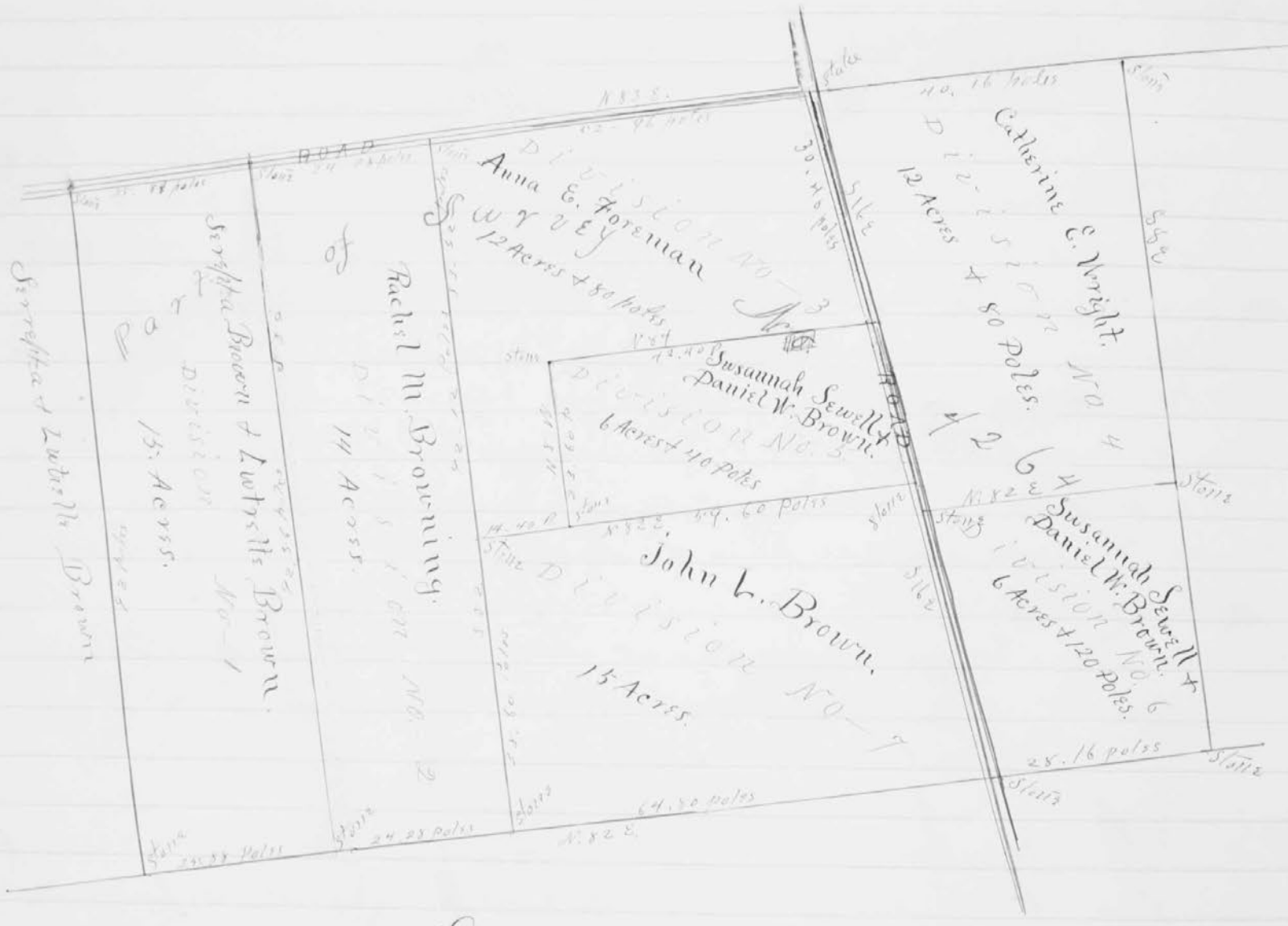
John L. Brown, Plaintiff
vs.
Susannah Sewell et.al. Defendants

Union County ss. Court of Common Pleas
In Partition.

4635-

According to the command of the Writ of Partition in this case issued, and on the call of the Sheriff of said County we, the undersigned Commissioners, after being first duly sworn and upon actual view of the premises, do make partition of the same and do set off and assign to the said Sceptia Brown and Luthella Brown (as heirs in common) Division No. one as per plat and description hereto attached containing 15 acres (the Guardian of S & L Brown is to remove the North half of the fence on the west line of Div. No one and place the same on the north half of the East line of said lot. To the said Rachel M. Browning we assign Division No. 2, Containing 14 Acres (the said Rachel M. Browning is to remove the South half of the

fence on the West line of Div. No. 1 and place the same on the South half of the East line of said lot.)
To the said Anna E. Foreman we assign Division No. 3, Containing 12 acres & 80 Pls.
To the said Catherine E. Wright we assign Division No. 4, containing 12 Acres and 80 poles.
To the said Daniel W. Brown and Susannah Sewell as tenants in common we assign Divisions No. 5 & 6 containing together 13 Acres (And we estimate the Share of Susanna Sewell is set off alone in the part of the farm in which her share and that D. W. Brown is set off to be equal to 12 Acres without the buildings and orchard).
To the said John L. Brown we assign Division No. 7 containing 15 Acres.



Description

Division No. One — Situate in the County of Union and State of Ohio and in the Virginia Military District. Part of Survey No. 4264 and described as follows: Beginning at a stone in the North line of said Survey No. 4264 (a stone at the North West corner of Lot No. 12 of the subdivision of said Survey No. 4264 bears S. 83° W. 47 65/100 poles) Being the North East corner of Serepta and Luthella Browns land, thence with the East line of said land S 8° E 93 poles to a stone corner to said land in the South line of said lot No. 12, thence with said line N. 82° E. 25 85/100 poles to a stone, thence N. 8° W. 92 4/6/100 poles to a stone in the North line of said Survey No. 4264 thence with said line S 80° W 25 85/100 poles to the beginning Containing 15 Acres.

Division No. Two. — Situate in the County of Union and State of Ohio and part of Virginia Military Survey No. 4264 and bounded and described as follows:- Beginning at a stone in the North line of said Survey No. 4264 and North East corner to Serepta and Luthella Brown's land, thence with the East line of said land S. 8° E. 92 4/6/100 poles to a stone corner to said land in the South line of lot No. 12 of the Subdivision of said Survey No. 4264, thence with said line N. 82° E. 24 28/100 poles to a stone thence N. 8° W. 92 12/100 poles to a stone in the North line of said Survey No. 4264 Thence with said line S 83° W. 24 28/100 poles to the beginning. Containing 14 Acres.

Division No. Three. ~~~ Situate in the County of Union and State of Ohio and being part of Virginia Military Survey No. 4264. Bounded and described as follows:- Beginning at a stake in the center of the Marysville and Kenton Road and in the North line of said Survey No. 4264 Thence with said line S. 83° W. 32 96/100 poles to a stone North East corner to Rachel M. Browning's land, Thence with the East line of said land S. 8° E. 43 12/100 poles to a stone corner to John L. Brown's land, Thence with the North line of said land N. 82° E. 14 50/100 poles to a stone, thence N. 8° W. 23 50/100 poles to a stone Thence N. 84° E. 12. 70/100 poles to a stake in the center of said Marysville and Kenton Road, thence with the center of said road N. 16° W. 30 70/100 poles to the beginning. Containing 12 acres and 80 poles.

Division No. Four:- Situate in the County of Union and State of Ohio and being part of Virginia Military Survey No. 4264. Bounded and described as follows: Beginning at a stake in the center of the Marysville and Kenton Road and in the North line of said Survey No. 4264, Thence with said line N. 83° E. 40 60/100 poles to a stone, thence S. 8° E. 54 80/100 poles to a stone corner to the lands of Daniel M. Brown and Savannah Sewell. Thence with the North line of said lands S. 82° W. 32 80/100 poles to a stake in the center of said Marysville and Kenton Road - thence with the center of said road N. 16° W. 46 poles to the beginning Containing 12 Acres and 80 poles.

Division No. Five: ~~~ Situate in the County of Union and State of Ohio and being part of Virginia Military Survey No. 4264. Bounded and described as follows: Beginning at a stake North East corner to John L. Browns land in the center of the Marysville and Kenton road, thence with the center of said road N. 16° W. 22 45/100 poles to a stake corner to Anna E. Foreman's land, thence with a line of said land S. 84° W. 42 50/100 poles to a stone, thence with another line of said land S. 8° E. 23 50/100 poles to a stone corner to said land in the North line of said John L. Browns land. Thence with said line N. 82° E. 45 20/100 poles to the beginning containing 6 Acres and 40 poles.

Division No. Six: ~~~ Situate in the County of Union and State of Ohio and being part of Virginia Military Survey No. 4264. Bounded and described as follows. Beginning at a stone in the center of the Marysville and Kenton Road and in the south line of lot No. 12 of the subdivision of said Survey No. 4264, Thence with said line N. 82° E. 28 16/100 poles to a stone, Thence N. 8° W. 35 52/100 poles to a stone, Thence S. 82° W. 32 88/100 poles to a stake in the center of said Marysville and Kenton Road, Thence S. 16° E. 35 88/100 poles to the beginning. Containing 6 Acres and 120 poles.

Division No. Seven — Situate in the County of Union and State of Ohio and in the Virginia Military District Part of Survey No. 4264 and bounded and described as follows:- Beginning at a stone in the center of the Marysville and Kenton Road and in the South line of lot No. 12 of the sub division of said Survey No 4264, Thence with said line S. 82° W. 64 50/100 poles to a stone corner to Rachel M. Browning's land, Thence with the east line of said land N. 8° W. 38 60/100 poles to a stone, Thence N. 82° E. 49 60/100 poles to a stake in the center of said Marysville and Kenton Road, Thence with the center of said road S. 16° E. 39 poles to the beginning containing 15 Acres.

Commissioners Fees:- Samuel Jarvis 2 days Commissioner $2.00
Henry B. Knotts " " " 2.00
Wm P. Brightsher " " " 2.00
A. S. Mowry 1½ days Surveyor & " 6.00
Same For Plat & Discription 2.00
(For other help there was no charge made) $14.00

Given under our hands, this 11th day of December A.D. 1884.

Andrew S. Mowry
Emanuel Jarvis
Henry B. Knotts
} Commissioners

Afterward, 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:-

4634 John L. Pearce
vs.
Susanah Sewell et al.

Partition Confirmed

This day came on this cause to be heard on the report of the Sheriff and Commissioners in partition in which a division of said lands is made among said parties, and the Court being fully advised in the premises do confirm said Report and proceedings and order that said several parties hold in severally the respective lots set off to each of them respectively. And the Court further order that each of said parties pay one seventh part of the costs of this proceeding including the Attorney fee of $12.66/100 to Robinson & Piper within ten days and in default of such payment that execution issue as upon judgement against such of said parties as shall fail to pay such share of costs.

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

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Henry Fox

Petition 3786

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Praecipe Henry Fox, C
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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 Subdivision of the Tenth Judicial District of the State of Ohio, on the 10th day of September in the year of our Lord one thousand eight hundred and eighty three. Heretofore, to-wit:

On the 5th day of March A.D. 1881, a petition was filed with the Clerk of said Court which reads as follows, to-wit:-

Petition

Henry Fox Plaintiff

vs.

John Liggett, Mary A. Fry
William Fry, Defendants

Court of Common Pleas, Union County, O.

3786

Petition

The plaintiff says:- He has a legal estate in, and is entitled to the possession of the following described premises; Situate in the County of Union and State of Ohio, being part of Virginia Military Survey No. 5261, original Survey patented to Henry Bedenger, Beginning at the South West corner of Robert Whites Survey No. 5234, Also the South West corner of said Survey No. 5261 being two white oaks a beech and sugar tree, thence South 10 E. 234 poles to the South West corner of said last named Survey being a white oak and two sugar trees, thence S. 10, E 40 poles to two sugars and a hickory, thence N. 43, E. 20 poles more or less to an old marked line, thence N. 10 W. to the South line of Robert Whites Survey being the N. W. corner of land of William Fry in said Survey No. 5261, thence South 80 W. with the South line of Robert Whites to the beginning, Containing thirty-five acres more or less. The defendants ever since the first day of October 1880, have unlawfully kept the plaintiff out of possession of said premises. The plaintiff asks judgment for the delivering of the possession of said premises to him.

P. B. Cole & Son, Attys. for Plaintiff

State of Ohio
Union County, ss.

Henry Fox being sworn says that the facts stated and allegations in his foregoing petition are true as he believes.

Henry Fox.

Sworn to before me and subscribed in my presence - March 5th 1881.

W. M. Winget, Clerk.

Praecipe

Henry Fox, Plaintiff

vs.

John Liggett, Mary A. Fry,
William Fry, Defendants

Court of Common Pleas, Union County, Ohio.

To Clerk:-

3786

Issue a summons against defendants returnable according to law.

P. B. Cole & Son Attys for Plaintiff

On the 5th day of March A.D. 1881, a Summons was issued which reads as follows, viz.

Summons

The State of Ohio
Union County, ss.

Summons.

To the Sheriff of the County of Union, Greeting:

We command you to notify John Liggett, Mary A. Fry and William Fry that they have been sued by Henry Fox in the Court of Common Pleas of Union County, and that-

and that unless they answer by the 2nd day of April A.D. 1881, the petition of the said Henry Fox 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 March A.D. 1881

Witness my hand and the seal of said Court this 5th day of March, A.D. 1881.

Seal

W. M. Winget, Clerk.

Writ returned and filed March 14th 1881, endorsed as follows: to-wit:-

Sheriffs Return.

State of Ohio
Union County ss.

Sheriffs Return

Received this Writ March 5th A.D. 1881, at 10 o'clock A. M. and pursuant to its command I served the same by delivering a certified copy thereof with the endorsement thereon to each of the within named defendants on the 14th day of March, 1881. Service $2, Mileage 2.80, Copy 60, Total $3.30

John Hobensack, Sheriff.
B. Thos. Mantie, Deputy.

Afterward on the 14th day of March A.D. 1881, an Answer was filed with the Clerk of said Court which reads as follows, to-wit:-

Answer

Henry Fox Plaintiff
vs.
John Liggett et. als Defendants

3786

Court of Common Pleas, Union County, Ohio

Answer of Defendants.

The defendants for answer to the said plaintiffs petition say they admit that they are in possession of the lands in said petition described except the defendants say said lands so described in said petition are a part of Survey No. 5611 instead of a part of Survey No. 5261 as alleged in said petition but all the other allegations of said petition are denied by the defendants.

Second: For a further defense said defendants say that the plaintiffs said cause of action did not accrue within twenty one years prior to the commencement of this action - that the defendants for more than twenty-one years last prior to the commencement of this action have held and occupied said lands claiming title and the possession thereof continuously openly, adversely and exclusively for more than twenty one years prior to the 5th day of March 1881, when said petition was filed and the plaintiffs right of action to said land is barred by the Statute of limitation of the State of Ohio.

Third: The defendants say that on or about the 25th day of August 1853 a dispute existing as to the boundry line of survey No. 5611 and the defendants and those under whom the defendants hold the said parcel in said petition described had Wm B. Irwin the County Surveyor of said County of Union make an survey of said parcel and all of the adjoining surveys and all of the claimants of said parcel, viz: E. Fields, Christian Fox, Templeton Liggett Wm Liggett, Alexander Houston and John Liggett were present when the same was done and said Irwin established the east line of Survey No. 5611 where said petition describes the plaintiffs third line and decided in his report which he recorded as his decision establishing line, that said lands in said petition described are a part of survey No. 5611 patented to James Galloway Jr. assignee of Thomas Ker. Bailey by patent bearing date April 8th 1809 under whom the defendants hold said

Entry

3786

Motion

3786

Reply

3786

3786

possession and ever since said Survey the defendants and those under whom they hold have held said peaceable, continuous adverse and open possession of said lands as plaintiff well knew. Wherefore the defendants say they own said lands in fee simple and are entitled to have and to hold the same and pray judgment against the plaintiff.

Robinson & Piper Attys. for Defendants

The State of Ohio }
Union County, ss. }

John Leggett one of the defendants being duly sworn deposes and says he believes the allegations of said Answer are all true.

John Leggett.

Sworn to before me and signed in my presence this 14th of March 1881.

W. M. Winget Clerk.

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

Entry

Henry Fox Plaintiff
vs.
John Leggett et. al. Defendants

Court of Common Pleas, Union County, Ohio

3786

This day came on this cause to be heard on the application of plaintiff to continue this cause for the reason of absence of material witness in County, which cause being found sufficient this cause is continued at the plaintiffs costs. It is therefore adjudged by the Court that defendant recover of plaintiff the costs of this term and this cause is continued.

Afterward, on the 16th day of December A.D. 1881, a Motion was filed with the Clerk of said Court which reads as follows, viz:-

Motion

Henry Fox Plaintiff
vs.
John Leggett et. al. Defendants

Union Co. Common Pleas

Motion to strike out part of Answer

3786

Now comes the Plaintiff and moves the Court to strike from the third ground of defense alleged in defendants answer the following matter as irrelevant and redundant Viz: Beginning with line eleven page two of said answer and strike out the whole of the four lines next thereto

Afterward, on December 16th 1881, a reply was filed with the Clerk of said Court which reads as follows, to-wit:-

Reply

Henry Fox Plaintiff
vs.
John Leggett et. al. Defendants

Court of Common Pleas
Reply.

3786

Now comes the plaintiff and for his reply to the second ground of defense alleged in defendants answer says; that he denies each and every allegation therein contained.

P. B. Cole & Son Attys for Plaintiffs.

Henry Fox Plaintiff
vs.
John Leggett et. al. Defendants

3786

Union Common Pleas.

Henry Fox plaintiff, being sworn

says that the facts stated and allegations in his foregoing reply are
true as he believes
Henry Fox.
Sworn to before me and subscribed in my presence, Dec. 15th 1881
Seal
R. L. Woodburn Notary Public.

Afterward on the 9th day of January A.D. 1882, an Entry was made
on the Journal by the Clerk of said Court which reads as follows, to-wit:-

3786 Henry Fox, Plaintiff
vs.
John Liggett et. al. Defendants

Entry This cause came on to be heard on
motion of plaintiff to strike out and said motion is sustained

Afterward on the 10th day of January A.D. 1882 a Demurrer was filed
with the Clerk of said Court which reads as follows, to-wit:-

Henry Fox, Plaintiff
vs.
Demurrer John Liggett et. al. Defendants

3786 Union Common Pleas
Demurrer

The plaintiff now comes and for de-
murrer to the 3rd ground of defense in the defendants answer and
for cause of demurrer says said Court does not state facts suf-
ficient to constitute a defense to plaintiffs

Afterward on the 12th day of January A.D. 1882, an Entry was made
on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Henry Fox, Plaintiffs
vs.
Entry John Liggett et. al. Defendants

3786 This day this cause came on to be heard
on the plaintiffs demurrer to the 3rd defense in the answer.
Whereupon the Court sustain said demurrer to which ruling and
judgment of the Court defendants excepted.

Afterward on the 17th day of January A.D. 1882, an Entry was made
on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Henry Fox Plaintiffs
vs.
Entry John Liggett et. al. Defendants

3786 Now came the parties hereto by their
attorneys, Also came the following named freesons as jurors, to-wit:-
John Killberry, Joseph Brice, Frank Skidmore, Wm Goff, Geo. Bucher,
Wm Jolliff, Philip Ruperight, Wm Howard, David Burr, Wm Hull,
G. L. Baldwin Talisman, Isaac Bonnesmith Talisman who
were duly impannelled and sworn according to law. And said
jury having heard the testimony addduced in part, said
cause was continued until tomorrow morning at 9 o'clock

Afterward an Entry was made on the Journal by the Clerk,
on the 18 day of January A.D. 1882, which reads as follows, to-wit:-

Entry

Henry Fox, P
vs.
John Liggett

by their attor
and sworn,
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Entry

Henry Fox, Plaintiff
vs.
John Liggett et. al. Defendants

This day again came the parties by their attorneys and also came the jury heretofore empaneled and sworn, and the trial proceeded and said jury having heard the remaining testimony And the hour of adjournment having arrived the Court discharged the jury until tomorrow morning at 8½ o'clock.

Afterward on the 19th day of January A.D. 1882, an Entry was made on the Journal by the Clerk of said Court which reads as follows:-

Entry

Henry Fox Plaintiff
vs.
John Liggett et. al. Defendants

3786

This day came said parties by their attorneys, and also came the Jury heretofore empaneled and sworn and the trial proceeded, and the said jury having heard the argument of counsel and charge of the Court, retired to their room in charge of the Sheriff for deliberation. And now come the said jury into open Court with their verdict in writing signed by their foreman and say:-

Civil Action. Verdict.

The State of Ohio Union County, ss. January Term, A.D. 1882.

3786 To-wit: January 1882.

Henry Fox, Plaintiff vs. John Liggett et. al. Defendants.

We, the jury in this case, being duly impaneled and sworn do find and say that we find for the defendants

Isaac Bowersmith Foreman.

Afterwards on the 20th day of January A.D. 1882, a Motion was filed with the Clerk of said Court which reads as follows:-

Motion

Henry Fox Plaintiff
vs.
John Liggett et. al. Defendants

3786

Union County, Common Pleas Court.
Motion for New Trial

Now comes the said Henry Fox by Doles his Attorneys and moves the Court here to set aside the Verdict and for a new trial in this action for the following reasons to-wit
1st The verdict given for defendants in this case is against and contrary to the weight of evidence and the law of the case.
2nd That the Court erred on the trial of this case in charging the jury as requested by the defendants.
3rd That the Court erred in this case in refusing without qualifications to give the following charge to the jury as requested by plaintiff, to-wit:- That if the jury find from the preponderance of evidence that within 21 years last prior to the commencement of this suit, the defendant John Liggett made or caused to be made offers at three or more different times to Dr Erastus Fields to purchase the title or claim of title to the land in

controversy and that said Fields then had the actual title to said land and that if they find that within said 21 years said defendant Liggett made an offer to purchase from the plaintiff said title and that the plaintiff then had the title previously held by said Fields, such acts and offers by said defendant to purchase said title would be a recognition of said title and under such circumstances these acts would raise the presumption, that the possession by the defendants of said land were not hostile to and exclusive of the plaintiffs title.

Afterward on the 6th day of February A.D. 1882, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to wit:

Entry

Henry Fox Plaintiff

vs.

John Liggett et. al. Defendants

Ejectment.

3786

The jury in this action having on a former day of this term rendered a verdict for the defendants and this cause coming on for hearing on the motion of the plaintiff to set aside the verdict and for a new trial herein and the Court on consideration do overrule the same. It is therefore considered by the Court that the said defendants go hence without day and recover from the said plaintiff their costs herein expended taxed to $ To all of which rulings, order and judgment the plaintiff did then in open Court except and did pray the Court to allow, sign and seal his bill of exceptions all of which was accordingly done and ordered to be made a part of the Record in this case.

Afterward on the 6th day of February A.D. 1882, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

Henry Fox Plaintiff

vs.

John Liggett et. al. Defendants

3786

Now comes the said Henry Fox and presents to the Court his certain bill of exceptions herein which being found by the Court to be true, is allowed signed and sealed and on motion is hereby made part of the record of this case.

Afterward on the 6th day of February the following Bill of Exceptions was filed with the Clerk of said Court to-wit:-

Bill of Exceptions

The State of Ohio, Union County ss.

Henry Fox, Plaintiff

vs.

John Liggett, Mary Ann Fry & William Fry, Defendants

Court of Common Pleas.

3786

Bill of Exceptions

Be it remembered that on the trial of said case at the January Term A.D. 1882, of the Court of Common Pleas of Union County, Ohio, before the Hon. John L. Porter presiding Judge and a jury empanneled and sworn in said cause, the plaintiff to maintain the issue on his part offered evidence tending to prove that the land and real estate in the petition described was

part of the Survey entered on and patented to Henry Beddinger No 4261 in the Va. Military District and part of Survey No. 6310 patented to William Pelham in said Va. Mil. District: and to show that the title to said real estate was in the said plaintiff then and at the commencement of said suit. And the defendant John Liggett to maintain the issue on his part offered evidence tending to show that said real estate was part of Survey No. 3611 Va. Military District, and that the title to part of said real estate was then, and at the commencement of said suit in him the said John Liggett, and that the title to the residue of said land was at the commencement of said suit and at said trial in the said Mary A. Frey. The said defendant John Liggett further to maintain the issue on his part offered testimony tending to prove that he had been in the actual, adverse, continuous and exclusive possession of said real estate for more than 21 years last prior to the commencement of this suit. And thereupon the plaintiff further to maintain the issue on his part offered testimony tending to show that in the fall of 1860 the said John Liggett defendant offered to buy of one Erastus Fields, who was then the owner of the title under which the plaintiff now claims said real estate, and that said Liggett then offered said Fields, one hundred dollars for his (Fields) title and interest in that part of the said land in dispute between them then and now, and at another time in the year 1860 the said John Liggett again caused to be offered to said Fields the sum of one hundred dollars for said title and claim of title of said Fields in his Liggetts part of said land so claimed by said Liggett and now in dispute between them, if the said Fields would convey the same to said Liggett. The said offer was twice renewed to said Fields by said Liggett in the year 1861. The said Fields then and since 1853 was the owner of Survey No. 4261 patented in the name of Henry Beddinger Patentee. The said plaintiff further to maintain the issue on his part offered testimony tending to prove that Fields refused to accept one hundred dollars from said Liggett for the part of said land claimed by said Liggett or to sell at all unless the balance of the land in dispute, including that part now claimed by said Frys defendants, but then claimed by one Parrott but then in the possession of said Frys under said Parrott. And for his whole title to all the land in dispute as well that claimed by the said Parrott and Frys as by said Liggett, he the said Fields would be willing to take two hundred dollars and convey to them his whole title in all the disputed land whereupon the said Liggett went to see said Frys to learn if they would go into the arrangement and immediately afterwards wrote to said Fields a letter of which the following is a copy.

"New Californica, Dec. 15th 1861

Dr. Fields, Dear Sir:

I have seen Mr. Wm Frey but he can do nothing without Parrots advise advice on the matter. I have nothing further to say until times is better

Respectfully Yours (signed) John Liggett.

Testimony had been given tending to show that said Parrott was then absent in England. Plaintiff further offered evidence tending to show that on the day of A.D. 1880, said Fields sold and conveyed his said title and claim to said real estate to Henry Fox Plaintiff and that afterwards on the 18th day of February 1881 the said John Liggett offered to this plaintiff one hundred dollars for his said title and claim to the [illegible] part of said land so claimed by said Liggett. Plaintiff offered evidence further tending to prove that at the time said offers were made by said Liggett to said Fields, said Fields was ignorant that said Liggett was in the possession or occupancy of said real estate or that said Liggett claimed to be in any adverse possession thereof. testimony being given tending to show that said Fields resided some seven or eight miles distant from the land. Thereupon the plaintiff admitted as part of the case that the testimony showed that the said Fry, under said Parrott from whom they derived their claim and by themselves they had, had held adverse possession of the part of said land claimed by them being about seven acres for more than 21 years next prior to the commencement of this suit. The plaintiff further to maintain the issue on his part offered evidence tending to show that said Liggett was not in the possession of the said estate and did not inclose or occupy the same or any part thereof prior to the year 1864. The defendants offered evidence tending to show that the said offers to purchase by said Liggett were nothing but offers to compromise a dispute about the land and the defendant at the time he made such offer declared that he claimed the land himself and was holding the same in person adversely himself and would give $100 only to avoid a land suit and that this was so understood by said Fields and by the plaintiff whom said offers were made by him. Thereupon the plaintiff and defendants having respectively rested their cause and defense and the testimony having all been offered and the Court having completed its charge on the rules of law governing adverse possession to constitute a defence by 21 years, to which neither party excepted. Thereupon the plaintiff asked in writing that the Court further charge the jury the following instructions; to-wit:- "That if the jury find that within 21 years last prior to the commencement of this suit the defendant John Liggett made or caused to be made offers at three or more different times to Dr. Erastus Fields to purchase his title or claim of title to the land in controversy" and that said Field then had the actual title to said land and if they find that within said 21 years said defendant made an offer to purchase from the said plaintiff said title, and that the plaintiff then had the title previously held by said Fields such acts and offers by defendant to purchase said title would be a recognition of said title, and under such circumstances these facts would raise the presumption that the possession by defendant of said land was not hostile to, and exclusive of the plaintiff's title." To which the defendants objected unless there was added to said special instructions asked by the plaintiff the following and defendants asked the Court to add this following to the charge asked by the plaintiff, to-wit:- "But if such offers were to pay a small sum merely to prevent a law suit and the defendants did not acknowledge the plaintiffs right to the

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vs.
John Liggett

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land, or the possession thereof in that or any other way, there the defendant's possession would continue the same as before, irrespective of such offer or offers. To this last-requested the plaintiff objected, and requested the Court to either charge, or refuse to charge, the special matter so requested by plaintiff without addition or qualification, this the Court refused to do unless the matter so requested by the defendant was added as requested by defendant Liggett. And the Court did then proceed to charge the jury the said matter requested by the plaintiff with the said matter requested by the defendants added thereto, to which refusal of the Court to charge as requested by the plaintiff without qualification the plaintiff then excepted, and the plaintiff also excepted to the charge as given, as well as to the special matter requested to be charged by the defendant. The plaintiff by his counsel in the presence of the jury, and in open Court at the time did except.

And thereupon the plaintiff did at the January Term A.D. 1882 and within three days after the rendition of said verdict in said case file his motion for a new trial of said cause and to set aside said verdict rendered in said case for reasons and on the grounds therein stated, and said motion was argued by Counsel on consideration whereof the Court did overrule said motion and and did proceed to render judgement on said verdict in said case Thereupon at said same Term of Court the plaintiff did present to the Court this his true bill of exceptions and prayed the Court to allow and sign and seal the same and to order that the same be made a part of the record in said case all of which is accordingly done this 6th day of February A.D. 1882.

John L. Porter Judge Seal

Afterward on the 10th 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:-

Henry Fox, Plaintiff

vs.

John Liggett Defendant

Entry

3786

Cause continued by agreement.

Afterward on the 6th day of September A.D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:

Entry — Henry Fox, Plaintiff
vs.
3786 — John Liggett Defendant

By consent of parties the entry of continuance in this cause is set-aside and cause set for trial at this April term.

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

Entry — Henry Fox Plaintiff
vs.
3786. — John Liggett, Defendant.

April Term, 1883. Jury Trial.

This day came the parties by their attorneys and this cause came on to be tried; and thereupon came a jury, to-wit: W. C. Vanmeter, John Conner Jr., James Mitchell, W. R. Robinson, W. H. Jordon, James Poling, Lewis Higley, George Moore, W. H. Wilkes, Lewis Brown, Cicero Kent and Levi Spauffin, who, being duly empanneled and sworn to well and truly try the issue, joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties or discharged by the Court, and after hearing the testimony, arguments of counsel, and charge of the Court, the said jurors retired to their room to deliberate upon their verdict, and after due deliberation, returned into open Court and presented their verdict in writing, in the words and figures following, to-wit:-

Verdict.

The State of Ohio, Union County, ss. April Term, A.D. 1883, to-wit: Sept. 8th 1883.
Henry Fox, Plaintiff vs. John Liggett Defendant.

We the jury in this case, being duly impaneled and sworn do find and say that we find for the defendant.

Levi Spauffin, Foreman.

Afterward, on the 8th day of September A.D. 1883, A motion for New Trial was filed with the Clerk of said Court which reads as follows, to-wit:-

Motion — Henry Fox Plaintiff
vs.
John Liggett, Wm. Fry,
and ___ Fry, Defendants.
3786

Union County, Common Pleas Court.
Motion for New Trial.

Now comes plaintiff and moves the Court to set-aside the verdict this day rendered herein and grant a new trial in this case for the following causes:-

1st " There was irregularity in the proceedings of the Court and jury by which the plaintiff was prevented from having a fair trial.
2nd " There was misconduct of the jury and of the defendants.
3rd " That the verdict of the jury is not sustained by the evidence and is contrary to law
4th " There was error of law and decay at the trial and excepted to by the plaintiff.
5th " There was error of the Court in its charge to the jury.
6th There was Error of the Court in refusing to charge the jury as requested by the plaintiff

Afterward on the 3rd day of October A.D. 1883, an Entry was made on the Journal by the Clerk of said Court, which reads as follows, to wit:-

Entry

Henry Fox, Plaintiff
vs.
John Liggett, Defendant

3786

This day this cause came on to be heard on the motion of Plaintiff to set aside the verdict of the jury and grant a new trial herein for reasons contained in said motion. And the Court being fully advised in the premises overrules said motion to which overruling of said motion the Plaintiff by his attorneys then and there excepted and asked the Court to allow, sign and seal his bill of exceptions which was accordingly done. It is therefore considered ordered and adjudged by the Court that the defendant recover of the plaintiff his costs herein expended taxed at $ and that the defendant go hence without day.

Afterwards on the 12th day of January A.D. 1884, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to wit:-

Entry

Henry Fox Plaintiff
vs.
John Liggett et. al. Defendants

3786

This day came the said Henry Fox and presented to the Court his certain bill of exceptions herein which being found by the Court to be true is allowed, signed and sealed and on motion is hereby made part of the record in this case

Afterwards on the 12th day of January A.D. 1884, the following Bill of Exceptions was filed with the Clerk of said Court:-

Bill of Exceptions

Henry Fox, Plaintiff
vs.
John Liggett Defendant.

Court of Common Pleas
Bill of Exceptions

Be it remembered that on the trial of this action at the September Term of the Court of Common Pleas of the County of Huron and State of Ohio, before the Hon. John A. Price, presiding judge and a jury empannelled and sworn in said cause, the plaintiff to maintain the issue on his part offered evidence tending to prove that the land and real estate in the petition described was part of two Surveys in the Virginia Military District to-wit part of Survey No. 3261 entitled in name of and patented to Henry Beddinger and the other part of Survey No. 6310, patented to William Pelham and that the legal title to said lands was in the said plaintiff then, and at the commencement of said suit. And the defendant John Liggett to maintain the issue on his part offered evidence tending to show that he was then and has been for more than 21 years last prior to the commencement of said action in actual, open, notorious, peaceable, continuous and adverse possession of said land. And the plaintiff Henry Fox further to maintain the issue on his part and to rebut the evidence so offered by the defendant Liggett gave evidence tending to show said Liggett did not hold

actual and adverse possession of any part of said land for twenty one years prior to the commencement of this suit, that any possession of said land held by the said John Leggett Defendant during any part of the 21 years last before the commencement of said suit was not actual, peaceable, exclusive, continuous and adverse but that the same was held in recognition of the title of the plaintiff and those under whom the plaintiff claims and for this purpose the plaintiff gave testimony tending to prove that in the fall of 1860 the said John Leggett offered to buy of Dr. Erastus Fields who was then the owner of the title under which the plaintiff now claims said land, and that said Leggett then offred said Fields one hundred dollars for his Fields title and interest in the part of said land in dispute between them then and now. And at another time in the year 1860 the said John Leggett again caused to be offered to said Fields the sum of one hundred dollars for said title and claim of title of said Fields in the part of said land claimed by said Leggett then and now, if said Fields would convey the same to him Leggett and said offer was twice renewed by said Leggett to said Fields in the year 1861, said Fields was then and had been since 1853 the owner of Survey No. 261 patented to Henry Beddinger.

The plaintiff further to maintain the issue on his part offered evidence tending to prove that said Fields refused to accept $100.00 from said Leggett for the part of said land claimed by him or to settle at all unless the balance of the land in dispute including the part claimed by said Frys defendants under one Parrott and for his whole title to all the land so in dispute as well that part claimed by said Parrott and Frys as the part claimed by said Leggett. The said Fields would take two hundred dollars and convey to them his whole title in all the disputed land. whereupon the said Leggett went to see said Frys to learn if they would go into the arrangement and immediately afterwards wrote to said Fields a letter, which is hereto attached and marked exhibit "A" and which was had in evidence to the jury. Testimony had been given tending to show that said Parrott was then absent in England.

Plaintiff further offered evidence tending to prove that on the day of 1880 said Fields sold and conveyed his said title and claim to the plaintiff Henry Fox.

Plaintiff offered evidence tending to prove that at the time said offers were made to said Fields, he the said Fields was ignorant that said Leggett was in the possession or occupancy of said land, or that said Leggett claimed to be in adverse possession thereof. testimony being given tending to prove that said Fields resided some seven or eight miles distant from said land, testimony tending to prove which was given by the depositions of said Fields which is hereto attached and marked exhibit "B". Thereupon the plaintiff as part of the case admitted that the said Frys claiming under said Parrott had held adverse possession of the part they defend for, being seven Acres, for more than twenty one years prior to the commencement of this action.

Whereupon the defendant John Leggett offered evidence tending to show that he did not offer to purchase said land and that the plaintiff and the said Fields knew he was in possession of said land and claimed title thereto and the right of possession and

that in view of the dispute about the title and while he was in possession the defendant offered to compromise the dispute about the land and did offer to pay the plaintiff and also the said Fields while he claimed the land, the sum of one hundred dollars as a compromise to avoid litigation and for no other purpose, but at the same time he made said offer he declared to them that he claimed the said land himself as his own and was holding the same in possession adversely himself and would give $100.00 only to avoid a law suit and this was understood by the said Fields and the plaintiff at the time when said offers were made to them and neither party offered any other or further testimony upon the issue of the Statute of limitations in this case.

And thereupon the plaintiff asked the Court to charge the jury, that if within twenty one years last prior to the commencement of this action the defendant John Liggett made or caused to be made offers at three or more different times to Dr. Charles Fields to purchase his title or claim of title to the land in controversy in this case between said Liggett and the plaintiff and that said Fields then had the actual title to said land and that within said twenty-one years said defendant made offers to purchase from the plaintiff said title, and that the plaintiff had the title previously held by said Fields, such acts and offers by defendant to purchase said title, would be a recognition of said title and that under such circumstances, these facts would raise the presumption that the possession by the defendant of said land was not hostile to and exclusive of the plaintiffs title, which instructions the Court refused to charge the jury but did charge the jury that the possession of the defendant in order to defeat the plaintiffs title must have been an open, notorious, actual, adverse, and continuous possession for twenty-one years before the action was brought and that if during that time he yielded his possession or claim to the land in his possession for one moment, it would be insufficient and that an offer to buy the land from plaintiff or Dr Fields while he owned it without claiming the land at the time himself would be a surrender of his adverse claim but the defendant might offer to compromise a threatened law suit and not lose any rights if the party to whom such offer was made knew the offer was made for such purpose and not merely to buy the land and so if the jury find that defendant did offer to give the plaintiff and Dr. Field $100.00 for his claim for the land in dispute, merely to compromise the dispute and avoid a law suit, and yet at the same time told them he did so for a compromise and that he still claimed the title and the adverse possession then he would not by such offer to buy as a compromise lose any right under the Statute of limitations. It is for the jury to say and judge from the evidence whether such offer was in fact made to buy the land conceding the plaintiffs right or was it made and understood to be made simply as an offer of compromise while claiming the land and the possession in himself. In the former case the possession would cease to be adverse and defeat the defendants possession and in the latter case it would not. The plaintiff further

requested the Court to charge the jury that the evidence to establish adverse possession must be "clear and convincing" and not merely a preponderance. This the Court refused to charge as requested but did charge the jury that there the defendants must prove the adverse possession by a fair preponderance of all the evidence but no more than such fair preponderance is required.

The plaintiff further requested the Court to charge the jury that in order to sustain the defence of adverse possession the possession must be hostile and therefore it must be brought home to the knowledge of the owners," which charge the court refused to give, but did charge the jury that the possession must be adverse and hostile open, notorious, actual and continuous so it could be seen but need not be actually known by the claimants of the land. To all of which refusals to charge the plaintiff by his counsel and in the presence of the jury and in open court did except: and thereupon the plaintiff did at the September Term of said Court 1883 and within three — after the rendition of said verdict in said case file his motion for a new trial of said cause and to set aside the said verdict rendered therein for reasons and on the grounds therein stated and said motion was argued by counsel on consideration whereof the Court did overrule said motion and did proceed to enter judgment on said verdict in said case

And thereupon at the same Term of said Court the plaintiff did present to the Court this his Bill of exceptions and prayed the Court to allow sign and seal the same and to order that the same be made a part of the record in said case all of which is accordingly done this 12th day of January AD 1884

John A Price [Seal]
Judge of Common Pleas Court
3rd Subdivision 10 Judicial Dist of Ohio

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

Petition

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

Petition

John L. Powers, Plaintiff

vs.

Charles A. Powers, William M. Powers, Joseph W. Powers, Phoebe A. Harris, and George W. Harris her husband, Napoleon B. Powers, James T. Powers, Nancy T. Powers, Thomas A. Powers, and Ellen Powers, widow of Joseph Powers deceased. Defendants.

Court of Common Pleas Union County Ohio.

Petition.

4768

The plaintiff John L. Powers says: That on or about the 9th day of September A.D. 1882 Joseph Powers late of Union County Ohio died intestate seized of an estate in fee simple in the one half of the following described real estate. The other one half belongs to Ellen Powers his widow, jointly by purchase - on which said Ellen Powers now resides - Said real estate is situate in Marysville in the County of Union Ohio, to-wit:- Being part of Survey No. 3354. Beginning at a stake in the South margin of the Marysville and Bellefontaine Road North west corner to Maria E. Harris land, thence with her line S 8° E 83 poles to Stake witness two hickories and an elm, thence S 81° W fourteen and one half poles to a stake witness an elm, oak, hickory and ash, thence N. 9° E. W. sixty four poles to corner of Lot No. 10 corner to Wesley Simmons lot: thence with said Simmons line N. 26 poles to a stone in the South margine of the road aforesaid: thence with the South margine of said road S. 73° E. three and three fourths poles to the beginning: Containing seven acres more or less.

The said Joseph Powers deceased, as the said plaintiff further saith, was also seized of an estate in fee simple in all of the following described real estate, also situate in the County of Union Ohio, to-wit:- Recorded in Vol. 14 Page 528 Union Co. Record of Deeds - Being part of V. M. Survey No. 5416 Bounded and described as follows: Beginning at four sugar trees Northerly corner to Robert Means Survey, thence running N. 52° E. 82 poles to a red oak, ash and sugar tree in the line of Edward Powers Survey, thence with his line N. 10 W. 208 poles and 5 links to a stake, thence S. 80 W. 226 poles to a stake on the west boundry line of said Survey, thence S. 10° E. 136 poles and 5 links to three sugar trees and a red oak Northerly corner to Norris Survey, thence with his line S. 38° E. 150 poles to the beginning, Containing three hundred and fifty acres more or less and being the same land conveyed by Nathan Lamme to Martha John by deed bearing date September 12th A.D. 1825.

Also another piece of land recorded in Vol. 14 Page 541 Union Co. Record of Deeds - Part of V. M. Survey No. 5416. Bounded and described as follows, Beginning at the South East corner of 330

acres of land conveyed Orland Hopkins by Stephen Mc Louis as County Auditor for Union County by Deed bearing date February 26th 1842, Reference being had thereto, running North and South fifty rods and East and West 80 Rods so as to contain Twenty five acres of land.

Also another piece of land, recorded in Vol. 24, Page 103 Union Co. Record of Deeds. Part of U. M. Survey No. 3354. Bounded and described as follows, Beginning at a stake and two hard head stones, South West corner of F. D. Eatons land and in the original West line of the Survey, thence with said line S. 6° 10' E 48 43/100 poles to a stake and stone, thence N. 78½ E 80½ poles to a stake and stone in the West line of Sale Mrs Meadill land, thence with her line N. 6° 10' W. 48 43/100 poles to a stake and stone corner of said Eatons land, thence with his line S. 78½ W. 80½ poles to the beginning containing twenty-five acres of land.

Also another piece of land recorded Vol. 28, Page 496 Union Co. Record of Deeds Part of U. M. Survey No. 5416 over two pinths (2/9) interest. Beginning at a hickory and two sugar trees S. E. corner to said Powers and also a corner to a partition made between said Joseph Powers and Edward Powers, thence with said Powers line N. 8° 30' W. 86 poles to a post witness a red oak and sugar tree, thence N. 82° E. 86 poles to a post witness a sugar tree, oak and hickory, thence S. 8° 30' E. 50 poles to a hickory, thence S. 50° 20' to the beginning containing twenty six acres - 2nd Lot beginning at two sugar trees and a hickory, Southerly corner to Lawrences Survey and corner to said Joseph Powers, thence with the line of said Powers N. 8° 30' W. 85 poles to a stake witness a white oak, thence S. 82° W. 52½ poles to two ashes and hickory in the Westerly line of said Lawrence Survey, thence with said line (correcting the course thereof S 39° E. 99½ poles to the beginning containing fourteen acres more or less. 3rd Lot Beginning at two ashes and a hickory Southerly corner to said Annuries land and North Westerly corner to George Groves, thence with their line crossing the Milford Road North 82° E. 53½ poles to a stake in said Annuries South Easterly corner, thence with said Annuries line N. 8° W. 23 poles and 20 links to a stake in the center of the Road leading from Marysville to Buckeye: thence with said road S. 62° W. 59 poles to a stake in said Annuries line, thence with said line S. 41° E 4 poles to the beginning. Containing four acres and 33½ poles more or less. Also two ninths (2/9) of the following: Vol. 29. Page 225, Union Co. Record of Deeds. U. M. Survey No. 5416. Bounded and described as follows: Beginning at a hickory and two sugar trees S. E. corner to said Powers and also a corner to a partition made between said Joseph Powers and Edward Powers, thence with said Powers line N. 8° 30' W. 86 poles to a post-witness a red oak and sugar tree, thence N. 82° E. 86 poles to a post-witness a sugar tree, oaks and hickory, thence S. 8° 30' E. 50 poles to a hickory, thence S. 50° 20' to the beginning containing twenty-six acres of land more or less - 2nd Lot- beginning at two sugar trees and a hickory Southerly corner to Lawrences Survey and corner to said Joseph Powers thence with the line of said Powers N. 8° 30' W 85 poles to a stake, witness a white oak, thence S. 82° W. 52½ poles to two ashes and hickory in the westerly line of said Lawrence Survey, thence with said line correcting the course thereof S. 39 E. 99½ poles to the beginning containing fourteen acres more or less. 3rd Lot- Beginning at two ashes and hickory Southerly corner to Henry Annuries land and North Westerly corner to George Groves, thence with their line crossing the Milford road N. 82° E. 53½ to a stake in said

Annuities Southerly corner, thence with said Annuities line N.8° W. 23 poles and 20 links to a stake in the centre of the road leading from Marysville to Buck Run, thence with said road S. 62° W. 59 poles to a stake in said Annuities line, thence with said line S 41° E 4 poles to the beginning containing 4 acres and 33½ poles more or less.

Also one twelfth (1/12) of the following Recorded in Vol. 28 Page 551 Union Co. Record of Deeds - Part of U. M. Survey No. 5416 Bounded and described as follows: Beginning at a hickory and two sugar trees S. E. corner to said Powers and also a corner to a partition made between said Joseph Powers and Edward Powers, thence with said Powers line N. 8° 30' W. 86 poles to a post witness a red oak and sugar tree, thence W. 82° E. 86 poles to a post witness a sugar tree oak and hickory, thence S. 8° 30 E. 50 poles to a hickory, thence S. 50° 20' W. to the beginning containing twenty-six acres more or less.

2nd Lot. Beginning at two sugar trees and a hickory Southerly corner to Lawrence Survey and corner to said Powers, thence with the line of said Powers N. 8° 30' W. 85 poles to a stake witness a white oak, thence S. 82° W. 53½ poles to two ashes and hickory in the Westerly line of said Lawrence Survey, thence with said line correcting the course thereof S. 39° E. 99½ poles to the beginning, containing fourteen acres more or less.

3rd Lot. Beginning at two ashes and a hickory Southerly corner to Henry Annuities land and North Westerly corner to George Powers, thence with said line crossing the Guilford road N. 82° E. 53½ poles to a stake in said Annuities South Easterly corner, thence with said Annuities line N. 8° W. 23 poles and 20 links to a stake in the centre of the road leading from Marysville to Buck Run, thence with said road S 62° W. 59 poles to a stake in said Annuities line thence with said line S 41° E. 4 poles to the beginning containing 4 acres and 33½ poles, more or less.

Also, one twelfth (1/12) of the following: Recorded in Book 28, Page 494, Union Co. Record of Deeds, Part of U. M. Survey No. 5416, bounded and described as follows Beginning at a hickory and two sugar trees S. E. corner to said Powers and also a corner to a Partition made between said Joseph Powers and Edward Powers, thence with said Powers line N. 8° 30' W. 86 poles to a post witness a red oak and Sugar tree, thence N. 82° E 86 poles to a post witness a sugar tree, oak and hickory thence S. 8° 30' E 50 poles to a hickory, thence S. 50° 20' W. to the beginning, Containing twenty-six acres -

2nd Lot. Beginning at two sugar trees and a hickory Southerly corner to Lawrence Survey and corner to said Joseph Powers, thence with the line of said Powers N. 8° 30' W. 85 poles to a stake witness a white oak, thence S. 82° W. 53½ poles to two ashes and hickory in the Westerly line of said Lawrence Survey, thence with said line correcting the course thereof S 39° E 99½ poles to the beginning, containing fourteen acres more or less.

3rd Lot. Beginning at two ashes and a hickory Southerly corner to said Annuities land and North westerly corner to George Powers, thence with their line crossing the Milford Road North 82° E 53½ poles to a stake in said Annuities South Easterly corner, thence with said Annuities line N. 8° W. 23 poles and 20 links to a stake in the centre of the Road leading from Marysville to Buck Run, thence with said road S. 62° W. 59 poles to a stake in said Annuities line, thence with said line S. 41° E 4 poles to the beginning containing four acres and 33½ poles more or less.

Also Sheriffs Deed for following: Recorded in Book 29 Page 446 in Union Co. Record of Deeds. Part of Survey No. 5416, described as follows, to-wit: The first lot being 13 acres bought of Joseph Powers. Beginning at two sugars and hickory southerly corner of Joseph Powers land thence with his line N. 8° 30' W. 85 poles to a stake, witness a white oak thence S. 82 W. 43½ poles to ashes and a hickory in the Westerly line of said Survey thence with said line S 39 E 99½ poles to the beginning - Also another Lot described as follows - in same Survey. bought of Thomas Grow: Beginning at two ashes and a hickory corner to Henry Annines land and N. West corner of George Grows other lot thence with his line crossing the Road N. 82 E 43¾ poles to a stake in said Annines S. East corner, thence with said Annines line N. 8. W. 23 poles and 20 links to a stake in the center of said road, thence with said road S 9½ W. 59 poles to a stake in said Annines line, thence with said line S. 41 E. 4 poles to the beginning. Also another Lot in same Survey, Beginning at a hickory and two Sugars in the South East corner of Joseph Powers land thence with his line N. 8° 30' W. 86 poles to a post witness a red oak and sugar tree, thence N. 82 E. 86 poles to a post witness a sugar, oak and hickory, thence S. 8° 30' E 60 poles to a hickory, thence S 80° 20 W. to the beginning the whole constituting the George Grow farm on the Buck Run road near Marysville, Ohio.

Also the following: Recorded in Book 39 Page 322 in Union Co. Record of Deeds Part of Survey No. 5416 bounded and described as follows: Beginning at a hickory and two sugar-trees S. E. to said Powers and also a corner to a partition to said Powers and also a partition made between Joseph Powers and Edward Powers line N. 8° 30' W. 86 poles to a Post witness a Sugar tree, oak and hickory, thence S. 80° 20' W. to the beginning containing twenty six acres of land more or less.

2nd Lot Beginning at two sugar trees and a hickory Southerly corner to Lammes Survey and corner to said Joseph Powers, thence with the line of said Powers N. 8° 30' W. 84 poles to a stake witness a white oak, thence S. 82° W. 43½ poles to two ashes and hickory in the Westerly line of said Lammes Survey, thence with said line correcting the course thereof S. 39 E. 99½ poles to the beginning containing fourteen (14) acres more or less.

3rd Lot Beginning at two ashes and hickory, southerly corner to Henry Annines land and North Westerly corner to George Grows, thence with their line crossing the Milford Road N. 82° E. 43½ poles to a stake in said Annines Southerly corner, thence with said Annines line N° W 23 poles and 20 links to a stake in the center of the road leading from Marysville to Buck Run thence with said road S. 62° W. 59 poles to a stake in said Annines line, thence with said line S. 41° E 4 poles to the beginning containing four acres and 33½ poles more or less. Excepting from the foregoing described lands the following described different pieces which the said Joseph Powers deceased sold and conveyed during his life time Vol. 15 Page 622 Union County Record of Deeds. Part of Survey No. 5416 bounded and described as follows: Beginning at a stake in a partition line between Edward Powers and said Joseph Powers in said Survey. Thence running S. 82° W. 43 poles to two ashes and a hickory in the westerly line of said Survey, thence with said line N. 39° W. 46 poles to three sugar trees and a red elm, one of the original corners of said survey, thence N. 8° 30' W. 154 poles to two sugar trees corner to said Annine, thence N. 78° 30' E. 80 poles to a stake in said Annines line, thence S. 8° 30' E 207 poles to the beginning, containing one hundred acres more or less

Also the following: Recorded in Book 16. Page 1 Union Co. Record of Deeds. Part of Survey No. 4416, bounded and described as follows: Beginning at a hickory and two sugar trees, South East corner to said Powers and also a corner to a partition made between said Joseph Powers and Edward Powers, thence with said Powers line N. 8° 30' W. 86 poles to a post-witness a red oak and sugar tree, thence N. 82° E 86 poles to a post-witness a sugar tree and oak and hickory, thence S. 8° 30' E. 50 poles to a hickory, thence S. 50 ½° W. to the beginning, containing twenty six acres being part of Survey No. 4416.

Also the following: Recorded in Vol. 16. Page 1 Union County Record of Deeds. Part of Survey No. 4416 bounded and described as follows, Beginning at two sugar trees and a hickory Southerly corner to Lammes Survey and corner to said Joseph Powers, thence with the line of said Survey N. 8° 30' W. 85 poles to a stake, witness a white oak, thence S 82, W. 4 3½ poles to two ashes and a hickory in the Westerly line of said Lammes Survey, thence with said line correcting the course thereof S. 37 E. 97½ poles to the beginning containing fourteen acres more or less.

The said Joseph Powers left Ellen Powers his widow, who is entitled to dower in said premises. The said premises descended to the following persons, only heirs and legal representatives of the said Joseph Powers deceased, subject to said dower estate, to-wit: The plaintiff John L. Powers, a son of said Joseph Powers deceased, and the following persons children of the said Joseph Powers, to-wit:- William M. Powers and Joseph W. Powers who live in Hancock County in the State of Illinois Napoleon W. Powers who lives in Knox County in the State of Kansas Charles A. Powers, Nancy T. Powers, Phoebe A. Harris wife of George W Harris, James T. Powers and Thomas A. Powers all of whom reside in the County of Union Ohio and are all of lawful age, except Thomas A. Powers who is now 15 years of age and has no Guardian appointed by law - he also resides in Union County, Ohio with his mother the said Ellen Powers, as does also the said James T. Powers who is a person of unsound mind.

The parties above named have the following undivided estate in said premises - subject to the dower interest of said Ellen Powers, to-wit:- John L. Powers, the plaintiff one undivided ninth in fee - William M. Powers one undivided ninth in fee; Joseph W. Powers one undivided ninth in fee, Napoleon W. Powers one undivided ninth in fee; Charles A. Powers one undivided ninth in fee, Nancy T. Powers one undivided ninth in fee, Phoebe A. Harris wife of George W. Harris one undivided ninth in fee, James T. Powers one undivided ninth in fee and Thomas A. Powers one undivided ninth in fee. The plaintiff asks that said Ellen Powers widow of Joseph Powers - and the said William M. Powers Joseph W. Powers, Napoleon W. Powers, Charles A. Powers, Nancy T. Powers Phoebe A. Harris and George W. Harris her husband, James T. Powers, and Thomas A. Powers, may be made parties defendants to this petition; and the said plaintiff desiring to hold his said interest in severally - prays that partition may be made of said premises according to the interest of the parties, and that the dower of the said Ellen Powers, may be assigned in said premises; or if it shall appear that partition cannot without manifest injury be made, then that

same may be resurveyed in parcels, appraised and sold, or other order taken pursuant to the statute in such case made and provided.

F. T. Arthur Attorney for Plaintiff.

The State of Ohio } ss.
Union County, ss. } John L. Powers - Plaintiff, being sworn says that the statements made and allegations contained in the foregoing petition are true as he verily believes.

John. L. Powers.

Sworn to by John L. Powers before me and signed by him in my presence this 22nd day of February A.D. 1884.

J. Q. Burgner, Clerk.

Waiver of Summons

We the undersigned named as parties defendants in the foregoing petition hereby waive the issuing and service of process upon us in the action and enter our appearance to the same, and consent that partition be made, or such other order taken as may be right and proper under the statute in such case made and provided.

Mrs Phebe A. Harris
S. W. Harris
Ellen Powers
A. Temperance Powers
Charles A. Powers.

Waiver of Summons

John L. Powers, Plaintiff
vs.
Charles A. Powers et. al. Defendants

Court of Common Pleas, Union County, Ohio
Petition for Partition

I the undersigned, named as party defendant in the foregoing petition (who live in Grove Co. Kans as) hereby waive the issuing and service of process upon me in the action and enter my appearance to the same, and consent that partition be made, or such other order taken as may be right and proper under the Statute in such case made and provided

Napoleon W. Powers

Waiver of Summons

John L. Powers, Plaintiff
vs.
Charles A. Powers, et. al. Defendants

Court of Common Pleas, Union County, Ohio
Petition for Partition

We the undersigned, named as parties defendants in the foregoing Petition (who live in Hancock Co. Illinois) hereby waive the issuing and service of process upon us in the action, and enter our appearance to the same, and consent that partition be made, or such other order taken as may be right and proper under the statute in such case made and provided.

Wm M. Powers
Joseph W. Powers.

Praecipe

4468

John L. Powers Plaintiff
vs.
Charles A. Powers et. al. Defendant-s

Mr Clerk:- Issue a Summons in this action returnable according to law, for James T. Powers, who is a person of unsound mind, and Thomas A. Powers who is a minor - both of whom reside with their mother Ellen Powers in

Summons

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Sheriffs Return

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Answer

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21st 1884
The State of
Union County

Marysville, Union Co. O, and without Guardians. Enclosed "Petition for Partition of Joseph Powers estate"

F. J. Arthur Atty. for Plff.

Afterwards on the 15th 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:

4468 We command you to notify James T. Powers, who is a person of unsound mind, and Thomas A. Powers, who is a minor, both of whom reside with their mother Ellen Powers in Marysville, Union Co. O. and without Guardians, that they have been sued by John L. Powers 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 John L. Powers 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. Q. Burgner, Clerk.

Endorsed Sm action for Partition.

Writ returned and filed March 24th 1884, endorsed as follows, to-wit:-

Sheriff's Return

The State of Ohio } Sheriffs Return
Union County, ss. } Received this Writ March the 15th A.D. 1884, at 4 o'clock P. M. and pursuant to its command, on the 21st day of March A.D. 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 James T. and Thomas A. Powers and by delivering personally copies to Ellen Powers with whom each of the first named defendants reside. — Sheriffs Fees: Service 75; mileage 32, Copy 80, Total $1.87 —

John Hobensack Sheriff

Afterwards on the 28th day of March A.D. 1884, an Answer was filed with the Clerk of said Court which reads as follows, to-wit:-

Answer

Joseph L. Powers, Plaintiff
vs.
Charles A. Powers, et. al. Defendants

4468

Court of Common Pleas, Union County, Ohio.
Answer of Ellen Powers.

The defendant Ellen Powers widow of Joseph Powers, deceased, for answer to the petition for partition above named says, she consents to have partition made as prayed for or a sale made of said real estate and she claims dower in said real estate including the share of the rents of said real estate pending the said petition, the same as if she had filed her petition for dower. And she further waives the assignment of her dower by metes and bounds in the said lands and consents that the same may be sold clear of dower, and that the Court may according to law assign to her in money such sum in lieu of dower as may be equitable and right. Her age is 39 years, June 21st 1847.

F. J. Arthur Atty. for Ellen Powers.

The State of Ohio } Ellen Powers being duly sworn says the allegations
Union County, ss. }

in the foregoing Answer are true, and that her age is 59 years January 21st 1884
Ellen Powers.

Sworn to and subscribed before me by Ellen Powers this 28th day of March 1884.
J. D. Burgner, Clerk.

Afterward, on the 14th day of April A.D. 1884, an Entry was made in the Journal of said Court which reads as follows, viz:

Entry
4468

John L. Powers, Plaintiff
vs.
Charles A. Powers, et. al Defendants

Appointment of Guardian ad Litem and Trustee.

and he is hereby appointed Guardian ad litem to the defendant Thomas A. Powers an infant named in the petition. It is also ordered by the Court that the said A. H. Brightler be and he is hereby appointed Trustee for the said to the defendant James T. Powers, a person of unsound mind named in the petition. And the said A. H. Brightler appeared in open Court and accepted said appointment and filed his answer as such Guardian ad litem and Trustee.

On the 14th day of April A.D. 1884, the following Answer of Guardian ad litem was filed with the Clerk of said Court, to-wit:-

Answer
4468

John L. Powers Plaintiff
vs.
Charles A. Powers, et. al. Defendants

Court of Common Pleas, Union County, Ohio.
Answer of Thomas A. Powers Junior Defendant.

And now comes A. H. Brightler Guardian ad litem heretofore appointed in said cause by said Court for the said Thomas A. Powers a minor defendant to the petition in said cause, and for answer to said petition denies all the material allegations therein contained, prejudicial to said minor defendant, and further says, that he is of tender years and not acquainted with the law in such cases. He therefore prays the Court to protect his rights in this case, and for such relief as be just.

A. H. Brightler, Guardian ad litem for Thomas A. Powers.

On the 14th day of April A.D. 1884, the following Answer was filed with the Clerk of said Court, to-wit:-

Answer
4468

John L. Powers Plaintiff
vs.
Charles A. Powers et. al. Defendant.

Court of Common Pleas, Union County, Ohio.
Answer of James T. Powers who is insane.

And now comes A. H. Brightler Trustee for the said James T. Powers heretofore appointed in said cause by said Court for the said James T. Powers who is a person of unsound mind and a defendant to the petition in said cause and for answer to said petition, denies all the material allegations therein contained, prejudicial to said insane defendant and further says that he is not and can not become acquainted with the law in such cases. He therefore prays the Court to protect his rights in this case and for such relief as may be just.

A. H. Brightler, Trustee for James T. Powers.

On the 14th day of April A.D. an Entry was made on the Journal which reads as follows:-

Entry
4468

John L. Powers, Plaintiff
vs.
Charles A. Powers, et. al. Defendants

Order of Partition

This cause came on to be heard upon

the petition of John L. Powers, the Answer of Ellen Powers widow, the answer of the Guardian ad litem of Thomas A. Powers an infant defendant, and the answer of the Trustee for the suit of James T. Powers defendant who is a person of unsound mind, and the exhibits - on consideration whereof and it appearing to the satisfaction of the Court that all the parties have had due notice of the pendency and demand of the said petition as required by law and that the petitioner has a legal right and estate in the premises described in the petition and as therein set forth, and no sufficient reason appearing why partition should not be made it is ordered by the Court that by the oaths of A. S. Mowry, Luther Turner and John Wiley three judicious, disinterested free holders of the vicinity one full and equal third part of the lands in said petition described be assigned and set off to the said Ellen Powers as her dower estate, and that by the like oaths of the same persons partition be made of said lands, subject to said dower estate in the following proportions to-wit:- To John L. Powers one equal ninth part, To Charles A. Powers William M. Powers, Joseph W. Powers, Phoebe A. Harris wife of George W. Harris, Napoleon W. Powers, James T. Powers, Nancy T. Powers and Thomas A. Powers one equal ninth part each - if the same can be done without manifest injury to the premises - And if in their opinion the dower can not be assigned and a division so made without manifest injury to the premises, then and in that case that they return the true value in money of said premises to this Court without assignment of dower, and it is further ordered that a Survey be made of the premises except the seven acres lot in the Corporation of Marysville, Ohio, in the petition mentioned in parcels and the exact quantity of land ascertained - And that a writ of partition issue to the Sheriff of this County commanding him to cause said dower to be assigned and said partition and survey to be made in accordance with this order.

Afterwards on the 15th day of April A.D. 1884, a Praecipe was filed with the Clerk of said Court which reads as follows:-

Praecipe

John L. Powers Plaintiff
vs.
Charles A. Powers, et. al. Defendants

Court of Common Pleas, Union County, Ohio
Marysville, 15th of April, 1884

4468

To the Clerk of said Court:- Issue an Order of Partition in the above case returnable according to law.

F. J. Arthur Attorney for Petitioner.

Afterward on the 17th day of April A.D. 1884, a Writ of Partition was issued by the Clerk of said Court which reads as follows, viz:-

Writ of Partition
4468

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 A. S. Mowry, Luther Turner and John Wiley you cause to be set off and assigned to Ellen Powers widow of Joseph Powers late of said County, deceased, one full equal third part of the one half (the other half belongs to said widow Ellen Powers) of the real estate herein after described; and that in like manner by the oaths of the same men you cause partition to be made of the following real estate, Situate in Marysville, County of Union, State of Ohio and being one half of the following described premises the other half belongs to said widow Ellen Powers as above set forth by purchase - Survey No. 3354. Beginning at a

stake in the South margine of the Marysville and Bellefontaine Road, North West-corner to Maria E. Ferris land, thence with her line S. 8° 50' E 83 poles to stake witness two hickories and an elm; thence S. 81° 10' W. fourteen and one half poles to a stake witness an Elm, oak hickory and ash; thence N. 9° 25' W. Sixty four poles to corner of Lot No. 10 corner to Wesley Annines Lot; thence with said Annines line N. 26 poles to a stone in the South margin of the road aforesaid, thence with the South margin of said road S. 73° E. thirteen and three fourths poles to the beginning, containing seven acres more or less. And by the like oaths of the same men you cause Dower to be assigned and partition to be made of all of the following described premises situate in Union County, State of Ohio and in U. M. Survey No. 5416. Beginning at four sugar trees Northerly corner to Robert Means Survey; thence running N. 42° E 112 poles to a red oak, ash and sugar tree in the line of Edward Dawson Survey; thence with his line N. 10 W. 208 poles and 5 links to a stake, thence S. 80° W. 226 poles to a stake on the West-boundary line of said Survey, thence S. 10° E 156 poles and 5 links to three sugar trees and a red oak, Northerly corner to Norris Survey, thence with his line S. 38° E 150 poles to the beginning containing three hundred and fifty acres more or less.

Also the following in same Survey, bounded and described as follows: Beginning at the South-East corner of 330 acres of land conveyed to Orland Hoskins by Stephen McLain as County Auditor for Union County by deed bearing date February 26th 1842, Reference being had thereto, running North and South fifty rods and East and West 80 rods so as to contain twenty five acres of land

Also another piece in Survey No. 3354. Bounded and described as follows: Beginning at a stake and two hard head stones South West-corner of F. K Eatons land, and in the original West-line of the Survey, thence with said line S. 6° 10' E 48 43/100 poles to a stake and stone, thence N. 78½ E 80½ poles to a stake and stone in the West-line of Seth McMahill land, thence with his line N. 6° 10' W. 48 43/100 poles to a stake and stone corner of said Eatons land; thence with his line S. 78½ W. 80½ poles to the beginning Containing twenty five acres of land.

Also another piece, part of U. M. Survey No. 5416 being 2/9 interest. Beginning at a hickory and two sugar trees S. E. corner to said Powers and also a corner to a partition made between said Joseph Powers and Edward Powers, thence with said Powers line N. 8° 30' W. 86 poles to a post-witness a red oak and sugar tree, thence N. 82° E. 86 poles to a post-witness a sugar-tree oak and hickory, thence S. 8° 30' E. 60 poles to a hickory, thence S. 58° 20' to the beginning, containing twenty six acres.

2nd Lot Beginning at two sugar trees and a hickory Southerly corner to Lannines Survey and corner to said Joseph Powers, thence with the line of said Powers N. 8° 30' W. 85 poles to a stake witness a white oak, thence S. 82° W. 52½ poles to two ashes and hickory in the Westerly line of said Lannines Survey thence with said line connecting the course thereof S. 39° E 99½ poles to the beginning Containing fourteen acres more or less

3rd Lot Beginning at two ashes and a hickory, southerly corner to said Annines land and North-Westerly corner to George Groves, thence with their line crossing the Milford Road North 82° E 53½ poles to a stake in said Annines South Easterly corner, thence with said Annines line N. 8° W. 23 poles and 20 links to a stake in the center of the road leading from Marysville to Buckeye, thence with said road S. 62° W. 59 poles to a stake in said Annines line, thence with said line S. 41° E 74 poles to the beginning containing 4 acres and 33½ poles more or less.

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Also 2/9 of the following Survey No. 5416 - Beginning at a hickory and two sugar trees S. E. corner to said Powers, and also corner to a partition made between said Joseph Powers and Edward Powers, thence with said Powers line N. 8° 30' W. 86 poles to a post-witness a red oak and sugar tree, thence N. 82° E. 86 poles to a post-witness a sugar tree oak and hickory, thence S. 8° 30' E. 50 poles to a hickory, thence S. 50° 20' to the beginning containing twenty-six acres of land more or less.

2nd Lot - Beginning at two sugar trees and a hickory southerly corner to Lammes Survey and corner to said Joseph Powers, thence with the line of said Powers N. 8° 30' W. 85 poles to a stake witness a white oak, thence S. 82° W. 53½ poles to two ashes and hickory in the westerly line of said Lammes Survey thence with said line correcting the course thence of S. 39° E. 99½ poles to the beginning containing fourteen acres more or less.

3rd Lot - Beginning at two ashes and hickory southerly corner to Henry Ammons land and North Westerly corner to George Groves, thence with their line crossing the Milford road N. 82° E. 53½ poles to a stake in said Ammons Southerly corner, thence with said Ammons line N. 8° W. 23 poles and 20 links to a stake in the center of the road leading from Marysville to Buck run, thence with said road S. 62° W. 59 poles to a stake in said Ammons line, thence with said line S. 41° E. 4 poles to the beginning. Containing 4 acres and 33½ poles more or less.

Also ⅓ of the following: - Beginning at a hickory and two sugar trees S & corner to said Powers and also a corner to a partition made between said Joseph Powers and Edward Powers, thence with said Powers line N. 8° 30' W. 86 poles to a post-witness a red oak and sugar tree, thence N. 82° E. 86 poles to a post-witness a sugar tree oak and hickory, thence S. 8° 30' E. 50 poles to a hickory, thence S. 50° 20' W. to the beginning containing 26 acres more or less.

2nd Lot - Beginning at two sugar trees and a hickory Southerly corner to Lammes Survey, and corner to said Powers, thence with the line of said Powers N. 8° 30' W. 85 poles to a stake witness a white oak, thence S. 82° W. 53½ poles to two ashes and hickory in the Westerly line of said Lammes Survey, thence with said line correcting the course thereof S. 39° E. 99½ poles to the beginning. Containing fourteen acres more or less.

3rd Lot - Beginning at two ashes and a hickory Southerly corner to Henry Ammons land and North Westerly corner to George Groves, thence with their line crossing the Milford road N. 82° E. 53½ poles to a stake in said Ammons Southeasterly corner thence with said Ammons line N. 8° W. 23 poles and 20 links to a stake in the center of the road leading from Marysville to Buck run, thence with said road S. 62° W. 59 poles to a stake in said Ammons line, thence with said line S. 41° E. 4 poles to the beginning containing 4 acres and 33½ poles more or less.

Also ⅓ of the following: Beginning at a hickory and two sugar trees S. E. corner to said Powers and also a corner to a partition made between said Joseph Powers and Edward Powers, thence with said Powers line N. 8° 30' W. 86 poles to a post-witness a red oak and sugar tree, thence N. 82° E. 86 poles to a post-witness a sugar tree oak and hickory, thence S. 8° 30' E. 50 poles to a hickory, thence S. 50° 20' W. to the beginning containing twenty six acres.

2nd Lot - Beginning at two sugar trees and a hickory Southerly corner to Lammes Survey, and corner to said Joseph Powers, thence with the line of said Powers N. 8° 30' W. 85 poles to a stake witness a white oak, thence S. 82° W. 53½ poles to two ashes and hickory with Westerly line of said Lammes Survey thence with said line correcting the course thereof S. 39° E. 99½ poles to the beginning Containing fourteen acres more or less.

3rd Lot-Beginning at two ashes and a hickory Southerly corner to said Annines land and Westerly corner to George Groves, thence with their line crossing the Milford road North 82° E 53½ poles to a stake in said Annines Southerly corner, thence with said Annines line N.8° W. 23 poles and 20 links to a stake in the center of the road leading from Marysville to Buck run, thence with said road S 62° W. 59 poles to a stake in said Annines line, thence with said line S 41° E 4 poles to the beginning Containing 4 acres and 33½ poles more or less.

Also the following: Beginning at two sugars and a hickory Southerly corner of Joseph Powers land, thence with his line N.8° 30' W. 85 poles to a stake witness a white oak thence S. 82 W. 53½ poles to ashes and a hickory in the Westerly line of said Survey, thence with said line S. 39 E 99½ poles to the beginning.

Also another Lot beginning at two ashes and hickory corner to Henry Annines land and N. West corner of George Groves other lot, thence with his line crossing the road N. 82 E 53¼ poles to a stake in said Annines S. East corner, thence with said Annines line N. 8, W. 23 poles and 20 links to a stake in the center of said road, thence with said road S. 9½ W. 59 poles to a stake in said Annines line, thence with said line S 41 E 4 poles to the beginning.

Also another Lot beginning at a hickory and two sugars in the South East corner of Joseph Powers land, thence with his line N. 8° 30' W. 86 poles to a post witness a red oak and sugar tree, thence N. 82 E. 86 poles to a post witness a sugar, oak and hickory, thence S 8° 30' E 40 poles to a hickory, thence S. 80° 20' to the beginning, the whole constituting the George Grove farm on the Buck run road near Marysville Ohio

Also the following: Beginning at a hickory and two sugar trees S. E. to said Powers and also a corner to a partition to said Powers and also a partition made between Joseph Powers and Edward Powers line N. 8° 30' W. 86 poles to a post witness a sugar tree oak and hickory, thence S. 80° 20' to the beginning Containing 26 acres of land more or less.

2nd Lot beginning at two sugar trees and a hickory Southerly corner to Lammes Survey and corner to said Joseph Powers, thence with the line of said Powers N. 8° 30' W. 85 poles to a stake witness a white oak, thence S 82° W. 53½ poles to two ashes and hickory in the Westerly line of said Lammes Survey, thence with said line course thence of S. 39 E 99½ poles to the beginning. Containing 14 acres more or less.

3rd Lot beginning at two ashes and hickory Southerly corner to Henry Annines line and North Westerly corner to George Groves, thence with their line crossing the Milford road N. 82° E 53½ poles to a stake in said Annines Southerly corner, thence with said Annines line N.° W. 23 poles and 20 links to a stake in the center of the road leading from Marysville to Buck run, thence with said road S. 62° W. 59 poles to a stake in said Annines line, thence with said line S. 41° E 4 poles to the beginning containing 4 acres and 33½ poles more or less, excepting from the foregoing the following: Part of Survey No. 5416, beginning at a stake in a partition line between Edward Powers and said Joseph Powers in said Survey, thence running S. 82° W. 53 poles to two ashes and a hickory in the Northerly line of said Survey, thence with said line N. 39° W. 56 poles to three sugar trees and a red elm, one of the original corners of said Survey thence N. 8° 30' W. 154 poles to two sugar trees, corner to said Annines, thence N. 75° 30' E 80 poles to a stake in said Annines line, thence S 8° 30' E 207 poles to the beginning containing 100 acres more or less.

Also the following: Beginning at a hickory and two sugar trees, South East corner to said Powers and also a corner to a partition made between

said Joseph P... W. 86 poles to ... a post witness ... thence S. 8 ...

Also the fo... corner to Lo... line of said ... S. 82° W. 53½ ... Survey, thence ... beginning Con... estate, annexed ... To John L. ... To Charles ... To William ... To Joseph P... To Noah ... To Stapleton ... To James ... To Nancy ... To Thomas ...

And if in ... so made with ... you return the ... requirement of ... Plea, within ... and Power, ... et. al. Defendants ... powers in the ... Marysville, and ... proceedings ... Court forthwith.

[Seal]

Sheriffs Return

... have executed ... John Wiley ... could not be ... I have caused ... by reference to ... Sheriffs Fees: ... of Copy 1.00, ... Entry ...

Commissioners Report

John L. Pow... Against Charles A. P...

4 4 65

said Joseph Powers and Edward Powers, thence with said Powers line N. 8° 30' W. 86 poles to a post-witness a red oak and sugar tree, thence N. 82° E 81 poles to a post-witness a sugar tree oak and hickory, thence S. 8° 30' E 50 poles to a hickory thence S. 60° 20' to the beginning containing twenty six acres.

Also the following: Beginning at two sugar trees and a hickory Southerly corner to Summers Survey and corner to said Joseph Powers, thence with the line of said Survey N. 8° 30' W. 85 poles to a stake witness a white oak, thence S. 82° W. 53½ poles to two ashes and a hickory on the westerly line of said Summers Survey, thence with said line crossing the corner thereof S. 39. E 99½ poles to the beginning containing fourteen acres more or less. Subject to said dower estate, among the persons named herein, and in the following proportions, to wit.

To John L. Powers one equal ninth part.
To Charles A. Powers one equal ninth part,
To William M. Powers one equal ninth part,
To Josepha M. Powers one equal ninth part,
To Rhoda A. Harris wife of George M. Harris one equal ninth part,
To Napoleon M. Powers one equal ninth part,
To James T. Powers one equal ninth part,
To Nancy T. Powers one equal ninth part,
To Thomas A. Powers one equal ninth part,

And if in your opinion the Dower can not be assigned and the divisions so made without manifest injury to the premises then and in that case you return the true value in money of said premise to this Court without assignment of Dower, the pendency 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 L. Powers is petitioner, and Charles A. Powers et al. Defendants and it is further ordered that a survey be made of the premises in the petition mentioned in parcels except the seven acre lot in Marysville, and that the exact quantity of land be ascertained, 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

[Seal] at the Court House in Marysville this 14th day of April A.D. 1884

J. D. Sargent, Clerk.

Sheriffs Return

Sheriffs Return

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oath of A. S. Mowry, Luther Dewese and John Wiley and the said Commissioners being of the opinion that Dower could not be set off and the said premises 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 64, Executing Writ 1.00, Swearing Com. 1.20, Report of Copy. 1.00, Total $4.44, Commissioners $25.00 Total $29.44 ——

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

John Hobensack Sheriff.

Commissioners Report:

Commissioners Report

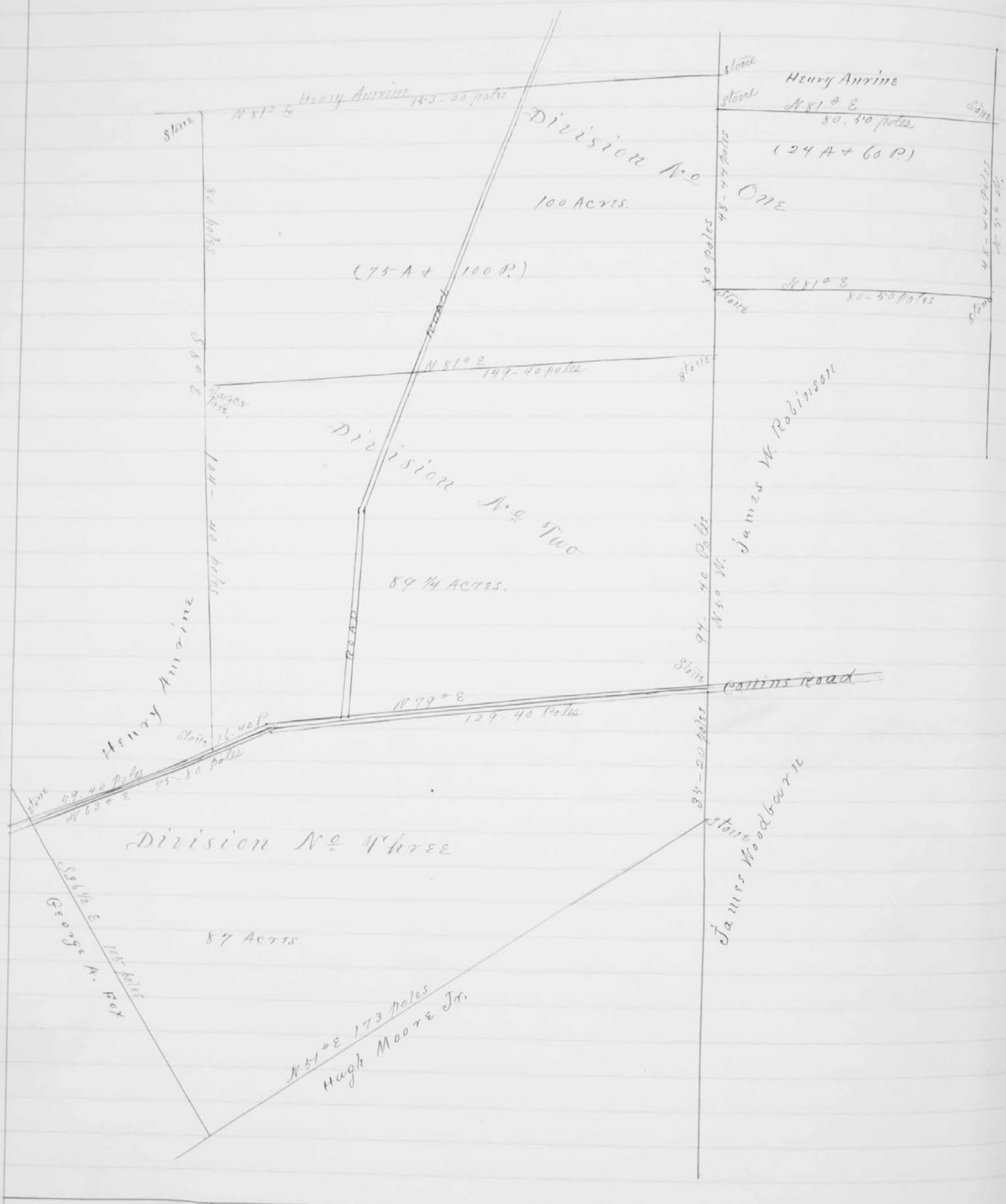
John L. Powers
Against
Charles A. Powers et. al.

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

4 4 65

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, made a survey of the farm and divided the same into three tracts as shown by the plat and descriptions hereto attached:-



Division No. one

~~~ Description ~~~

Beginning at a stone at the North West corner to the Joseph Powers farm and corner to Henry Aurine's land, thence with a line of said land S. 8° E 80 poles to a sugar tree, thence N. 81° E 149. 40/100 poles to a stone in the West line of Survey No. 3354, thence with said line N. 5° W. 17 32/100 poles to a stone North West corner to James W. Robinson's land, thence with the north line of said land N. 81° E 80 40/100 poles to a stake and stones corner to said James W. Robinson's land in the West line of George Wilbur's land, thence with said line N. 5° W. 45 44/100 poles to a stake and stones corner to Henry Aurine land, thence with a line of said land
~~~

S. 81° W. 80 70/100 poles to a stone corner to said land in the West line of said Survey No. 3354 Thence with said line N. 5° W. 14 60/100 poles to a stone another corner to Henry Annines land, Thence with a line of said land and the North line of the Joseph Downes farm S 81° W. 153 20/100 poles to the beginning. Containing one hundred (100) acres more or less. Being 75 acres and 100 poles in Survey No 5416 and 24 acres and 60 poles in Survey No. 3354.

Division No. Two. ~~~ Description ~~~

Beginning at a stone in the West line of Survey No. 3354 and in the center of the Collins Road, Thence with the center of said road S 79° W. 129 70/100 poles to a stone, thence continuing with the center of said road S. 68° W. 16 70/100 poles to a stone corner to Henry Annines land thence with a line of said land N 8° W. 104 70/100 poles to a sugar tree, thence N. 81° E. 149 70/100 poles to a stone in the West line of said Survey No 3354, Thence with said line S. 5° E. 97 70/100 poles to the beginning. Containing 89 1/4 Acres more or less: Being part of Survey No. 5416.

Division No. Three ~~~ Description ~~~

Beginning at a stone in the West line of Survey No. 3354 and in the center of the Collins Road, Thence with the center of said road S. 79° W. 129 70/100 poles to a stone, thence continuing with the center of said road S. 68° W. 75 80/100 poles to a stone in the South Westerly line of Survey No 5416 Thence with said line S. 36½° E 10½ poles to a stone (two sugars and hickory) corner to said Survey No. 5416, Thence with the South Easterly line of said Survey N 51° E 173 poles to a stone corner to said Survey in the West line of said Survey No. 3354 Thence with said line N. 5° W. 34 20/100 poles to the beginning Containing 87 acres more or less. Being part of Survey No. 5416.

7 Acres in the Village of Marysville. ~~~ Description ~~~

Beginning at a stake in the South margin of the Marysville and Bellefontaine road and North West corner to a lot formerly owned by Maria E. Ferris, Thence with the west line of said lot S. 8° 40' E 83 poles to a stake (witness two hickories and elm) Thence S 81° 10' W 14½ poles to a Stake (witness an elm - oak, hickory and ash) Thence N 9° 25' W. 64 poles to a stake, Thence North - 26 poles to a stone corner to the Wiley Annine lot in the South margin of said Marysville and Bellefontaine road, Thence with the margin of said road S 73° E 13 3/4 poles to the beginning, Containing 7 Acres more or less. Part of Survey No. 3354 (the undivided one half interest in the above described premises is herein appraised).

And upon actual view of the premises, we are of opinion that the said lands can not be partitioned without manifest injury, and we do estimate the value of the same, clear of said Downe estate as follows:-

Division No. one at $62.00 per acre amounting to $6200.00
Division No. two at $60.00 per acre amounting to $5345.00
Division No. Three at $60.00 per acre amounting to $5220.00
The undivided one half interest in the lot containing seven (7) acres in the Village of Marysville at $1400.00

Fees and Costs - A. S. Mowry Commissioner 3 days $3.00
Luther Annine " 3 " 3.00
John Wiley " 3 " 3.00

Louther Turner	marker	2	days	$2.00
John Wiley	Chain carrier	2	"	2.00
John Powers	" "	1	"	1.00
Charles Powers	" "	1	"	1.00
A. S. Money	Surveyor	2	"	5.00
Same	for Plat, Calculations, Descriptions & Report			2.00

Given under our hands this 22nd day of April A.D. 1884.

Andrew S. Money
Louther Turner
John Wiley
} Commissioners

Afterwards on the 17th day of May A.D. 1884 an Entry was made in the Journal of said Court which reads as follows, viz:-

Entry 4468

John L. Powers
vs.
Charles A. Powers et. al.

For Partition

On motion to the Court by F. J. Arthur Attorney for the Plaintiff and upon producing the proceedings of the Sheriff and the report and proceedings of the Commissioners herein before appointed and the same being examined, it is ordered by the Court that said proceedings and report be and the same are hereby approved and confirmed in all respects, and thereupon came Ellen Powers widow and elected to take the said seven acre Lot in the corporation of Marysville Ohio at the valuation thereof as returned by said Commissioners. It is ordered that the said seven acre Lot in Marysville be adjudged and decreed to the said Ellen Powers. And the Sheriff is ordered to execute a deed in fee simple to the said Ellen Powers for the said seven acre Lot as aforesaid. And on further hearing of the cause as to the balance of the estate and thereupon neither of the said parties electing to take said balance at the valuation thereof as returned by said Commissioners on motion of the counsel for plaintiff it is ordered by the Court that the lands and tenements in the petition mentioned except said Seven acre Lot in Marysville sold as aforesaid and as surveyed, be sold at Public Auction by the Sheriff of this County according to the statute in such case made and provided free from dower interest of said Ellen Powers upon the following terms, to-wit:- One third in hand, one third in one year and one third in two years from the day of sale with interest on deferred payments and that they be secured by a mortgage upon the premises so sold

On the 1st day of September A.D. 1884, a Praecipe was filed with the Clerk of said Court which reads as follows, viz:-

Praecipe 4468

John L. Powers, Plaintiff
vs.
Charles A. Powers, et. al. Defendants

Court of Common Pleas Union County, Ohio
To the Clerk of Said Court:-

Issue an Order of Sale in Partition in the above case returnable according to law.

F. J. Arthur, Attorney.

On the 1st day of September A.D. 1884 an Order of Sale in Partition was issued by the Clerk of said Court which reads as follows, viz:

Order of Sale 4468

The State
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Division

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S. 62° W. 75-8/10
Thence with
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Survey No. 5
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Order of Sale 44 68

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 John L. Powers is petitioner and Charles A. Powers et. als. are respondents, we command you that, without delay, you proceed to sell at public auction, free from Dower estate, the lands and tenements in said petition described, to-wit:-

Division No. One. ~~~ Description ~~~

Beginning at a stone at the North west corner to the Joseph Powers farm and corner to Henry Summins land. Thence with a line of said land S. 8° E 80 poles to a sugar tree, Thence N. 81° E 149 70/100 poles to a stone in the West line of Survey No. 3354, Thence with said line N. 5° W 17 82/100 poles to a stone, North West corner to James M. Robinsons land Thence with the North line of said land N. 81° E 80 70/100 poles to a stake and stone corner to said James M. Robinsons land in the West line of George Wilbers land, Thence with said line N. 5° W. 48 77/100 poles to a stake and stone corner to Henry Summins land, Thence with a line of said land S. 81° W. 80 70/100 poles to a stone corner to said land in the West line of said Survey No. 3354, Thence with said line N. 5° W. 14 60/100 poles to a stone another corner to Henry Summins land, Thence with a line of said land and the North line of the Joseph Powers farm S. 81° W. 153 20/100 poles to the beginning, Containing 100 acres more or less, being 75 acres and 100 poles in Survey No 5416; and 24 acres and 60 poles in Survey No. 3354, Appraised at $60.00 per acre.

Division No. Two ~~~ Description ~~~

Beginning at a stone in the West line of Survey No. 3354 and in the center of the Collins road, Thence with the center of said road S. 79° W. 129 70/100 poles to a stone, Thence continuing with the center of said road S. 63° W. 16 70/100 poles to a stone corner to Henry Summins land, Thence with a line of said land N. 8° W. 104 70/100 to a sugar tree, Thence N. 81° E 149 40/100 poles to a stone in the West line of said Survey No 3354, Thence with said line S. 5° E 94 70/100 poles to the beginning, containing 87 14 acres more or less being part of Survey No. 5416. Appraised at $60.00 per Acre.

Division No. Three ~~~ Description ~~~

Beginning at a stone in the West line of Survey No 3354, and in the center of the Collins road, Thence with the center of said road S. 79° W. 129 70/100 poles to a stone, Thence continuing with the center of said road S. 63° W. 75 80/100 poles to a stone in the South Westerly line of Survey No 5416, Thence with said line S. 36½° E. 105 poles to a stone (2 sugars and hickory) corner to said Survey No 5416, Thence with the South Easterly line of said Survey N. 51° E 173 poles to a stone corner to said Survey in the West line of said Survey No 3354, Thence with said line N. 5° W. 35 20/100 poles to the beginning containing 87 acres more or less, being part of Survey No 5416. Appraised at $60.00 per acre.

Appraised at Lot No. 1 at $62.00 per acre, Lots Nos 2 & 3 at $60.00 per acre; 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, Ohio
this 1st day of September A.D. 1884

Seal

J. Q. Burgener, Clerk.

Sheriffs Return

Sheriffs Return

As commanded by this Writ, I have caused the lands and tenements, herein described, to be duly advertized 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 4th day of October 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:-
Not sold for want of bidders. ~~~ Sheriffs Fees: $8.10 - Poundage Fees $27.00 Total $35.10 ~~~

John Hobensack Sheriff
Union County, Ohio

October 4th 1884. The following Proof of Publication this day filed with the Clerk of said Court, viz:-

~~~ Sheriff's Sale ~~~

Proof of Publication 4468

John L. Powers
vs.
Oscar A. Powers et. al.

Court of Common Pleas, Union County, Ohio.
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, October 4th 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:

~~~ Description Number One ~~~

Beginning at a stone at the north west corner to Joseph Powers farm and corner to Henry Ammons land; thence with a line of said land South 8° East 80 poles to a sugar tree; thence North 81° East 149 4/100 poles to a stone in the West line of Survey No. 3354, thence with said line North 5° West 17 32/100 poles to a stone North West corner to James N. Robinson's land; thence with the north line of said land North 81° East 81 5/100 poles to a stake and stone corner to said James N. Robinsons land in the West line of George Wilbers land; thence with said line north 5° West 48 70/100 poles to a stake and stone corner to Henry Ammons land; thence with a line of said land South 81° West 80 70/100 poles to a stone corner to said land in the West line of said Survey No 3354, thence with said line North 5° West 14 60/100 poles to a stone, another corner to Henry Ammons land; thence with a line of said land and the north line of the Joseph Powers farm South 81° West 143 29/100 poles to the beginning. Containing one hundred acres more or less, being seventy five acres and 100 poles in Survey No 5416, and 24 acres and 60 poles in Survey No 3354.

~~~ Description Number Two ~~~

Beginning at a stone in the West line of Survey No 3354 and in the center of the Collins road; thence with the center of said road South 79° West 129 4/100 poles to a stone; thence continuing with the center of said road South 63° West 16 4/100 poles to a stone corner to Henry Ammons land; thence with a line of said land North 8° West 104 77/100 p to a sugar tree; thence North 81° East 149 4/100 poles to a stone in the West line of said Survey No 3354, thence with said line South 5° East 94 77/100 to the beginning. Containing 88 1/4 acres more or less, being part of Survey No. 5416

Entry 4468

Praecipe 4468

Beginning
of the Collins
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75-8/100 poles to
said line South
said Survey
East 173 poles
-3354; thence
87 acres, more
Description No
Description No
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Terms of Sale
with interest

F. T. Metcalf
Septem

The undersigned
notice was
a newspaper
publication

Sworn to

Afterward
in the Journal
John L. Powers
vs
Chas. A. Powers

Sept. 8th A.D.
fendant in the
the parties - as
record.

After
was filed in
John L. Powers

Charles A.

Order of Sale
law.

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Partition
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— Description Number Three —

Beginning at a stone in the west line of Survey No. 3354 and in the center of the Collins road: thence with the center of said road South 79° West 129 4/100 poles to a stone; thence continuing with the center of said road South 63° West 75 8/100 poles to a stone in the south-westerly line of Survey No. 5416; thence with said line South 26½° East 105 poles to a stone (two sugars and hickory) corner to said Survey No 5416; thence with the South-Easterly line of said Survey North 31° East 173 poles to a stone corner to said Survey in the West line of said Survey No. 3354; thence with said line north 5° West 35 2/100 poles to the beginning, containing 87 acres, more or less, being part of Survey No. 5416.

Description Number one appraised at $62.00 per acre, total $6,200.00
Description Number two appraised at $60.00 per acre, total $5,354.00
Description Number three appraised at $60.00 per acre, total $5,220.00
Terms of Sale:- One third cash; one third in one year; one third in two years with interest on deferred payments, secured by mortgage.

John Hobensack Sheriff of Union Co. O.

F. J. Arthur, Attorney

September 3. 1884, 4w-pf-$12.00

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 September 3rd 1883

W. O. Shuar

Sworn to and subscribed before me, this 4th day of October 885.

J. D. Bergener Clerk.

Afterwards on the 8th day of September A.D. 1884, an Entry was made in the Journal of said Court which reads as follows; to-wit:-

Entry

John L. Powers, Plaintiff
vs.
Chas. A. Powers, et. al. Defendants

H H 68

— For Partition —

Entry suggesting the death of James T. Powers, an Insane Defendant in this case;

Sept. 8th A.D. 1884- This day the death of James T. Powers an insane defendant in this case, is suggested to the Court by F. J. Arthur Attorney for the parties - and the same is ordered by the Court to be made a part of the record.

Afterwards on the 3rd day of November the following Precipe was filed with the Clerk of said Court, viz:-

Precipe

John L. Powers Plaintiff
vs.
Charles A. Powers, et. al. Defendants

H H 68

Court of Common Pleas, Union County Ohio.

To the Clerk of Said Court:- Issue an Order of Sale in Partition in the above case, returnable according to law.

F. J. Arthur, Attorney

On the 3rd day of November A.D. 1884, an Order of Sale in Partition was issued by the Clerk of said Court, to-wit:-

(over)

Order of Sale in Partition

Order of Sale 4465

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

In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the April Term, A.D. 1884, in a certain Petition for Partition now pending in said Court, wherein John L. Powers is petitioner, and Charles A. Powers and others are defendants, we command you that without delay, you proceed to sell at public auction, free from Dower Estate, the lands and tenements in said petition described, to-wit: Situate in the Township of Paris, County of Union and State of Ohio:-

Division No One

--- Description ---

Beginning at a stone at the North West corner to the Joseph Powers farm and corner to Henry Cummins land; thence with a line of said land South 8° E. 80 poles to a sugar tree; thence N. 81° E 149 7/100 poles to a stone in the West line of Survey No. 3354; thence with said line North 5° W. 17 32/100 poles to a stone, North West corner to James M. Robinsons land; thence with the North line of said land N. 81° E. 80 30/100 poles to a stake and stones, corner to said James M. Robinsons land in the West line of George Millers land, thence with said line N. 5° W. 48 7/100 poles to a stake and stone corner to Henry Cummins land, thence with a line of said land S. 81° W. 80 30/100 poles to a stone corner to said land in the West line of said Survey, No. 3354, thence with said line N. 5° W. 14 60/100 poles to a stone, another corner to Henry Cummins land, thence with a line of said land and the North line of the Joseph Powers farm S. 81° W. 153 20/100 poles to the beginning containing 100 acres more or less, being 75 acres and 100 poles in Survey No. 5416; and 24 acres and 60 poles in Survey No. 3354, Appraised at $62.00 per acre

Division No. Two.

--- Description ---

Beginning at a stone in the West line of Survey No. 3354 and in the center of the Collins road; thence with the center of said road S 79° W. 129 70/100 poles to a stone; thence continuing with the center of said road S 68° W. 16 40/100 poles to a stone corner to Henry Cummins land, thence with a line of said land N. 8° W. 104 70/100 to a sugar tree, thence N. 81 E 149 40/100 poles to a stone in the West line of said Survey No. 3354, thence with said line S. 5° E 94 40/100 poles to the beginning containing 89 1/4 acres more or less, being part of Survey No. 5416. Appraised at $60.00 per acre.

Division No. Three

--- Description ---

Beginning at a stone in the West line of Survey No. 3354 and in the center of the Collins road; thence with the center of said road S 79° W. 129 70/100 poles to a stone, thence continuing with the center of said road S. 63° W. 74 80/100 poles to a stone in the South-Westerly line of Survey No 5416, thence with said line S 36 1/2° E 105 poles to a stone (2 sugars and hickory) corner to said Survey No. 5416, thence with the South-Easterly line of said Survey N 51° E 173 poles to a stone corner to said Survey in the West line line of said Survey No. 3354, thence with said line N 5° W. 34 20/100 poles to the beginning Containing 87 acres more or less being part of Survey No. 5416, Appraised at $60.00/100 per acre, 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

Sheriffs Return

As com... Union descri... sale, in the "Ob... in Union Co... P. M. on said ... sale, at public ... came Chas. A. ... A. Powers and ... highest bidder ... came J. J. Mo... being the highe... acres. And ... being the hig... Total $3648 ... value: and ... Sheriffs Fe... Mortgage Dec...

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Proof of Publication 4465

John L. Pow...
vs.
Chas. A. Pow...

from the Com... sale free from ... Ohio, on Sat... P. M. on said ... the Township ... and describe...

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Seal

Witness my hand and the Seal of said Court, at Marysville, Ohio this 3rd day of November A.D. 1884.

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 Tribune" a newspaper printed and in general circulation in Union County, Ohio; and on the 6th day of December 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 Chas. Powers, Nancy J. Powers and Ellen Powers as Guardian of Thos. A. Powers and bid the sum of $41. 34/100 per acre - Total $4134.00 and being the highest bidder was declared purchasers of the first described property. 100 acres And there came J. J. Moorlock and bid the sum of $45. 00 per acre, Total $4020.77/100 and being the highest bidder was declard purchaser of the second described property 89 4/10 acres. And there came J. J. Moorlock and bid the sum of $42. 00 per acre and being the highest bidder was declared purchaser of the third property 8 rods Total $36 48 35/100 - Said sum being more than two-thirds the appraised value: and they being the highest and best bidder were declard purchasers, --- Sheriffs Fees: Service 3.0 Mileage .64 Copy to Printer 70 Poundage 40. 00 Total 4.84 Mortgage Deeds (3) 6.00 - Mortgages 6.00 - Recording Mortgages 3.75; Publi 27.50

John Cobenzack Sheriff, Union County, Ohio.

Proof of Publication 4-4-68

On the 11th day of December A.D. 1884, the following proof of Publication was filed with the Clerk of said Court, viz:-

--- Sheriff's Sale ---

John L. Powers
vs.
Chas. A. Powers et al.

Court of Common Pleas, Union County, Ohio.
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 free from dower estate, at the north door of the Court House in Marysville Ohio, on Saturday, December 6th 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 Paris, County of Union, State of Ohio, and being known and described as follows:

Description Number One

Beginning at a stone at the north West corner to the Joseph Powers farm and corner to Henry Summe's land; thence with a line of said land South 8° East 80 poles to a sugar tree; thence north 81° east 149. 40/100 poles to a stone in the West line of Survey No. 3354; thence with said line North 5° West 17 32/100 poles to a stone north west corner to James M. Robinsons land; thence with the north line of said land north 81° east 80 40/100 poles to a stake and Stones corner to said James M. Robinsons land in the west line of George Wilbers land; thence with said line north 5° West 48 7/100 poles to a stake and stones corner to Henry Summes land; thence with a line of said land South 81° West 80 40/100 poles to a stone corner to said land in the West line of said Survey No. 3354; thence with said line South 5° West 14 69/100 poles to a stone, another corner to Henry Summes

land; Thence with a line of said land and the north line of Joseph Powers farm South 81° West-153 2/100 poles to the beginning containing one hundred acres more or less; being seventy five acres and 100 poles in Survey No. 5416 and 24 acres and 60 poles in Survey No 3354.

~~~ Description Number Two. ~~~

Beginning at a stone in the west line of Survey No. 3354 and in the center of the Collins road; thence with the center of said road South 79° West-129 4/100 poles to a stone; thence continuing with the center of said road South 63° West-76 4/100 poles to a stone corner to Henry Aumine's land; thence with a line of said land North 5° West-104 2/100 poles to a sugar tree; thence North 81° East-179 4/100 poles to a stone in the West line of said Survey No. 3354, thence with said line South 5° East-94 4/100 to the beginning containing 89 1/4 acres more or less, being part of Survey No. 5416.

~~~ Description Number Three ~~~

Beginning at a stone in the West line of Survey No 3354 and in the center of the Collins road; Thence with the center of said road South 79° West-129 4/100 poles to a stone, thence continuing with the center of said road South 63° West-76 80/100 poles to a stone in the South-westerly line of Survey No 5416; thence with said line South 36½° East-105 poles to a stone (two sugars and hickory) corner to said Survey No 5416; thence with the South-Easterly line of said Survey North 51° East-173 poles to a stone corner to said Survey in the West line of said Survey No. 3354; thence with the said line North 5° West-32 20/100 poles to the beginning, containing 87 acres, more or less, being part of Survey No. 5416.

Description number one appraised at $62.00 per acre, total $6.200.00
Description number two appraised at $60.00 per acre total $5.340.00
Description number three appraised at $60.00 per acre total $5.220.00
Terms of Sale- One-third cash, one third in one year, one third in two years with interest on defered payments secured by mortgage.

John Hobensack, Sheriff of Union Co.

F. T. Arthur Attorney.
November 3rd 1884-5w-pf. $27.00

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 November 6th 1884,

W. O. Shearer.

Sworn to and subscribed before me, this 11th day of December 1884

J. D. Burgner, Clerk.

Entry 4468

Afterwards on the 6th day of December A.D. 1884, an Answer was filed with the Clerk of said Court which reads as follows, viz:-

Answer 4468

John L. Powers, Plaintiff
vs.
Charles A. Powers et. al. Defendants

Court of Common Pleas, Union County, Ohio
For Partition

Further Answer of Ellen Powers-

The defendant-Ellen Powers who is the widow of Joseph Powers deceased for a further Answer to the petition for partition in the above named cause says: that she received from her fathers estate the sum of Seven hundred and fifty Dollars ($750.00), the last of said amount coming into her hands in the year 1875; That all of said sum of money she loaned to her said husband Joseph

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husband Joseph Powers now deceased for the improvement of the real estate now being partitioned in this case, and for general business conducted by him, which sum of money as agreed between this defendant and said Joseph Powers was to be returned to her at some future day being her own personal estate from her father - Said sum of money, nor any part thereof during the life time of said Joseph Powers now deceased, nor since his death has ever been returned or paid to this defendant Ellen Powers and there is not enough personal property to pay said claim, therefore she now claims said sum of $750.00 out of said Joseph Powers estate - and for a further answer this defendant says: that she has a good and valid claim amounting to the sum of $250.00 against the estate of James T. Powers (now deceased) who was a son of this defendant and said Joseph Powers deceased. Said son was insane and entirely helpless and the entire care night and day devolved upon this defendant - who cared for and nursed him like a child and gave him all the attention that a mother could give - Said Doctor Bills &c. for the space of three months, which time elapsed from the time he became of age until his death - The above amount of $250.00 this defendant claims she is justly entitled to out of the estate of said James T. Powers deceased, as also the sum of $750.00 out of the estate of said Joseph Powers as above set forth making a total of $1000.00 which this defendant prays the Court may be allowed her as her just due in this case.

T. J. Sellers, Attorney for Defendant
Ellen Powers

The State of Ohio }
Union County, ss. } Ellen Powers being duly sworn says, the facts stated and allegations made in the foregoing answer are true.

Ellen Powers

Sworn to and subscribed before me by Ellen Powers this 6th day of Dec. 1884
J. D. Bongner Clerk.

Afterwards on the 11th day of December A.D. 1884, an Entry was made in the Journal of said Court which reads as follows, viz:-

John L. Powers, Plaintiff
vs.
Charles A. Powers et. al. Defendants. } Confirmation of Sale in Partition and Distribution of Proceeds.

Entry
4468

This day this cause came on to be heard upon the motion of the counsel for the plaintiff to confirm the sale made in this case; and upon producing the proceedings of the Sheriff and the sale of the premises by him made in pursuance of a former order of this Court, and the same being examined and found by the Court, in all respects in due form of law: It is ordered that said proceedings and Sale be and the same are hereby approved and confirmed, and that said Sheriff execute and deliver to the said purchasers J. J. Monlock for the two prices by him bought, and to Charles A. Powers, Nancy T. Powers and Ellen Powers as Guardian of Thomas A. Powers - for the 100 acres bought by them, - deeds in fee simple for the said lands and tenements by him sold as aforesaid.

And thereupon this cause came on to be further heard upon the Answer of Ellen Powers widow, and on motion to distribute the proceeds

of sale and was argued by Counsel, on consideration whereof the Court finds that said Ellen Powers is entitled to the seven hundred and fifty dollars ($750.00) out of the estate of said Joseph Powers deceased for money loaned to him and to be returned and paid back to her. and also the sum of two hundred and fifty ($250.00) dollars out of the estate of James T Powers deceased, who was a son of this defendant-Ellen Powers and said Joseph Powers deceased for the care and nursing, Doctor Bills &c. of the said James T. Powers deceased as claimed in her answer. And it is further ordered 1st that the costs and expense of this suit amounting to $342.00 including Attys fees be paid

2nd And the taxes for the year 1884 amounting to $133.27/100 And

3rd The amount found due by the Court to Ellen Powers widow, from the estates of Joseph Powers and James T. Powers both deceased - Amounting to $1000.00 be paid out of the money arising from said sale.

4th And that the Sheriff distribute the residue of the first payment as follows to wit:-

1st To Ellen Powers widow $667.46

2nd " John L. Powers $282.73

3rd " Charles A. Powers $282.73

4th " Napoleon W. Powers $282.73

5th " Joseph W. Powers $282.73

6th " William M. Powers $282.73

7th " Thomas A. Powers $282.73

8th " Nancy T. Powers $282.73

9th " Phoebe A. Harris $282.73 That he divide the residue as follows, and take notes with interest from day of sale and mortgage to secure the same on the premises sold:-

1st To Ellen Powers widow $667.46/100 in one year and the same amount in two years.

2nd John L. Powers $467.15/100 in one year and the same amount in two years.

3rd To Charles A. Powers $467.15/100 in one year and the same amount in two years.

4th To Napoleon W. Powers $467.15/100 in one year and the same amount in two years.

5th To Joseph W. Powers $467.15/100 in one year and the same amount in two years.

6th To William M. Powers $467.15/100 in one year and the same amount in two years.

7th To Thomas A. Powers $467.15/100 in one year and the same amount in two years.

8th To Nancy T. Powers $467.15/100 in one year and the same amount in two years.

9th To Phoebe A. Harris $467.15/100 in one year and the same amount in two years.

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

Petition

4243

Pracipe

4243

Pleas before his Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court-House in the town of Marysville in the County of Union of the Third Sub-division of the Tenth Judicial District of the State of Ohio, on the tenth day of September in the year of our Lord one thousand eight-hundred and eighty-three. Heretofore, to-wit:-

On the 12th day of April A.D. 1883, a Petition was filed with the Clerk of said Court-which reads as follows, viz:-

Petition

James Patrick, Plaintiff

vs.

Hiram Kent, Eliza Fox, Maria Watkins and William Watkins her husband Defendants

4243

State of Ohio, Union County,

Court of Common Pleas.

Your petitioner James Patrick of the County of St. Clair in the State of Missouria represents that he has a legal right to and is seized in fee simple of one undivided one third of the following real estate to-wit:- Beginning at the North West corner of the land of which was John Patrick's land West of the road running thence South 64 W. 28 poles to the center of the Creek, thence down the Creek with the meanders thereof 43° to a maple and elm, thence N. 15° West 41 poles to the place of beginning containing three Acres more or less, being part of Survey No. 6233.

And your petitioner further represents that the said Hiram Kent of the County of Union and Eliza Fox of County of St. Clair in the State of Missouria, Maria Watkins and William Watkins her husband of the County of Hardin in the State of Ohio are tenants in Common with your Petitioner the same being the estate of Lydia Patrick deceased. Your petitioner therefore asks that partition of the above described lands be made if the same or if the same can not be done without manifest injury can be done without manifest injury, then that such proceedings may be had in the premises as authorized by law.

J. M. Kennedy Atty. for Plaintiff

State of Ohio
Union County ss.

Joseph M. Kennedy being by me first duly sworn says he is the attorney for the said James Patrick in the above entitled case and that said James Patrick is a non-resident of said County of Union and now absent therefrom and that the facts and allegations of the foregoing petition are as he believes true

Joseph M. Kennedy.

Sworn to and subscribed before me by the said Joseph M. Kennedy this 12th day of April A.D. 1883.

J. A. Burgner, Clerk.

Also, on the 12th day of April A.D. 1883, a Praecipe was filed with the Clerk of said Court-which reads as follows, to-wit:-

Praecipe

James Patrick, Plaintiff

vs.

Hiram Kent, et. al. Defendants

4243

Court of Common Pleas, Union County Ohio
Marysville, April 12th 1883.

To the Clerk of Said Court:- Issue Summons in Partition in above case for Hiram Kent directed to the Sheriff of Union County Ohio, returnable according to law. J. M. Kennedy, Atty for Plaintiff.

On the 12th day of April A.D. 1883, a Summons was issued by the Clerk of said Court which reads as follows, viz:-

Summons

4243

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

We command you to notify Hiram Kent that he and others have been sued by James Patrick in the Court of Common Pleas of Union County, and that unless he answer by the 12th day of May A.D. 1883, the petition of said James Patrick 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 April A.D. 1883.

Witness my hand and the seal of said Court, this 12th day of April A.D. 1883.

Seal

J. D. Burgner, Clerk.

Endorsed: An action for Partition. J. M. Kennedy Plaintiff's Attorney.

Writ returned and filed April 17th 1883 Endorsed as follows, to-wit:-

Sheriffs Return

The State of Ohio } Sheriff's Return
Union County, ss. } Received this Writ April 13th A.D. 1883, at 10 o'clock A.M. and pursuant to its command, on the 14th day of April A.D. 1883, I served the same by delivering a certified copy thereof with the endorsements thereon to the within named Hiram Kent one of the defendants.

Sheriff's Fees: Service, .30, Mileage 2.00, Cop. .20; Total $2.50

John Hobensack Sheriff.

Afterward on the 24th day of April A.D. 1883, a Praecipe was filed with the Clerk of said Court which reads as follows, viz:-

Praecipe

4273

James Patrick Plaintiff
vs.
Hiram Kent et al Defendants

Court of Common Pleas, Union County, Ohio
Marysville April 24th 1883.

To the Clerk of Said Court:-

Issue Summons in the above case for Eliza Fox returnable according to law.

J. M. Kennedy, Atty for Plaintiff

On the 24th day of April A.D. 1883 a Summons was issued by the Clerk of said Court which reads as follows, viz:-

Summons

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

We command you to notify Eliza Fox that she has been sued by James Patrick in the Court of Common Pleas of Union County, and that unless she answers by the 27th day of May A.D. 883 the petition of the said James Patrick 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 7th day of May A.D. 1883.

Witness my hand and the seal of said Court, this 24th day of April A.D. 1883.

Seal

J. D. Burgner, Clerk.

Endorsed: An action for Partition J. M. Kennedy Plaintiffs Attorney.

Writ returned and filed May 22nd 1883, endorsed as follows, to-wit:-

Waiver of Summons

Osceola Missouri May 19th 1883.

I, Eliza Fox hereby waive all questions of time and service of Summons and enter my appearance herein.

Eliza S. Fox.

Entry

4243.

Affidavit

4243

Waiver of Summons.

4243

Afterward on the 13th day of July A.D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows, viz:-

Entry

James Patrick Plaintiff

vs.

Hiram Kent et. al. Defendants

4243.

On Motion to the Court by J. M. Kennedy Att'y for plaintiff and it appearing that the heirs of William Patrick, Dec'd late of the State of Illinoise are necessary parties to this cause, it is therefore ordered that Anna Patrick of the State of Illinois be made a party she being one of the heirs of William Patrick deceased and that others whose names and place of residence are unknown to this plaintiff, being the other heirs of the said William Patrick dec'd be made parties hereto, and thereupon this cause is continued without further action thereon until the next term of this Court.

Afterwards, on the 1st day of August A.D. 1883, an Affidavit of Publication was filed with the Clerk of said Court which reads as follows, to wit:-

Affidavit

James Patrick Plaintiff

vs.

Hiram Kent et. al. Defendants

Union County, Ohio, Court of Common Pleas.

4243

J. M. Kennedy being first duly sworn says that he is the attorney of the said James Patrick and that said James Patrick is a non-resident of the State of Ohio and is now absent therefrom, and that he said affiant is personally known to the fact that service of Summons can not be made upon the defendants Clara Patrick and — Patrick surviving heirs at law of Lydia Patrick deceased and children of William Patrick dec'd and that the residence of the said Clara Patrick and — Patrick unknown to affiant can not be learned although reasonable dilligence has been used to ascertain the same and that they are necessary parties to the final disposition of this case

J. M. Kennedy

Sworn to and subscribed by the said J. M. Kennedy before me this 2nd day of August 1883.

J. L. Burgner Clerk.

Afterwards on the 7th day of August A.D. 1883, the following waiver of Summons was filed with the Clerk of said Court which reads as follows, viz:-

Waiver of Summons.

James Patrick Plaintiff

vs.

Hiram Kent and Eliza Fox Defendant

Union County

Court of Common Pleas.

Waiver of Service of Summons.

4243

Now come Clara Belle Patrick and Bessie A. Martin and Chas H. Martin — husband of the said Bessie A. Martin and heirs at law of William Patrick dec'd and being fully advised in the premises do hereby, and by these premises waive the issuing and service of summons in the above entitled case and hereby enter our appearance herein

Done at Lawrenceville, Illinois July 31st A.D. 1883.

Charles H. Martin

Bessie A. Martin

Clara Bell Patrick

On the 9th day of July A.D. 1883, an Entry was made on the Journal of said Court which reads as follows, viz:-

Entry

James Patrick Plaintiff

vs.

4243 Hiram Hunt et al Eliza Fox Defendants

Now came the plaintiff herein by his attorney, and his petition thereupon coming on to be heard, the Court find that all the defendants have had due legal notice of the pendency and demand of said petition, and that they are in default for answer and demurrer and that the said petition is herby confessed by them to be true. Thereupon the Court find that the said plaintiff James Patrick is seized of and has a right to the undivided one third part of the estate described in the petition and is entitled to have partition made of said premises: That the defendants Hiram Hunt and Eliza Fox are tenants in common with the said plaintiff in the said premises in the following proportions to-wit:- That the said Hiram Hunt is seized of and has a legal right to the undivided one third part thereof, and that Eliza Fox to the undivided one third part thereof. And no reason appearing why partition should not be made: It is therefore ordered adjudged and decreed that partition of said estate be made, and that an order issue to the Sheriff of Union County Ohio, commanding him that by the oaths of A. S. Morey, John Morse and James Mc. Cloud, three judicious and disinterested free holders of the vicinity who are hereby appointed Commissioners for that that purpose be cause to be set off and divided to the said plaintiff and to each of the said Defendants, H. Hunt and E. Fox the part and proportion of the said Estate to which they are herein before severally found entitled. And it is ordered that if in the opinion of the said Commissioners said premises can not be divided by 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 forthwith

Sheriffs Return 4243

Commissioners Report 4243

On the 9th day of July A.D. 1883, a Praecipe was filed with the Clerk of said Court which reads as follows: to-wit:-

Praecipe

4273 James Patrick, Plaintiff

vs.

Hiram Hunt et al. Defendants

Court of Common Pleas, Union County, Ohio

Marysville, July 9th 1883.

To the Clerk of Said Court:- Issue Order of Partition in the above case directed to Sheriff of Union County, Ohio; returnable forthwith

J. M. Kennedy, Attorney for Plaintiff.

Afterwards on the 10th day of July A.D. 1883, an Order of Partition was issued by the Clerk of said Court which reads as follows, viz:-

Writ of Partition 4243

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 A. S. Morey, John Morse and James Mc. Cloud you cause partition to be made of the following described premises, situate in the County of Union and State aforesaid, to-wit: Beginning at the North West corner of the land of what was John Patricks land west of the road running thence South 64 West 28 poles to the center of the Creek thence down the creek with the meanders thereof 43 to a maple and elm, thence West 41 poles to place of beginning

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Containing three acres more or less, being part of Survey No. 6233. among the persons named herein, and in the following proportions, to-wit:-
To James Patrick one third part, to Hiram Kent one third part, to Elzia Fox one third part, in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union in a certain Petition for Partition wherein the said James Patrick is petitioner and the said Hiram Kent and Elzia Fox 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 10th day of July A. D. 1883.

Seal

J. D. Bourgner, Clerk.

Sheriffs Return

Sheriffs Return 4 2 43

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of A. S. Morey, J. P. Morse and James M^c Cloud, causing said partition to be made, as will appear by the report of the Commissioners herewith returned. —— Sheriffs Fees, Service .60, Mileage 1.60, Executing writ and Swearing Com. 1.20, Report of Com. 1.20, Total 4.60, Com. Fees 9.00, Total $13.60

Given under my hand, this 13th day of July A. D. 1883.

John Hohenseack Sheriff.

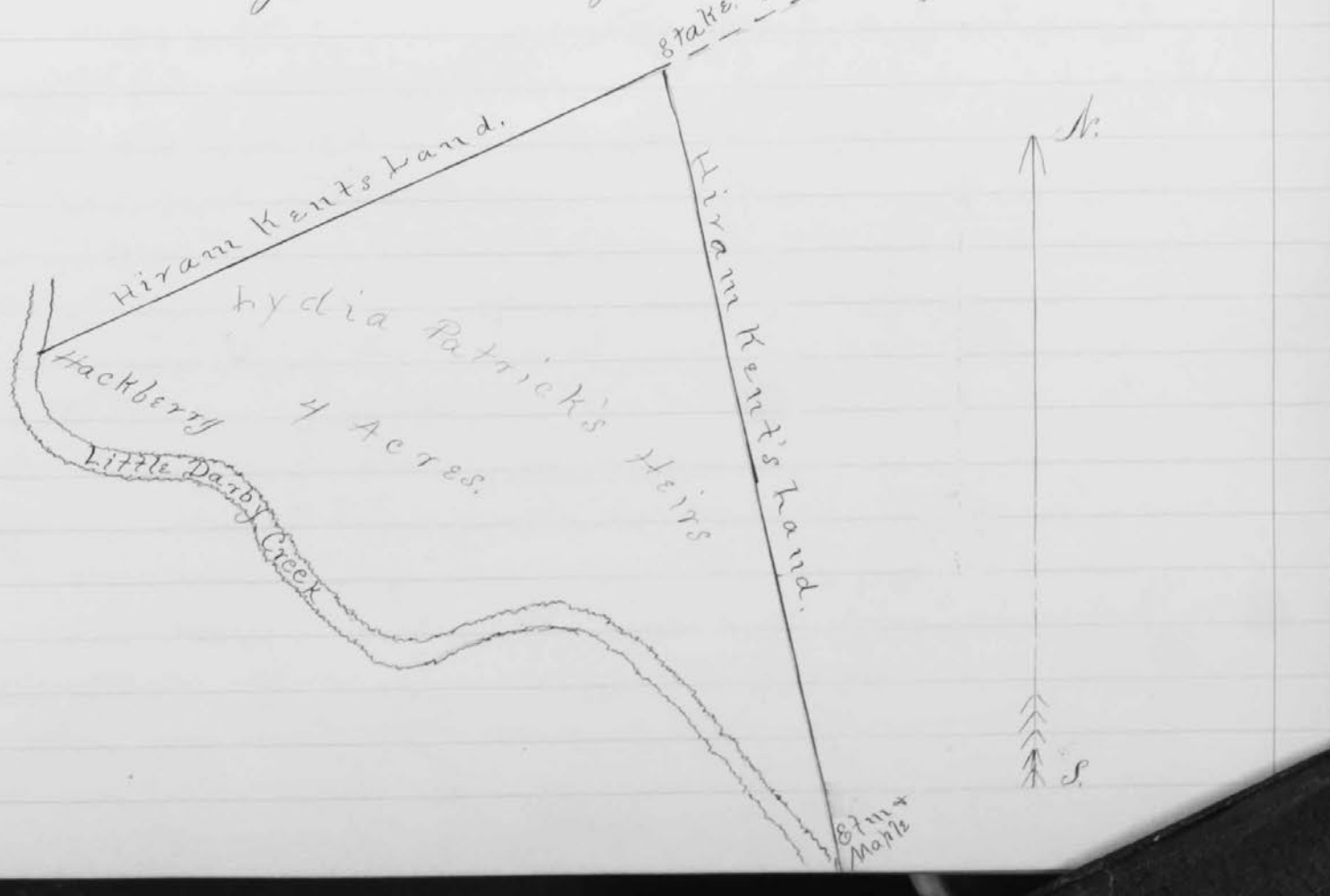
Commissioners Report.

Commissioners Report. 4 2 43

James Patrick
as.
Hiram Kent & others

Union County ss. Court of Common Pleas.
In Partition.

According to the command of the Writ of Partition in this case issued, and on the call of the Sheriff of said County, we the undersigned Commissioners, after being first duly sworn caused a Survey of said premises to be made a description of which is as follows:- Beginning at a hackberry lower corner on Little Darby Creek to a lot of land conveyed by A. Snodgrass to Hiram Kent June 26th 1852 thence with the Southerly line of said lot of land N. 66° E. 32 70/100 poles to a stake, Thence S 13 1/4° E 39 poles to a maple and elm on the bank of said Creek Thence up the center of said Little Darby Creek to the beginning. Being the same premises conveyed by A. Snodgrass to Lydia Patrick October 22nd 1851 and containing, by said Survey 4 Acres. Being part of Survey No. 6233.



And upon actual view of the premises, we are of the opinion that the said lands cannot be divided without manifest injury; and we do estimate the value of the same at forty dollars per acre making the whole amount one hundred and sixty dollars

Given under our hands, this 12th day of July A.D. 1883.

Fees:- J. P. Morse Commissioner $1.00
James McClowd " 1.00
A. S. Mowry " 1.00
Same Surveyor 7.00
J. M. Kennedy Chain Carrier 1.00
James Pritchett " " 1.00
$12.00

A. S. Mowry
J. P. Morse
James McClowd } Commissioners

Afterwards on the 3rd day of September A.D. 1883, an Entry was made in the Journal by the Clerk of said Court which reads as follows, viz:-

Entry

James Patrick
vs.
Miriam Hunt et. al.

4243

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed and on the 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 $160.00 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 there no motion of said parties electing to take the estate at its appraised value, on motion of the plaintiff it is ordered that said estate be sold at public auction and that an order issue therefor to the Sheriff of Union County and the said Sheriff is ordered to return his proceedings to this Court without unnecessary delay.

On the 3rd day of September A.D. 1883, a Praecipe was filed with the Clerk of said Court which reads as follows, to-wit:-

Praecipe

James Patrick, Plaintiff
vs.
Miriam Hunt et. al. Defendants.

4243.

Court of Common Pleas, Union County, Ohio.
Marysville, September

To the Clerk of Said Court:- Issue Order of Sale in Partition in the above case to the Sheriff of Union County, Ohio, returnable according to law.

J. M. Kennedy, Atty for Plaintiff.

Afterwards on the 5th day of Nov. A.D. 1883, an Order of Sale in Partition was issued by the Clerk of said Court which reads as follows, viz:-

Order of Sale

4243

The State of Ohio, } Order of Sale in Partition
Union County ss. } To the Sheriff of said County Greting:-

For pursuance of the order of our Court of Common Pleas, within and for the County of Union at the April Term A.D. 1883, in a certain Petition for Partition, now pending in said Court, wherein James Patrick is

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Proof of Publication

James Pa
vs.
Miriam Hu

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J. M. Kenn
Sept. 5th, 188

petitioner and Hiram Hunt 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:- Beginning at the North West corner of the land of what was John Patricks land West of the road running thence South 64 West 28 poles to the centre of the Creek; thence down the Creek with the meanders thereof 43 to a maple and elm; thence West 41 poles to place of beginning containing four acres, more or less, being part of Survey No. 6233. Appraised at $40.00 per acre making the whole amount $160.00 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.

Witness my hand and the Seal of the said Court at Marysville Ohio, this 4th day of September A.D. 1883.

Seal

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 6th day of October A.D. 1883, at one o'clock P.M. on said day, at the door of the Court House, in said County, I offered for sale at public auction, the lands and tenements described in this Writ. And then came Hiram Hunt who bid the sum of one hundred and eight dollars and twenty-five cents said sum being more than two thirds the appraised value; and he being the highest and best bidder was declared purchaser. Sheriff's Fees: Service .30 Mileage 1.92, Copy to Printer .30, Poundage .85, Total 3.37 Printers Fees 10.00, Total $17.37

John Hobensack Sheriff, Union County Ohio

On the 28th day of December A.D. 1883, the following Proof of Publication was filed with the Clerk of said Court, to-wit:-

Proof of Publication

James Patrick
vs.
Hiram Hunt et. al.

Sheriff's Sale

Court of Common Pleas, Union County, Ohio.
Order of Sale in Partition

4 2 4 3

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, State of Ohio, I will offer at public sale at the North door of the Court House in Marysville, Ohio, on Saturday, October 6th 1883, at or about the hour of one o'clock P.M. on said day, the following described real estate, to-wit:-

Situate in the county of Union, State of Ohio, and being known and described as follows: Beginning at the north-west corner of the land of what was John Patrick's land, west of the road running thence South 64 West 28 poles to the center of the creek; thence down the creek with the meanders thereof 43 poles to a maple and elm; Thence West 41 poles to the place of beginning, containing four acres, more or less being part of Survey No. 6233.

Terms of Sale- One-third cash- one third in one year; one-third in two years with interest on deferred payments secured by mortgage.

John Hobensack, Sheriff.

J. M. Kennedy, Attorney.
Sept. 5th, 1883- 5 w. pf. $10.00

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 September 5th 1883.

W. O. Shearer

Sworn to and subscribed before me, this 28th day of December 1883.

J. D. Burgner, Clerk.

Afterward on the 8th day of December A.D. 1883 an Entry was made in the Journal of said Court which reads as follows, to-wit:-

Entry

James Patrick vs. Hiram Kent et al. } In Partition

4243. And now comes the said James Patrick by his Attorney J. M. Kennedy and on motion and producing the report of the Sheriff of his sale made under the former order of this Court, and the Court being satisfied on examination that said sale has been made according to law; it is ordered that said proceedings and sale be and the same is hereby approved and confirmed and the said sheriff is ordered by deed duly executed to convey said premises to said purchaser in fee simple; and it is further ordered that the said Sheriff out of the money in his hands pay first the costs of this case including a counsel fee of $20.00 to J. M. Kennedy and that of the residue to pay to the said James Patrick the one fourth part thereof, to Hiram Kent the one fourth part thereof, to Eliza Fox the one fourth part thereof, to Bessie A. Martin the one eighth part thereof, to Clara Bell Patrick the one eighth part thereof.

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 eighth day of September in the year of our Lord one thousand eight hundred and eighty-four. Heretofore, to-wit

On the 22nd August A.D. 1883, a petition was filed with the Clerk of said Court which reads as follows, viz:-

Petition

J. T. Holmes as administrator of Rose Gorman, deceased, Plaintiff vs. Samuel Little, Defendant } Court of Common Pleas, Union County, Ohio
Petition

4297 The Plaintiff says: On or about the day of A.D. 18- he was duly appointed and qualified and letters of administration were granted to him as administrator of the estate of Rose Gorman heretofore deceased by the Probate Court of Franklin County, O. 2nd: On the life time of the said Rose Gorman, to-wit: on the 20th day of March A.D. 1878, the defendant made and delivered to said Rose Gorman his promissory note of that date and thereby promised to pay to said Rose Gorman or order the sum of One Hundred Dollars within three months

Note " $100.00
" The
" of Rose
" date.
"

Praecipe To C

with interest thereon at the rate of 8% per annum (a copy of said note is hereto attached, marked exhibit "A.")

3rd. The defendant Samuel Little who then was and still is an unmarried man, on said 20th day of March A.D. 1878 to secure the payment of said note, executed and delivered to the plaintiff his mortgage deed, and thereby conveyed to the plaintiff her heirs and assigns the following lands and tenements situate in the Township of Liberty, County of Union and State of Ohio being a part of U.M. Survey No. 5777 and bounded and described as follows, to-wit:-

Beginning at a stake South West corner of a lot of land sold by Lewis Griffin to John Pence, thence N. 39° E. 17 poles to a stake in the margin of the Delaware road; thence with said road 2½ rods to a stake; thence a parallel line with the first line to a stake in the margin of the Marysville road; thence S 51° E. 2½ Rods to the place of beginning containing ¼ acres be the same more or less- (being same premises conveyed by John Fletcher to Samuel Little Dec. 9th 1875; - See Deed Record Book 45 Page 82)

The condition contained in said mortgage deed was in substance that if said Samuel Little should pay the aforesaid note and the interest thereon when due according to the terms thereof then these presents should be void otherwise to be and remain in full force and virtue in law.

4th On the 25th day of March A.D. 1878 at 4½ 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 April 18th A.D. 1878 in Record of Mortgages Vol. 14 Page 122.

5th The said deed has become absolute- There is now due the plaintiff as said administrator and remaining unpaid upon said indebtedness the sum of One Hundred Dollars with interest at 8% from the 20th day of March A.D. 1878.

6th The plaintiff therefore asks judgment against said defendant for One Hundred Dollars with 8% interest thereon from the 20th day of March A.D. 1878- and that said mortgage may be foreclosed, the said premises ordered to be sold and the proceeds applied to the payment of said debt and for all proper relief.

A. T. Carpenter Atty for Plaintiff.

The State of Ohio }
Union County, ss. } A. T. Carpenter being sworn says that he is the Attorney for the above plaintiff in this action and duly authorized herein; That said plaintiff is a non resident of said County of Union and now absent therefrom. Affiant further says that the facts stated and allegations contained in the foregoing petition of the plaintiff are true as he verily believes.

A. T. Carpenter.

Sworn to by A. T. Carpenter before me and signed by him in my presence this 21st day of August A.D. 1883.

J. Q. Burgner Clerk

Copy of Note Exhibit "A."

Note " $100.00 March 20th 1878. "
" Three months after date I promise to pay to the order "
" of Rose Gorman One Hundred Dollars at 8% interest from "
" date. "
" Samuel Little "

Pracipe To Clerk: Issue Summons in above action returnable

according to law. Indorse: "Amount Claimed $100.00 @ 8% int. from March 20th 1878 and foreclosure of mortgage."

A. T. Carpenter Atty. for Plaintiff.

On the 22nd day of August A.D. 1883, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons

Summons 4297

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

We command you to notify Samuel Lytle that he has been sued by J.T. Holmes Admr of Rose Gorman, deceased, in the Court of Common Pleas of Union County, and that unless he answers by the 22nd day of Sept. A.D. 1883 against him filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 3rd day of September A.D. 1883.

Witness my hand and the seal of said Court, this 22nd day of August A.D. 1883.

Seal

J. Q. Burgner, Clerk.

Endorsed: Suit action for Foreclosure of Mortgage, Amt. claimed $100.00 with 8% int. from March 20th 1878. A. T. Carpenter, Plaintiff's Attorney.

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

Sheriff Return

The State of Ohio
Union County, ss.

Sheriff's Return

Received this Writ August 22nd A.D. 1883, at 8 o'clock A.M., and pursuant to its command, on the 24th day of August A.D. 1883 I served the same by delivering a true copy of this writ with the endorsements thereon to the within named defendant. ~Tru. Service 3.0, Mileage 3.68, Cop. 2.0, Total 4.18.

John Hobensack Sheriff

Afterwards on the 10th day of September A.D. 1883, an Answer was filed with the Clerk of said Court which reads as follows, viz:-

Answer 4297

J. T. Holmes as administrator of Rose Gorman, deceased, Plaintiff
vs.
Samuel Little, Defendant.

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

Answer.

Now comes said Samuel Little defendant and for Answer to plaintiffs petition says that he admits the execution of the said note and mortgage described in plaintiffs petition but denies each and every other allegation in said petition made.

Said defendant says that the said mortgage was given for the loan of One Hundred Dollars but after said note and mortgage was made signed and delivered said Rose Gorman refused to to lend said defendant the money and she never did let this defendant have said money or any part thereof and refused to deliver up to this defendant his note and mortgage though often requested so to do. That at the time of making said mortgage said lot was sold on execution to one P. R. Kerr which was unknown to this defendant and asks that he may be made a party defendant in this cause. That said note and mortgage was given without consideration and therefore said defendant therefore prays that said note and mortgage may be canceled and set aside and held for naught

and that he ... proper relief.

The State of ... Union County ... to law depose ... foregoing Answe...

Sworn to by ... 10th day of Se...

Affirmation of said plaintiff

Reply 4297

Afterwa... the Clerk of sa... J. T. Holmes ... vs. Samuel Lit...

that he knows ... this suit he d...

The State of ... Union Coun... attorney for the ... said plaintiff ... fore. Affiant fu... the foregoing re...

Sworn to by ... this day of ...

Entry 4297

Afterward... the Journal of sa... J. T. Holmes ... vs. Samuel Lit...

it appearing ... defendants ... mortgage sur... And thereupon ... against him ... Court that the ... Gorman deceas... together with ... up to September ... said petition, ... such Adminis...

and that he recover of said plaintiff his costs in this action and for all proper relief.

T. B. Benton, Attorney for Defendant.

The State of Ohio
Union County, ss. Samuel Little who being first duly sworn according to law, deposes and says that the allegations made and facts stated in the foregoing Answer are true as he verily believes.

Samuel Little.

Sworn to by Samuel Little and signed by him in my presence this 10th day of September A. D. 1883.

J. Q. Dungan Clerk.

Afterwards on the day of September A. D. 1883, a Reply was filed with the Clerk of said Court which reads as follows, viz:-

J. T. Holmes, Admr
vs.
Samuel Little

Court of Common Pleas, Union County, Ohio
Reply.

Reply

Plaintiff for reply to defendants answer says that he knows nothing of the matters therein alleged and for the purpose of this suit he denies each and every allegation therein contained.

A. J. Carpenter Attorney for Plaintiff.

4297

The State of Ohio
Union County, ss. A. J. Carpenter being sworn says that he is the attorney for the above named plaintiff in this action duly authorized. That said plaintiff is a non-resident of said County of Union and now absent therefrom. Affiant further says that the facts stated and allegations contained in the foregoing reply of plaintiff are true as he verily believes.

A. J. Carpenter.

Sworn to by A. J. Carpenter before me and signed by him in my presence this day of September A. D. 1883.

J. Q. Dungan, Clerk.

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

J. T. Holmes Administrator
vs.
Samuel Little

Entry

4297

This day this cause came on for trial and it appearing to the satisfaction of plaintiff that the real estate conveyed by the defendants mortgage had been sold on execution prior to the execution of the mortgage sued upon in this action plaintiff claimes nothing from said mortgage. And thereupon defendant consents that plaintiff have a personal judgement against him on the note set up in the petition. It is therefore considered by the Court that the said J. T. Holmes as administrator of the estate of Rose Gorman deceased, ought to recover the said sum of $100.00 so demanded in his petition together with the sum of $51.73 which the Court finds due as the interest thereon up to September 8th 1884, the first day of this term of Court, as prayed for in said petition. It is therefore considered that the said plaintiff as such Administrator, recover against the said defendant the sum of One

Hundred and Fifty-one and 73/100 Dollars, with 8% int. from September 8th 1884, 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 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 30th day of August-A.D. 1884, a Petition was filed with the Clerk of said Court which reads as follows, to-wit:-

Petition

Adam Weidman Plaintiff.
vs.
Thomas Wasson, Sloan Wasson, Margaret Wasson, Jane Wasson, Sarah Wasson, Louisa Wasson, Sophia Wasson, Defendants.

Union County, Court of Common Pleas. Ohio.

Petition to Quiet Title.

4602.

Plaintiff says that in the year 1857, he purchased of Manis Wasson of Union County, Ohio and paid a full consideration therefor and took possession of the following described real estate situate in the County of Union and State of Ohio in Military Survey No. 4069. Beginning at a point in the center of the London and Marysville Gravel Road and the South East corner of the land of John Polraths; thence Westerly with the South line of said John Polraths land to a point in the North East line of Michael Gundermans land, Southerly with said Michael Gundermans line to a point in the North West corner of a piece of land of 30 acres owned by John Polraths, Easterly with John Polraths line to a point in the center of the London and Marysville Gravel road North with center of said London and Marysville Gravel road to the place of beginning containing 6 acres of land.

That at the time of making the payments therefor the said plaintiff took receipts for the payment of said purchase money and it was understood and agreed by and between said Manis Wasson and the plaintiff, Manis Wasson was to make out and deliver to the plaintiff a good and sufficient Warranty Deed. That afterwards and before the execution of said deed on or about the 10th day of August-1861 said Manis Wasson died leaving said above named defendants the devisees of his said will. That on the 14th day of August-1861 said will was duly probated in the Probate Court of Union County, Ohio. * 3 Plaintiff further says that the place of residence of said Thomas Wasson, Sloan Wasson, Margaret Wasson, Jane Wasson, Sarah Wasson, Laura Wasson, Sophia B. Wasson are unknown to this plaintiff, and he is not able to procure personal service on said defendants.

Plaintiff says that neither said Manis Wasson or his devisees have executed to the plaintiff the deed for said land as they were bound to do by their contract. * 2 Plaintiff further says that he has remained in

Affidavit 4602

ion peaceable ...
purchase up to ...
Plaintiff ...
said devisees of ...
the final hearing ...
if said devisees ...
a day to be ...
the decree of the ...
tions of title to ...
plaintiff and ...

State of Ohio
Union County
allegations of ...

Sworn to and ...
August-1884.

Affidavit ...
for Publication ...
Adam Weiden ...
vs.
Thomas Wasso ...

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30th day of Aug ...

Affidavit ...
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Proof of Publication

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Military Survey ...
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the north east ...
Michael Gun ...

in peaceable undisputed and notorious possession of said lands from said date of purchase up to this time.

Plaintiff therefore prays that an order for publication of notice be had upon said devisees of the last will of Manis Wasson issued from this Court and that upon the final hearing of this petition that the Court have decree, order and adjudge that if said devisees or their assignees fail to make out and deliver to this plaintiff within a day to be named by this Court a good and sufficient deed therefor, then that the decree of this Court stand for and take place of the same and that all questions of title to the above described real estate be forever quieted in favor of this plaintiff and for all proper relief in the premises.

A. H. Kollefrath and J. M. Kennedy Attys for Plaintiff.

State of Ohio
Union County, ss. } Adam Weideman being duly sworn says the facts and allegations of the foregoing petition are as he believes true.

Adam Weideman.

Sworn to and subscribed by said Adam Weideman before me this 28th day of August 1884.

H. J. Konig J. P.

Afterwards on the 30th day of August A. D. 1884, the following Affidavit for Publication was filed with the Clerk of said Court:-

Affidavit 4602

Adam Weideman
vs.
Thomas Wasson et. al.

State of Ohio Union County Court of Common Pleas.

Affidavit for Publication

Adam Weideman being duly sworn says that he is the plaintiff in the above entitled case and that said case is one mentioned in Section 5048 of the Revised Statute of Ohio and that Thomas Wasson, Sloan Wasson Margaret Wasson, Jane Wasson, Sarah Wasson, Louisa Wasson and Sophia B. Wasson are non residents of the State of Ohio, or that their several places of residence is unknown to this plaintiff and he therefore can not get service of Summons on them in the State of Ohio.

Adam Weideman.

Sworn to and subscribed by the said Adam Weideman before me this the 30th day of August 1884.

H. J. Konig. J. P.

Afterwards on the 12th day of December A. D. 1884, the following proof of publication was filed with the Clerk of said Court.

Proof of Publication

Legal Notice.

Thomas Wasson, Sloan Wasson, Margaret Wasson, Jane Wasson, Sarah Wasson, Laura Wasson and Sophia Wasson, devisees of the last will and testament of Manis Wasson late of Union County, Ohio deceased and whose place or several places of residence are unknown to this plaintiff, will take notice that Adam Weideman filed his petition in the Court of Common Pleas of Union County, on the 30th day of August 1884, asking for the quieting of his title to the following described real estate, to-wit: in the State of Ohio Union County Military Survey No. 4069 beginning at a point in the center of the Marysville and London gravel road and South-east corner of the land of John Polcrath, thence westerly with the South line of said John Polcrath's land to a point in the north east line in Michael Gundelmans land, southerly with said Michael Gundelmans land to a point in the north west corner of a piece

of land of 30 acres owned by John Volrath, easterly with said John Volraths line to a point in the center of the London and Marysville gravel road; north with the center of said road to the place of beginning containing six acres of land.

Unless said parties answer or demur to said petition on or before the 8th day of October A.D 1884, said petition will be held to be true and a decree be taken accordingly.

Adam Weidman

A.W. Kollifrath & J.M. Kennedy Attorneys for Plaintiff.

The State of Ohio
Union County, S.S. } The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the "Union County Journal" a newspaper of general circulation in the County of Union, the first publication beginning with August 25th 1884

O. M. Denton

Sworn to and subscribed before me, this 12th day of December 1884

J. D. Burgner, Clerk.

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
Adam Weidman
vs.
Thomas Wasson et. al.

4602.

This day this cause came on for hearing on the motion of the plaintiff to confirm the publication heretofore made on the defendants to-wit:- Thomas Wasson, Sloan Wasson, Jane Wasson, Margaret Wasson Louisa Wasson and Sophia Wasson whose place of residence and Post-Office address are unknown to this plaintiff and could not be found: and the Court being fully advised in the premises does hereby confirm and approve said publication of notice.

Afterwards on the 17th day of December A.D. 1884, an Entry was made on the Journal of said Court which reads as follows, viz:-

Entry
Adam Weidman Plaintiff
vs.
Thomas Wasson, et. al. Defendants

4602

This case came on for hearing, was submitted to the Court upon the pleadings and evidence, on consideration whereof, the Court finds that the defendants have failed to answer or demurre, and the Court further finds that due publication has been made in the premises. The Court further find that at the time of bringing this action the plaintiff was in possession of the real property described in the petition, and that he has the legal in and is entitled to the possession of the same: That neither of the defendants have any estate in, or are entitled to the possession of said real estate or any part thereof, and that the plaintiff ought to have his title and possession quieted as against each and every one of the defendants as prayed for in the petition. It is therefore ordered adjudged and decreed that the title and possession of the said Adam Weidman to all and singular the premises in the petition described, to-wit: Situate in the County of Union, State of

Ohio and Town
in the center of
of John Volraths
corrected to the
thence with his
with his line N
thence with the
containing six
plot recorded
description by
the defendants,
under them, or
persons claiming
interfering with

Pleas be
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for the County
District of the
of our Lord,
On the 12th
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J. D. Burgner

Petition

Phoebe Burro
Ira Burroug

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Lewis Poling
contained a
Harry Burro
Lewis Poling
for $176.00
1st 1884, with
to be void.
real estate: Si
in the Town
follows: Begi
W. corner lo
to a lynn,
two hickories
to a maple

Ohio and Township of Paris, Being part of original Survey No. 4069. Commencing in the center of the Marysville and London Gravel Road at the North East corner of John Robbins 16 acre lot; thence with the north line of said 16 acre lot (course corrected to the meridian) S. 86° W. 86 poles to a stone in Michael Hendemans line thence with his line N. 4° W 11 70/100 poles to a stone in John Robbins line, thence with his line N. 86° E. 87 poles to the center of the Marysville and London road thence with the center of said road S. 1 3/4° E 11 40/100 poles to the place of beginning containing six Acres and 20/100 of an acre of land. For further description see plat recorded in the Records of the County Surveyor Vol. 3 Page 3702 (Corrected description by F. J. Sager) be and the same hereby are quieted as against the defendants, and each and every one of them and all persons claiming under them, or any of them, and said defendants are each of them and all persons claiming under them are forever enjoined from in any manner interfering with the title or possession of the plaintiff Adam Weidman thereto.

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 On the 12th day of April A. D. 1884, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

J. L. Coleman, Plaintiff
vs.
Phoebe Burroughs and
Ira Burroughs, Defendants

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

45.20

The said J. George Coleman plaintiff in this action complains of the said defendants for this: That on the 1st day of April 1882 the defendant Phoebe Burroughs did together with Harry Burroughs her husband executed and delivered to one Lewis Poling their certain mortgage deed. Said conveyance contained a conditioned that if said Phoebe Burroughs and Harry Burroughs should pay or cause to be paid to the order of Lewis Poling their two certain promissory notes of even date each for $175.00 $174.00 due Dec. 1st 1883 and 2nd for $174.00 due Dec. 1st 1884, with interest at 6% payable annually then said conveyance to be void. That said mortgage deed was upon the following described real estate: Situate in the County of Union and State of Ohio and in the Township of Allen and bounded and described as follows: Being in Survey No. 2981: Beginning at two maples N. W. corner to land sold to Dawson; Thence N. 4 2° E 206 poles to a lynn, beach and sugar; Thence N. 37° W. 100 poles to two hickories and two iron woods- Thence South 38° W. 206 poles to a maple and ash- Thence S. 4 3° E 100 poles to the place of

beginning, Containing one hundred and twenty-nine acres of land be the same more or less being the same lands deeded from Amos Poling to James Poling in the year 1861. The part of the above described tract intended to be conveyed by these writings begins at the S. W. Corner of the above described tract, thence N. along said line to the corner of Thomas Epps land and the said road, thence S. with the center of said road to the corner of the above described land and the S. E. corner of the above described tract of land, thence West along Mr. Clungs north line to the place of beginning. Supposed to contain fifteen acres of land more or less. Said mortgage was on the 3rd day of April 1882 at 12 o'clock M. duly filed with the Recorder of Union County, Ohio for record and was recorded on the 18th day of April A.D. 1882 in Record of Mortgages of Union County Vol. 17 Page 421.

Said Lewis Poling did on the 3rd day of April 1882 make the following assignment upon said mortgage:— I hereby assign transfer and set-over to J. George Coleman all my right title and interest in the within mortgage for a valuable consideration. (Signed) Lewis Poling.

Said first note is matured and wholly unpaid and there is due the plaintiff on it the sum of $175.00 with interest at 6% from April 1st 1882 payable annually. Plaintiff asks that in default of payment of the amount now due and payable that he have judgment for his said claim and that said mortgage be foreclosed and said premises sold free from all claims of the defendant and proceeds applied to the payment of the debt due the plaintiff and for such other relief as is just and equitable

T. B. Benton

State of Ohio
Union County, ss. J. George Coleman being duly sworn says that he is the plaintiff in this action and that the facts stated and allegations made in the foregoing petition are true as he verily believes.

J. G. Coleman.

Sworn to by J. George Coleman and signed by him in my presence this 12th day of April A.D. 1884.

J. Q. Burgner Clerk.

Praecipe To the Clerk:-

Issue Summons to Rhoda Burroughs and Ira Burroughs.

Indorsed: Foreclosure of mortgage and judgment for $175.00 and interest

T. B. Benton, Attorney for Plaintiff.

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

Summons

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

4-5-20 We command you to notify Rhoda Burroughs and Ira Burroughs that they have been sued by J. G. Coleman in the Court of Common Pleas of Union County, and that unless they answer by the 10th day of May A.D. 1884 the petition of said J. G. 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 21st day of April A.D. 1884. Witness my hand and the seal of said Court this 12th day of April A.D. 1884.

Seal

J. Q. Burgner Clerk.

Endorsed: Fee a

Said Writ return
The State of O
Union County

Sheriff's Return

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Affirmed
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J. G. Coleman
vs.
Rhoda Burro

Entry

4-5-20

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Affirmed
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J. G. Coleman
vs.
Rhoda Burro

Praecipe

4-5-20

Sale in the

On the 19
the Clerk of

Endorsed: Suit action for foreclosure of mortgage. Amount claimed $175.00 and int.
T. B. Burton Plaintiffs Attorney.

Said Writ returned and filed April 16th 1884, endorsed as follows, to-wit:-

Sheriffs Return

The State of Ohio
Union County, ss. } Sheriffs Return

Received this Writ April 12th A.D. 1884, at 10 o'clock A.M. and pursuant to its command, on the 16th day of April A.D. 1884, I served the same by delivering a certified copy thereof with the endorsements thereon to each of the within named defendants. — Sheriffs Fees:- Service, 4$; Mileage 2.00, 6pp 40 Total $2.85 —

John Holtencastle Sheriff.

Afterwards on the 17th day of May A.D. 1884, an Entry was made on the Min Journal by the Clerk of said Court which reads as follows, viz:-

Entry

J. S. Coleman
as.
Phoebe Burroughs

4-5-20

This day this cause came on to be heard upon the pleadings and evidences and the defendants being in default for demurrer or answer and the Court being fully advised in the premises find that there is due the plaintiff from the defendants Phoebe Burroughs and Ira Burroughs on the promissory note set forth in the petition with interest to April 1st 1884 the sum of $196.60 The Court further finds that in order to secure the payment of said debt the defendants Phoebe Burroughs and Ira Burroughs executed and delivered by assignment from Lewis Poling to J. S. Coleman the plaintiff their certain mortgage as in the petition described, and on the premises therein described that said mortgage was duly recorded in book 17 page 221 of the Record of Mortgages of Union County and is the first and best lien on the premises described in the petition.

It is therefore considered and adjudged that unless the defendants Phoebe Burroughs and Ira Burroughs 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 cause and the plaintiff herein the sum so found due as aforesaid with interest from April 1st 1884, the defendants equity of redemption be foreclosed and said premises shall be sold, and an order of sale shall issue to the Sheriff of Union County - directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

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

Praecipe

J. S. Coleman
as.
Phoebe Burroughs et. al.

4-5-20

Court of Common Pleas, Union County ss.
Marysville Ohio, July 19th 1884

To the Clerk of Said Court:-

Issue an Order of Sale in the above case, returnable according to law.

T. B. Burton Pltffs. Atty.

On the 19th day of July A.D. 1884, an Order of Sale was issued by the Clerk of said Court which reads as follows, viz:-

Order of Sale

Order of Sale 45-28

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 17th day of May A.D. 1884, in the cause of J. G. Coleman Plaintiff and Phoebe Bunroughs and Ira Bunroughs Defendants, it was ordered adjudged and decreed as follows, to-wit:- That unless the said defendants pay or cause to be paid to the Plaintiff the sum of $196.60 with 6% from April 1st 1884, and to the Clerk of this Court the costs herein within days from May 17th 1884 an Order of Sale issue to the Sheriff of said County of Union commanding him to appraise, advertise and sell, according to law, the following premises, situate in the County of Union and State of Ohio, and in the Township of Allen and bounded and described as follows: Being in Survey No. 2981. Beginning at two maples North West corner to land sold to Dawson, thence N. 52° E 206 poles to a lynn beech and sugar; thence N. 37° W. 100 poles to two hickories and two ironwoods; thence South 38° W. 206 poles to a maple and oak; thence S. 52° E 100 poles to the place of beginning, containing one hundred and twenty-nine acres of land, be the same more or less, being the same land deeded from Amos Poling to James Poling in the year 1861. The part of the above described premises intended to be conveyed by these writings begins at the South West corner of the above described tract; thence North along said line to the corner of Thomas Epps land and the road; thence E. with the centre of said road to the corner of the above described lands and the S. E. corner of the above described tract of land thence West along Wm Clungs South line to the place of beginning, supposed to contain 15 acres of land 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, Ohio, this 19th day of July A.D. 1884.

Seal

J. L. Bruguier Clerk

Sheriff's Return

The State of Ohio
Union County, ss.

In obedience to the command of the Order of Sale to me annexed, I did, on the 21st day of July 1884 summon Nathan Poling Lester Poling, Thomas Epps 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 31st 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 thirty nine dollars per acre. A certified copy of said appraisal is forthwith deposited in the office of the Clerk of the Court of Common Pleas of said county. And on the 6 day of August 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
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Hundred Dollars
Appraises $120
Copy of Appraise
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Afterwards
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J. G. Coleman
vs.
Phoebe Bunroughs

Proof of Publication

45-28

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J. B. Benton
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Sworn to

Afterwards
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the Court House of said county, on the 6th day of September A.D. 1884, at the time and place above mentioned proceed to offer said lands and tenements at public sale at the door of said Court House, and there & then came George Coleman into bid for the same the sum of four hundred dollars ($400.00) and said sum being more than two thirds of the appraised value thereof; and said George Coleman being the highest and best bidder therefor, & then and there publicly sold and struck off said lands and tenements to him for said sum of ($400.00) Four Hundred Dollars. — Sheriffs Fees:- Service 30, Levy 30, Summoning and swearing Appraisers $1.20 Appraisers Fees, 3.00 Conveying Appraisers 1.00, Writing appraisal 30, Copy of Appraisal 30, Printers Fees, 13.00, Notice to printer .30, Writing notice 30, Posting 1.60, Poundage 6.00 Total $27.60

John Hobensack, Sheriff.

Afterwards on the 2nd day of September A.D. 1884, the following Proof of Publication was filed with the Clerk of said Court to-wit:-

Proof of Publication

J. G. Coleman
vs.
Phoebe Burroughs, et al.

Sheriffs Sale
On Order of Sale.

4520

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 September 6th 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 Allen, county of Union, State of Ohio, and being known and described as follows: Being in Survey No. 2981, beginning at two maples north west corner to land sold to Dawson; thence north 52° east 206 poles to a lynn, beech and sugar; thence north 38° West 100 poles to two hickories and two ironwoods; thence South 38° West 206 poles to a maple and ash; thence South 52° East 100 poles to the place of beginning containing one hundred and twenty-nine acres of land, be the same more or less, being the same land deeded from Amos Poling to John Poling in the year 1861, The part of the above described tract intended to be conveyed by this writing begins at the south west corner of the above described tract: thence north along said line to the corner of Thomas Epps' land and the mud road; thence South with the center of said road to the corner of the above described land and South east corner of the above described tract of land; thence west along Mr. Clungs north line to the place of beginning, supposed to contain fifteen acres of land, be the same more or less. Appraised at $39.00 per acre. Term of Sale, cash.

John Hobensack, Sheriff.

J. B. Benton Attorney, August 6th 1884 - 5 w. pf. 13

The State of Ohio
Union County, ss. } The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune," a newspaper of General circulation in the County of Union, the first publication beginning with August 6th 1884.

W. O. Shearer

Sworn to and subscribed before me, this 8th day of September 1884

J. P. Burgoon, Clerk.

Afterwards on the 8th day of September A.D. 1884, an Entry was made on the Journal by the Clerk of said Court which reads as follows

Entry

J. G. Coleman, Plaintiff
vs.
Rhoda Burroughs et.al. Defendants

4-5-20

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 J. G. Coleman by deed in fee simple the lands and tenements so sold and a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court coming now to distribute the proceeds of said sale amounting to $100.00 it is ordered that the Sheriff out of the money in his hands pay:-
First The costs of this action taxed at $
Secondly to the plaintiff J. G. Coleman the amount heretofore found due with interest to wit: the sum of $201 45/100.
Thirdly, To hold the balance of said money to pay the second note described in said petition
Fourth the taxes now due on said land.

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. Whereof To-wit:-

On the 26th day of December A.D. 1883. the following Petition was filed with the Clerk of said Court-to-wit:-

Petition

A. L. Price Plaintiff
vs.
Joel O. Conklin, Defendant.

4347

Court of Common Pleas in and for Union County, Ohio.
Petition

Plaintiff says this cause came into this Court by appeal from the Docket of Henry Highbargain a Justice of the Peace within and for Union County, Ohio. Plaintiff further says that the defendant wrongfully detains from the plaintiff the following goods and chattles of the plaintiff, to-wit:- One light gray horse about five years old

Defendant has detained the said horse from the plaintiff for the space of day to the damage of plaintiff in the sum of fifty dollars.

Wherefore plaintiff asks judgment against the defendant for recovery of said property and for the sum of $50.00 Dollars damages herein with interest

T. B. Benton & J. M. Kennedy Attys for Plaintiff.

State of Ohio
Union County, ss.

T. B. Benton being duly sworn says he is one of the Attorneys for the plaintiff in this action and that said plaintiff is a

Answer

4347

Entry

4347

years resident of Union County Ohio and is now absent therefrom and that the facts and allegations of the foregoing petition are as he believes true.

J. B. Benton.

Sworn to and subscribed by the said J. B. Benton, before me this 26th day of December A.D. 1883.

J. L. Bumgarner Clerk.

Afterward on the 6th day of September A.D. 1884, the following Answer was filed with the Clerk of said Court which reads as follows, viz:-

Answer

4347

A. L. Rice, Plaintiff
vs.
Joel O. Conklin, Defendant

Court of Common Pleas, of Union County, Ohio.
Answer and Cross Petition.

The defendant for answer to the plaintiffs Petition says he admits that this case comes into this Court on Appeal as stated in said petition but denies each and every other allegation in said petition. 2d defense by way of Cross petition the defendant says that he is the owner of the horse mentioned in said petition and was the owner thereof at the commencement of this action before said Justice of the Peace. That said horse was of the value of Two Hundred Dollars and that the same has been taken and delivered to the plaintiff under said replevin proceedings. Wherefore this defendant asks for judgment against said plaintiff for said sum of Two Hundred Dollars with interest from the 20th day of August 1883 and for all proper relief

J. L. Cameron Attorney for Defendant.

State of Ohio
Union County. ss

Joel O. Conklin being first duly sworn says the facts stated and allegations made in his foregoing answer are true as he believes

Joel O. Conklin his mark

Sworn to before me and signed in my presence this 3rd day of September 1884

A. B. Stocker Notary Public. Seal

On the 19th day of September A.D. 1884, an Entry was made on the Journal by the Clerk of said Court which reads as follows, viz:-

Entry

4347

A. L. Rice Plaintiff
vs.
J. O. Conklin, 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:- Jasper N. Gravell, Wm. Wallace, Samuel Wannee, W. P. Wood, Geo. Coleman, Stephen Stuck, Levi Kerr, Simpson Price, C. Weidman, N. M. Mick, Solomon Walker & L. H. Warbs who, being duly empaneled and sworn to well and truly try the issue joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties, or discharged by the Court; and after hearing the testimony, arguments of counsel, and charge of the Court, the said jurors retired to their room to deliberate upon their verdict, and after due deliberation returned into open Court and presented their verdict in writing in the words and figures following

Verdict

Civil Actions

The State of Ohio } September Term, A.D. 1884
Union County ss. } To-wit: Sept: 19th 1884.

A. L. Rice Plaintiff vs. Joel C. Conklin Defendant.

We the Jury in this case, being duly impanelled and sworn do find and say that at the commencement of this suit the defendant had the right of property in and the right of possession of the horse in controversy and we assess his damages at $159.75

G. W. Wallace Foreman.

Entry

4347

Afterwards on the 20th day of September A.D. 1884, an Entry was made on the Journal of said Court which reads as follows, viz:-

A. L. Rice
vs.
Joel C. Conklin

The jury in this action having now at former day of this term rendered a Verdict for the defendant and assessed his damages at $159.75 and no motion for a new trial having been made, It is therefore considered by the Court that the said defendant recover from the said plaintiff the said sum of $159.75 together with his costs herein expended.

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

Petition

45-24-

Pleas before his Honor Jobie 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 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 May A.D. 1884, the following Petition was filed with the Clerk of said Court which reads as follows, viz:-

The Aultman & Taylor
Company of Ohio, Plaintiff.
vs.
F. D. Gosnell and
W. A. McCanney, Defendants

Court of Common Pleas, Union County, Ohio.

Plaintiff is a corporation duly incorporated under the laws of the State of Ohio. Plaintiff says that its action is founded upon a promissory note of which the following is a copy, to-wit:-

" $204.00 Dated Peoria on May 3rd 1883. "
" On or before the 1st day of December 1883, for value received, we "
" or either of us, of Peoria & Marysville Post-Office, County of Peoria, State of "
" Ohio, promise to pay to the Aultman and Taylor Company or order "
" Two Hundred and Four Dollars, payable and negotiable without "
" offset at the Peoples Bank of Marysville with interest at 8 per cent per "
" annum from date until paid. The Drawers and Indorsers severally"

Praecipe

Summons

4-35-

Sheriffs Return

"
" wards precinct
" court of Ohio
" chattel property
" Township -
" secured a note
" (No. 31491)
"

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The State of
Union County
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To Clerk:-

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Clerk's Office
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Endorsed: C

Said Writ
The State of
Union Coun

2 o'clock P.
May A.D. 1

"waive precendence for payment protest and notice of protest and non pay-
"ment of this note. It is expressly agreed that this note is secured by a certain
"chattel mortgage executed by F. D. Ipsewell and wife to the office of of
"Townships County and State of Ohio on the 3rd day of May 1883 and which
"secures a note for which this is given in return
" (No. 31491) F. D. Ipsewell
" W. A. McCamey

There are no credits thereon, There is now due from defendants to plaintiff on said note the sum of Two Hundred & Four Dollars with interest thereon @ 8% from the 3rd day of May 1883, which plaintiff claims and for which plaintiff asks judgement.

A. T. Carpenter, Atty for Plaintiff.

The State of Ohio } ss.
Union County, ss. } A. T. Carpenter being sworn says he is the attorney for the above named plaintiff in this action and duly authorized therein That this the plaintiffs action is founded upon a written instrument for the unconditional payment of money only which is now in possession of affiant Affiant further says the facts stated and allegations contained in the foregoing petitions 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 19th day of May 1884

J. L. Burgner Clerk.

Praecipe To Clerk:-

Issue summons for defendants returnable according to law Indorse "Amount claimed $204.00 @ 8% int from May 3rd 1883."

A. T. Carpenter

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

Summons

Summons

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

We command you to notify F. D. Ipsewell and W. A. McCamey that they have been sued by The Ashtemoe and Taylor Corn Company of Ohio in the Court of Common Pleas of Union County, and that unless they answer by the 21st day of June 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 2nd day of June A. D. 1884. Witness my hand and the seal of said Court, this 19th day of May A. D. 1884.

Seal

J. L. Burgner Clerk.

Endorsed: Amount claimed $204.00 at 8% int from May 3rd 1883.

A. T. Carpenter Plff's Atty

Said Writ returned and filed June 6th 1884, endorsed as follows, to wit:-

Sheriffs Return

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

Sheriff's Return.

Received this Writ on the 19th day of May A. D. 1884, at 2 o'clock P. M. and pursuant to its command, on the 22nd day of May A. D. 1884, I served the same by leaving at the usual place of

residence of the within named F. D. Gosnell and W. A. McConney a true copy of this Writ with endorsements thereon. Fees: Service 45, Mileage 2.40, Cpb. 25, Total $3.22

John Hohensack, Sheriff.

Afterwards on the 23rd day of September A.D. 1884. an Entry was made on the Journal of said Court which reads as follows, viz:-

Entry

The Aultman & Taylor Co.

vs.

F. D. Gosnell & W. A. McConney

41 31

And now comes the said The Aultman & Taylor Co. and the said F. D. Gosnell & W. A. McConney having failed to demur or answer to the petition of the said, The Aultman and Taylor Co. it is considered that the said The Aultman & Taylor Co. ought to recover the said sum of $204.00 demanded in its petition together with the sum of $22.00 which the Court finds due as the interest thereon, up to Sept 8th 1884, as prayed for in said petition, It is therefore considered that the said The Aultman & Taylor Co. recover against the said F. D. Gosnell & W. A. Conney the said sum of $226.00 with interest @ 8% per annum September 8th 1884, together with their costs in and about their suit in this behalf expended taxed to $

Attest- J. D. Burgner, Clerk.
By. A. B. 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, in the year of our Lord one thousand eight hundred and eighty four. Heretofore, to-wit- on the 19th day of May A.D. 1884, the following Petition was filed in the Clerk's Office of said Court. to-wit:-

Petition

The Aultman & Taylor Company of Ohio, Plaintiff

as

Court-Gibson F. D. Gosnell & Laura Gibson, Defendants

Court of Common Pleas
Union County, Ohio.
Petition.

7526

The plaintiff is a corporation duly incorporated under the laws of Ohio. Plaintiff says this its action is founded upon a promissory note of which the following is a copy, to-wit:-

" Dated at Marysville, August 2nd 1882.

" On or before the first day of January 1884, for value received we or either " of us, of Peoria Post-Office in County of Union State of Ohio, promise to pay to " The Aultman & Taylor Company or order One Hundred and Ninety Dollars " payable and negotiable without offset at the office of the Farmers Bank " Marysville with interest at eight per cent per annum from date until paid " without relief from the appraisement or exemption laws. We also " expressly covenant and agree that the ownership and title to the threshing " machinery, engine and Saw mill for which this note is given shall " remain in The Aultman & Taylor Company until this note is fully paid " The drawers and indorsers severally waive presentment for " payment, protest and notice of protest and non payment of this note "

" If the note
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The State of
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To Clerk:-

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Summons

The State of
Union County

7526.

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Seal

Endorsed: C

Said Writ-retu

Sheriffs Return

The State of
Union County
and summoned

" If the note is paid in full when due a discount of —— Dollars is to be made"
" from the amount then due.
"
"

" Cort Gibson "
" F. D. Gaskell "
" Laura Gibson. "

There are no credits thereon. There is now due from defendants to plaintiff on said note the sum of One Hundred and Ninety Dollars which they claim with interest thereon at 8% from the 2nd day of August A.D. 1882 and for which plaintiff asks judgement.

A. T. Carpenter Atty for Plaintiff

The State of Ohio }
Union County, ss. }

A. T. Carpenter being sworn says that he is the Attorney for the plaintiff in this action and duly authorized hereto - that this the plaintiffs action is founded upon a written instrument for the payment of money only which is now in the possession of affiant. And that the facts stated and allegations contained in plaintiffs foregoing petition are true as affiant verily believes

A. T. Carpenter.

Sworn to by A. T. Carpenter before me and signed by him in my presence this 19th day of May A. D. 1884.

J. Q. Burgner Clerk.

Praecipe

To Clerk:-

Issue Summons against defendants in above entitled case, returnable according to law - Endorse "Amt claimed $190.00 @ 8% int. from Aug. 2nd 1882.

A. T. Carpenter.

On the 19th day of May A.D. 1884, a Summons was issued by the Clerk of said Court which reads as follows, viz:-

Summons.

Summons

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

4536.

We command you to notify Cort Gibson, F. D. Gaskell and Laura Gibson that they have been sued by The Cutlery and Taylor Company of Ohio, in the Court of Common Pleas of Union County, and that unless they answer by the 21st day of June A.D. 1884 the petition of said plaintiff against them filed in the Clerks Office of said Court, such petition will be taken as true and judgement rendered accordingly. You will make due return of this summons on the 2nd day of June A.D. 1884.

Witness my hand and the seal of said Court, this 19th day of May A.D. 1884.

Seal

J. Q. Burgner Clerk.

Endorsed: Amount claimed $190.00 at 8% int. from August 2nd 1882.

A. T. Carpenter, Plaintiffs Atty.

Said Writ returned and filed June 6th 1884, endorsed as follows, to-wit:-

Sheriffs Return

The State of Ohio }
Union County, ss. }

Sheriff's Return

Received this Writ May 19th A.D. 1884, at 2 o'clock P.M. and pursuant to its command, on the 22nd day of May A.D. 1884, I served

the same by delivering to the within named Laura Gibson and leaving at the usual place of residence of the within named F. D. Gosnell & Cord Gibson a true copy of this writ with endorsements thereon. ~Fees 60, Mileage 240, Cop 60 Total $2.60

John Hoberscack Sheriff Un. Co. O.

Afterwards on the 23rd day of September A. D. 1884, an Entry was made on the Journal of said Court which reads as follows, to-wit:-

Entry

The Ault man & Taylor Co.
vs.
Cord Gibson, F. D. Gosnell and Laura Gibson.

43-36

And now comes the said The Ault man & Taylor Co. and the said Cord Gibson, F. D. Gosnell and Laura Gibson having failed to demurre or answer to the petition of the said The Ault man & Taylor Co. it is considered that the said The Ault man & Taylor Co. ought to recover the said sum of $190.00 so demanded in its petition together with the sum of $31.92 which the court finds due as the interest thereon @ 8% upto to September 8th 1884, as prayed for in said petition: it is therefore considered that the said The Ault man & Taylor Co. recover against the said Cord Gibson, F. D. Gosnell and Laura Gibson the said sum of $221.92 with 8% interest from Sept 8th 1884, together with their costs in and about their suit in this behalf expended taxed to $.

Attest J. D. Bergener, Clerk.
By A. R. Bergener, 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 Eighth day of September in the year of our Lord one thousand eight hundred and eighty four. Heretofore, to-wit:-

On the 8th day of December A. D. 1884, 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.
The Peoples Bank.
vs.
Wm H. Hook

In the Court of Common Pleas,

Petition
Civil Action for Money Only.

Petition

465-8

The Plaintiffs says they are a copartnership formed for the purpose of doing business within the State of Ohio and not incorporated, the above named Plaintiffs further say that there is due to them from Wm H. Hook Defendant, on a promissory note made by the Defendant Wm H. Hook et. als. dated the 2nd day of October A. D. 1878, a copy of which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of Two hundred and Thirty Dollars and Seventy-nine cents, with interest thereon at 8% from the 1st day of December A. D. 1883, The Plaintiffs further say that they are the

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The State of O
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The Peoples
vs.
Justices J. W
Wm H. H

Answer

465-8

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 Thirty Dollars and Seventy-nine cents, with interest at the rate of 8% from the 1st day of December A. D. 1883.

A. T. Carpenter Attorneys for Plaintiffs

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 the plaintiffs action is founded upon a written instrument for the payment of money only now in possession of the affiant. Affiant further says he believes the statement in the foregoing petition to be true.

A. T. Carpenter

Subscribed by A. T. Carpenter in my presence, and sworn to by him before me, this 8th day of December A. D. 1884.

J. L. Burgner, Clerk of Court

" " "

" $700.00 Marysville, Ohio, October 2nd 1878 "

" Ninety Days after date, as principal debtors, we jointly and "
" severally promise to pay to The Peoples Bank, or order, at their office in "
" Marysville, Ohio, Seven Hundred Dollars, for value received. And we hereby "
" dispense with the demand of payment of this note, and authorize any "
" Attorney at-Law to appear for us, or either of us, at any time after the "
" same shall become due, in any Court of Record in the State of Ohio, or "
" elsewhere, and waive the issuing and service of process, and confess "
" judgment against us, or either of us, in favor of the holder or holders "
" of this note, for the amount of said note, with eight 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 day of October 1878 "

" " Justus J. Miller Seal "
" " Lemuel Cahill Seal "
" " C. W. Smith Seal "
" " Uriah Cahill Seal "
" " W. H. Houk Seal "

Said note was endorsed as follows, to-wit:
" Paid Nov. 19th 1879, One hundred, ninety-two and 9/100 Dollars "
" Recd. of Uriah Cahill Two Hundred, Six and 8/100 Dollars and hereby release "
" him as endorser Nov. 5th 1883, the amount said Cahill having paid being 1/4 "
" of amount due on said note at this date and hereby release said "
" Uriah Cahill from any further obligation on said note. "
" Paid Nov. 10th 1883, by Lemuel Cahill Two hundred, Six and 8/100 Dollars "
" in full of one fourth of within, being same amount as paid by Uriah "
" Cahill. "
" Paid Dec. 1st 1883, by C. W. Smith Two hundred, Six and 8/100 Dollars "
" in full of one fourth of within, being same amount as paid by "
" Uriah Cahill. "

Answer

The Peoples Bank, } In Court of Common Pleas, Union County, ss.
as, } Defendants Answer.
-Justus J. Miller et al-
Wm H. Houk,

4 65-8

And now comes Wm H. Houk the above

named Defendants, by the undersigned S. S. Gardiner Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein for 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 Forty-nine Dollars and Fifty-four Cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendant for costs of this action, and all errors are hereby released, and Defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived. December 8th 1884

S. S. Gardiner Atty for Def't.

Entry

The Peoples Bank
vs.
Wm H. Hawk.

4645.

This day came the Plaintiff by A. J. Carpenter Attorney, and thereupon came S. S. Gardiner one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process and entered appearance of said 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 $249.54. It is therefore considered that said plaintiff do recover of said Defendant the said sum of $249.54 so as aforesaid confessed to be due, together with costs of suit herein 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. Bingaman Clerk.
By A. R. Bingaman 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 fourteenth day of April in the year of our Lord one thousand eight hundred and eighty-four. Heretofore - to-wit:-

On the 17th day of November A. D. 1883, the following Petition was filed with the Clerk of said Court, To-wit:-

Petition

T. F. Purdue - Plaintiff
vs.
Alice S. Phelps and William A. Phelps, Defendants

Court of Common Pleas, Union County, Ohio.

4377

Petition

The plaintiff says: That on the 2nd day of October A. D. 1882, the defendant William A. Phelps made and delivered to one S. A. Cleary his three promissary notes of that date and

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thereby promised to pay to said S. A. Cherry or order $750.00 in one year thereafter @ 6% int. and $360.00 in two years thereafter @ 6% interest and $220.00 in three years thereafter @ 6% interest; Interest payable annually in each case (copies of said notes are hereto attached marked "A" "B." & "C." respectively).

2nd The defendants Alice G. Phelps and her husband William A. Phelps on said 2nd day of October A.D. 1882, to secure the payment of said notes executed and delivered to said S. A. Cherry their mortgage deed and thereby conveyed to said S. A. Cherry his heirs and assigns the following premises (being the property of said Alice A. Phelps) situate in the Township of York in the County of Union and State of Ohio, being a part of U. M. Survey No. 3239 and bounded and described as follows: Beginning at a stone in Washington Davis East-line and South West corner to Abraham Peaboughs land, Thence S. 82 3/4° E. 20 12/100 Poles to a post corner to Theodore Phelps's land; Thence S. 22 1/2° W. 23 72/100 poles to a stone planted on broken brick; Thence N. 84° W. 17 8/10 poles to a stone in said Davis East-line; Thence N. 8 1/2° E. 23 28/100 poles to the beginning, Containing 2 1/2 Acres more or less. The conditions contained in said deed were in substance if said William A. Phelps should well and truly pay the aforesaid promissory notes and the interest thereon when the same becomes due according to the tenor thereof then these presents to be void otherwise to be and remain in full force and interest in law.

3rd. On the 5th day of October A.D. 1882, at 9 o'clock A.M. the said mortgage was delivered to the Recorder of said County to be by him entered on record and was recorded Oct. 9th 1882, in Records of Mortgages for said County Vol. 18. Page 490.

4th. On the 1st day of June A.D. 1883, for a full, fair and valuable consideration said S. A. Cherry sold, assigned and delivered to the plaintiff the notes and mortgage above described and plaintiff is now the legal owner and holder thereof.

5th The said deed has become absolute. There is due and remaining unpaid upon said indebtedness Four Hundred and Fifty Dollars ($450.00) with interest on $102.50 for one year and on $450.00 from Oct. 2nd 1883.

6th The plaintiff therefore asks Judgment for said sum of $450.00 with interest on $102.50 for one year and interest on $450.00 from Oct 2nd 1883. and that said mortgage may be foreclosed, the said premises ordered to be sold 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 in the premises That said plaintiff is a non resident of said County of Union and is now absent therefrom. Affiant further says that the facts stated and allegations contained in the foregoing petition 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 17th day of November A.D. 1883.

J. D. Burgner, Clerk.

(Over)

Copies of Notes.

"A."

" $750.00 Marysville, Ohio, Oct: 2nd 1882. "
" One year after date I promise to pay to the order of S. A. Cherry, "
" Four Hundred and Fifty Dollars at 6% int: from date. Interest payable "
" annually. Value received "
" Wm A. Phelps. "
Indorsed: " Pay to T. F. Purdue or order. S. A. Cherry "

"B."

" $350.00 Marysville, O. Oct: 2nd 1882. "
" Two years after date I promise to pay to the order of S. A. Cherry "
" Three Hundred and Fifty Dollars at 6% int: from date, Interest payable"
" annually, value received. "
" Wm A. Phelps "
" Indorsed: Pay to T. F. Purdue or order - S. A. Cherry. "

"C."

" $225.00 Marysville, O. Oct: 2nd 1882. "
" Three years after date I promise to pay to the order of S. A. "
" Cherry Two Hundred and Twenty-Five Dollars at 6% int: from date. Interest"
" payable annually. Value received. "
" Wm A. Phelps. "
" Indorsed: Pay to T. F. Purdue or order. S. A. Cherry "

To Clerk:-

Praecipe — Issue summons for defendants in above entitled case returnable according to law. Indorse "Amt. claimed $750.00 and int. on $1025.00 for one year and int. on $450.00 from Oct: 2nd 1883 and foreclosure of mortgage.

A. T. Carpenter

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.

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

4377 — We command you to notify Alice G. Phelps and William A. Phelps that they have been sued by T. F. Purdue in the Court of Common Pleas, and that unless they answer by the 15th day of December A.D. 1883, the petition of said T. F. Purdue against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 26th day of Nov. A.D. 1883.

Seal — Witness my hand and the seal of said Court, this 17th day of Nov. A.D. 1883.

J. Q. Burgner, Clerk.

Endorsed: An action for foreclosure of mortgage. Amount claimed $450.00 and int: on $1025.00 for one year and int: on $450.00 from Oct: 2nd 1883.

A. T. Carpenter Plff's Atty.

Said Writ returned and filed Nov. 26th 1883. endorsed as follows, to-wit:-

Sheriff's Return

The State of Ohio, Union County, ss.

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Alice G. Phel

4377

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Sheriffs Return

The State of Ohio }
Union County, ss }

Sheriffs Return.

Received this Writ this 17th A.D. 1883, at 12 o'clock M., and pursuant to its command, on the 24th day of November A.D. 1883, I served the same by delivering a true copy of this writ with endorsements thereon to each of the within named defendants. — Sheriffs Fees:- Service $3; Mileage 2.20, Copy 40, Total $4.60 —

John Workensack, Sheriff.

Afterward on the 17th day of May A.D. 1884, the following entry was made on the Journal of said Court, to-wit:-

Entry

T. F. Perdieu, Plaintiff.
vs.
Alice A. Phelps, et. al. Defendants.

4377

This cause coming on for hearing and it appearing that since the filing of plaintiffs petition his claimes have been satisfied, except the costs herein, it is ordered and adjudged that plaintiff recover of defendants the costs of this action taxed to $ and that if defendants fail for 10 days to pay the same to the Clerk of this Court 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 Eleventh day of September in the year of our Lord one thousand eight hundred and Eighty-two:- Heretofore, to-wit:-

On the 27th day of December A.D. 1880, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

H. M. Rouse, Administrator of Estate of John Mc Guire deceased, Plaintiff
vs.
Pittsburgh, Cincinnati & St. Louis Railway Company, Defendant.

Court of Common Pleas.
Union County, Ohio
Petition.

3749

Plaintiff says, on or about the 20th day of December A.D. 1880, he was duly appointed and qualified and letters were granted to him as administrator of the estate of John Mc Guire late of the County of Madison in the State of Ohio, deceased, by the Probate Court of the said County of Madison.

Plaintiff further says that the defendant the Pittsburgh, Cincinnati and St. Louis Railway Company is a corporation duly organized under the laws of the said State of Ohio, that the said defendant owned used and had full control of a certain railway with its locomotives and cars running from Columbus in the said State of Ohio in a northerly direction through the Counties of Franklin, Madison, Union and Champaign in the said State of Ohio and thence to Indianapolis in the State of Indiana, before and at the time of the commencing of the grievances hereinafter set forth and was accustomed to and did

in fact run its locomotives and cars over said rail-way in trains carrying passengers and freight or otherwise: And that on the 5th day of November A.D. 1880, while the deceased the said John Mc Guire was at or near the depot of the said defendant in the Village of Plain City in the said County of Madison in the said State of Ohio, the said defendant by its agents and servants did so carelessly, negligently and improperly manage and conduct its trains running on said rail-way, and that by reason of such carelessness, negligence and improper management in running the locomotives and cars of the said defendant, the said locomotives and cars of the said defendant came against, upon and over the said John Mc Guire deceased, and that the said John Mc Guire was then and thereby and without any fault upon the part of the said John Mc Guire struck, run over and killed to the damage of of the said plaintiff as said administrator of the said John Mc Guire deceased said in the sum of ten thousand dollars. Wherefore the plaintiff as the said Administrator of the said estate of the said John Mc Guire deceased prays judgment against the said defendant for the said sum of ten thousand dollars, his damages so as aforesaid suffered and sustained.

Robinsons & Pipes Attorney for Plaintiff.

State of Ohio, }
Union County, ss. }

H. M. Rouse being duly sworn according to law says the facts stated and allegations in his foregoing petition are as he verily believes true.

H. M. Rouse Admr of John Mc Guire deceased.

Sworn to before me by H. M. Rouse and by him subscribed in my presence this 25th day of December A.D. 1880.

Seal

J. T. Black, Notary Public for Madison County, Ohio.

Pracipe — To Clerk:-

Issue summons upon the petition in the above case to Sheriff of Union County, Ohio against the defendant The Pittsburgh, Cincinnati & St. Louis Railway Company, returnable according to law. Damages claimed $10,000 &c

Robinson & Pipes Attorneys for Plaintiff.

We acknowledge ourselves as securety for costs for the plaintiff in this cause according to the order of Court

Feby. 18th 1881.

C. L. Barlow Seal
S. N. Mc Cloud Seal

The above sureties approved Feby 18th 1881

M. M. Weigel, Clerk.
By Taber Randall, Deputy.

Entry — On the 27th day of December A.D. 1880, the following Summons was issued by the Clerk of said Court, to-wit:-

Summons — 3749

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

To the Sheriff of the County of Union, Greeting

We command you to notify The Pittsburgh

Cincinnati & [illegible]
Rouse Admin
Common Pleas
of January A D
the Clerk's Office
rendered accord
day of January

Seal

Endorsed: Rec

Said Writ return

Sheriffs Return 3749

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Motion

vs.

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Entry

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Cincinnati & St. Louis Railway Company that it has been served by H. M. Rouse Administrator of the Estate of John McGuire deceased in the Court of Common Pleas of Union County, and that unless it answer by the 29th day of January A.D. 1881, the petition of the said H. M. Rouse against it filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 30th day of January A.D. 1881.

Witness my hand and the seal of said Court, this 27th day of December A.D. 1880.

[Seal]

W. M. Wright, Clerk.

Endorsed: Law action for damages.- Amount claimed $10.000, &c.

Robinson & Piper Pltff's Attorneys

Said Writ returned and filed January 3rd A.D. 1881, endorsed as follows, to-wit:

Sheriffs Return 3749

The State of Ohio
Union County ss.

Sheriffs Return.

Received this Writ December 27th A.D. 1880 at 4 o'clock P.M. and pursuant to its command there being no President Secretary or General Agent of the within named Pittsburgh, Cincinnati and St. Louis Rail Way Company in my County I served this Writ by delivering a certified copy thereof with the endorsements thereon to S. M. Dolbear, he being ticket and freight agent of said road at Guilford Center Ohio, and having charge of the freight and ticket office at said station — Sheriffs Fees Service .35; Mileage 60, Cop. 25; Total $1.20 —

J. J. Miller Sheriff
By Dyer Reed Deputy

Motion 4749

On the 21st day of January A.D. 1881, a motion was filed with the Clerk of the Court which reads as follows, to-wit:-

H. M. Rouse Admr of Estate of John McGuire, decd. Plaintiff.
vs.
The Pittsburgh, Cincinnati & St. Louis Rail Way Company, Defendants

Union County Common Pleas.
Motion.

The Defendant, the Pittsburgh, Cincinnati and St. Louis Rail Way Company now comes and moves the Court to require the plaintiff to give security for costs herein - for the reason that said plaintiff is a non-resident of Union County, Ohio.

Entry 4749

Afterwards on the 5th day of February A.D. 1881, an Entry was made on the Journal of said Court which reads as follows, to-wit:-

H. M. Rouse Admr of Estate of John McGuire decd Plaintiff.
vs.
The Pittsburgh, Cincinnati and St. Louis Railway Company Defendant

Damages

And now came on this cause to be heard upon the motion of the defendant for an order from this Court requiring the plaintiff to give security for costs herein, and the Court being fully advised in the premises do sustain said motion.

Thereupon plaintiff asked and obtained leave to put in security for costs within fifteen days from the rising of the Court and to the defendant was by said Court granted thirty days from same time to plead to plaintiffs petition and this cause continued.

Afterwards on the 4th day of March A.D. 1881, a Demurrer was filed with the Clerk of said Court which reads as follows, to wit:-

Demurrer

H. M. Rouse Admr. of Estate of John McGuire dec'd Plaintiff
vs.
The Pittsburgh, Cincinnati & St. Louis Rail Way Company, Defendant

Union County Common Pleas.
Demurrer.

3749

And now comes the Defendant The Pittsburgh, Cincinnati & St. Louis Rail Way Company and demurs to the plaintiffs petition herein, - for the reason that the same does not state facts sufficient to constitute a cause of action in favor of said plaintiff and against this defendant

Afterwards on the 3rd day of May A.D. 1881, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to wit:-

Entry

H. M. Rouse, Admr. of Estate of John McGuire, dec'd, Plaintiff
vs.
The Pittsburgh, Cincinnati & St. Louis Rail Way Co. Defendant.

3749

This cause came on to be heard on demurrer to plaintiffs petition and was argued by counsel, on consideration whereof the Court does sustain the same and thereupon at the plaintiffs request leave was given him to file Amended Petition by Saturday May 7th and cause continued

Afterwards on the 7th day of May A.D. 1881, the following Amended Petition was filed with the Clerk of said Court, to wit:-

Amended Petition

H. M. Rouse Admr. of Estate of John McGuire, deceased, Plaintiff
vs.
Pittsburgh, Cincinnati & St. Louis Rail Way Company, Defendant.

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

3749

Plaintiff now comes within the rule of the Court and files his amended petition in this case and says:-

On or about the 20th day of December A.D. 1880, he was duly appointed and qualified and letters were granted to him as administrator of the estate of John McGuire late of the County of Madison in the State of Ohio deceased by the Probate Court of the said County of Madison.

Plaintiff further says that the defendant, The Pittsburgh Cincinnati and St. Louis Railway Company is a corporation duly organized under the laws of the State of Ohio, that said defendant owned, had full control of and operated a certain line of rail way running from Columbus in the State of Ohio, in a north-westerly direction

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Answer

The Pittsburgh
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The Pittsburg
to said plaint

through the Counties of Franklin, Madison, Union and Champaign in the said State of Ohio, and thence to Indianapolis in the State of Indiana, before and at time of the committing of the grievances hereinafter set forth and was accustomed to and did in fact run its locomotives and cars over said railway track in trains, carrying passengers and freight or otherwise, and that on the 6th day of November A.D. 1880, while the deceased the said John Mc Guire was at or near the depot of the said defendant in the village of Plain City in the said County of Madison in said State of Ohio, the said defendant by its agents and servants did so carelessly, negligently and improperly manage and conduct its trains running on said railway, that by reason of said careless, negligent and improper management in the running of the locomotives and cars of the said defendant, the locomotive and cars of the said defendant ran against upon and over the said John Mc Guire deceased, so that the said John Mc Guire was thrown and thereby and without any fault upon the part of him the said John Mc Guire was upon, against and over and killed instantly to the damage of the said plaintiff as said administrator of the said John Mc Guire in the sum of Ten Thousand Dollars. This action is brought and prosecuted for the benefit of Francis Mc Guire the father of the said John Mc Guire deceased and Eliza Mc Guire a sister of the said John Mc Guire deceased the only living child of the said Francis Mc Guire and Johannah Mc Guire the mother of said John Mc Guire died long since. The said Francis Mc Guire and Eliza Mc Guire being the only persons entitled to benefits resulting from this action. Wherefore the plaintiff as the administrator as aforesaid claims and prays judgment against the said defendant for the said sum of Ten Thousand Dollars, his damages so as aforesaid sustained.

Robinson & Piper Attys for Plaintiff

State of Ohio
Union County ss.

H. M. Rouse being duly sworn according to law says the facts stated and allegations in his foregoing Amended Petition are as he verily believes true.

H. M. Rouse, Admr of the estate of
John Mc Guire deceased

Sworn to before me by H. M. Rouse and by him subscribed in my presence this 6th day of May A.D. 1881

James Robinson J.P.

Afterwards on the 26th day of August A.D. 1881, the following Answer was filed with the Clerk of said Court, to-wit:-

Answer

H. M. Rouse, Administrator of estate of
John Mc Guire deceased Plaintiff
vs.
The Pittsburgh, Cincinnati & St. Louis
Railway Company, Defendant.

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

3749

Answer

And now comes the said Defendant The Pittsburg, Cincinnati & St. Louis Rail Way Company and for Answer to said plaintiffs Amended petition filed herein on 7th day of May A.D. 1881

and admits that it is a corporation and was on the 5th day of November A.D. 1880 and prior thereto using and operating a certain line of railway extending Eastward from Columbus Ohio to Indianapolis, Indiana and through the said Counties of Franklin, Madison, Union and Champaign in the State of Ohio; and admits that the plaintiff was duly appointed Administrator of the Estate of John Mc. Lunn deceased - as stated and set forth in said Amended Petition. but the Defendant denies each and every other averment and allegation in said Amended Petition set forth and prays to be hence dismissed.

By F. Chance, Atty for Defendant.

The State of Ohio
Champaign County, ss.

F. Chance being sworn says that he is Attorney for the Pittsburgh, Cincinnati and St. Louis Rail Way Company the Defendant herein which is a corporation organized under the laws of Ohio, and that the statements of the foregoing answer are true as he verily believes.

F. Chance.

Sworn to by F. Chance before me and by him signed in my presence this 24th day of August A.D. 1881.

John F. Gourey, Notary Public [Seal]

Afterward on the 12th day of Sept. A.D. 1881, an Entry was made on the Journal of said Court which reads as follows, to-wit:-

H. M. Rowe Admr. etc.

Entry vs.

Pittsburgh Cincinnati & St. Louis Rail Way

3749

The defendant having filed his answer out of rule, the plaintiff elects to continue and file Reply in 30 days from the rising of the Court. It is therefore ordered the cause be continued and leave given to plaintiff to reply in 30 days.

Afterward on the 11th day of January A.D. 1882, the following entry was put upon the Journal of said Court, to-wit:-

H. M. Rowe Admr. of estate of
John Mc. Lunn decd. Plaintiff

Entry vs.

The Pittsburgh, Cincinnati &
St. Louis Rail Way Co. Defendant.

3749

Union County Common Pleas.

On the application of the plaintiff and at his cost this cause is continued.

Afterward on the 1st 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:-

H. M. Rowe Admr.

Entry vs.

Pittsburgh, Cincinnati & St. Louis
Rail Way Company

3749

Continued by Agreement.

Afterward on the 12th day of September A.D. 1882, a petition was filed with the Clerk of said Court which reads as follows, to-wit:

H.M. Rouse Admr. of Estate of
John McGuire, decd Plaintiff
vs.
The Pittsburgh Cincinnati &
St Louis Rail Way Co. Defendant.

Petition 3749

Union Co. Common Pleas.

This cause coming on for trial, the jury being duly empannelled and sworn and the plaintiff having introduced all of his testimony and evidence and having rested his cause, the defendant by its counsel moves the Court to withdraw the case from the jury and to dismiss the same at the costs of the said plaintiff, for the reason that said plaintiff has wholly failed by his proof to sustain the averments of his petition and has wholly failed to introduce any proof, tending to show that the death of said John McGuire was caused by reason of the negligence of the defendant and because the plaintiffs testimony and evidence shows that the accident resulting in the death of said John McGuire was brought about by reason of his own carelessness and negligence.

On the 12th day of September A.D. 1882 the following Entry was made on the Journal of said Court to-wit:

H.M. Rouse Admr. of the estate of
John McGuire decd Plaintiff
vs.
The Pittsburgh, Cincinnati &
St Louis Railway Co, Defendant.

Entry 3749

This day this cause came on for trial and thereupon a jury, to-wit:- Q.R. Thornton Samuel McAdow David Skidmore, Isaac Gaskill, Jas. Gooley, J.T. McCullough, Wilber De Good Hare Thompson, C. Houston, Robert Hill, John Lane, John C. Garrimore was called, duly empaneled and sworn and the plaintiff having introduced all his testimony and evidence and rested his case, thereupon the defendant moved the Court to withdraw the case from the jury and dismiss the same at the costs of said plaintiff for the reason that said plaintiff having introduced all of his testimony and rested his case had wholly failed by his proof to sustain the averments of his petition and had wholly failed to introduce any proof showing or tending to show that the death of said John McGuire was caused by reason of the negligence or carelessness of the defendant and for the reason that the plaintiffs own testimony and evidence showed that the accident resulting in the death of said John McGuire was brought about by reason of his own carelessness and negligence and thereupon after argument of Counsel and consideration of the motion, the Court does sustain the same and directs that a juror be withdrawn and the jury discharged and the case dismissed at the costs of the said plaintiff, to which ruling and finding of the Court the said plaintiff by his counsel excepted. It is therefore ordered and adjudged by the Court that the defendant recover of the said plaintiff his costs herein taxed to $. and that in default thereof for five days execution issue therefor. And thereupon the Court suspended execution until the Bill of Exceptions during the term can be prepared & duly signed.

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 Upnion of the Third Subdivision 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 10th day of January A.D. 1885, the following Petition was filed with the Clerk of said Court: to-wit:-

Winslow S. Phelps, Winslow Phelps,
William A. Phelps, & Samuel H. Phelps,
doing business under the firm name & style of
W. S. Phelps & Sons, Plaintiffs.

as.

Benjamin Hartenow, H. D. Gosnell and
Alexander Crist, Defendants.

Court of Common Pleas
Union County, Ohio.

Petition

Petition.

4650.

Plaintiffs say: that their cause of action is founded upon a promissory note of which the following is a copy:-

" $100.00 Peoria, Ohio: Feby. 19th 1884 "

" Six months after date I, we, or either of us of Peoria P.O. Union "
" County, State of Ohio, promise to pay to the order of W. S. Phelps and Sons "
" One Hundred Dollars at Bank of Marysville, Marysville Ohio: Value "
" received, with 8 per cent interest after date "
"
" Hartenow & Gosnell "
" Alex. Crist. "

" On said note appears the following endorsements:- "Sept. 11th 1884 "
" Paid on within note $28.29" There remains due and unpaid upon said note the sum of Seventy-Six and 19/100 Dollars which plaintiffs claim with interest at 8% per annum from Sept. 11th 1884.

II. Plaintiff say their second cause of action is founded upon a promissory note of which the following is a copy:-

" $100.00 Peoria Feb 19th 1884 "

" Eight months after date I, we, or either of us of Peoria P.O. Union County "
" State of Ohio promise to pay to the order of W. S. Phelps & Sons One Hundred Dollars "
" at Bank of Marysville, Marysville Ohio; Value received with 8 % interest "
" after date. "
"
" Hartenow & Gosnell. "
" Alex. Crist. "

There remains due and unpaid upon said note the sum of One Hundred Dollars which the plaintiffs claim with interest at eight per cent per annum from February 19th 1884. Plaintiffs therefore pray judgment for sum of One Hundred and Seventy-six and 19/100 with interest on Seventy six and 19/100 Dollars from Sept. 11th 1884, and interest on One Hundred Dollars from Feby. 19th 1884 at eight per cent per annum.

Robinson & Piper Attorneys for Plaintiff.

State of Ohio
Union County, ss.

L. Piper being duly sworn according to law says he is one of the attorneys of the plaintiff W. S. Phelps & Sons, duly authorized in the premises, and that the facts stated and allegations in the foregoing

Petition

4681

petition are true
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Swore
this 10th day of

We hereby
appearance

Afterward
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W. S. Phelps

Entry

4680

Benj. Hartn

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petitioner are true as he verily believes, that the action is founded upon a written instrument for the payment of money only and now in the hands of this affiant

L. Piper.

Sworn to before me by L. Piper and by him subscribed in my presence this 10th day of January 1885.

J. D. Burgner, Clerk.

We hereby waive the issuing and service of process and enter our appearance to this suit this 10th day of January 1885.

Benjamin Hartman
F. D. Iosnell.
Alex. Crist.

Affirmed on the 17th day of February A.D. 1885, the following Entry was made on the journal by the Clerk of said Court, to-wit:-

W. S. Phelps & Sons Plaintiffs
vs.
Benj. Hartman et. al. Defendants

Entry
4680

Money Only.

Upon 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 confessed by them to be true and that they are indebted to the plaintiffs in the sum of One Hundred, Eighty-Six and 83/100 Dollars ($186.83/100) with interest from February 19th 1885 at the rate of eight per cent per annum. It is therefore considered by the Court here that the said plaintiffs W. S. Phelps & Sons recover from the defendants Benj. Hartman, F. D. Iosnell and Alexander Crist the said sum of One Hundred Eighty-Six & 83/100 Dollars ($186.83/100) with interest at eight per cent per annum from Feb. 19th 1885 together with 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 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. Whereof to-wit:- On the 10th day of January A.D. 1885, the following petition was filed with the Clerk of said Court (which reads as follows) to-wit:-

Winslow S. Phelps, Winslow Phelps
William A. Phelps & Samuel F. Phelps
doing business under the firm name & style of
W. S. Phelps & Sons, Plaintiffs
vs.
Benjamin Hartman et & F. D. Iosnell, Defendants

Petition
4681

Court of Common Pleas

Union County, Ohio.

Petitioners.

Plaintiffs say:

Their cause of action is founded upon an account for merchandise sold

and delivered to the defendants of which said account the following is a copy.:

Statement.

Messrs. Hartman & Gosnell To W. S. Phelps & Sons.

1884 July	5	To Mdse Per Bill Rec'd	124	13		
	9	" " " "	40	61		
	26	" " " "	48	84	$213	58

Plaintiffs say there are no credits on said account and that they are justly entitled to the balance due, to-wit: Two hundred thirteen 58/100 dollars which they claim with interest from September 26th 1884 at 6% per annum. Plaintiffs therefore ask judgment for said sum of Two hundred and thirteen and 58/100 dollars with interest from September 26th 1884 at six per cent per annum.

Robinson & Piper Attys for Plaintiffs

State of Ohio
Union County, ss.

L. Piper being duly sworn according to law, says he is one of the attorneys of plaintiffs W. S. Phelps and Sons, duly authorized in the premises and that the foregoing petition is founded upon an account for the payment of money only and now in the possession of this affiant and that the facts stated and allegations are as affiant believes true

L. Piper

Sworn to before me by L. Piper and by him subscribed in my presence this 10th day of January 1885.

J. Q. Burgner Clerk [Seal]

Waiver of Summons

We hereby waive the issuing and service of process and enter our appearance to this writ this 10th day of January 1885.

Benjamin Hartman.
F. D. Gosnell.

Afterward on the 17th day of February A.D. 1885, the following Entry was made on the Journal of said Court, to-wit:-

W. S. Phelps and Sons,

4681 vs.

Money Only.

Benjamin Hartman & F. D. Gosnell

Now 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 confessed by them to be true and that they are indebted to the plaintiffs in the sum of Two hundred and eighteen and 49/100 Dollars ($218. 49/100) with interest from the first day of this term of this court at six per cent per annum.

It is therefore considered by the Court here that the Plaintiffs recover of the defendants the said sum of Two hundred Eighteen and 49/100 dollars ($218. 49/100) with interest from first day of this Term of the Court at the rate of six per cent per annum together with their costs herein expended taxed to $.

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

Pleas
begun and held
County of Union
on the Sixteenth
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Jesse L. Cannon

Petition vs

Delaware Coun

4595

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Clerk:-

Praecipe Issue
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Summons

The State of
Union County

4595

been served by
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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 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 27th day of August A.D. 1884, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

Jesse L. Cameron Plaintiff
vs.
Velasco Case Defendant.

In Union County Court of Common Pleas.

Petition.

45-95

The plaintiff says: that on or about the 1st day of April, 1882; he was employed by the defendant to assist as Attorney in the prosecution of a certain action then about to be brought by defendant against the heirs and Administrator of Newton Case, That the defendant was to pay plaintiff for his services what they were reasonably worth, The plaintiff pursuant to said employment gave his time and attention to the management of said case and did assist in the conduct and management of both in the Common Pleas and District Courts of said County. That the said case was finally ended and determined in the District Court of said County at the March Term thereof A.D. 1884. The plaintiff at the time of said employment was and still is an attorney at-law duly authorized to practice in the State of Ohio and Federal Courts. Said services were reasonably worth the sum of Three hundred and fifty dollars no part of which has been paid. Said sum became due and payable on the first day of April last and though often requested the defendant refuses to pay the same. Therefore the plaintiff asks judgment against said defendant for said sum of Three hundred and fifty dollars with the interest thereon from the first day of April 1884.

J. L. Cameron.

State of Ohio,
Union County, ss

J. L. Cameron being first duly sworn says the facts stated and allegations made in his foregoing petition are true as he believes.

J. L. Cameron.

Sworn to before me and signed in my presence this 27th day of August 1884.

Seal

Frank N. Hamilton Notary Public

Clerk:-

Praecipe

Issue Summons for Defendant. Endorse Amount claimed $350.00 and interest from April 1st 1884.

J. L. Cameron

On the 27th day of August A.D. 1884, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons

Summons in Action for Money Only.

The State of Ohio,
Union County, ss.

To the Sheriff of the County of Union, Greeting:

45 95

We command you to notify Velasco Case that he has been sued by Jesse L. Cameron in the Court of Common Pleas of Union County, and that unless he answers by the 27th day of September A.D. 1884

the petition of said Jesse L. Cameron 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 3d day of September A. D. 1884.

Witness my hand and the seal of said Court, this 27th day of August A.D. 1884.

Seal

J. Q. Burgner Clerk.

Endorsed: Amount Claimed $350.00 and interest from April 1st 1884.

J. L. Cameron Attorney.

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

Sheriff Return

The State of Ohio,
Union County, ss.

Sheriffs Return

Received this Writ Aug. 27th A.D. 1884, and pursuant to its command on the 28th day of August 1884 I served the same by delivering to the within named Velasco Case a true copy of this Writ with endorsements thereon. Sheriffs fees: Service .30, Mileage 1.60 Cop. .20 Total $2.10

John Hohensack Sheriff U. Co. O.

Afterwards on the 27th day of September A.D. 1884, the following Answer was filed with the Clerk of said Court, to wit:-

Answer

Jesse L. Cameron Plaintiff
vs.
Velasco Case, Defendant.

Union County Court of Common Pleas, Ohio.

43-95

Now comes the defendant and for answer to the plaintiffs petition says that he denies that at the time of employing the plaintiff he was about to bring an action, but says that he had brought his action and was considerably advanced in his case at that time: in the case of Velasco Case vs the heirs of Newton Case deceased. He further denies that the plaintiff devoted all his time or attention to the management of said case, during the trial of the same in the Common Pleas and District Courts of said County, which ended at the March Term thereof 1884. He further denies that the service of the plaintiff was worth $350.00 and says that at the time of the employment he paid plaintiff $10.00 Defendant says that said plaintiffs services were not reasonably worth more than ($100.00) One hundred dollars and he hereby offers to allow judgment in favor of plaintiff for said sum of one hundred dollars and costs up to this date.

A. H. Kollefrath and
J. M. Kennedy Attys for Defendant.

State of Ohio
Union County. ss.

Velasco Case being duly sworn says that the facts and allegations in the foregoing answer are as he believes true

Velasco J. Case.

Sworn to and subscribed by the said Velasco Case before me this the 26th day of September A.D. 1884.

Seal

A. H. Brightler Notary Public.

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

Reply

43-95

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Reply

Jesse L. Cameron Plaintiff
vs.
Velasco Case Defendant.

4595

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

Reply.

The plaintiff for Reply to the Answer of the Defendant says: That he denies that the defendant paid him $10.00 or any other sum, and denies that defendants case was considerably advanced when the plaintiff was employed. Whereupon the plaintiff prays as he has already prayed in his petition

J. L. Cameron

State of Ohio
Union County, ss.

J. L. Cameron being first duly sworn deposes and says that the facts stated in his foregoing reply are as he believes true.

J. L. Cameron.

Sworn to before me and signed in my presence this 20th day of Nov. 1884
Seal
J. D. Burgner Clerk.

Afterwards on the 27th day of February A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry

J. L. Cameron, Plaintiff
vs.
V. J. Case, Defendant.

4595

This day came the parties by their attorneys, and this cause came on to be tried; and thereupon came a jury, to-wit:- Wm Staley, Benton Cahill, W. L. James, Moses Laird, T. M. Beaman, M. M. Benjamin, W. S. Bowers, R. M. Montgomery, Thomas Connor, Henry Eyerlinger Calvin Fellenz, O. Williams. who, being duly empannelled and sworn to well and truly try the issue joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties, or discharged by the Court; and after hearing the testimony arguments of counsel, and charge of the Court, the said jurors retired to their room to deliberate upon their verdict, and after due deliberation returned into open Court and presented their verdict in writing in the words and figures following, to-wit:- Civil Action

Verdict.

The State of Ohio, Union County ss. Feb. Term, A.D. 1885, To-wit Feb. 27th 1885 -
J. L. Cameron Plaintiff vs. V. J. Case, Defendant.

We, the jury in this case, being duly impanelled and sworn do find and say that we find for the Plaintiff and assess his damages at $236.00

W. L. Bowers Foreman.

Afterwards on the 4th day of March A.D. 1885, the following Entry was made in the Journal by the Clerk of said Court, to-wit:-

Entry

J. L. Cameron.
vs.
V. J. Case

4595

The jury in this case having upon a former day of this term returned a verdict in favor of the plaintiff and assessed his damages at the sum of $236.00 and no motion for a new trial having been made, on motion of the plaintiff it is therefore considered and adjudged by the Court that the plaintiff recover of the defendant said sum of $236.00 and his costs herein expended taxed at $ for all of which execution is allowed.

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 Seventeenth day of February in the year of our Lord one thousand eight hundred and eighty-five. Whereafore, to-wit:- On the 12th day of December A.D. 1884 the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

Alice M. Buck Plaintiff

vs.

Robert-A. Buck, Defendant.

Court of Common Pleas, Union County, Ohio.

Petition.

4662

The Plaintiff says she and the defendant were lawfully intermarried on the 30th of October 1879 in the County of Brown of the State of Ohio, and she ever resides in Union County Ohio, and for more than a year has done so. And until about the 17th of Oct. 1884 they lived together as husband and wife when the defendant left his home deserting the plaintiff and his family and absconded from the County of Union Ohio where he and the plaintiff resided and took with him one Elmira Norris the wife of another man and the defendant has ever since said time been guilty of committing adultery with the said Elmira Norris. That plaintiff and defendant had two children to-wit Edna E. Buck aged two years the 18th of December 1884 and Florence B. Buck aged since the 30th of October 1883, who are living with the plaintiff in the County of Union Ohio. The plaintiff says there is very little property belonging to them but she says she ought to have a decree for divorce and a decree for alimony and for the custody of her children aforesaid and therefore she prays for such a decree.

Robinson & Piper Attorneys for Plaintiff

The State of Ohio,
Union County ss.

Alice M. Buck the plaintiff being duly sworn deposes and says the allegations of the foregoing petition are true and that she resides in the County of Union Ohio and the defendant has absconded from said County and has gone to parts of the Country to her unknown and she does not know what his Post Office address is and says a summons cannot be served on him as she verily believes in the State of Ohio.

Alice M. Buck.

Sworn to before me and signed in my presence this 11th day of Dec. 1884

Thomas B. Fulton Notary Public

Afterwards on the 17th day of December A.D. 1884, the following proof of publication was filed with the Clerk of said Court, to-wit:-

Proof of Publication

Alice M. Buck

vs.

Robert-A. Buck.

Divorce Notice.

Court of Common Pleas, Union County, Ohio.

4662

The defendant, whose residence is to the plaintiff unknown, is notified that the plaintiff has filed her petition against him in said Court, for divorce and alimony and for cause, charging him with adultery with Almira Norris. Defendant is required to answer by the 10th day of February, 1885.

Robinson & Robinson Attorneys for Plaintiff

The State of
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The State of Ohio,
Union County, ss.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with December 17th 1884.

L. L. English

Sworn to and subscribed before me, this 17th day of February 1885.

Seal

J. L. Duggan Clerk.

Afterwards on the 28th day of March A. D. 1885, the following Entry was made on the Journal of said Court, to-wit:-

Alice M. Buck
vs.
Robert A. Buck

Entry

4662

This day came the plaintiff and made proof of publication of legal notice to the defendant of the pendency of this petition to the satisfaction of the Court, whereupon this cause came on to be heard on the evidence. Whereupon the Court being fully advised in the premises do find the allegations of the petition are true and that defendant is guilty of the charge of adultery with Elmira Norris made in said petition.

It is therefore considered, ordered and decreed by the Court that said plaintiff be and she is divorced from her said husband the defendant and said marriage of said parties is set aside and decreed void, And the Court further gives to the plaintiff the custody, care and education of the said two children of said parties, to-wit: Edna E. Buck and Florence B. Buck and further that she have reasonable alimony to-wit: That said plaintiff recover of said defendant for her alimony the sum of two hundred dollars. And it appearing that the defendant has an interest in one and a half acres of land situate in said County of Union hereinafter described subject to the mortgage of James R. Mitchell thereon. It is therefore decreed that said $200.00 is made a lien on said premises subject to said mortgage: Said land is described as follows: part of Survey No. 2991 Beginning at a stone in the S. West corner to the Holmes lot; thence N. 8 2¾ E 6 poles to a stone thence S. 8. E. 15 poles to a stone, thence S. 8 2¾ W. 4 poles, thence N. 15 poles to the beginning containing one half acres more or less, Also in same survey Beginning at the N. W. corner of lot No. 28 in the Village of Frankfort, thence S. 8. E 11 poles and 14½ links to a stake for the place of beginning, thence S. 8. E 11 poles and 14½ links to a stone, thence S. 8 2½ W. 15 poles to a stone, thence N. 8 W. 11 poles and 14½ links to a stone, thence 8 2½ E 15 poles passing along the south side of the barn to the place of the beginning containing one acre more or less. And the Court further order and decree that in case said plaintiff shall pay off said mortgage lien of James R. Mitchell on said premises that she hold said premises in fee simple as her own to have and to hold the title thereto together with said mortgage lien to her and her heirs in fee simple. but if she thus takes and holds said premises, that it shall be a satisfaction of said judgement of $200.00 alimony. And further in case said premises be sold at Sheriffs sale under the foreclosure of said mortgage it is ordered that whatever

balance shall remain after paying said mortgage and costs and taxes shall be paid over to plaintiff as part of her alimony aforesaid.

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 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 16th day of January A.D. 1885; the following Petition was filed with the Clerk of said Court which reads as follows, to-wit:-

J. A. J. Crispin, Plaintiff

vs.

Daniel J. Sanderson and
Manerva Sanderson Defendants

Petition

Court of Common Pleas, Union County Ohio.

Petition

4690

The Plaintiff says: That this his action is founded upon a promissory note of which the following is a copy, to-wit:

" $99.75 November 3rd 1882 "

" Nine months after date we promise to pay to Asaac " Wallace or bearer Ninety-nine and 75/100 Dollars, order received "

" Daniel J. Sanderson "

" Manerva her X Sanderson mark "

There are no credits thereon. Plaintiff for a full fair and valuable consideration purchased said note of Asaac Wallace before its maturity and is now the legal owner and holder thereof - There is unpaid and due on said note from defendants to the plaintiff the sum of Ninety nine & 75/100 Dollars at 6% interest thereon from August 3rd 1883, which plaintiff claims and for which he asks judgment.

A. T. Carpenter Attorney for Plaintiff

The State of Ohio
Union County, ss.

A. T. Carpenter being sworn says he is the attorney of the above named plaintiff duly authorized herein - that this the plaintiffs action is founded upon an instrument for the unconditional payment of money only now in possession of affiant. 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 16th day of January 1885.

Seal

J. D. Burgner Clerk

To Clerk:

Praecipe

Issue summons for defendants in above entitled case returnable according to law. Endorse "Amt claimed $99.75/100 at 6% int. from Aug 3. 1883"

A. T. Carpenter Atty for Plff.

Summons

4690

Seal

Endorsed: C
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On the 16th day of January A.D. 1885, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons in Action for Money Only.

Summons

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

4690

We commend you to notify Daniel J. Sanderson and Manerva Sanderson that they have been sued by J. A. J. Crispin in the Court of Common Pleas of Union County, and that unless they answer by the 17th day of February A.D. 1885, the petition of said J. A. J. Crispin against them filed in the Clerk's office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 26th day of Jan. A.D. 1885.

Witness my hand and the Seal of said Court, this 16th day of January A.D. 1885, at Marysville, O.

Seal

J. Q. Burgner, Clerk.

Endorsed: Money Only. Amount claimed, $99.25 and interest as follows at 6 per cent: On $99.75/100 from August 3rd 1883.

A. T. Carpenter, Plaintiff's Attorney.

Said Writ returned and filed, Jenry. 27th 1885; endorsed as follows, to-wit:-

Sheriff's Return

The State of Ohio
Union County, ss. }

Sheriff's Return.

Received this Writ Jany. 17th A.D. 1885, at 10 o'clock A. M. And pursuant to its command, on the 26th day of January A.D. 1885, I served the same by delivering to the within named defendants Danl P. Sanderson and Manerva Sanderson a true copy of this writ with endorsements thereon. —Sheriffs Fees: Service, .75; Mileage 2.24, Copy .40, Total $3.09—

Marion Hopkins Sheriff.

Afterwards on the 17th day of February A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry

J. A. J. Crispin
vs.
Daniel J. Sanderson and
Manerva Sanderson

4690

And now comes the said J. A. J. Crispin and the said Daniel J. Sanderson and Manerva Sanderson having failed to demur or answer to the petition of the said J. A. J. Crispin it is considered that the said J. A. J. Crispin ought to recover the said sum of $99.75 so demanded in his petition together with the sum of $9.00 which the Court finds due as the interest thereon computed at 6% up to Feb. 16th 1885, as prayed for in said petition: it is therefore considered that the said J. A. J. Crispin recover against the said Daniel J. Sanderson and Manerva Sanderson the said sum of $108.75 with 6% interest from Feb. 16th 1885, 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 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 Sixteenth day of February in the year of our Lord one thousand Eight-hundred and eighty-five.

Heretofore, to-wit:-

On the 16th day of January A.D. 1885, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

The Aultman & Taylor Company Plaintiff

vs.

Court-Gibson, F. D. Gosnell & Laura Gibson, Defendants

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

4694

The plaintiff says: That it is an incorporated Company duly incorporated under the laws of Ohio. That this the plaintiffs action is founded upon a promissory note of which the following is a copy to-wit:-

" $190.00 Dated at Mansfield on August 2nd " 1882 "
" On or before the first day of January 1885, for value received we or "
" either of us of Peoria Post-Office County of Union, State of Ohio promise to pay to "
" The Aultman and Taylor Company, a corporation duly organized under "
" the laws of Ohio, or order One Hundred and Ninety Dollars, payable and ne- "
" gotiable without off set at the office of the Farmers Bank, Marysville, with int. "
" at eight per cent per annum from date until paid without relief from the "
" appraisement or exemption laws- We also expressly covenant and agree that "
" the ownership and title to the threshing machine engine and saw mill for "
" which this note is given shall remain in the Aultman & Taylor Company "
" until this note is fully paid, the drawers and indorsers severally waive "
" presentment for payment, protest and notice of protest and non-payment of "
" this note "
"
"
Court-Gibson "
F. D. Gosnell "
Laura Gibson "

There are no credits thereon, there is still unpaid and due on said note from the defendants to the plaintiff the sum of One Hundred and Ninety Dollars with interest thereon @ 8% from date which plaintiff claimes and for which plaintiff asks judgment.

A. T. Carpenter
Atty for Plaintiff

The State of Ohio
Union County, ss.

A. T. Carpenter being sworn says he is the attorney for the above plaintiff and duly authorized therein. That this the plaintiff action is founded upon a written instrument for the unconditional payment of money only, which is now in possession of affiant. Affiant further says that the facts stated and the 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 16th day of January 1885.

Seal

J. D. Burgner, Clerk.

To Clerk:-

Issue summons for defendants in the above entitled case returnable according to law. Indorse "Amt claimed $190.00 @ 8% int. from Aug. 2nd 1882.

A. T. Carpenter Atty. for Plaintiff.

Summons

4694

Sheriffs Return

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On the 16th day of January A.D. 1885; a summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons in Action for Money Only.

Summons 4694

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

We command you to notify Cort Gibson, F.D. Gosnell and Laura Gibson that they have been sued by The Aultman and Taylor Company in the Court of Common Pleas of Union County, and that unless they answer by the 14th day of Feb. 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 26th day of January A.D. 1885.

Witness my hand and the Seal of said Court, this 16th day of January A.D. 1885, at Marysville, Ohio.

Seal

J.D. Burgner, Clerk.

Endorsed, Money Only. Amount Claimed, $190.00 and interest as follows, at 8 per cent from August 2nd 1882. A.T. Carpenter Attorney for Plaintiff.

Said Writ returned and filed Jany 27th 1885 endorsed as follows, to-wit:-

Sheriffs Return

The State of Ohio, Union County, ss. } Sheriffs Return

Received this Writ Jany 17th A.D. 1885, at 10 o'clock A.M. And pursuant to its command, on the 26th day of Jany. A.D. 1885, I served the same by leaving a true copy of this Writ at the usual place of residence of Cort Gibson and by delivering a true copy to F.D. Gosnell and Laura Gibson with endorsement thereon. ~ Sheriffs Fees: Service, .60, Mileage 2.88, Copy 60 Total $4.08.

Marion Hopkins Sheriff.

And now on the 17th day of February A.D. 1885, the following entry was made on the Journal of said Court, to-wit:-

Entry

The Aultman & Taylor Company vs. Cort Gibson, F.D. Gosnell & Laura Gibson

4694

And now comes the said The Aultman & Taylor Company and the said Cort Gibson, F.D. Gosnell and Laura Gibson having failed to demur or answer to the petition of the said The Aultman and Taylor Company it is considered that the said The Aultman & Taylor Company ought to recover the said sum of $190.00 so demanded in their petition together with the sum of $38.52 which the Court finds due as the interest thereon computed at 8% up to Feb. 16th 1885, as prayed for in said petition: it is therefore considered that the said The Aultman & Taylor Company recover against the said Cort Gibson, F.D. Gosnell and Laura Gibson the said sum of $228.52 with 8% int from the 16th day of Feb. 1885, together with his costs in and about his suit in this behalf 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 Subdivision 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-four. Heretofore, to-wit:-

On the 16th day of January A.D. 1884- the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

4692

D. Mulford, Plaintiff
vs.
Washington Davis, Defendant

Court of Common Pleas, Union County, Ohio.

First Cause of action: The plaintiff says that-this his first-cause of action is founded upon a promissory note of which the following is a copy, to-wit:-

" Marysville, Ohio May 12th 1884 "
" On or before the first-day of September 1884, I promise to pay to the order of "
" David Mulford the sum of sixty Seven + 57/100 dollars with eight-per cent- "
" annually after due till paid, value received. "
" Washington Davis. "

There are no credits thereon. There is due (and unpaid) on said note from the defendant-to the plaintiff the sum of sixty-seven and 57/100 dollars with 8% thereon from the first-day of September 1884 which plaintiff claims and for which he asks judgment.

Second cause of Action. The plaintiff says this his second cause of action is founded upon a promissory note of which the following is a copy, to-wit:

" Marysville Ohio, May 12th 1884. "
" On or before the first-day of December 1884, I promise to pay to the order of "
" David Mulford, the sum of Sixty seven and 57/100 dollars with eight-per "
" cent-interest annually after date till paid. Value "
" Washington Davis "

There are no credits thereon. There is still unpaid and now due from the defendant-to the plaintiff on said note the sum of Sixty-seven and 57/100 Dollars with-8% interest thereon from the first-day of December 1884, which plaintiff claims and for which he asks judgment. Plaintiff therefore, on his two causes of action asks judgment-against the defendant-for the sum of One Hundred and Thirty-five Dollars, with interest @ 8% on Sixty seven and 57/100 dollars from September 1st 1884, and with interest-@ 8% on Sixty-seven and 57/100 Dollars from December 1st 1884

A. T. Carpenter Atty for Plaintiff.

The State of Ohio,
Union County, ss.

A. T. Carpenter being sworn says that-he is the attorney for the above named plaintiff in this action and duly authorized-that the plaintiffs action is founded upon two promissory notes for the unconditional payment of money only, which notes are now in possession of affiant. Affiant-further says that-the facts stated and allegations contained in plaintiffs foregoing petition are true as affiant verily believes

A. T. Carpenter

Sworn to by A. T. Carpenter before me and signed by him in my presence this 16th day of January 1884. J. Q. Burgner Clerk Seal

Praecipe

To Clerk.

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To Clerk:-

Praecipe — Issue Summons for defendant-in the above entitled case returnable according to law. Indorse "Amt-claimed $135.00 with 8% int-on $67.50 from Sept-1st 1884 and 8% int-on $67.50 from Dec 1st 1884

A. T. Carpenter Attorney for Plaintiff

On the 16th day of Jan. A. D. 1885, a Summons was issued by the Clerk of said Court-which reads as follows, to-wit:-

Summons — Summons in Actions for Money Only

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

4692 — We command you to notify Washington Davis that he has been sued by David Mulford in the Court of Common Pleas of Union County, and that-unless he answers by the 14th day of February 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 26th day of January A. D. 1885.

Witness my hand and the Seal of said Court, this 16th day of
Seal — January A. D. 1885 at Marysville, Ohio.

J. D. Burgner Clerk.

Endorsed: Money Only, Amount-Claimed, $135.00 and interest as follows, at 8 per cent-on $67.50 from Sept-1st 1884, on $67.50 from Dec. 1st 1884. A. T. Carpenter Pff's. Atty.

Said Writ-was returned and filed Jan. 21st 1885 endorsed as follows, to-wit:-

The State of Ohio
Union County, ss. } Sheriffs Return

Received this Writ-Jany 17th A. D. 1885,-at-10 o'clock A. M. And pursuant-to its command, on the 20th day of January A. D. 1885, I served the same by delivering to the within named Washington Davis a true copy of this writ-with endorsements thereon. ~ Sheriffs Fees:- Service .20, Mileage 2.40 Copy .20, Total $2.80 ~

Marcus Hopkins Sheriff
John Hobensack, Deputy Sheriff

Afterwards on the 17th day of February A. D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry — David Mulford
vs.
Washington Davis

4692 — And now comes the said David Mulford and the said Washington Davis having failed to demurre or answer to the petition of the said David Mulford it is considered that-the said David Mulford ought to recover the said sum of $135.00 so demanded in his petition together with the sum of $3.00 which the Court finds due as the interest thereon computed at 8% up to February 16th 1885-as prayed for in said petition; it is therefore considered that the said David Mulford recover against the said Washington Davis the said sum of $135.00 with 8% int-from Feb. 16th 1885, together with his costs in and about-this his suit-in this behalf expended taxed to $

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

Pleas before his Honor John A. Price Judge at a court of Common pleas begun and held at the court-House in the town of Marysville within and for the County of Union and State of Ohio. On the 16th day of February A. D. 1885=

Heretofore, To-Wit; On the 17th day of October A. D. 1884 a Petition was filed with the Clerk of said Court which reads as follows. Viz;

Petition 4634

Sterling F Coons. Plaintiff
Against
William M. Haines and
Margaret J. Haines Defendant

Court of Common Pleas
Union County, Ohio.

The plaintiff Says- That on the 1st day of April A.D 1882. the defendant William M. Haines Made and delivered to plaintiff his three Several Promissory Notes of that date and thereby promised to pay to the order of plaintiff $700.00 in One Year thereafter @ 6% int from date, $700.00 in two Years thereafter @ 6% interest from date, and $700.00 in three years thereafter @ 6% interest from date, all of said Notes being given for balance of the purchase Money for the premises hereinafter described. (Copies of said notes are hereto attached Marked. "A" "B" & "C" respectively).

2d The defendants William M. Haines and Margaret J. Haines on said 1st day of April 1882. to Secure the payment of said Notes, Executed and delivered to the plaintiff his Mortgage deed and thereby Conveyed to the plaintiff, his heirs and assigns the following premises. Situate in the Township of Washington. County of Union and State of Ohio. being a part of U. M. Survey No 9917. Beginning at a Stake in the center of the East Liberty and Essex road and corner with J. B. Haines. Thence N 10° W 18 7½ poles passing J. W. Tallman's South west corner to a Stake in said J. B. Haines; Thence S. 78½° W 50½ poles with J. B. Haines South land line to a Stake; Thence S. 16° E. 88½ poles to a Stake corner with said J. B. Haines; Thence N 79½° E 14 poles to a Stake corner With said J. Haines, Thence S 10° E. 94 poles to a Stake corner with said J. Haines. Thence S 46½° E 26 8/10 poles to a Stake in the center of said East Liberty & Essex road; thence with the center of said road N 41½° E 26 7/10 poles to the place of beginning containing Fifty two acres and thirteen poles. Excepting therefrom ½ acre in the North East corner belonging to J. B. Haines.

The condition contained in said Mortgage deed was in substance. that if said Wm M Haines should pay said Notes & interest when due, then these presents Should be void. Otherwise, to be and remain in full force and Vertue in Law.

3d On the 6th day of April A.D. 1882 at 11 o'clock A. M. the said Mortgage was delivered to the Recorder of said County to be by him Entered on record and was recorded April 18th 1882 in Vol 17 page 420 of records of Mortgages for Union County Ohio.

4th= The said deed has become absolute. There is now due and remaining unpaid upon said Notes the Sum of Fourteen hundred dollars with 6% interest from April 1st 1882.

5th= The plaintiff therefore asks Judgment against said William M. Haines for said Sum of Fourteen Hundred dollars with 6% interest from April 1st A.D. 1882. and that said Mortgage may be foreclosed the said premises ordered to be sold and the proceeds applied to the payment of said debt and Execution awarded for the balance and for all proper relief.

A. T. Carpenter
Atty for Plaintiff

Praecipe

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Entry 4634

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The State of Ohio Union County S.S.

Sterling F. Coons the above named plaintiff being Sworn Says that the facts Stated and allegations Contained in his foregoing petition are true as he verily believes.

Sterling F Coons.

Sworn to by Sterling F Coons before me and Signed by him in my presence this 17th day of October A.D. 1884.

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

"Copies of Notes"

"A"

"On or before the first day of April 1883. I promise to pay S. F. Coons or order Seven Hundred dollars Six per cent interest - for value received"

April 1st 1882. "W. M. Haines"

"B"

"On or before the first day of April 1884 I promise to pay S. F. Coons or order Seven Hundred dollars Six per cent interest for value received."

April 1st 1882. "W. M. Haines"

"C"

"On or before the first day of April 1883 I promise to pay S. F. Coons or order Seven Hundred dollars Six per cent interest for value received."

"April 1st 1882." "W. M. Haines"

Praecipe — To Clerk.

Issue Summons for defendants returnable according to law. Indorse "Amt. Claimed $1400.00 @ 6% from April 1st 1882 for foreclosure of Mortgage."

A. S. Carpenter

Atty for Plff.

Summons — The State of Ohio, Union County, SS. To the Sheriff of the County of Union, Greeting:

We command you to notify William M. Haines and Margaret J. Haines that they have been Sued by Sterling F Coons in the court of Common pleas of Union County and that unless they answer by the 15th day of November A.D. 1884 the petition of Said Sterling F. Coons 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 October A.D. 1884.

Witness my hand and the Seal of Said Court this 17th day of October A.D. 1884

J. L. Burgner Clerk

By W. M. Winget. Deputy.

Sheriffs Return — The State of Ohio Union County S.S.

Received this writ Oct 17th A.D. 1884, and pursuant to its command, on the 24 day of October A.D. 1884. I Served the Same by delivering a true Copy of this writ with Endorsements thereon to each of the within named Wm M. Haines & Margaret J. Haines.

Service 4$ Mileage 2.88 Copy 40 Total 3.73 John Hobensack Sheriff U.C.O.

Afterward, on the 8th day of December 1884, an Entry was made on the journal of Said Court which reads as follows,

Entry 4634

Sterling Coons
vs
William M. Haines et al

And now comes the Said Sterling Coons by A. S. Carpenter his Attorney, and the Said defendants Still failing to answer or demur to Said petition it is Considered that the Said plaintiff is Entitled to an account of the Money.

due Sum in the premises and the Court after hearing the Evidence do find that there is due to the said plaintiff on the Notes and Mortgage in said petition described the Sum of Sixteen Hundred & Twenty five & 63/100 Dollars (including interest due to date on the first two Notes).

It is therefore considered by the said Court here that the said plaintiff recover of the defendant William M Haines the said Sum of Sixteen hundred & Twenty five & 63/100 Dollars ($1625.63) the Sum so found due as aforesaid, and also his Costs taxed to $. And it is further ordered & adjudged that in case the said defendant fails for three days from the 8th day of December 1884 to pay to the said plaintiff the said Sum of Sixteen Hundred and Twenty five & 63/100 dollars with 6% int from this date 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 & tenements in said petition described to be appraised advertised & sold according to law and apply the proceeds of said Sale in Satisfaction of the said Sum so found due with Costs of Suit.

Sheriffs Return

Afterward on the 19th day of December 1884 an order of Sale was issued by the Clerk of said Court which reads as follows, viz;

Order of Sale

The State of Ohio Union County ss. To the Sheriff of said county Greeting;

Whereas, at a Term of the Court of Common pleas held at Marysville, in and for said county, on the 12th day of Dec A D 1884 in the cause of Sterling F Coons plaintiff and William M Haines & Wife Defendants Said Sterling F. Coons obtained a judgment & decree against the said William M. Haines & Wife for the Sum of Sixteen hundred and Twenty five & 63/100 dollars and Costs of Suit: And Whereas it was then and there by said Court ordered, adjudged and decreed that the said Shall within 3 days from the 8th day of Dec A. D 1884 pay unto the said Sterling F Coons the said Sum of Sixteen hundred & twenty five & 63/100 dollars with interest from 8th day of Dec AD. 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 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 3 days aforesaid have fully Expired and the said Sum of $1625.63 with interest and costs have not been paid as aforesaid as appears to us of record. You are therefore commanded to cause and appraise, advertise and Sell, as aforesaid, the following lands and tenements to Wit; Situated in the Township of Washington County of Union and State of Ohio, bounded and described as follows: Being part of U. M. Survey No 9917. beginning at a Stake in the center of the East Liberty & Essex Road and corner with J. B Haines. thence N 10° W 187½ poles passing T. W. Tallman S. W Corner to a Stake in said J. B. Haines. thence S 79½ W 65½ poles with J. B. Haines South line to a Stake; thence S. 16° E 88½ poles to a Stake Corner with said J. B. Haines, thence N 79½° E 14 poles to a Stake corner with said J. B. Haines. thence S. 10° E 94 poles to a Stake corner with said J Haines. thence S 46½ E 26 8/10 poles to a Stake in the Center of said East Liberty and Essex Road. thence with the center of said Road N 41½° E 26 15/100 poles to the place of beginning containing fifty two acres and thirteen poles. Excepting therefrom ½ acre in the north East corner belonging to J. B. Haines.

Entry of Confirmation

We therefore command you. That you proceed to carry said order into judgment and decree into Effect agreeably to the tenor thereof, and that you Expose to Sale the above described real Estate, under the Statute regulating Sales on Execution

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and that you apply the proceeds of such sale in satisfaction of said judgment and decree with costs and interest as specified therein; and that you make report of your proceeding herein to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.
Witness my Signature as Clerk of our said Court of Common Pleas, and the Seal of said court at Marysville, Ohio. This 19th day of December AD 1884

Seal

J. D. Burgner, Clerk

Sheriffs Return

Jany 24th/885. Order returned. Endorsed as follows:
The State of Ohio Union County ss.
In obedience to the command of the order of Sale here to annexed, I did on the 22d day of December 1884 summon Mathew Burgner David Logan & George Temple 3 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 22d day of Dec 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 $8.00 per acre. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common pleas of said County and on the 22d day of Dec 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 24th day of Jany A. D. 1885 at one Oclock P. M of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit; five consecutive weeks; in pursuance to said notice, I did on said 24th day of January 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 S. F. Coons who bid for the same the sum of per acre thirty six 8/100 dollars and said sum being more than two thirds of the appraised value thereof and said S. F Coons 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 $1845.20 - Service 30 Levy 30 Sum & Swear a pros 120 Conveying appraisers 100 writing a pros 30 copy a pros 30 notice to printer 30 writting notice 30 Mileage 3.20 Total $7.20 Appraisers fees 3.00 Printer fees $13.50

M. Hopkins, Sheriff.

Afterward on the 16th day of February 1885 the following Entry was made on the journal of said court:

Entry of confirmation

Sterling F Coons
vs
William M Haines et al

On Motion of the plaintiff and on his producing the return of the Sheriff of the Sale made under the former order of this court, and the court on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and 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 Sterling F Coons by deed in fee simple the lands and tenements so Sold, and a writ of possession is awarded to put said purchaser in possession of said premises. And the court coming now to distribute the proceeds of said Sale amounting to $1898.19 it is ordered that the Sheriff out of the money in his hands pay. First: The costs in this action taxed to $38.30. Second the taxes now past due on said lands $33.17. Third. To plaintiff amount heretofore found due with interest, to wit; $1643.05. Fourth. To the plaintiff to be credited on the note for $700 due April 1st 1885 the balance of the money in his hands to wit: $173.67. Fifth. The purchaser being willing to do so it is allowed him to assume and pay the $33.17 taxes due on said premises and retain said amount out of the amount for which he bid off said lands.

Attest. J. D. Burgner Clerk
By W. W. Winget Deputy.

Pleas before his Honor John A. Price Judge at a court of Common Pleas. begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio. on the 16th day of February A. D. 1886: Heretofore to-wit: on the 17th day of January 1885 a petition was filed with the clerk of said Court which reads as follows; viz;

Petition 4699

J. H. P. Bonic Plaintiff
Against-
Margaret H. Bonic
William A. Bonic
Isaac W. Bonic
Daniel W. Bonic
Margaret A. Bonic &
Raymond B. Penn Defendants

Court of Common Pleas.

Union County. Ohio.

The plaintiff says: That on or about the day of Rebecca Bonic late of Union County Ohio died intestate Seized of an estate in fee Simple in the following described real estate. Situate in the County of Union and State of Ohio and in Mill creek township, Part of U. M. Survey No 2998 Beginning at a Stake in the center of the Ostrander and Frankfort Gravel Road (said Stake is 120 poles S. 10° E from the north west corner of J. H. P. Bonic's land). Thence S 10° E 7¼ poles to a Stake; Thence N. 80° E 11 Poles to a Stake; Thence N. 10° W. 7¼ Poles to a Stake; Thence S. 80° W. 11 Poles to the beginning Containing one half (½) of an acre more or less.

2d- The said premises descended in Equal Shares to the Plaintiff and his brother W. A. Bonic who has since deceased. leaving his widow the defendant- Margaret A. Bonic. Who is entitled to dower in one half of said premises.

3d- The said premises descended to the the following persons only heirs and legal representatives of the said Rebecca Bonic and W. A. Bonic deceased Subject to said dower of Margaret H. Bonic in one half of said premises.-

1- The Plaintiff who is a Son of said Rebecca Bonic deceased

2d William A. Bonic who is a Son of W.A & Margaret A. Bonic and who is insane and now an inmate of the Central Lunatic Asylum at Columbus. O. and who has no guardian-

3d Isaac W. Bonic who is a Son of said W.A & Margaret A Bonic

4th Daniel W. Bonic who is a Son of said W.A & Margaret Bonic

5th Margaret A Bonic who is a daughter of said W.A & Margaret Bonic. who is a Minor 15 years of age and has no guardian except- that She resides with her Mother, Said Margaret A. Bonic-

6th- Raymond B. Penn. who is a grand child of said W.A & Margaret A Bonic and who is a Minor 8 years of age and whose guardian is the defendant- Isaac Bonic-

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

1st Your petitionee one undivided one half in fee-
2d William H. Bonic one undivided one tenth in fee-
3d Isaac W. Bonic one undivided one tenth in fee.
4th Daniel W. Bonic one undivided one Tenth in fee.
5th Margaret A. Bonic one undivided one Tenth in fee.
6th Raymond B. Penn one undivided one Tenth in fee-

The plaintiff asks that the said parties above named all be made parties defendant to this petition: and the plaintiff desiring to hold his said interest in Severality by partition may be made and that plaintiffs interest be Set off to him in Severality and that the dower of the said Margaret H. Bonic may be also assigned. &c

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Sheriffs Return

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Entry #697

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Entry of appearance of Defts

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partition cannot without manifest injury be made then that the premises may be sold or other order taken pursuant to the Statute.

A. J. Carpenter Atty for Plaintiff

The State of Ohio Union County ss.

J. H. P. Bonic the above named plaintiff being Sworn says that the facts Stated and the allegations contained in his foregoing petition are true as he verily believes.

J. H. P. Bonic

Sworn to by J. H. P. Bonic before me and Signed by him in my presence this 17th day of January 1885.

J. D. Burgner Clerk

Praecipe — To Clerk= Issue Summons to Sheriff of Franklin County Ohio for the defendant- Wm H. Bonic (Who is insane & confined in the Central Lunatic Asylum) returnable according to law. Indorse "action for Partition & assignment of dower." A. J. C.

On the 17th day of January 1885 a Summons was issued which reads as follows:

Summons — The State of Ohio Union County ss. To the Sheriff of Franklin County Greeting:

We command you to notify William H. Bonic that he and others have been Sued by J. H. P. Bonic in the court of Common Pleas of Union County, and that unless he answers by the 14th day of Feb A D 1885 the petition of said J. H. P. Bonic 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 26th day of Jan A. D. 1885. Witness my hand and the Seal of said Court this 17th day of January A. D. 1885. (Seal)

J. D. Burgner, Clerk.

Indorsed= "In action for partition and assignment of dower."

On the 23rd day of Jany 1885 Summons was returned Endorsed as follows:

Sheriffs Return — The State of Ohio Franklin County ss.

Received this writ- January 19th A D 1885 and pursuant to its command, on the 20 day of January A D 1885 I Served the Same by delivering personally a true and certified Copy of this writ with all the Endorsements thereon. Service 20 Mileage 80 Cop 20 Doc & Rec 31 Total $1.61—

Louis Heinmiller Sheriff
By A. J. Sullivan Deputy

Afterward on the 17th day of February 1885 an Entry was made on the journal of Said court which reads as follows. Viz:

Entry H 697 — J. H. P. Bonic vs Margaret A. Bonic et al

It appearing to the court that the defendant William H. Bonic is insane and has been duly Served with Summons in this case, and that he has no legal guardian or trustee. On application of the plaintiff it is ordered that L. Piper be appointed a trustee for the Suit for said William H Bonic and thereupon Said L. Piper accepts Said appointment.

Entry of appearance of Defts — J. H. P. Bonic vs Margaret A. Bonic et als } Court of Common Pleas Union County Ohio- Action in Partition & Dower.

We the undersigned defendants in the above Entitled case hereby waive the issueing and Service of Summons against us and Enter our appearance herein this 17th day of January 1885:

Margaret A Bonic
Isaac W. Bonic
Daniel W. Bonic
Margaret A. Bonic
Bayman B. Bonic

On the 22nd Day of January 1885 an answer was filed with the Clerk of said Court which reads as follows: viz:

Case of Margaret A. Bonic

J. H. P. Bonic Pltff
vs
Margaret A. Bonic et als
} Court of Common Pleas, Union County, Ohio.

And now Comes the defendant Margaret A. Bonic and Says that She is the widow of W. A. Bonic deceased who owned one half of the real estate in the petition described. That as his widow She is entitled to dower in said one half. She now comes and waives the assignment of her dower by Metes and bounds and Consents that said real estate may be sold free and discharged of her dower interest therein, and that the court may out of the proceeds of the sale of said real estate award her the value of her dower estate therein in money, if there be anything left after payment of costs of this proceeding. For the purpose of Enabling the Court to fix the value of the dower therein She Says She is now years of age

Margaret A. Bonic.

Afterward on the 17th day of February 1885 The following answers of Defendants was filed with the Clerk of said Court and read as follows;

Case of Trustee

J. H. P. Bonic Pltff
vs
Margaret A. Bonic et al Defts
} Court of Common Pleas Union County Ohio

William A. Bonic insane defendant by L. Piper his Trustee for this Suit: for answer to the petition denies all the allegations therein contained and Says that he is of unsound Mind and asks the court to protect his rights and to grant him Such Relief as is proper.

L. Piper. Trustee for William A. Bonic

On the 17th day of February 1885 an entry was made on the Journal of said Court which reads as follows

Entry

J. H. P. Bonic
vs
Margaret A. Bonic et al
}

It appearing to the court that Margaret A. Bonic and Raymond B. Penn Minor defendants have been duly Served with Notice and have also Entered their appearance herein, and that said Margaret A. Bonic who is 15 years of age and has no guardian has not applied for the appointment of a guardian ad. litum - although more than 20 days have elapsed Since notified of the pendency of this Suit, and that Raymon B. Penn who is 8 years and has a legal guardian to-wit; the defendant Isaac Bonic, has not by herself or guardian answered nor applied for the appointment of a guardian ad. litum although both said Minors and her said legal guardian have had over 20 days notice of the pendency of this Suit, On application of the plaintiff, it is ordered that L. Piper be appointed guardian ad. litum for both of said Minor defendants, and thereupon said L. Piper accepts said appointment.

Case of Guardian ad. Litum

J. H. P. Bonic Pltff
vs
Margaret A. Bonic et al Defts
} Court of Common Pleas Union County Ohio

Margaret A. Bonic and Raymond B. Penn Minor defendants by L. Piper their guardian ad litum for answer to the petition deny all the allegations therein contained and Say that they are of tender years and ask the court to protect their rights and to grant them Such Relief as is proper. L. Piper, Guardian ad Litum.

Entry No 6997

Afterward on
reads as follows
J. H. P. Bonic
vs
Margaret A.

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Writ of Partition

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Afterward on the 17th day of February 1885 an Entry was made on the journal of said court which reads as follows, viz:

Entry No 6497

J. H. P. Bonic
vs
Margaret A. Bonic et als

And now comes the said J. H. P. Bonic by A. Carpenter his attorney and thereupon this case came on for hearing upon the petition answer of guardian ad. litum for infant defendants and answer of Trustee for Insane defendant and the answer of Margaret A. Bonic and evidence and was argued by Counsel; on consideration whereof the court do find that due notice of the pendancy of this action has been given according to law and the court do further find that the said J. H. P. Bonic has a legal right to and is seized in fee simple of one half part of said premises, and the court do further find that the said William H. Bonic, Isaac W. Bonic Daniel W. Bonic Margaret A. Bonic and Raymond a Penn are tenants in common in said premises in the following proportions, to-wit; Each one is seized of one tenth part thereof and that the said Margaret A. Bonic is Entitled to dower therein and that she consented that said premises be sold free and discharged of dower and elects to take the value thereof in money in case said premises are sold.

It is therefore ordered that a writ of Partition issue to the Sheriff of said County of Union commanding him that by the oaths of Asa Smart M. Huggard and Andrew Anderson, partition be made of said lands subject to the said dower estate in the following proportions to-wit;

To the said J. H. P. Bonic one half part thereof. To the said W. A. Bonice one tenth part thereof To the said Isaac W. Bonic one tenth part thereof. To the said Daniel W. Bonic one tenth part thereof To the said Margaret A. Bonic one tenth part thereof. To the said Raymond B. Penn one tenth part thereof.

It is further ordered that if said Commissioners find that partition cannot without manifest injury be made of said premises that they shall appraise the same free of the dower of said Margaret A. Bonic. And it is further ordered that the Sheriff return his proceedings in the premises forthwith.

Afterward, on the 19th day of February 1885 an order of Partition was issued by the Clerk of said court which is as follows; viz:

Writ of Partition

The State of Ohio Union County S.S.

To the Sheriff of said County. Greeting;

We command you, that without delay, by the oaths of Asa Smart M. Huggard and Andrew Anderson, you cause partition to be made of the following premises, situate in the County of Union and State aforesaid and in Millcreek Township, Part of U. M. Survey No 2998 Beginning at a Stake in the center of the Ostrander and Frankfort travel road (said Stake is 120 poles S 10° E from the north east corner of J. H. P. Bonice land) Thence S. 10° E 7¼ poles to a stake: Thence N 80° E 11 poles to a Stake: Thence N 10° W 7¼ Poles to a stake. Thence S 80° W 11 poles to the beginning Containing One Half (½) acre More or less. among the persons herein named, and in the following proportions to-wit: To J. H. P. Bonic one half part. to W. A. Bonic one tenth part. to Isaac W. Bonic one tenth part to Daniel W. Bonic one tenth part; to Margaret A. Bonic one tenth part to Raymond B. Penn one tenth 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 J. H. P. Bonic is petitioner and Margaret A. Bonic et als are respondents; and that your proceedings in the premises you distinctly certify, under your hand to our said Court forthwith. Witness my Name and the Seal of said Court of Common pleas at the Court House in Marysville Ohio this 19th day of February A D 1885.

Seal

J. L. Burgner, Clerk

Sheriff Return

As commanded by the foregoing Writ of Partition. I have executed the same by the oaths of Asa Smart- Mathias B Haggard and Andrew Anderson as will appear by the report of the Commissioners herewith returned.
Given under my hand. this 25th day of February A. D. 1886:
Service 3.0 Mileage 1.12 Executing writ- 1.20 Swearing Com 1.20 Total 3.82
Com fees 3.00
Marion Hopkins. Sheriff.

Commissioners Report-

J. H. P. Bouic
vs
M. A. Bouic et-als

Union County C. C. Court of Common Pleas.

According to the command of the writ of Partition in this case issued. and on the call of the Sheriff. We. the undersigned Commissioners after first- being 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 Twenty Three dollars.
Given under our hands. this 21st day of Feby. A.D. 1885-
Mathias B. Haggaed
Andrew Anderson
Asa Smart

In the 27th day of February 1885 an entry was made on the journal of said court as follows

Entry 4697

J. H. P. Bouic
vs
Margaret H. Bouic et-als

On Motion to the court by A. T. Carpenter counsel for said petitioner and upon producing the return of the Sheriff and report of the said Commissioners heretofore appointed. 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 and report be and the same is hereby approved and confirmed; And thereupon came the said J. H. P. Bouic and elected to take said premises at the valuation; and it appearing to the court that the said J. H. P. Bouic has paid to the said Margret A. Bouic Wm A Bouic Isaac W. Bouic Daniel W. Bouic. Margaret A. Bouic and Raymond B. Penn their respective shares of said valuation. It is ordered that the said premises be adjudged to him the said J. H. P. Bouic and the Sheriff is ordered to Execute a deed in fee Simple to the said J. H. P. Bouic for the premises aforesaid. and it is further ordered that the costs of this action including a counsel fee of $10.00 to A. T. Carpenter all taxed to $28.45 be paid by the said parties in the following proportions. to-wit- The said J. H. P. Bouic one half part- and the said Wm A. Bouic. Isaac W Bouic. Daniel W Bouic Margaret A. Bouic and Raymond B. Penn each one tenth part- thereof; And in default thereof that Execution issue therefor-

Attest. J. D. Brogner Clerk
By W. M. Winget- Deputy

Petition A765

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vs
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Subscribed
this 16th day

Answer

Margaret-
vs
C. J. Monroe
Le. L. Monroe

Pleas before this Honor John A. Rice Judge, at a court of Commen pleas begun and held at the Courthouse in in the town of Marysville County of Union and State of Ohio within and for said County on the 16th day of February A.D.1883; On said 16th day of February a Petition and answer in Bogmert was filed with the Clerk of said Court: which read as follows;

Petition
No 765

Margaret Stamates
vs
C. J. Monroe and
L. L. Monroe

The State of Ohio Union County ss. In the Court of Commen Pleas.
Civil action for Money only.

Margaret Stamates the above named plaintiff says that there is due to her from C. J. Monroe and L. L. Monroe defendants on a promissory note made by the defendants C. J. Monroe & L. L. Monroe dated the 31st day of August A.D. 1881, which note with the warrant of Attorney thereto annexed, is hereto attached, the sum of One hundred and Nineteen dollars and Ninety cents. with interest at 8 % from the 31st day of August A.D. 1882. The plaintiff further says that she is the legal owner and holder of said note, that the same is due and unpaid, and there are no credits thereon. Wherefore the plaintiff asks judgment against said defendants for the Sum of One hundred & Nineteen dollars and Ninety cents. with interest at 8 % from the 31st day of August A.D. 1882.

S. S. Gardiner. Atty for Plff

Note

$ 119.90 - One Year after date, for value received We jointly and Severally promise to pay Margaret Stamates or order One hundred Nineteen 90/100 Dollars with interest at the rate of 8 per centum per annum, on all unpaid principal and interest after due until paid; interest to be computed every year, with 5 % 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 the note after rendition until paid. We do also hereby waive all right of appeal, the Stay of Execution, the power and privilege to hold Exempt from Execution any Personal or Real Property belonging to us or either of us, and release all errors that may accrue in the rendition of said judgment and all right to sue out a writ of Error; and our attorney is hereby authorized to enter such release in said judgment.

Witness our hands and Seals at this 31 day Aug 1881.

C. J. Monroe.
L. L. Monroe.

The State of Ohio Union County ss.

S. S. Gardiner being duly Sworn Says he is the Attorney of record of the above plaintiff; that he believes the Statements in the foregoing petition to be true. He further says this action is brought upon an instrument in writing which is in his possession.

S. S. Gardiner

Subscribed by S. S. Gardiner in my presence, and Sworn to by him before me this 16th day of February A.D. 1883.

J. L. Burgner Clerk.

Answer

Margaret Stamates
vs
C. J. Monroe &
L. L. Monroe

In Court of Common pleas. Union County ss.

And now comes C. J. Monroe and L. L. Monroe the above

named defendants by the undersigned L. Piper attorney and waive the issueing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiffs petition and against the above named defendants for the Sum of one hundred & forty three dollars and eighty cents, the amount appearing due for principal & interest on said note, and also consent that judgment be Entered in the Same manner against Defendants for Costs of this action, and all Errors are hereby Waived and defendants right to appeal. Feby 16th 1886.

L. Piper atty for Defts

Entry No 4765

Margaret Stamatos
vs
C. J. Monroe et al

This day came the plaintiff by S.S. Gardiner, 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 the appearance of Said defendants herein, and by virtue of the Same Warrant of Attorney confesses that there is due from Said defendants to Said Plaintiff as is alleged in Said plaintiffs petition the Sum of $143.80. It is therefore considered that Said plaintiff do recover of Said defendants the Said Sum of $143.80 So as aforesaid confessed to be due together with costs of Suit herein. To be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of Said Warrant of Attorney, all Errors are released and all rights of appeal, and all right to file a Petition in Error are waived.

J. D. Burgner, Clerk
By W. M. Wright - Deputy

Pleas before his Honor J. A. Price Judge of a court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 16th day of February A.D. 1885. On the 17th day of Jany A.D. 1888 a petition answer and Journal Entry was filed with the Clerk of Said Court which reads as follows. To-wit:

4770 Petition

James B. Hitt & Daniel C. Hitt
Parties doing business under the
firm Name of J. B. Hitt & Co
vs
F. F. Hazen

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

Civil action for Money only

James B. Hitt & Daniel C. Hitt partners under firm name of J. B. Hitt & Co the above named plaintiffs say that there is due them from F. F. Hazen defendant, on a promissory note made by the defendant F. F. Hazen dated the 19th day of September A.D. 1882 which note, with the warrant of attorney thereto annexed is hereto attached the Sum of one hundred and thirty three dollars with interest thereon at 8% from the 19th day of September A.D. 1885. The plaintiffs further Says that they are the legal owners and holder of Said note, that the Same is due & unpaid. Whereupon the plaintiffs ask Judgment against Said defendant for the Sum of One hundred and fifty Eight dollars and fifty one cents with interest at 8% from the 16th day of Feby 1886.

Samuel & Woodburn
Attys for Plffs

Note

The State of Ohio
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Subscribed
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J. B. Hitt
vs
F. F. Haz

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Feb 16th A.D. 188

Entry

J. B. Hitt & co
vs
F. F. Hazen

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The State of Ohio Union County ss

R. L. Woodburn one of the attorneys authorized for the above named plaintiffs, being duly sworn says that he believes the statements in the foregoing petition to be true he further says that the said plaintiffs are nonresidents of Union County and are now absent therefrom -

R. L. Woodburn -

Subscribed by R. L. Woodburn in my presence and sworn to by him before me this 15th day of February A.D. 1882.

J. L. Bruyner Clerk
By W. M. Winget - Deputy.

Note $133.00 Urbana O. Sep 19 1882

Ninety days after date I promise to pay J. B. Hitt & Co at Urbana, or order One hundred thirty three dollars, for value received, with 8% per annum after date and it is understood that the liability of neither of us is to be affected by further time being given for payment and in case said sum should not be paid when due we or either of us do hereby empower any attorney at law in the State of Ohio, to appear for us, or either of us, in any Court of record, or before any justice in the State of Ohio in any action in favor of the holder or holders of this note, for the sum of any time after the same becomes due, and acknowledge the service of process, or waive the same, receive a petition, and confess a judgment against me or either of us in favor of the holder or holders of this note, for the above sum, and interest thereon from maturity, and at the rate of 8% per annum & cost of suit, and release all errors in said bill and this shall be their warrant for so doing.

In Witness whereof, We, each of us hereunto set our hands & seals this 6th day of Sep 1882

F. F. Hazen —

Answer

J. B. Hitt & Co
vs
F. F. Hazen

In Court of common Pleas. Union County, ss.

And now come F. F. Hazen the above named defendant by the undersigned Francis N. Hamilton attorney and waive the issueing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiffs petition and against the above named defendant for the sum of One hundred & fifty eight 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.

Feb 16th A.D. 1885.

Frank N. Hamilton. Atty for Def't -

Entry

J. B. Hitt & Co
vs
F. F. Hazen

This day came the plaintiff by Cameron & Woodburn attorneys, and thereupon came Frank N. Hamilton one of the attorneys of record of this court, who, by virtue of a warrant of attorney duly executed, and now produced in open court and duly proven, waived the issueing and service of process and entered appearance of said defendant herein, and by virtue of the same warrant of attorney, confessed that there is due from said defendant to said plaintiffs as is alleged in said plaintiffs petition the sum of $138.66. It is therefore considered that said plaintiff do recover of said defendant the said sum of $138.66 so as aforesaid confessed to be due, together with costs of suit herein to be taxed, and with interest to be computed at the rate of 8% per annum. And by virtue of said warrant of attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

J. L. Bruyner. Clerk
By W. M. Winget - Deputy

Pleas before his Honor John A. Price, Judge at a court of common pleas begun and held at the court house in the town of Marysville, within and for the county of Union and State of Ohio on the 16th day of February A.D. 1885. Heretofore to wit: on the 14th day of February A.D. 1885 a petition & answer was filed with the Clerk which read as follows, viz;

No 4763
Petition

Newark Machine company, vs Wilson Brown & Catharine Brown

The State of Ohio, Union county ss.
In the Court of Common Pleas.
"Civil action for Money Only"

The Newark Machine company a corporation duly organized under the laws of Ohio, the above named plaintiff say that there is due to it from Wilson Brown and Catharine Brown defendants, on a promissory note made by the defendants to said plaintiff dated the 24th day of October A.D. 1883 which note with warrant of attorney thereto annexed is hereto attached, the sum of One hundred and Sixty three dollars, with interest at 8% per annum from the 24th day of October A.D. 1883. The plaintiff further says that it is the legal owner and holder of said note, that the same is due and unpaid upon said note the sum of One hundred Seventy Six & 26/100 dollars with 8% interest from Nov 1st 1884. Wherefore, the plaintiff asks judgment against said defendants for the sum of One hundred Seventy Six and twenty Six cents, with 8% interest per annum from the 1st day of November A.D. 1884 and until paid.

Robinson & Piper Atty's for Pltff.

The State of Ohio Union County ss.

L. Piper one of the Attorneys of The Newark Machine company duly authorized in the premises of the above named plaintiff being duly sworn, says that he believes the Statement in the foregoing petition to be true. He further says that the said plaintiff is an incorporated Company doing business in the State of Ohio and he is one of its attorneys duly authorized in the premises.

L. Piper

Subscribed by L. Piper in my presence, and Sworn to by him before me, This 14th day of February A.D. 1885.

J. L. Burgner, Clerk of Courts.

Note

$163.00 Milford Center Ohio. October 24th 1883.

On or before the first day of November 1884 for value received in one we promise to pay Newark Machine Co. We the undersigned of Union township, county of Union State of Ohio promise to the order of Newark Machine Co (an Incorporated Company under the general laws of the State of Ohio) of Newark Ohio One Hundred & Sixty three dollars payable at Milford Center Bank with interest at Eight per cent per annum from date until maturity and interest at Eight per cent per annum from maturity until paid. And 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 & each of us shall and will remain liable hereon as if no such extension had been made. And hereby authorize any attorney at law to appear in any court of Record in the United States, after this obligation becomes due and waive the issuing and service of process, and confess a judgment against either or any of us in favor of holder hereof for the amount then appearing due together with costs of suit, and thereupon to release all errors and waive all right of

Answer

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No 9126.
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appeal and exemption. The express conditions of the sale and purchase of the No ... for which this note is given, is such that the title, ownership or possession does not pass from the said Newark Machine company until this note, with interest is paid in full; The said Newark Machine Company have full power to declare this note due and take possession of said ... at anytime they may deem this note insecure even before the maturity of the same.

P. O Milford Center State of Ohio.
No 9126.

Wilson this is X my marks Brown
Catherine Brown,

The Newark Machine Company, Plaintiff
vs
Wilson Brown & Catherine Brown, Defendants

In Court of Common Pleas. Union County ss.

Answer

And now come Wilson Brown and Catherine Brown by the undersigned Frank N. Hamilton Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff. the holder of the note described in plaintiffs petition and against the above named defendant for the sum of One Hundred & Eighty dollars and forty One cents, the amount appearing due for principal and interest on said note, and also consent that judgment be Entered in the same manner against Defendants for costs of this action, and all errors are thereby 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, Feb 14th A D. 1885.

Frank N. Hamilton. Atty for Defts

Afterward, on the 16th day of Feb 1885 an entry was made on the journal of said court which reads as follows; viz,

Entry.

The Newark Machine company Plaintiff
vs
Wilson Brown and Catherine Brown, Defendants

This day came the Plaintiff by Robinson & Piper attorneys, and thereupon came Frank N. Hamilton one of the attorneys of Record of this Court. Who, by virtue of a warrant of attorney duly executed, and now produced in open court and duly proven, waived the issuing and service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendant to said Plaintiff as is alleged in said plaintiffs petition the sum of $180.41/100. It is therefore considered that said plaintiff do recover of said defendants the said sum of $180.41 Do as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of Eight per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are Waived.

Attst. J. D. Burgner, Clerk.
By W. M. Winget, 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 February A.D. 1885- the following Petition and Answer in Cognovit were filed with the Clerk of said Court, to-wit:-

Petitions and Answer in Cognovit

The State of Ohio
Union County, ss. } In the Court of Common Pleas.
James B. Hitt and Daniel C. Hitt Partners
under the name of J. B. Hitt & Co. Plaintiff
vs.
F. F. Hazen, Defendant. } Petition
Civil Action for Money Only.

Petition
4772

James B. Hitt and Daniel C. Hitt partners under the firm name J. B. Hitt and Co. under the laws of Ohio the above named Plaintiff say that there is due to them from F. F. Hazen Defendant, on a promissory note made by the Defendant F. F. Hazen dated the 19th day of September A.D. 1882, which note, with warrant of Attorney thereto annexed, is hereto attached the sum of One hundred and thirty-three Dollars with interest thereon at 8% from the 19th day of September A.D. 1882. The plaintiffs further say that they are legal owner and holder of said note, that the same is due and unpaid. Wherefore, the Plaintiff ask judgment against said Defendant for the sum of One hundred and fifty eight dollars and sixty five cents with interest at 8% from the 16th day of February A.D. 1885.

Cameron & Woodburn Attys for Plaintiffs

The State of Ohio,
Union County, ss. } R. L. Woodburn one of the Attorneys being duly sworn says that he believes the statement in the foregoing petition to be true. He further says that the said plaintiffs are now residents of Union County and are now absent therefrom

R. L. Woodburn

Subscribed by R. L. Woodburn in my presence, and sworn to by him before me, this 16th day of February A.D. 1885-

J. D. Burgner Clerk.
B. W. McWright Deputy

$133.00

Urbana, O. Sept. 19th 1882

Thirty days after date I promise to pay J. B. Hitt & Co. of Urbana or order One Hundred Thirty Three Dollars for value received, with interest at eight per cent per annum after date; and it is understood, that the liability of neither of us is to be affected by further time being given for payment; and in case said sum should not be paid when due we or either of us do hereby empower any attorney at-law in the State of Ohio, to appear for us, or either of us, in any Court of Record, or before any Justice of the Peace in the State of Ohio in any action in favor of the holder or holders of this note, for the above sum at any time after the same becomes due, and acknowledge the service of process, or waive the same, receive a petition and confess a judgment against us, or either of us in favor of the holder or

"holders of this note, for the above sum, and interest thereon from maturity"
"and at the rate of eight per cent per annum and costs of suit, and releas-
"all errors in said suit and this shall be the warrant for so doing.
" In witness whereof, We, and each of us, have hereunto set our hands "
" and seals this 19th day of September 1882
"
F. F. Hazen {L. S.} "
Endorsed: "Pay to the order of J. B. Hitt & Co
"
Geo. Woodburn Attorney. "

Answer

J. B. Hitt & Co.
vs.
F. F. Hazen

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

4772 And now come F. F. Hazen, the above named Defendant, by the undersigned Frank N. Hamilton Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in plaintiffs petition, and against the above named Defendant, for the sum of One hundred and fifty eight 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. Feb. 16th A. D. 1885

Frank N. Hamilton, Atty. for Deft

Entry

J. B. Hitt & Co.
vs.
F. F. Hazen

4772 This day came the plaintiff by Cameron & Woodburn their Attorneys and thereupon came Frank N. Hamilton one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said 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 $158.65- It is therefore considered that said plaintiff do recover of said Defendant the said sum of $158.65- 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. R. 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 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 February A.D. 1885, the following Petition and Answer in Cognovit were filed with the Clerk of said Court- to wit:-

Petition and Answer on Cognovit.

The State of Ohio } In the Court of Common Pleas.
Union County ss }
John B. Cross Plaintiff
vs. Petition
J. M. Danforth and Civil Action for Money Only
J. F. Makaffey, Defendants

John B. Cross the above named plaintiff says that there is due to him from J. M. Danforth and J. F. Makaffey on a promissory note made by the defendants J. M. Danforth and J. F. Makaffey dated the 20th day of October A.D. 1883, which note with the warrant of Attorney thereto annexed, is here to attached, the sum of One hundred and nine dollars with interest thereon at 8 pr. from the 20th 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 ask judgment against said Defendants for the sum of One hundred and twenty dollars and sixteen cents, with interest at 8 pr. from the 14th day of February A.D. 1885.

Cannon & Woodburn Attys for Plaintiff

The State of Ohio }
Union County ss }

R. L. Woodburn one of the attorneys duly authorized for the above named plaintiff being duly sworn, says that he believes the statement in the foregoing Petition to be true. He further says that the said plaintiffs action is founded upon a promissory note for the payment of money only and the same is in affiants possession

R. L. Woodburn.

Subscribed by R. L. Woodburn in my presence, and sworn to by him before me, this 16th day of February A.D. 1885.

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

" $109.00 Marysville, Ohio; Oct. 20th 1883. "
" Twelve months after date, as principal debtors, we jointly "
" and severally promise to pay to the order of John B. Cross $109.00 Dollars "
" for value received at eight per cent interest. And we hereby dispense "
" with demand of payment of this note, and authorize any Attorney at- "
" Law to appear for us, or either of us, at any time after the same shall "
" become due, in any Court of Record in the State of Ohio, or elsewhere, and "
" waive the issuing and service of process and confess judgment "
" against us or either of us, in favor of the holder or holders of this note "
" for the amount of said note, 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 "

Answer
4771
Petition

" Witness our
"
"
John B. Cross
vs.
J. M. Danforth
J. F. Makaffey
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Entry

John B. Cross
vs.
J. M. Danforth
J. F. Makaffey

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Defendant
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" Witness our hands and seals, this 20th day of October 1883. "
"
"
J. M. Danforth seal "
J. T. Mahaffey seal "

Answer

John B. Cross.
vs.
J. M. Danforth, J. T. Mahaffey

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

4771

And now come J. M. Danforth and J. T. Mahaffey the above named Defendants by the undersigned Frank N. Hamilton Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiffs petition, and against the above named Defendants for the sum of One hundred and Twenty Dollars and sixteen 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.

Frank N. Hamilton Atty for Defts

Entry

John B. Cross
vs.
J. M. Danforth
J. T. Mahaffey

4771

This day came the plaintiff by Cameron and Woodburn Attorneys, and thereupon came Frank N. Hamilton one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven waived the issuing and service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of Attorney, confessed that there is due from said Defendant to said Plaintiff, as is alleged in said plaintiffs petition, the sum of $120.16

It is therefore considered that said plaintiff do recover of said Defendant the said sum of $120.16 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 sixteenth day of February in the year of our Lord one thousand eight hundred and eighty five. Heretofore, to-wit:-

On the 26th day of February 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.
Alvah Smith
vs.
A. Jay Dyer

In the Court of Common Pleas.

Petition — Civil Action for Money Only.

4775 — Alvah Smith the above named plaintiff says that there is due him from A. Jay Dyer the defendant, on a promissory note made by the defendant A. Jay Dyer dated the 31st day of July A.D. 1880 which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of Eleven Hundred and eighty-three Dollars and twenty three cents with interest thereon payable annually from the 12th day of May A.D. 1881 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 Eleven Hundred and Eighty-three Dollars and Twenty three Cents, with interest payable and computed annually from the 12th day of May A.D. 1881.

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 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 26th day of February A.D. 1885.

{Seal}

J. D. Burgner Clerk.

" $1782.21 — Plain City, O. July 31st 1880

" One day after date, as principal debtors we jointly " and severally promise to pay to Alvah Smith or order at the " office in Plain City, O. Seventeen Hundred and Eighty-two 21/100 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 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 "
" 31st day of July 1880. "
" "
A. Jay Dyer {Seal} "
Endorsed:- A. J. Dyer. " May 12th 1881, Received on the within Seven "
"Hundred and Ten Dollars and 66 cents. "

Alcade Smith
vs.
A. Jay Dyer
} In Court of Common Pleas, Mercer County, ss.

Answer

Defendants Answer.

4775 And now Comes A. Jay Dyer the above named Defendant by the undersigned L. Piper, Attorney, and waives the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiffs petition, and against the above named defendant, for the sum of Fifteen Hundred and sixty-nine Dollars and Fifteen Cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendant for costs of this action, and all errors are hereby released, and Defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived.

February 20th A.D. 1883. L. Piper Attorney for Defendant.

Alcade Smith
vs.
A. J. Dyer
} Entry

4775 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 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 $1569.15/100. It is therefore considered that said plaintiff do recover of said Defendant the said sum of $1569.15 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived

Attest- J. D. 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 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 February A.D. 1885, the following petition and Answer in Cognovit was 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.

Dyer Reed and Solomon Butts
partners under the firm name of
Reed and Butts, Plaintiffs.

Petition — vs.

Milt R. Slocum, H. H. Spaire
4768 — R. L. Partridge, Defendants

Petition
Civil Action for Money Only.

Reed & Butts the above named Plaintiffs say that there is due to them from Milt R. Slocum, H. H. Spaire and R. L. Partridge Defendants, on a promissory note made by the Defendants Milt R. Slocum, H. H. Spaire and R. L. Partridge dated the 30th day of April A.D. 1884, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of One hundred and thirty four Dollars with interest thereon from the 14th day of February 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. Whereupon, the plaintiffs ask judgment against said Defendants for the sum of One Hundred and Thirty-Four Dollars with interest at 8 % from the 14th day of February A.D. 1885.

Cameron & Woodburn Attorneys for Plaintiffs

The State of Ohio
Union County, ss. }

Dyer Reed, one of the firm of Reed and Butts, in this case, the above named plaintiff being duly sworn, says that he believes the statement in the foregoing Petition to be true.

Dyer Reed

Subscribed by Dyer Reed in my presence, and sworn to by him before me, this 16th day of February A.D. 1885.

J. Q. Bumgarner Clerk
By W. M. Winget Deputy.

$134.00

Marysville, Ohio: April 30th 1884

Ninety days after date, for value received, we jointly and severally promise to pay Reed and Butts or order, at Marysville Bank, One Hundred and Fifty Dollars with interest at the rate of 8 per cent per annum after due payable annually. And we hereby authorize any Attorney at law to appear for us in an action on the above note, at any time after the same becomes due in any Court of Record in or of the State of Ohio, waive the issuing and service of process against us, and confess judgment

Answer

Endorsed

Reed &c
vs.
Milt R. Slo
R. L. Par

4768

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Reed &c
vs.
Milt R. S
R. L. Par

4768

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Hamilton
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" in favor of the legal holder of the above against us for the amount that "
" may be due, with costs of suit, and to waive and release all errors "
" in said proceedings, petitions in error, and the right of appeal from "
" the judgment rendered. Witness our hands and seals. "
"
"
"
Will R. Slocum [Seal] "
H. H. Spain [Seal] "
R. L. Partridge [Seal] "

Endorsed "Reed on the written note $25.00 Aug. 23rd A.D. 1884.

Answer

Reed et al Butts
vs.
Will R. Slocum, H. H. Spain
R. L. Partridge

In the Court of Common Pleas, Auron County ss.
Defendants Answer.

4768

And now come Will R. Slocum, H. H. Spain and R. L. Partridge the above named Defendants by the undersigned Frank N. Hamilton Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiffs, the holders of the note described in plaintiffs petition, and against the above named defendants for the sum of One hundred and thirty four Dollars, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendant for costs of this action, and all errors are hereby released, and Defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived.
February 16th A.D. 1885

Frank N. Hamilton Atty. for Defts

Reed et al Butts

Entry

vs.
Will R. Slocum, H. H. Spain
R. L. Partridge

4768

This day came the plaintiffs by Cameron & Woodburn Attorneys, and thereupon came Frank N. Hamilton one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said 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 $134.00. It is therefore considered that said plaintiffs do recover of said defendants the said sum of $134.00 so as aforesaid confessed to be due together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived

Attest J. Q. Bergner
By A. R. Bergner

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 25th day of March 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.
O. M. Scott
vs.
Seley La Dow } In Action for Money Only.

Petition
4791

O. M. Scott the above named Plaintiff says that there is due to him from Seley La Dow Defendant, on a promissory note made by the defendant dated the 30th day of July A.D. 1883, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of One Hundred and Twenty-five Dollars, with interest thereon at 6 per cent and 8 after due from the 30th day of July 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, except Thirty five dollars paid December 26th 1884 Whereupon, the plaintiff ask judgment against said Defendant for the sum of Ninety Dollars, with interest at 6 per cent from the 30th day of July A.D. 1885, & 8 per cent from October 30th 1884, interest 12.54

A. H. Kollefrath Atty. for Plaintiff

The State of Ohio,
Union County, ss. }

A. H. Kollefrath, Attorney of Record 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 plaintiffs instrument of writing for money only is now in the possession of affiant.

A. H. Kollefrath.

Subscribed by A. H. Kollefrath in my presence, and sworn to by him before me, this 25th day of March A.D. 1885.

Seal

J. D. Burgner Clerk of Courts

" $126.00

Marysville, Ohio, July 30th 1885

" Thirteen months after date, for value received we or either " of us, promise to pay O. M. Scott & Bro., or order at Marysville, Ohio, One " Hundred and Twenty five Dollars, with 6 per cent after date and " 8 per cent after due. And I hereby dispense with demand of pay- " ment, protest and notice of non-payment of this note, and authorize " any Attorney at Law to appear for us or either of us, at any time " after the same shall become due in any Court of Record in the " State of Ohio, or elsewhere, and waiving the issuing and service of " process, to confess judgment against us, or either of us in favor of the " holder or holders of this note, for the amount of said note and interest " on the same at the rate of eight per cent per annum after the same " shall become due, together with costs of suit and release all errors

" and Writs of Error, and waive the stay of Execution and all right of Appeal "
" in this behalf. Witness hand and seal this day of 188 "
" Post-Office Bokes Creek "
" "
" Seley La Dow [Seal] "
Endorsed:- "Seley La Dow $125.00 Due Aug. 30th 1884. Pay Isaac Bro. or order "
" O. M. Scott & Bro" "
" $35.00 pd. Dec. 26th 1884 "

Answer

O. M. Scott
vs.
Seley La Dow

In Court of Common Pleas, Union County ss.

Defendants Answer

4791

And now come Seley La Dow the above named Defendant, by the undersigned J. M. 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 Three Dollars and Fifty-four Cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same recovered 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 executive issued on the judgment in this case is hereby waived March 23rd A. D. 1885.

J. M. Kennedy, Atty. for Dept.

Entry

O. M. Scott
vs.
Seley La Dow

4791

This day came the plaintiff by A. H. Kollefeatle Attorney, and thereupon came J. M. Kennedy one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, 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 $103.54. It is therefore considered that said plaintiff do recover of said Defendant the said sum of $103.54 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 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 Sixteenth day of February in the year of our Lord one thousand eight hundred and eighty five. Heretofore, To-wit:- On the 27th day of March 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 the Court of Common Pleas.

Reuben Freshwater, Plaintiff

Petition — vs.

Joseph Easton & W. R. Bucher, Defendants

4793

Reuben Freshwater the plaintiff says that the defendants Joseph Easton and W. R. Bucher on or about the 31st day of March 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 herein thereon from said defendants the sum of Four Hundred and Seventy-nine Dollars and Thirty-three Cents, with interest at the rate of eight per cent per annum, from the 25 day of March A.D. 1885. Wherefore, the plaintiff asks judgment against said Defendants for the sum of Four Hundred and Seventy-nine and 33/100 Dollars, with interest thereon at the rate of eight per centum per annum, from the 25th day of March A.D. 1885 and for Costs of Suit

A. T. Carpenter Plaintiffs Attorney.

The State of Ohio
Union County, ss.

Affidavit

A. T. Carpenter being duly sworn, says that he is the Attorney of Record of said plaintiff, that this action is brought upon an Instrument in Writing for the payment of Money only, that said Instrument in Writing is in his possession, and that he verily believes the statements contained in the foregoing petition are true, in substance and in fact.

A. T. Carpenter

Sworn to by said A. T. Carpenter before me, and by him subscribed in my presence, this 27th day of March A.D. 1885.

J. Q. Borgner Clerk.

" $500.00 Marysville, Ohio; March 31st 1883

" One day after date, we principal debtors, we jointly and
" severally promise to pay to the order of Reuben Freshwater, Five Hundred
" Dollars for value received, with 8% interest. And we hereby dispense
" with demand of payment of this note, and authorize any Attorney at-
" Law to appear for us or either of us, at any time after the same shall
" become due in any Court of Record in the State of Ohio or elsewhere
" and waive the issuing and service of process and confess judg-
" ment against us, or either of us, in favor of the holder or holders of

" this note for
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Entry

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" 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 31st day of March 1883."

"Joseph Easton {seal} "
"W. B. Beecher {seal} "

Endorsed: "Paid within note March 31st 1884, $40.00". 2." Paid within note March 25th 1885, $40.00".

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

Reuben Freshwater, Plaintiff
vs.
Joseph Easton & W. B. Beecher, Defendants

Answer

Answer

4793

By virtue of the Warrant of Attorney attached to the foregoing Petition, I John L. Porter 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 Reuben Freshwater plaintiff against said Joseph Easton and W. B. Beecher, Defendants and waive the issuing and service of process thereon, and confess a judgment in favor of the said Reuben Freshwater against said Joseph Easton and W. B. Beecher for the sum of Four Hundred and ninety-nine Dollars and Fifty-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.

John L. Porter
Defendants Attorney.

Reuben Freshwater Plaintiff
vs.
Joseph Easton & W. B. Beecher, Defendant.

Entry

4793

This day came the plaintiff by A. T. Carpenter Attorney, and thereupon came John L. 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 Defendants herein, and by virtue of the same warrant of Attorney, confess that there is due from said Defendants to said plaintiff as is alleged in said plaintiffs petition the sum of $499.54/100. It is therefore considered that said plaintiff do recover of said Defendants the said sum of $499.54 as aforesaid confessed to be due, together with costs of suit herein to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney, all errors are released and all right of appeal, and all right to file a petition in error are waived.

Attest J. D. Brugger Clerk.
By A. R. Brugger 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 Whereafore, To-wit:- On the 16th day of January the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

The Spellman and Taylor Company, Plaintiff

vs.

F. D. Gosnell and W. A. McCanny Defendants

Court of Common Pleas, Union County, Ohio. Petition

4695-

The plaintiff says: That it is a corporation duly incorporated under the laws of Ohio, That this the plaintiffs action is founded upon a promissory note of which the following is a copy, to-wit:-

" $204.85 Dated at Peoria ohio May 3, 1883 "

" One on before the 1st day of December 1884, for value received " we or either of us of peoria or Marysville Post-Office, County of Union " State of Ohio, promise to pay The Spellman & Taylor Company (a " corporation duly organized under the laws of Ohio) or order Two " Hundred and Four Dollars and Eighty five cents payable and " negotiable without off set at the People Bank of Marysville with " interest at eight per cent per annum from date until paid - " We drawers and indorsers severally waive presentment for pay- " ment, protest and notice of protest and non payment of this note " It is expressly agreed that this note is secured by a certain Chattle " mortgage executed by F. D. Gosnell & W. A. McCanny in the office " of Taylor Township Union County and State of Ohio, on the 3rd day " of May 1883 and which secures a note for which this is given in renewal "

" F. D. Gosnell "

" W. A. McCanny "

There are no credits thereon, There is now due from defendants to plaintiff and unpaid, the sum of two Hundred & four & 85/100 with interest @ 8% from May 3rd 1883 which plaintiff claims for which plaintiff 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 of the above plaintiff and duly authorized hereto, 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 that the facts stated and allegations contained in plaintiffs foregoing petition are true as affiant verily believes

A. T. Carpenter.

Sworn to by A. T. Carpenter before me and signed by him in my presence this 16th day of January A. D. 1885.

Seal

J. D. Bungener Clerk.

Praecipe

To Clerk:-

Issue Summons for defendants in the above entitled case returnable according to law. Indorse "Amt claimed $204.85 @ 8% int from May 3rd 1883

A. T. Carpenter Atty for Plff

Summons

4695-

On the 16th
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Sheriffs Return

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On the 16th day of January A.D. 1885; a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons in Action for Money Only

Summons 4695 The State of Ohio, Union County, ss. To the Sheriff of the County of Union, Greeting

We command you to notify F.D. Gosnell and W. A. Mc. Canny that they have been sued by The Sullivan & Taylor Co. in the Court of Common Pleas of Union County, and that unless they answer by the 17th day of February A.D. 1885 the petition of said plaintiff against them filed in the Clerk's office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 26th day of Jan. A.D. 1885.

Witness my hand and the Seal of said Court, this 16th day of January A.D. 1885, at Marysville O.

Seal

J.D. Bergner Clerk

Endorsed: Money Only. Amount Claimed, $204.85 and interest as follows, at 8 per cent from May 3rd 1883. A.T. Carpenter Plaintiffs Atty.

Said Writ returned and filed January 27th 1883, endorsed as follows, viz:

Sheriffs Return The State of Ohio, Union County, ss. Sheriffs Return

Received this Writ January 17th A.D. 1885 at 10 o'clock A.M. And pursuant to its command on the 26th day of January A.D. 1885, I served the same by delivering a true copy of this writ to the within named defendants F.D. Gosnell and W.A. Mc. Canny with endorsements thereon. Sheriffs Fees: Service .45, Mileage 2.05, Copy .40, Total $2.93

Marion Hopkins Sheriff

Afterward on the 17th day of February A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry

The Sullivan & Taylor Company

vs.

F.D. Gosnell & W. A. Mc. Canny

4695

And now comes the said, The Sullivan & Taylor Company and the said F.D. Gosnell and W. A. Mc. Canny having failed to demur or Answer to the petition of the said The Sullivan & Taylor Company, it is considered that the said The Sullivan & Taylor Company ought to recover the said sum of $204.85 so demanded in plaintiffs petition, together with the sum of $28.27 which the Court finds due as the interest thereon computed at 8% up to Feb. 16th 1885, as prayed for in said petition. It is therefore considered that the said The Sullivan & Taylor Company recover against the said F.D. Gosnell and W. A. Mc. Canny the said sum of $233.12 with 8% int from Feb. 16th 1885, together with his costs herein and about his suit in this behalf expended taxed to $

Attest J.D. Bergner Clerk
By A.R. Bergner 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 2nd day of February A.D. 1885, the following petition was filed
with the Clerk of said Court, to-wit:-

Albert Mayer, Sig Mayer and Simon Mayer
Partners under the firm name and style of
Albert Mayer & Bros. Plaintiffs

Petition vs.

E. E. Hazen, Defendant.

Court of Common Pleas of
Union County, Ohio.

4726

Plaintiffs say: They are a
partnership doing business in the State of Ohio and unincorporated
and that the defendant is indebted to said plaintiffs in the sum of
One hundred and one and 02/100 Dollars on an account— A copy of said
account is hereto attached marked "A" and made a part hereof—
There are no credits on said account. There is due from said defendant
to plaintiffs on said account the sum of One Hundred and One Dollars
and Two Cents with interest thereon from May 1st 1884, and for which
said sum and interest plaintiffs ask judgment

Brodrick & Mc. Campbell Attorneys for Plaintiffs

The State of Ohio
Union County ss

John M. Brodrick, being sworn makes oath that he
is the duly authorized attorney for said plaintiffs; that said plaintiffs are
non residents of said Union County, 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 2nd day of February A.D. 1885.

J. L. Burgner Clerk.

"
Cincinnati, April 19th 1885.
"Mr. E. E. Hazen, Woodland, O: Bought of
Albert Mayer & Bros. Manufacturers
"and Jobbers of Hats, Caps, Gloves, Straw Goods and Ladies Trimmed Hats
"No 111 West Pearl St Terms: May 1st 10 ds 6% off, 30 ds 5% off, 4 mos 3% off.
"Remittances must be made to the house direct; Agents not authorized to collect."

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9054	1	Bs Court.			2	12
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Praecipe

Summons

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8470	1/2	" " "	9		4	50	
8764	1/2	" " "	12		6		
8096	1/2	Bro " "	3	50	1	75	
8645	1/2	" " "	6		3		
8640	1/2	Childs Bro. "	4	50	2	25	
1304	1	Ins Duck Caps			2		
1309	1	" linen "				50	
1308	1	" Alpaca "			2		
9471	1/2	Childs wpd Sax	12		1		
9728	1/2	Ins Blk. Stiff	24		2		$101.02
							1.80
							102.82

Dec. 18 To Interest

The State of Ohio
Hamilton County, ss.

Before me personally appeared Louis Knollenkopf who, being duly sworn, says that he is book keeper of the firm of Albert Mayer & Bros. the owners of the claim hereto attached, marked "A" and made part hereof; that said claim, and every item thereof, is just and lawful; that the consideration therefor is for the goods and at the prices respectively stated in said claim by said Albert Mayer & Bros. sold and delivered to and at request of E. E. Hazen of Woodland, O; that there is now due and unpaid on said claim the sum of One Hundred Two Dollars and Eighty two cents, with interest thereon at the rate of six per cent per annum from the 18th day of December 1884; that there are no set-offs nor counter-claims whatever against the same, and that said owners have no security whatever for the same, to the best of affiants knowledge and belief.

(Affiant) Louis Knollenkopf

Sworn to before me, and signed in my presence, this 18th day of December A.D. 1884.

{Seal}

Henry C. Dettinger, Notary Public Ham Co. O.

Clerk:-

Praecipe — Issue Summons to defendant to Sheriff of Union Co. O. Indorse Money Only. Amount Claimed $101.02 @ 6% int from Dec 1st 1884

Broderick & Campbell Attorneys at Law
Lebanon Ohio

On the 2nd day of February A.D. 1885, the following Summons was issued by the Clerk of said Court, to-wit:-

Summons in Action for Money Only.

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

7726 We command you to notify E. E. Hazen that he has been sued by Albert Mayer, Sig. Mayer and Simon Mayer doing business under the firm name and style of Albert Mayer & Bros.

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 Albert Mayer & Bros. 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 February A.D. 1885.

Witness my hand and the Seal of said Court, this 2nd day of February A.D. 1885, at Marysville, O.

{Seal}

J. D. Burgner, Clerk

Endorsed: Money Only. Amount claimed, $101.02 and interest as follows, at 6 per cent from May 1st 1884

Brodrick & McCampbell Plff's Attys

Said Writ returned and filed February 14th 1885 endorsed as follows, to-wit:-

Sheriffs Return 4726

The State of Ohio
Union County ss.

Sheriffs Return.

Received this Writ Feby 2nd A.D. 1885, at 5.30 P.M. and pursuant to its command on the 11th 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 2.36, Copy .20, Total $3.86.

W. Hopkins Sheriff
By A. H. Goodwin Deputy

Afterward on the 17th day of March A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry 4726

Albert Mayer & Bros Plaintiffs
vs.
E. E. Hazen Defendant.

In Court of Common Pleas, Union County, Ohio.

Now come the plaintiffs, by their attorneys and the defendant being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by him to be true and that said defendant is indebted to plaintiff in the sum of one hundred and one and 02/100 dollars with interest thereon at the rate of six per cent from May 1st 1884. It is therefore considered by the Court that the said plaintiffs recover from the said defendant said sum and interest thereon, so as aforesaid found due, to-wit, the sum of One Hundred and Six and 22/100 ($106.22) Dollars with 6% from March 18th 1885 and his costs herein expended.

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 twelfth day of October in the year of our Lord one thousand eight hundred and eighty-four, Heretofore To-wit:-

On the 13th day of October A.D. 1885, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition 4935

Morris W. Hill
vs.
The Unknown Heirs and — Hill deceased

Affidavit 4935

In fee and
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Morris W. Hill
vs.
Unknown Heirs
and — Hill

Morris W. Hill Plaintiff
vs.
The Unknown Heirs of Calvin Hill deceased and — Hill late wife of said Calvin Hill deceased, Defendants

Petition

Court of Common Pleas
Union County, Ohio

4935

Plaintiff says: He is the owner in fee and in possession of the following described premises: Situate in the County of Union and State of Ohio and in the Township of Liberty, in Va. Military Survey No. 3689 and bounded and described as follows:-

Beginning at a stone corner to Smith Browns land - thence N: 50° E. 36 poles to the center of the County road leading from Newlon to York Center; 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 Smiths line to the South East corner of said Smith land in 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 this land to the beginning containing one hundred and thirty one acres of land more or less. That about the year A. D. 1855 said Calvin Hill was the owner of 50 acres of said land which was conveyed to him as follows 28 acres by Stephen Cranston in the year 1851. Deed recorded in volume 20 page 33. Union County Records of Deeds - 19 3/4 acres conveyed to him in the year 1854 by George Hill - Deed recorded in Book No. 20 - page 32, Union County Records of Deeds - 2 acres conveyed to him in the year 1855 by James Dunlap. Deed recorded in book No. 20 page 265 Union County Record of Deeds. That about the year A. D. 1856 said Calvin Hill and his wife — Hill, who released her right of dower therein conveyed by a good and sufficient deed their entire estate in said 50 acres and in said whole tract of 131 acres to one Thomas A. Sheldon - said deed was duly executed, acknowledged and delivered to said Thomas A. Sheldon but said Deed was never recorded and has been lost or destroyed and said Calvin Hill has departed this life. Plaintiff avers that he is informed that the defendants claim some interest in said premises adverse to said plaintiffs rights. Plaintiff prays: that said claim of defendants may be adjudged null and void and plaintiffs title quieted against the same for ever and for such other relief as is proper

S. S. Gardiner Attorney for Plaintiff

State of Ohio
Union County S.S.

M. W. Hill being duly sworn says he is plaintiff in above action - that the fact and allegations in the foregoing petition are true as he verily believes

M. W. Hill.

Sworn to and subscribed in my presence this 13th day of October 1885;

W. J. Rucker Notary Public

Seal

On the 13th day of October A. D. 1885; the following Affidavit was filed with the Clerk of said Court, to-wit:-

Affidavit

Morris W. Hill
vs.
Unknown Heirs of Calvin Hill decd and — Hill his late wife.

4935

Court of Common Pleas Union Co. O.
Affidavit.

Morris W. Hill being duly sworn

says that the heirs, and late wife of Dalvin Hill deceased are necessary parties to this action and that the names and residence of each and all of them are to the plaintiff unknown and can not with reasonable diligence be ascertained.

M. W. Hill

Sworn to and subscribed in my presence this 15th day of October 1885.
Seal
W. J. Rucker Notary Public

Afterwards on the 20th day of October A. D. 1885, the following entry was made on the Journal of said Court, to-wit:-

Morris W. Hill Plaintiff
vs.
Unknown Heirs of Dalvin Hill et. al

Entry of Order of Publication.

Entry 4935

On motion of said plaintiff by his attorney and it appearing from the Affidavit of the said plaintiff that the names and residences of the heirs and late wife of Dalvin Hill deceased are unknown to the said plaintiff. it is ordered that as to them service be made by publication for six consecutive weeks in the manner prescribed by statute.

Afterward on the 21st day of December A. D. 1885, the following proof of publication was filed with the Clerk of said Court, to-wit:-

Proof of Publication

Legal Notice

The unknown heirs and late wife of Dalvin Hill deceased, formerly of Liberty township, Union county, Ohio, whose name and residence are unknown will take notice that on the 13th day of October 1885, Morris W. Hill filed his petition in the Common Pleas Court of Union County Ohio, against said defendants, being case No. 4935, on the Docket of said Court, praying for a decree quieting the title of defendants in and to 131 acres of land in the Township of Liberty of the County of Union, and State of Ohio, in survey No. 3689, more particularly described in deed recorded in Book No. 20, page 500, of Union County Records of Deeds. Said defendants are required to answer on or before the 20th day of November 1885, or decree may be taken against them.

Morris W. Hill per S. S. Scarbrice, Attorney.

October 15th, 1885.

Proof of Publication

The State of Ohio,
County of Union, ss

I, Robert Smith, do make oath that the advertisement, of which the annexed is copy, was published for 6 weeks, to-wit Oct. 15th, 22nd & 29th and Nov. 5th, 12th, & 19th 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

Robert Smith

Sworn to and subscribed before me, this 21st day of December A.D. 1885. — Notary Fees 25 cts. Printers Fees $7.35 — W. J. Rucker Jr
Seal
Notary Public

Afterward on the 22nd day of December A. D. 1885, the following Entry was made on the Journal by the Clerk of said Court:-

Morris W. H
vs.
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Entry 4935

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Petition 4704

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Morris W. Hill

Entry — vs.

The Unknown Heirs of Valerius Hill deceased.

4935 —

Now came the plaintiff and made proof of publication of notice according to law to the satisfaction of the Court of the pendency of this cause and thereupon the Court having heard the evidence offered and examined the exhibits &c and finding the defendants have been duly notified and that all the allegations of said petition are proven to be true, the Court find for the plaintiffs against the defendants. Therefore it is considered, ordered and decreed by the Court that the defendants convey the land described in said petition to the plaintiff by deed of quit-claim in five days and in default of such conveyance it is decreed by the Court that this decree shall operate as such conveyance and the said defendants be and they are forever enjoined from ever claiming or in any manner interfering with the possession or title of said land. And the Court order the plaintiff to pay the costs of this proceeding in ten days and in default thereof that execution issue therefor.

Attest J. D. Bumgarner Clerk.
By A. 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 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 22nd day of January A. D. 1885. the following petition was filed with the Clerk of said Court, to-wit:-

John R. Miller Plaintiff

Petition — vs.

Jacob Kranskopf, D. T. Kranskopf, H. Hathaway & J. B. Kranskopf Defendants

State of Ohio
Union County Court of Common Pleas
Petition.

4704 —

The said John R. Miller plaintiff complains of the defendants Jacob Kranskopf D. T. Kranskopf, J. B. Kranskopf defendants for that the said defendants on the 23rd day of Nov. 1883 made their certain promissory note of that date in writing and then and there delivered the same to H. Hathaway one of the above named defendants and thereby promised to pay to the order or bearer of the said H. Hathaway in nine months from that date the sum of $112.00 with six per cent interest a copy of which note is here to inserted to-wit:-

" $112.00 Nov. 23rd 1883. "

" Nine months after date we promise to pay to the "

" order of H. Hathaway or bearer One Hundred & Twelve Dollars at- "

" 6 % interest. Value received Jacob Kranskopf "

" D. T. Kranskopf "

" J. B. Kranskopf "

That for a good fare and valuable consideration said H. Hathaway assigned said note the plaintiff who is now the owner and holder thereof. Plaintiff further says that said nine months and more have elapsed and yet the said defendants have neglected to pay said note or any part thereof to the plaintiff although often requested so to do.

Wherefore the said plaintiff asks judgment against the said (plaintiff asks judgment against the said) Jacob Krauskop, J. T. Krauskop, J. B. Krauskop as principal makers of said note and against H. Hathaway as indorser of the same for said sum of $112.00 with interest thereon from the 23rd day of November A. D. 1883

J. M. Kennedy Atty for Plaintiff.

The State of Ohio
Union County, ss.

J. M. Kennedy being duly sworn says he is the attorney of Record for the plaintiff John B. Miller and that this action is upon a written instrument for money only and the same is in the possession of said Attorney and that said facts are as he believes true.

J. M. Kennedy

Sworn to and subscribed by the said J. M. Kennedy before me this the 22nd day of January A. D. 1885.

J. D. Bingner, Clerk.

Praecipe

J. B. Miller Plaintiff
vs.
Jacob Krauskop et. al. Defendants

Court of Common Pleas, Union County, Ohio
Marysville, Jan. 22nd 1885.

4704

To the Clerk of said Court:-

Issue Summons in the above case for Jacob Krauskop, J. T. Krauskop, J. B. Krauskop, & H. Hathaway, indorsed: Amount Claimed $112.00 with interest from Nov. 23rd 1883 returnable according to law.

J. M. Kennedy Atty for Plaintiff

On the 22nd day of January A. D. 1885- the following Summons was issued by the Clerk of said Court, to-wit:-

Summons

Summons in Action for Money Only

The State of Ohio
Union County, ss.

To the Sheriff of the County of Union, Greeting:-

4704

We command you to notify Jacob Krauskop, J. T. Krauskop J. B. Krauskop and H. Hathaway 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 2nd day of February A. D. 1885- the petition of said John B. Miller against them filed in the Clerk's office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 2nd day of February A. D. 1885-

Seal

Witness my hand and the Seal of said Court, this 22nd day of January A. D. 1885, at Marysville, O.

J. D. Bingner, Clerk.

Endorsed: Amount Claimed, $112.00 and interest as follows; at 6 per cent from Nov. 23rd 1883

J. M. Kennedy Plaintiffs Attorney

Said Writ re
The State of
Union County

Sheriffs Return

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Total $3.40

Affidavit
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Entry

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Petition

4-5-85

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Said Writ returned and filed February 2nd 1885; endorsed as follows, to-wit:-

Sheriffs Return

The State of Ohio
Union County, ss.

Sheriffs Return

Received this Writ Jan. A.D. 1885; at 10 o'clock A.M. And pursuant to the command, on the 31st day of January A.D. 1885; I served the same by leaving a true copy with endorsements thereon at the usual place of residence of the defendants J. B. Krauskopf & Jacob Krauskopf. Defendants J. T. Krauskopf and H. Hathaway not found in County ~ Sheriffs Fee:- Service .75; Mileage 2.40, Return .25; Total $3.40 ~~~

W. Hopkins Sheriff Union County, Ohio

Afterwards on the 24th day of February A.D. 1885; the following entry was made on the Journal of said Court, to-wit:-

Entry

John B. Miller Plaintiff
vs.
Jacob Krauskopf et. al. Defendants

4704

Now comes the plaintiff by his attorney and the defendants J. B. Krauskopf and Jacob Krauskopf the only defendants served with Summons herein, were in default for answer and demurrer, the Court finds that the allegations of the petition are confessed by him to be true, and the Court further finds that the said defendants J. B. Krauskopf, and Jacob Krauskopf are indebted to the plaintiff John B. Miller in the sum of $120.40/100 It is therefore considered by the Court that the said plaintiff recover from the said defendants J. B. Krauskopf and Jacob Krauskopf said sum of $120.40/100 and his costs herein taxed at $ It further appearing to the Court that J. T. Krauskopf & H. Hathaway had not been served by Summons as to said defendants this cause is continued for service.

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 five on the Six teenth day of February. Heretofore to wit

On the 19th day of August A.D. 1884 the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

Eliza Burgoon Plaintiff
vs.
Columbus W. Burgoon Defendant.

4-5-85

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

The plaintiff says: that on the 27th day of September 1880, the defendant had and received of the plaintiff the sum of Two Hundred and Fifty-Six and 7/100 Dollars. which sum of money the said defendant then and there agreed to pay to the plaintiff on demand and with interest. Though often demanded and requested to pay the same the said defendant has

paid only the following sums, to-wit:-
Sept. 28th 1880, paid as interest $15.00
Dec. 29th 1881, " " " 20.00
Jany. 15th 1883, " " " 10.00
June 19th 1883, " " " 10.00
Feby. 18th 1884, " " " 15.00
June 20th 1884, " " " 50.00
making a total payment of $120.00 There is now justly due to the plaintiff from said defendant money had and received as aforesaid the sum of One Hundred and Thirty-Six 7/100 Dollars as principal and the further sum of fifty-five 1/100 dollars as interest thereon making a sum principal and interest now due One Hundred and Twenty-two 39/100 Dollars for which sum and interest the said plaintiff asks jrodgment and for all proper relief.

Cannon and Woodburn

State of Ohio
Union County, ss. R. L. Woodburn being first duly sworn says, that he is one of the Attorneys for the plaintiff duly authorized, that said plaintiff is a non resident of said County and now absent therefor and that the facts stated and allegations made in the foregoing petition are true as affiant believes

R. L. Woodburn.

Sworn to before me and signed in my presence this 19th day of August 1884
Frank A. Hamilton Notary Public

Clerk:-

Praecipe — Issue Summons to Sheriff of Union Co. returnable according to law Amount claimed $192.20 and interest from Aug. 19th 1884.

Cannon & Woodburn

Summons in Action for Money Only.

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

45 83 — We command you to notify Columbus W. Burgoon that he has been sued by Eliza Burgoon in the Court of Common Pleas of Union County, and that unless he answers by the 20th day of September A.D. 1884, the petition of said Eliza Burgoon 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 1st day of September A.D. 1884.

Seal — Witness my hand and the seal of said Court, this 19th day of August A.D. 1884.

J. A. Brugger Clerk.

Endorsed: Money Only, Amount claimed, $192.20 and interest as follows: from Aug. 19th 1884.

Cannon & Woodburn Plaintiffs Attorneys.

Said Writ returned and filed Aug. 27th 1884, endorsed as follows, to-wit:

Sheriffs R — The State of Ohio
Union County, ss.

Sheriffs Return.

Received this Writ August 19th A.D. 1884, and pursuant to the command, on the 21st day of August 1884 I served the same by leaving at the usual place of the within named C. W. Burgoon
~ Sheriffs Fees:- Service 3, Mileage 4.16, Copy 20, Total $4.66 ~
J. Hohensack Sheriff.

Entry — Afterwards the Journal b
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Eliza Burgo
vs.
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Mattie Boyd
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Petition

45-5-7

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Afterwards on the 13th 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:-

Eliza Burgoon
vs.
C. W. Burgoon

Entry

4583

Now comes the plaintiff by her attorneys and the defendant being in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true. The Court further find that since the filing of the petition herein, the defendant has paid to the plaintiff on her claim the sum of $143.00 and that he is still indebted to her in the sum of Fifty-One Dollars. It is therefore considered by the Court that the plaintiff recover from the said defendant the said sum of Fifty One Dollars and her costs herein expended.

Attest- J. D. Burgoon Clerk.
By A. R. Burgoon, 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 sixteenth day of February in the year of our Lord one thousand eight-hundred and eighty-five. Heretofore, to-wit:-

On the 24th day of July A.D. 1884, the following Petition was filed with the Clerk of said Court, to-wit:-

Mattie Boyd Plaintiff
vs.
Joseph Boyd, Defendant.

Petition

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

4585-7

The said plaintiff says, that on the 7th day of September 1865, she was lawfully married to the defendant which marriage relation still exists, that there has been born to plaintiff and defendant the following children now living, to-wit:- Minnie aged nearly 18 years, Walter aged 13 years and William aged 8 years all of whom are now cared for by the plaintiff. That the plaintiff has always conducted herself as a faithful wife. The defendant regardless of his duties as a husband and father has been guilty of extreme cruelty to the plaintiff in this that about the month of November 1883 he struck the plaintiff and otherwise publicly abused and ill treated her in the village of Marysville. A short time after that he threatened the life of the plaintiff and menaced her with a revolver- that he tore up and destroyed plaintiff's clothing presented her by her sister. After that he violently seized and choked the plaintiff and in fact his cruelty and violence to the plaintiff was constant and continued until about the 3rd day of April last when he abandoned the plaintiff and went to parts unknown. The defendant has also been guilty of gross neglect of duty in refusing to perform any of the duties of a husband and refusing to provide for the plaintiff or her children. The plaintiff says that she has been a resident of Ohio for many years last past and she is now a bona fide resident of said County of Union. The plaintiff asks that

that she may be divorced from the said defendant and that the care custody nurture and education of said two younger children Wilbur and William may be decreed to her and for reasonable alimony and all proper relief

Cameron & Woodburn Attorneys for Plaintiff.

State of Ohio
Union County ss.

Hattie Boyd being first duly sworn says that the facts stated and allegations made in her foregoing petition are true as she verily believes and she further states that the residence and Post Office address of the defendant is wholly unknown to her and that she could not with reasonable diligence ascertain the same that the said defendant since he abandoned the plaintiff in April last has never written to her and the last she heard of him he was in the state of Missouri and preparing to go to Kansas or further west. That the said defendant is not a resident of the State of Ohio and further saith not.

Hattie Boyd

Sworn to before me by said Hattie Boyd and by her signed in my presence this 24th day of July 1884

Frank A. Hamilton Notary Public.

Afterwards on the 11th day of December A. D. 1884, the following proof of publication was filed with the Clerk of said Court, to-wit:-

Proof of Publication 45-5-9

Legal Notice

Joseph Boyd, residence unknown will take notice that on the 24th day of July A.D. 1884 Hattie Boyd filed her petition in the Court of Common Pleas of Union County, Ohio, being numbered 45-5-9, praying a divorce from said Joseph Boyd, on the ground of gross neglect of duty and extreme cruelty. Said cause will be for hearing at the next term of said court.

July 30th, 1884.

Hattie Boyd By
Cameron & Woodburn Her Attorneys

The State of Ohio
Union County, ss.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the "Marysville Tribune" a 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 11th day of Dec. 1884

Seal

J. D. Burgner, Clerk.

Afterwards on the 12th day of December A. D. 1884, the following Answer and Cross Petition was filed with the Clerk of said Court, to-wit:-

Ans. 45-5-9

Hattie Boyd, Plaintiff
vs.
Joseph Boyd, Defendant-

Union County Court of Common Pleas.

Answer of Joseph Boyd.

Now comes the defendant and for Answer and Cross petition to said plaintiffs petition says that he admits the marriage and births of the children as therein stated as well as the residence of plaintiff. Further answering the defendant

Entry 45-5-9

Journal Sept 1st 1883 to Oct 1st 1884

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denies that plaintiff has always conducted herself as a faithful wife, but on the other hand has been guilty of gross neglect of duty leaving herself and family for a great while and neglecting her duties to her family during and prior to the month of November 1883, and against the consent of the defendant. Further answering the defendant denies that he ever struck or otherwise abused the plaintiff or in any way mistreated her and he further answering says that he denies that he ever destroyed or tore up any of plaintiffs clothing, that was given her by her sister. But admits that during month of November A.D. 1883, said plaintiff did receive a gift from Richard White of a shawl that was left by said White at the Post Office in Marysville Ohio, against the wishes and consent of the defendant, after the defendant had furnished the plaintiff with the money to buy a shawl, and that the same was clandestinely received by her from said White. Defendant further says that he was always ready and willing to furnish support and perform all the duties of a husband toward the plaintiff but that the plaintiff has been guilty of gross neglect of duty and improper conduct toward said Richard White and others and has by said neglect and conduct driven said defendant from his home and the society of his children. Defendant therefore asks that plaintiffs petition be dismissed without day at cost of plaintiff and that he have divorce on his said cross petition and for all proper relief.

Joseph Boyd

By J. M. McConnaughey his Attorney.

Afterwards on the 24th day of March A.D. 1885; an Entry was put on the Journal of said Court which reads as follows, to-wit:-

Hattie Boyd,

vs.

Joseph Boyd

Entry

45-3-9

This cause came on this day to be heard on the petition the answer of the defendant Joseph Boyd and the evidence, And on consideration thereof 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 the County of Union and that the parties hereto were married as in said petition set forth.

The Court further find upon the evidence adduced, that the defendant has been guilty of gross neglect of duty, and that by reason thereof the plaintiff is entitled to a divorce, as prayed for- It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Hattie Boyd and Joseph Boyd 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 children be confided to the plaintiff and the defendant is hereby enjoined from interfering in any in any manner with the plaintiffs control or care of said children, But it is hereby ordered that the defendant have the privilege of visiting said children at such reasonable times and such hours in the day time as custody may determine. It is further ordered and considered by the Court that the plaintiff pay the costs of this proceeding.

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 Subdivision of 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 3rd day of Dec. A.D. 1884, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

Mary Bealer Plaintiff
vs.
William Bealer, Defendant-

Court of Common Pleas of Union County Ohio.
Petition

4656

The said plaintiff Mary Bealer says that she is a resident of the State of Ohio and has been for more than a year last past and is now a bona fide resident of Union County Ohio. Plaintiff says that on or about the 7th day of December A.D. 1875 she was lawfully married to said defendant William Bealer at the County of Columbiana in the State of Ohio. Plaintiff further says that for the last fifteen years said defendant has been guilty of gross neglect of duty toward the plaintiff and has not in any manner contributed anything toward her support. Plaintiff further says that some time in the year 1869 said defendant was declared insane by the Probate Court of Union County, Ohio, and that Henry J. Kring was appointed his Guardian by the Probate Court of Union County, Ohio; and that in pursuance of said appointment and by the order of the said Probate Court said guardian proceeded to sell the lands of the said William Bealer and out of proceeds of said sale the said plaintiff was allowed in lieu of her dower in said premises about $900.00 That she took said money and invested the same in lands and that she is the owner of said lands, and that by reason of said married relations she is unable to in any manner sell or encumber said lands for her support. Plaintiff further says that for about three years last past by the order and decree of said Probate Court of Union County Ohio, said defendant has been declared sane, yet during all of this time said defendant has been willfully and grossly guilty of neglect of duty toward your petitioner wholly neglecting to provide anything for her support and she has been compelled to support herself by her own labor and that of her only son J. G. Bealer. Plaintiff further says that said William Bealer is now declared sane by the Probate Court but by reason of the unsettled condition of his mind people are unwilling to contract with him and consequently his signature to any deed or writing that he might sign is not acceptable to people and is of very doubtful value and will not be taken as valid. Plaintiff therefore prays that upon the final hearing of this claim she be divorced from said defendant and be decreed full and complete dissolution of said marriage relation and for all proper relief.

J. M. Kennedy Attorney for Plaintiff

The State of Ohio
Hardin County, ss

Mary Bealer being duly sworn says the facts stated and allegations are as she believes true

her
Mary X Bealer
mark

Attest J. G. Bealer

Sworn to be
of December A
Seal

Praecipe

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Answer

Cross Petition
Mary Beale
vs
William Bea

4656

Plaintiffs petit
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Asylum. And

Sworn to and subscribed by the said Mary Bealer before me this 2nd day of December 1884
{Seal} W. H. H. Black Notary Public
Hardin Co. O.

Praecipe — To the Clerk of Union Co. Common Pleas:-
Issue summons and copy of petition directed to the Sheriff of Union County Ohio, returnable according to law for William Bealer.
J. M. Kennedy Atty for Plaintiff.

On the 3rd day of December A. D. 1884, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons — Summons in Divorce

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

4654 — You are commanded to notify William Bealer that Mary Bealer 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 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 15th day of Dec. A. D. 1884
Witness my signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville, Ohio, this 3rd day of Dec. A. D. 1884.
{Seal}
J. D. Berryman Clerk
By W. M. Winget Deputy

Endorsed: Summons in Action for Divorce
J. M. Kennedy Atty.

Said writ returned and filed Dec. 4th 1884, endorsed as follows, to-wit:-

Sheriffs — The State of Ohio
Union County, ss.

Return — Received this writ on the 3rd day of December A. D. 1884, and on the 4th day of December A. D. 1884, I served the same by delivering to the within named Wm Bealer a true copy thereof with the endorsements thereon, together with a certified copy of the petition in Sheriffs Fees:- Service $.30, Copy .20 mileage .32 Total $.82.
J. Hobenack Sheriff

Afterward on the 12th day of Dec. A. D. 1884 the following Cross Petition was filed with the Clerk of said Court, to-wit:-

Answer — Mary Bealer Plaintiff
vs.
William Bealer, Defendant.

In Common Pleas Court Union County, ss
Answer & Cross Petition

4654 — William Bealer defendant for answer to plaintiffs petition says that he admits the statement in regard to the marriage of the parties are true. He also admits that he was sent to the Insane Asylum. But defendant denies all the charges therein of gross neglect of duty

towards the plaintiff. The defendant by way of Cross petition says that the plaintiff in disregard of her duties as a wife to defendant has been guilty of wilful absence from him for more than three years last past and refused to live with him although he has repeatedly requested her to do so. He says that shortly after his return from the Asylum in the year ___ he went to the house where she resided with intention of remaining there and performing his duty to his family, but the plaintiff refused to see him and he was compelled to return to return to Dennysville where he had been sojourning. The defendant again on the ___ day of ___ 1881, wrote to the plaintiff by mail requesting to return and live with her which letter she did not answer.

Then again on the 27th day of July A.D. 1882, and after he had been declared sane by the Probate Court of Union County, he did send word to the plaintiff by their son J. Q. Beales that he desired to go home and live there and perform his duties to his family, that they would live and work together for their mutual interest as they had done before the separation. He informed plaintiff that he had thirteen hundred dollars in money that he was willing to invest that sum in stock or otherwise for the benefit of the family but the plaintiff returned an answer that she preferd to live as she was separate from the defendant. But the defendant again on the 31 of March 1883 sent another request to return and live with her, but she on the 23rd of June 1883 returned an answer refusing to live with him. And the defendant says that he has ever since the said last request been willing and anxious to return to his home and live with and assist in taking care of his wife and family but has been refused all times. The defendant alleges that the plaintiff has no grounds for a divorce against him. But he says he has just and legal ground against the plaintiff for a divorce against him on account:-

First: of wilful absence for more than three years last past.

Second: For gross neglect of duty as a wife for more than three years last.

The defendant therefore prays the Court that he may be divorced the said Mary Beales, and for all other proper relief.

P. B. Cole & Son Attys. for Defendant

Afterwards on the 4th day of March A.D. 1885 the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry

Mary Beales
vs.
William Beales

Common Pleas Court Union County, Ohio.

4665

Now came the parties hereto, and thereupon this cause came on for hearing on the petition of the plaintiff, the answer and Cross petition of the defendant and the 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 the County of Union and that the parties were married as stated in the petition.

The court further find that the defendant has not been guilty of the neglect and misconduct as charged in the petition, but has in all respects conducted himself as a good and faithful husband and the said petition is therefore dismissed. The Court further find

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upon the cross petition and the evidence, that the plaintiff has been guilty of willful absence from the defendant for more than three years last past and refused to live with him though repeatedly requested to do so. And has been guilty of gross neglect of duty as a wife for more than three years last past, and that by reason thereof the defendant 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 Lenny Beales and William Beales 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 defendant pay the costs of this proceeding, and execution is awarded.

Attest J. C. Pangburn Clerk
By A. R. Pangburn, 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 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 30th day of January A.D. 1883, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

Cora Belle Carey, Plaintiff
Against
Curtis Carey, Defendant

Court of Common Pleas, Union County, Ohio.
Petition

4199

The said Cora Belle Carey, plaintiff says that she 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, said State. On or about the 24th day of December 1880 at Tippecanoe Ohio she was married to the said defendant Curtis Carey. No children were born of said marriage. The said defendant in disregard of his marital duties for more than eighteen 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 the charity of friends and her own exertions, because of his idleness, profligacy and dissipation. The said defendant has been guilty of habitual drunkenness for eighteen months last past. Wherefore plaintiff prays that she may be divorced from the defendant, and may be restored to her maiden name, to-wit: Belle Peebles and that she may be decreed to have reasonable alimony and such other relief as is proper.

E. E. Cole Atty. for Plaintiff.

State of Ohio
Union County, ss. } The said Belle Carey plaintiff, being sworn says the facts stated and allegations are as she believes true.

Cora Belle Carey

Sworn to and subscribed before me by the said Belle Cary this 30th day of January 1883.

Wesley Garrard J. P.

On the 31st day of January A.D. 1883 the following Praecipe was filed with the Clerk of said Court, to-wit:-

Praecipe 4199

Cora Belle Carey Plaintiff
vs.
Curtis Carey, Defendant

Court of Common Pleas, Union County, Ohio.
Marysville, Jan. 31st 1883

To the Clerk of said Court:-

Issue Summons in the above case to Sheriff of Miami County, Ohio, returnable according to law.

E. E. Cole, Attorney for Plaintiff.

Afterward on the 7th day of March A.D. 1883, a summons was issued by the Clerk of said Court, which reads as follows, to-wit:-

Summons 4199

Summons in Divorce.

The State of Ohio
Union County, ss.

To the Sheriff of Miami County:-

You are commanded to notify Curtis Carey that Cora Belle Carey has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition, (a true copy of which is herewith delivered to you to be served on him) charging him with neglect, drunkenness &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 19th day of March A.D. 1883.

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville this 7th day of March A.D. 1883.

Seal

J. Q. Brugner Clerk.

Endorsed: Summons in Action for Divorce.

E. E. Cole Atty for Plaintiff.

Said Writ returned and filed March 13th 1883, Endorsed as follows, to-wit:- Received 8 o'clock P.M. on the 8th day of March A.D. A.D. 1883; and on the 9 day of March A.D. 1883, I served the same by delivering to him personally a true copy thereof together with a copy of the petition in this case.

Sheriffs Fees:- Service .30, Copy .2½, Mileage .80, Return .30, Postage .06, Total $1.71

J. M. Campbell Sheriff.

Afterwards on the 19th 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:-

Entry 4199

Cora Belle Carey
vs.
Curtis Carey

Now come the plaintiff and 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 that time a bona fide resident of this County of Union and that the parties hereto were married as
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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 providing for and maintaining plaintiff and habitual drunkenness for three years last past and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Cora Belle Carey and Curtis Carey be and the same is hereby dissolved, and both parties are released from the obligations of the same. It is further ordered that the petitioner be and she hereby is restored to her maiden name of Cora Bell Carey

It is further considered by the Court that the plaintiff pray the costs of this proceeding.

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 22nd day of November A.D. 1884, the following Petition was filed with the Clerk of said Court, to-wit:-

E. E. Shedd, F. J. Shedd & E. E. Shedd Jr. doing business as E. E. Shedd & Sons, Plaintiffs
vs.
W. T. Thompson, Defendant.

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

Filed Nov 4 1884

The said E. E. Shedd & Sons Plaintiffs complain of the said W. T. Thompson Defendant for that the said Defendant on the Fifteenth day of August A.D. 1884, at Watkins, Ohio, for value received made his certain Promissory Note, in writing of that date, a true copy of which Promissory Note together with all the endorsements thereon, in words and figures following, to-wit:-

" $493.00 Watkins Ohio Aug 15th 1884. "
" One day after date I promise to pay to the order of E. E. "
" Shedd and Sons, Four Hundred Ninety-Three & 00 Dollars at six per "
" cent Interest until paid. Value received. "
" W. T. Thompson "

and then and there delivered the same to the said Plaintiffs, and thereby promised to pay to said Plaintiff or order, in one day from the date thereof, the sum of Four Hundred and Ninety Three & 00 Dollars, with interest thereon at the rate of six per centum per annum, which period has since elapsed, yet the said Defendant has not paid said sum of money, nor any part thereof, except as stated above, to the said Plaintiff, although often requested so to do. And the said Plaintiffs further say that the full amount of Four Hundred and Ninety-three & 00 Dollars, with interest as aforesaid, is now due thereon, and wholly unpaid; that they

have never parted with the ownership of said Promissory Note; and that they are still the legal owners and holders thereof. Wherefore, said plaintiffs pray judgment against said Defendant for said sum of Four Hundred and Ninety three and 61/100 Dollars, together with interest thereon at the rate of six per cent from the Fifteenth day of August A.D. 1884.

Robinson & Piper, Plaintiffs Attorneys.

The State of Ohio
Union County, ss

L. Piper being duly sworn, says that he is one of the Attorneys of said Plaintiffs in this action, that said action is brought upon an Instrument in Writing for the unconditional payment of Money Only that said Instrument in Writing is in his possession and that he believes the statements contained in the foregoing Petition are true in substance and in fact.

L. Piper

Sworn to by said L. Piper before me, and by him subscribed in my presence, this 22nd day of November A.D. 1884.

J. Q. Burgner, Clerk.

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

Precipe

E. E. Shedd, F. J. Shedd & E. E. Shedd Jr. doing business under firm name and style of E. E. Shedd & Sons Plaintiffs
vs.
W. T. Thompson, Defendant

4654

Precipe

Issue Summons against said Defendant directed to the Sheriff of said County, returnable according to law. Amount claimed, $493 61/100, with interest thereon from the Fifteenth day of August A.D. 1884

Robinson & Piper Plaintiffs Attorney.

On the 22nd day of November A.D. 1884, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons

Summons in Action for Money Only.

The State of Ohio
Union County, ss.

To the Sheriff of the County of Union Greeting:-

4654

We command you to notify W. T. Thompson that he has been sued by E. E. Shedd, F. J. Shedd and E. E. Shedd Jr. doing business as E. E. Shedd & Sons in the Court of Common Pleas of Union County, and that unless they answer by the 20th day of Dec. A.D. 1884 the petition of said E. E. Shedd & Sons Plaintiffs against them filed in the Clerks office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 1st day of Dec. A.D. 1884.

Witness my hand and the Seal of said Court, this 22nd day of Nov. A.D. 1884 at Marysville, Ohio

Seal

J. Q. Burgner, Clerk.

Endorsed: Money Only. Amount Claimed, $493.61 and interest as follows, at 6 per cent from August 15th 1884

Robinsons & Piper Pffs Att'y

Said Writ returned and filed November 24th 1884, Endorsed as follows, to-wit:-

Sheriff Return

The State of Ohio
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Sheriff Return

The State of Ohio,
Union County, ss.

Sheriff's Return.

Received this Writ Nov. 22nd A.D. 1884. And pursuant to its command, on the 22nd day of Nov. A.D. 1884, I served the same by delivering to the within named W. T. Thompson a true copy of this writ with endorsements thereon. Sheriff's Fees: Service 30. Mileage 1.60, Copy 20. Total $2.10

John Habermack Sheriff

Entry

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Afterwards on the 17th day of February A.D. 1885 the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

E. E. Shedd and Sons, Plaintiffs
vs
W. T. Thompson, Defendant

Money Only.

Now come the plaintiffs by their Attorneys and 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 plaintiffs in the sums of Five Hundred Eleven and 42/100 Dollars ($511.42/100) with interest from Feb. 16th 1885, at six per cent per annum. It is therefore considered by the Court that the said plaintiffs E. E. Shedd & Sons recover from the defendant W. T. Thompson the said sum of Five Hundred Eleven and 42/100 Dollars ($511.42/100) with interest from first day of this term of this Court and their costs herein expended taxed to $

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

Petition

4408

Please before his Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio on the Fourteenth day of January in the year of our Lord one thousand eight hundred and eighty-four. Heretofore, to-wit:-

On the 29th day of December A.D. 1883, the following Petition was filed with the Clerk of said Court, to-wit:-

Emil Kiesewetter and Wm. S. Seltzer Administrator of the estate of Harvey Corbett, deceased, Plaintiffs
Against
George W. Betts, Margaret A. Betts and Ann Baldwin, Defendants

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

First cause of Action:-

On the 15th day of October, A.D. 1881, the defendant, George W. Betts, for a valuable consideration, executed and delivered to the plaintiff, Emil Kiesewetter, and to one Harvey Corbett, his promissory note of that date, for the sum of Six Hundred Dollars ($600.00), of which note the following is a full and true copy:-

" $600.00 Columbus, Ohio: Oct. 15th 1881 "
" One year after date, for value received, I promise to pay"

" Harvey Cashatt and Emil Kinnewetter, or order, at Banking House Reinhard
" & Co., Columbus, O., Six Hundred Dollars, with interest at the rate of "
" 7 per cent per annum, payable annually "
" George W. Betts. "

There are no credits and no endorsements on said note, and no payments have been made thereon. On the 9th of October, A.D. 1883, said Harvey Cashatt died, and on the 18th day of said month said plaintiff Van S. Seltzer, was duly appointed, and letters of administration issued to him, as Administrator of the estate of said decedent, by the Probate Court of Franklin County, Ohio, and thereupon he duly qualified and entered upon the discharge of his duties as such Administrator, and still continues to act, and brings this suit, as such administrator, with his said co-plaintiff, Emil Kinnewetter. There is now due from said defendant, George W. Betts, to the plaintiffs on said promissory note, the sum of Six Hundred Dollars ($600.00) with interest thereon from the 15th day of October, A.D. 1881, at the rate of 7 per centum per annum, and interest on Forty two Dollars ($42.00), the first year's interest, at the rate of 6 per centum per annum from the 15th day of October A.D. 1882, and interest on Forty two Dollars ($42.00) the second years interest, at the rate of 6 per centum per annum, from the 15th day of October A.D. 1883, which the plaintiff's claim, and for which they ask judgment against said defendant, George W. Betts.

Second Cause of Action

For their Second Cause of Action, the plaintiffs adopt all the averments of their foregoing First Cause of Action, the same as if herein specifically repeated and aver, that on the 29th day of October A.D. 1881, to secure the payment of said note the said defendant, George W. Betts, did, together with his wife, the defendant Margaret A. Betts, who released her dower therein, duly executed and delivered to said Emil Kinnewetter and Harvey Cashatt his certain mortgage deed, conveying the following premises, situated in the County of Union, in the State of Ohio, and in the Township of Washington and being part of Survey No. 7375, Virginia Military Lands, and bounded and described as follows, to-wit: Beginning at a stone in the center of the Essex and East Liberty Road, where the east line of said Survey crosses said road; thence S. 41¼° W. with said road 88 Poles to a stone in the county road; thence S. 29¼° E. 66½ poles to a stone; thence N. 41½° E. 57¾ poles to a stone; thence N. 10½° W. 85½ Poles to the place of beginning containing Thirty-Five Acres, excepting Three Acres therefrom, conveyed to James Harris. Said conveyance contained a condition that if said George W. Betts and Margaret A. Betts should pay, or cause to be paid, unto the said Harvey Cashatt and Emil Kinnewetter, or their assignes, said promissory note, for the sum of Six Hundred Dollars, with interest as aforesaid then said conveyance should be void, otherwise to be and remain in full force and virtue in law forever. Said mortgage was on the 2nd day of November A.D. 1881, at the hour of 9 o'clock A. M. duly left for record at the Recorder's Office of said Union County, Ohio, and was, on the 10th day of November A.D. 1881, duly recorded in the Record of Mortgages in the Office of said Recorder, in Book 17, page 171. The defendant-Ann Baldwin, has, or claims, some lien or interest in said premises, but plaintiffs aver that the same is subordinate to plaintiffs lien, and

and they ask that she may be compelled to set the same up or forever be cut-off from asserting the same. Plaintiffs therefore ask judgement against said defendant, George W. Betts, for the said sum of Six Hundred Dollars ($600.00), with interest thereon from the 15th day of October A.D. 1881, at the rate of 7 per centum per annum, and interest on Forty Two Dollars ($42.00) from the 15th day of October, A.D. 1882, at the rate of 6 per centum per annum, and interest on Forty Two Dollars ($42.00) from the 15th day of October A.D. 1883, at the rate of 6 per centum per annum, and they further ask that said mortgage executed by said George W. Betts and Margaret A. Betts, to said Enid Kiesewetter and Harvey Cashatt, may be foreclosed and said premises sold free of all claims of defendants and the proceeds applied to the payment of the debt due Plaintiffs and for such other relief as is proper.

Converse, Booth & Keating Attys for Plaintiffs

The State of Ohio,
Franklin County, ss

Enid Kiesewetter, one of the above named plaintiffs, being duly sworn, says that the facts stated and allegations contained in the foregoing petition are true as he verily believes

Enid Kiesewetter

Sworn to before me by the said Enid Kiesewetter, and by him signed in my presence, this 27th day of December, A.D. 1883.

{Seal}

A. C. Armstrong Notary Public in and for Franklin County, Ohio.

Enid Kiesewetter and Van S. Seltzer
Administrator of the estate of Harvey Cashatt dec'd.
Plaintiffs

vs.

George W. Betts, Margaret A. Betts and Ann Baldwin, Defendants.

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

Precipe

4408

To Clerk:- Issue summonses on the petitions in this case to the Sheriff of Union County, returnable according to law, Indorse: Action for personal judgment and foreclosure of mortgage: Amount claimed $600.00 with interest thereon from the 15th day of October 1881, at the rate of seven per centum per annum, and interest on $42.00 from October 15th 1882 at six per centum per annum and interest on $42.00 from October 15th 1883, at six per centum per annum

Converse, Booth & Keating Attys for Plaintiffs

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

Summons

Summons in Action for Money Only

The State of Ohio
Union County, ss.

4408

To the Sheriff of the County of Union Greeting:

We command you to notify George W. Betts and Margaret A. Betts and Ann Baldwin that they have been sued by Enid Kiesewetter and Van S. Seltzer Administrator of the estate of Harvey Cashatt deceased in the Court of Common Pleas of Union County, and that unless they answer by the 26th day of Jan. 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 7th day of January A.D. 1884

Witness my hand and the seal of said Court, this 29th day of

[Seal] Dec. A.D. 1883.

J. Q. Burgner Clerk.

Endorsed: Action for personal judgment and foreclosure of mortgage. Amount claimed, $600.00 and interest as follows: —
On $600.00 @ 7 p/c per annum from October 15th 1881
On $ 42.00 " 6 p/c " " from " 18th 1882
On $42.00 " 6 p/c " " from " " 1883

Converse, Boothe and Keating, Plaintiffs Attorneys

Sheriff

Said Writ returned and filed January _ A.D. 1884, endorsed as follows, to-wit:-
The State of Ohio
Union County, ss.

Sheriff's Return

Return

Received this Writ Dec. 29th A.D. 1883, at 10 o'clock A.M. And pursuant to its command on the 29th day of December 1883, I served the same by delivering to each of the within named defendants a true copy of this writ with endorsements thereon — Sheriffs Fees: Service $.60, Mileage 4.00 Misc. .60, Total $5.20 —

John Hohensack Sheriff of Union Co. Ohio

Entry

Afterward on the 1st day of February A.D. 1884, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-
Emil Kieserwetter et. al
vs.
George W. Betts et. al.

4408

This day this cause came on to be heard upon the petition of the plaintiffs and the evidence, the defendants though duly served with a summons herein failing to answer, demurrer or otherwise object to plaintiffs petition. On consideration whereof and the Court being fully advised in the premises finds that all of the allegations of the plaintiffs petition are true: that there is due to the plaintiff from the defendants George W. Betts the sum of Six Hundred and Ninety Seven 85/100 Dollars on the note described in the petition and that the said George W. Betts and Margaret A. Betts gave a mortgage on the premises described in the petition to secure the payment of said note. It is therefore considered and adjudged by the Court that the said plaintiff recover of the said George W. Betts the said sum of Six Hundred and Ninety Seven and 85/100 Dollars and that the same bear interest from the 1st day of this term at 7 per cent per annum. It is further considered and adjudged and decreed by the Court that unless the said George W. Betts pay or cause to be paid to plaintiffs the said sum aforesaid within 10 days from the rising of this Court that an order issue to the Sheriff of this County commanding him to cause the real estate in the petition described to be sold according to the statutes in such case made and provided to satisfy the amount so found due plaintiff and that he bring the proceeds of said sale into Court to await its further order.

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

Petition

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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 Sixteenth day of February in the year of our Lord one thousand eight hundred and eighty-five. Heretofore, To-wit:-

On the 16th day of January A.D. 1885, the following Petition was filed with the Clerk of said Court, to-wit:-

Alexandee Johnson, Plaintiff
Against
Robert Mc Kleoy and S. S. Mc Kleoy, Defendants

Court of Common Pleas,
Union County, Ohio.
Petition

Petition

4691

The plaintiff says:- That this his action is founded upon a promissory note of which the following is a copy, to-wit:-

" $137.00 Nov. 24th 1883. "
" One year after date we or either of us agree to pay to "
" Alexandee Johnson One Hundred & Thirty Seven Dollars at Bank of "
" Richwood value received. Robert Mc Kleoy "
" S. S. Mc Kleoy "

There are no credits thereon. There is now due from the defendants to the plaintiff on said note the sum of One Hundred & Thirty-Seven Dollars with 6% interest thereon from the 24th day of Nov. 1884. which plaintiff claims 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 that he is the attorney of the above named plaintiff duly authorized herein. That the plaintiffs action is founded upon a promissory note for the unconditional payment of money only which is now in affiants possession. Affiant further says the facts stated and allegations contained in plaintiffs foregoing petition are true as affiant verily believes.

A. T. Carpenter.

Sworn to by A. T. Carpenter before me and signed by him in my presence this 16th day of January 1885.

J. D. Burgner, Clerk.

Praecipe

To Clerk:-

Issue summons in above entitled case returnable according to law. Endorse Amt. claimed $137.00 @ 6% int. from Nov. 24th 1884.

A. T. Carpenter Atty. for Plaintiff

On the 16th day of Jan. A.D. 1885, the following Summons was issued by the Clerk of said Court, to-wit:-

Summons in Action for Money Only

Summons

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

4691

We command you to notify Robert Mc Kleoy and S. S. Mc Kleoy that they have been sued by Alexandee Johnson in the Court of Common Pleas of Union County, and that unless they answer by the 14th day of February A.D. 1885, the petition of said Alexandee Johnson

against them filed in the Clerk's office of said Court, such petition will be taken as true, and judgment rendered accordingly. Upon will make due return of this summons on the 26th day of January A.D. 1885.

Witness my hand and the Seal of said Court, this 16th day of January A.D. 1885, at Marysville, Ohio.

{Seal}

J. Q. Burgner, Clerk.

Endorsed: Money Only. Amount Claimed, $137.00 and interest as follows at 6 per cent from November 24th 1884.

A. J. Carpenter.

Said Writ returned and filed January 27th A.D. 1885, endorsed as follows, to-wit:-

Sheriffs Return

The State of Ohio
Union County, ss.

Sheriffs Return.

Received this Writ January 17th A.D. 1885, at 10 o'clock A.M. And pursuant to its command, on the 26th day of January A.D. 1885, I served the same by leaving a copy at the usual place of residence of the within named S. S. McElroy and by personal service on Robt. McElroy (a true copy of this Writ with endorsements thereon.) — Sheriffs Fees: Service $.75, Mileage 1.92, Copy .40, Total $2.77 —

Marion Hopkins, Sheriff

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

Alexander Johnson
vs.
Robert McElroy and S. S. McElroy

4691

And now comes the said Alexander Johnson and the said Robert McElroy and S. S. McElroy having failed to demur or answer to the petition of the said Alexander Johnson it is considered that the said Alexander Johnson ought to recover the said sum of $137.00 so demanded in his petition together with the sum of $2.32 which the Court finds due as the interest thereon at 6% computed up to February 16th 1885, as prayed for in said petition. It is therefore considered that the said Alexander Johnson recover against the said Robert McElroy and S. S. McElroy the said sum of $139.32 with 6% interest from February 16th 1885, together with his costs in and about his suit 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 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 Sixteenth day of February in the year of our Lord one thousand eight hundred and eighty five. Heretofore to-wit:

On the 15th day of January A.D. 1885, the following Petition was filed with the Clerk of said Court, to-wit:-

F. G. Ringgo

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J. A. Groucl

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January 15

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F. G. Ringgold & Co. Plaintiffs
vs.
Hartmann & Gosnell and
J. A. Gosnell Defendants.

Court of Common Pleas
Warren County, Ohio.
Petition.

1. 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 defendant Hartmann & Gosnell is also a partnership formed for the purpose of carrying on business in this State. The plaintiff further says that this cause of action is founded upon a promissory note for the unconditional payment of money only of which the following is a copy, to-wit:-

" $117.00 Cincinnati Feb. 26th 1884 "

" Ten months after date we the subscribers of Peoria, County of "
" Warren, State of Ohio, promise to pay to the order of F. G. Ringgold & Co. "
" One Hundred and Seventeen 00/100 Dollars, payable at the Bank of Lebanon "
" ville (O) with interest at the rate of eight per cent per annum after "
" maturity, and Attorneys Fees if suit is instituted on this note. "
" Hartmann & Gosnell "
" J. A. Gosnell "

There are no credits on said note, and there is now due to the plaintiff on said promissory note from the defendants the sum of One Hundred and Seventeen Dollars, which plaintiff claims with eight per cent interest from December 26th A.D. 1884. The plaintiff therefore asks judgment against said defendant for the sum of One Hundred and Seventeen Dollars with interest at eight per cent from December 26th 1884, and for such other relief as the case may demand.

Porter & Porter Attorneys for Plaintiff.

E. E. Porter being sworn makes oath that he is one of the attorneys for the plaintiff in this action. That the action is founded upon a written instrument for the payment of money, and such instrument is in possession of affiant as such attorney, and that the facts stated in the foregoing petition are true as affiant believes.

E. W. Porter.

Sworn to by E. W. Porter before me, and signed by him in my presence this 13th day of January 1885.

J. D. Burgner, Clerk.

We hereby waive the issuing and service of process upon us in this action, and hereby enter our appearance herein.

F. D. Gosnell,
Hartmann & Gosnell,
B. M. Hartmann,
J. A. Gosnell.

January 13th 1885.

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:-

F. G. Ringgold & Co.
vs.
Hartmann & Gosnell and J. A. Gosnell

This day came the plaintiffs by their

Attorneys, and the said defendants failing to Answer or demurrer to the petition of plaintiffs it is considered that the plaintiffs ought to recover of the defendants the sum of one hundred and eighteen dollars ($118.00/100) as the plaintiffs have in their petition demanded. It is therefore considered and adjudged that the plaintiffs recover of said defendants said sum of One Hundred and Eighteen Dollars and also their costs in this behalf 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 Sixteenth day of February in the year of our Lord one thousand eight hundred and eighty five. Heretofore, to-wit:-

On the 2nd day of February A. D. 1885, the following Petitions were filed with the Clerk of said Court, to-wit:-

Petition

47427

Englis & Gilmore Plaintiffs
vs.
Wray T. Thompson, Defendant

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

Plaintiff is a partnership formed for the purpose of carrying on business in the State of Ohio. There is due to plaintiff from defendant the sum of One Hundred and Ninety Eight 50/100 Dollars, on an account, a copy of which is hereto attached marked exhibit "A." and made part hereof which sum plaintiff claims with interest from the 1st day of August A. D. 1884. There are no credits on said account. Wherefore plaintiff asks judgment against defendant in said sum of One Hundred and Ninety-eight and 50/100 Dollars with interest from the 1st day of August A. D. 1884 aforesaid.

Powell & Fulton for Plaintiffs.

The State of Ohio
Union County, ss.

T. B. Fulton being first duly sworn according to law says that he is one of the attorneys for plaintiff duly authorized in the premises; that the said plaintiff is a non resident of said Union County and now absent therefrom. And that he believes the facts stated and allegations in the foregoing petition are true

T. B. Fulton.

Sworn to before me and subscribed in my presence by the said T. B. Fulton this 2nd day of February A. D. 1885.

Seal

J. D. Burgner Clerk.

Exhibit "A"

Columbus Ohio March 31st 1884

Wray W. T. Thompson

Watkins, Ohio. Union County. Bought of Englis & Gilmore, Manufacturers and Wholesale Dealers in Ready Made Clothing 95 & 97 North High St. Columbus, Ohio.

Terms: Cash

1822	6	pr
1823	6	"
671	4	"
684	2	
685	2	
678	2	
675	2	
1277	2	
1300	1	
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Praecipe

47427

To Clerk

Ohio, return
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Summons

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47427

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Endorsed: C
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Sheriff's Return

Terms: Cash in 10 days 6 per cent off, 30 day 5 per cent off, Or 4 months net.

1822	6	pts	1.50	9 00
1823	6	"	1.00	6 00
671	4	"	2.37½	9 50
684	2	"	4.50	9 00
685	2	"	3.75	7 50
678	2	"	4.25	8 50
675	2	"	2.50	5 00
1277	2	Suits	5.50	11 00
1300	1	"		12 00
1314	1	"		12 00
285	1	"		12 00
1296	1	"		12 00
1209	2	"	13.50	27 00
1316	1	"		14 00
1293	1	"		12 50
1313	1	"		11 00
1308	1	"		5 50
1305	2	"	7.00	14 00
		Care & Drayage		50
				$198. 50.

Praecipe

To Clerk:-

Issue Summons for defendant to Sheriff of Union County Ohio returnable according to law. Indorse Amount claimed $198.50 with interest from August 1st 1884.

Powell & Fullon Attys for Plaintiff.

On the 2nd day of February A.D. 1885, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons

Summons in Action for Money Only.

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

4727

We command you to notify Wray T. Thompson that he has been sued by English & Gilmore in the Court of Common Pleas of Union County, and that unless he answers by the 9th day of Ianuarie A.D. 1885, the petition of said English and Gilmore 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 February A.D. 1885.

Seal

Witness my hand and the Seal of said Court, this 2nd day of February A.D. 1885, at Marysville, O.

J. D. Brugner Clerk.

Endorsed: Summons in Action for Money Only. Amount Claimed, $198.50 and interest as follows, at 6 per cent from Aug. 1st 1884

Powell & Fullon Plaintiffs Attorneys

Said Writ returned and filed February 5th 1885, endorsed as follows, to-wit:-

Sheriff's Return

The State of Ohio
Union County, ss. } Received this Writ February 2nd A.D. 1885, at 5:30

o'clock P. M. And pursuant to the command, on the 4th day of February A.D. 1885; I served the same by delivering a true Copy with endorsements thereon to the within named defendant. ~~~ Sheriff's Fees: Service 30, Mileage .20, Return .25 Total $1.75 ~~~

M. Hopkins, Sheriff
By A. H. Goodwin, Deputy.

Afterwards, 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:-

English & Gilmore
vs.
Wray T. Thompson

This day this cause came on to be heard upon the petition of the plaintiff, the defendant though duly served with a summons herein having failed to answer demur, or otherwise object to the petition of the plaintiff but made default. On consideration whereof and the Court being fully advised in the premises finds that there is due to the plaintiffs from the said defendant the sum of Two Hundred and Four & 85/100 Dollars interest being computed to the first day of the present Term of this Court. It is therefore considered and adjudged by the Court that the said plaintiffs recover of the said defendant the said sum of $204.85 and their costs in this behalf expended and that said defendant pay his own costs taxed at $ for all of which execution is awarded.

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 Sixteenth day of February in the year of our Lord one thousand eight hundred and eighty five. Heretofore, to-wit:-

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

Petition

Amanda Flemming, Plaintiff
vs.
Samuel Flemming, Defendant

4649

Court of Common Pleas, Union County, Ohio.

Petition

The plaintiff says she has been a resident of the State of Ohio for the year last past, and that she is now a bona fide resident of the County of Union: And that on or about the 4th day of July 1878 at Hayden's Falls, Franklin County Ohio, she was lawfully married to Samuel Flemming the defendant. And that there were no children born of such marriage. The plaintiff says ever since their marriage she has been faithful to her marriage vows with the defendant in every respect as wife. The plaintiff says that the defendant for more than four years last past has failed and willfully neglected to provide plaintiff with the common necessaries of life, so that plaintiff

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has been compelled to live upon the charity of friends and has now entire, because of his idleness, profligacy and dissipation. The defendant being an able bodied man, and capable of taking care and providing for his family.

The plaintiff further says that ever since the 24th day of March 1883, the defendant entirely abandoned her and has wholly refused and neglected to provide for her any clothing, fuel or necessaries in any respect whatever. Wherefore plaintiff prays that she may be divorced from the defendant, and may be restored to her maiden name, and that she may be decreed reasonable alimony and such other relief as is proper.

Cameron & Woodburn, Attorneys for Plaintiff.

State of Ohio
Union County ss.

Amanda Flemming plaintiff being sworn says she believes the facts stated in the above pleading to be true.

Amanda Flemming

Sworn to before me and signed in my presence this 15th day of November 1884.

Frank N. Hamilton Notary Public [Seal]

Afterwards on the 4th day of March A.D. 1885 the following Proof of Publication was filed with the Clerk of said Court, to-wit:-

Fee 2" Proof of Publication

Divorce Notice.

4649

Samuel Flemming, whose residence is unknown, will take notice that on the 15th day of November, 1884, the said Amanda Flemming filed her petition in the Court of Common Pleas, Union County, Ohio, praying a divorce from said Samuel Flemming on the ground of gross neglect of duty, and that said case will be for hearing on and after January 4th 1885.

Fee $3.00

Cameron & Woodburn Attys for Plaintiff.

The State of Ohio
Union County. S.S.

The undersigned being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with Nov. 17th 1884.

W. O. Shearer.

Sworn to and subscribed before me, this 4th day of March 1885.

[Seal]

J. Q. Burgner, Clerk.

Fee 1st

The State of Ohio
Union County. SS

The plaintiff says that the residence of Samuel Flemming the defendant is unknown to plaintiff, and that she has not known of his whereabouts since October 1883, and that she has made inquiry and used all reasonable diligence within her means to ascertain and has not been able to find or ascertain his place of residence to this time

Amanda Flemming

Sworn to and subscribed in my presence this 15th day of November 1884.

Frank N. Hamilton Notary Public [Seal]

Afterwards, on the 3rd day of March A.D. 1883, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to wit:-

Entry — Amanda Flemming vs. Samuel Flemming

4649

Now come the plaintiff, and the defendant having been legally summoned by publication and having failed to appear the Court find the defendant 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 that time a bona fide resident of the County of Union and that the parties hereto were married as said petition sets 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 Amanda Flemming and Samuel Flemming be, and the same hereby is dissolved and both parties are released from the obligations of the same. It is further ordered that the petitioner be, and she hereby is restored to her maiden name of Amanda Casey. It is further considered by the Court that the plaintiff pay the costs of this proceeding.

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 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 — A. J. Davis Plaintiff
against
Joseph F. Boggs and
Cynthia M. Boggs, Defendants

Court of Common Pleas, Union County, Ohio.

4746

Petition

The plaintiff says; that his his action is founded upon a promissory note of which the following is a copy, to-wit:-

" $116.00 — York, Union County, O: Sept. 15th 1883. "
" Twelve months after date for value received we promise to pay "
" to the order of A. J. Davis, One Hundred and Fifteen Dollars with interest "
" from date at the rate of six per cent per annum payable at York Ohio "
" with interest at eight per cent after maturity. "
" Jos. F. Boggs. "
" Cynthia M. Bogg "

There are no credits thereon. There is now due from the defendants to the plaintiff on said note the sum of One Hundred & Fifteen Dollars with

6% interest from
plaintiff claims

The State of O
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Sworn to by
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To Clerk:-

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Summons

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6% interest from date to maturity and eight per cent int. after maturity, which plaintiff claims and for which he asks judgment.

A. T. Carpenter Atty. for Plff.

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 promissory note for the unconditional payment of money only which is now in affiants possession and that the facts stated in plaintiffs 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 7th day of February A.D. 1885.

[Seal]

J. Q. Burgner, Clerk.

To Clerk:-

Issue summons in above action returnable according to law. Indorse, Amt claimed $115.00 @ 6% int from Sept 15th 1883, to Sept 15th 1884, and 8% int since Sept 15th 1884.

A. T. Carpenter Atty for Plff.

Afterward on the 7th day of February A.D. 1885, a 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 Union, Greeting:-

4746 We command you to notify Joseph F. Boggs and Cynthia M. Boggs that they have been sued by A. J. Davis 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 A. J. Davis against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 16th day of Feb. A.D. 1885.

[Seal] Witness my hand and seal of said Court, this 7th day of Feb. A.D. 1885.

J. Q. Burgner, Clerk.

Endorsed: In action for Money Only, Amount claimed $115.00 at 6% int from Sept 15th 1883, and 8% int since Sept 15th 1884

A. T. Carpenter Plaintiffs Attorney

Said Writ returned and filed Feb. 14th 1885, endorsed as follows, to-wit:-

Sheriff's Return

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

Received this Writ Feby 7th A.D. 1885, at 5 o'clock P. 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 defendant a true copy of this writ with endorsements thereon. Sheriff's Fees:- Service $.75 Mileage 2.40, Copy .40, Total $3.25

Lee Hopkins Sheriff.
By A. H. Goodwin Deputy

Afterwards on the 10th day of March A.D. 1885, an Entry was made on the Journal of said Court which reads as follows, to-wit

(over)

Entry

A. J. Davis
vs.
Joseph F. Boggs & Cynthia M. Boggs

4746

And now comes the said A. J. Davis and the said Joseph F. Boggs and Cynthia M. Boggs having failed to demurre or answer to the petition of the said A. J. Davis it is considered that the said A. J. Davis ought to recover the said sum of $117.95 so demanded in his petition together with the sum of $10.96 which the Court finds due as the interest computed to February 16th 1885; thereon as prayed for in said petition. It is therefore considered that the said A. J. Davis recover against the said Joseph M. Boggs and Cynthia M. Boggs the said sum of $125.91 with interest thereon @ 8% from Feb. 16th 1885, together with his costs in and about his suit in this behalf expended taxed to $

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 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 January A.D. 1885, a Petition was filed with the Clerk of said Court which reads as follows, to-wit:-

Petition

Conrad Isungle Plaintiff
Against
S. H. Rozette, Defendant

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

Petition

4679

The said Conrad Isungle Plaintiff complains of the said S. H. Rozette Defendant for that the said Defendant on the 22nd day of March A.D. 1883, at Marysville, O. for value received his certain Promissory Note in writing, of that date, a true copy of which Promissory Note is in words and figures following, to-wit:-

" $117.95/100 Marysville, O; March 22nd 1883 "
" One day after date I promise to pay to the order of Conrad "
" Isungle, One hundred and seventeen + 95/100 Dollars at 6% interest from "
" February 6, 1883. Value received. "
"
S. H. Rozette.

and there and there delivered the same to the said Plaintiff, and thereby promised to pay to said Plaintiff or order, in one day from the date thereof the sum of One Hundred and Seventeen and 95/100 Dollars with interest thereon at the rate of six per centum per annum, which period has since elapsed yet the said Defendant has not paid said sum of money, nor any part thereof to the said Plaintiff, although often requested so to do.

And the said Plaintiff further says that the full amount of One Hundred and Seventeen and 95/100 Dollars with interest as aforesaid, is now due thereon, and wholly unpaid; that he has never parted with the ownership of said Promissory Note; and that he is still the legal owner and holder thereof. Wherefore, said Plaintiff prays judgment against

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Waiver of Summons 4679

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Entry 4679

A. H. Rozet

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S. H. Rozette
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paid Defendant for said sum of One Hundred and Seventeen and 9⅞₀₀ Dollars, together with interest thereon at the rate of six per cent from the sixth day of February A.D. 1883.

Broderick & Dunn & Campbell Plaintiffs Attys.

The State of Ohio }
Huron County ss. }

John M. Broderick being duly sworn, says that he is the Attorney of said Plaintiff in this action, that said action is brought upon an Instrument in Writing for the unconditional payment of Money Only that said Instrument in Writing is in his possession, and that he believes the statements contained in the foregoing Petition are true in substance and in fact.

John M. Broderick.

Sworn to by said John M. Broderick before me, and by him subscribed in my presence this 10th day of January A.D. 1885.

[Seal]

J. L. Burgner, Clerk.

Waiver of Summons 4679

I hereby waive the issuing and service of summons and enter my appearance herein, this 10th day of January A.D. 1885.

S. H. Rosette

Afterwards 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 4679

Conrad Jungle Plaintiff
vs.
S. H. Rosette, Defendant.

Now comes the plaintiff by his attorneys, and the Defendant being in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true, and that he is indebted to plaintiff in the sum of $117.9⅞₀₀ with interest thereon at the rate of 6 per cent from February 6th 1883. It is therefore considered by the Court that the said plaintiff Conrad Jungle recover from the defendant S. H. Rosette the said sum of $117.9⅞₀₀ with interest thereon at 6 per cent from Feby. 6th 1883, amounting to $132.3⅞₀₀ with interest at 6 per cent from February 16th 1885, and his costs herein expended.

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 Sixteenth day of February in the year of our Lord one thousand eight hundred and eighty-five.

On the 17th day of March 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

Fullington & Phillis Plaintiffs

vs.

Henry Powell & Charles Orozo, Defendants

Petition

4787

Civil Action for Money Only.

The plaintiffs say, they are a copartnership formed for the purpose of carrying on business in the State of Ohio, the above named Plaintiffs say that there is due to them from said Henry Powell and Charles Orozo Defendants, on a promissory note made by the Defendants to said Fullington Phillis and- dated the 20th day of January A.D. 1884, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of One Hundred and Thirty Dollars, with interest thereon at 8 per cent payable annually from the 20th day of May 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, and that there is now due on the same from defendants to plaintiffs said sum of Three Hundred & Thirty Dollars with the interest aforesaid. Whereupon, the Plaintiffs ask judgment against said defendant for the sum of One Hundred and Thirty Dollars, with interest payable annually at 8 per cent from the 20th day of May A.D. 1884, and for other proper relief.

Porter & Porter Atty's for Pl'ffs.

The State of Ohio
Union County, ss.

John L. Porter being sworn, made oath that he is one of the attorneys for the above named Plaintiffs, that he believes the statements in the foregoing Petition to be true. He further says that the above action is founded upon a written instrument for the payment of money, and such instrument is in possession of affiant as such attorney

John L. Porter.

Subscribed by John L. Porter in my presence, and sworn to by him before me, this 17th day of March A.D. 1885

J. D. Burgner Clerk.

" $130.00

Marysville, Ohio; January 20th 1884

" Four months after date, we principal debtors, we jointly " and severally promise to pay to the order of Fullington & Phillis, One " hundred Thirty 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 suits, and release all Errors and "

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Fullington

Answer

Henry Powell

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" Henry Powell Seal "
" Charles Crouse Seal "
" No. 20248 Due May 25/84

Answer

Fullington & Phillis Plaintiffs
vs.
Henry Powell & Charles Crouse, Defendants

In Court of Common Pleas
Union County, O.
Defendants' Answer.

4787

And now come Henry Powell and Charles Crouse the above named Defendants, by the undersigned D. W. Ayres 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 & Thirty eight 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 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 17th A. D. 1885.

D. W. Ayres Atty for Def't.

Entry

Fullington & Phillis
vs.
Henry Powell & Charles Crouse

4787

This day came the Plaintiffs by Porter & Porter their Attorneys and thereupon came D. W. Ayres one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed and now produced in Open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiffs petition the sum of $138.50. It is therefore considered that said plaintiff do recover of said Defendant the said sum of $138.50 so as aforesaid confessed to be due, together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney all errors are released, and all right 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 Sixteenth day of February in the year of our Lord one thousand eight hundred and eighty-five. Heretofore, to-wit:-

On the 16th day of January A.D. 1885, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

4689

Ed. Skidmore and David Reyner, Plaintiffs.
against
S.H. Rosette and Elijah Rosette, Defendants

Court of Common Pleas, Union County, Ohio.

Petition

The Plaintiffs say: That this their action action is founded upon a promissory note of which the following is a copy, to-wit:-

" $148.00 Marysville, Feb. 2nd 1883 "
" Thirty days after date I promise to pay to the order of Ed "
" Skidmore and David Reyner, One Hundred & Forty Eight Dollars at "
" Raymond value recived with interest at 8% per annum "
" S.H. Rosette & Co. "

There are no credits thereon. The defendants at time said note was made and delivered were partners under the name of S.H. Rosette & Co. There is still unpaid and due on said note from defendants to plaintiffs the sum of One Hundred and Forty-Eight Dollars @ 8% interest from February 2nd 1883, which plaintiffs claim and for which they ask judgement.

A. T. Carpenter Atty for Plaintiff

The State of Ohio
Union County, ss.

A. T. Carpenter being sworn says that he is the attorney for the above named plaintiffs duly authorized that this the plaintiffs action is founded upon a written instrument for the unconditional payment of money only which is now in possession of affiant. Affiant further says 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 16th day of January A.D. 1885.

Seal

J. Q. Burgner Clerk.

Praecipe

To Clerk:-

Issue summons in above entitled case for defendants, returnable according to law. Indorse: Amt claimed $148.00 @8% int from February 2nd 1883

A. T. Carpenter.

Summons

4689

On the 16th day of January A.D. 1885, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons in Action for Money Only

The State of Ohio
Union County, ss.

To the Sheriff of the County of Union, Greeting:-

We command you to notify S.H. Rosette and Elijah Rosette that they have been sued by Ed. Skidmore and David Reyner in the Court

Sheriffs Return

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of Common Pleas of Union County, and that unless they answer by the 17th day of February A.D. 1885 the petition of said Ed Skidmore and David Reyner against them filed in the Clerk's office of said Court such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 26th day of January A.D. 1885.

Witness my hand and the Seal of said Court, this 16th day of January A.D. 1885, at Marysville, Ohio.

Seal

J. Q. Burgner Clerk.

Endorsed: Money Only. Amount claimed $148.00 and interest as follows, at 8 per cent on $148.00 from Feb. 2nd 1883.

A. F. Carpenter.

Said Writ returned and filed January 22nd A.D. 1885 endorsed as follows, to wit:-

Sheriffs

The State of Ohio
Union County, ss.

Sheriffs Return

Return

Received this Writ January 17th A.D. 1885 at 10 o'clock A. M. and pursuant to the command, on the 21st day of January A.D. 1885 I served the same by delivering to each of the within named defendants S. H. Rosette and Elijah Rosette a true copy of this Writ with endorsements thereon ~~~ Sheriffs Fees: Service $.45; Mileage 3.20, Copy .40; Total $4.05 ~~~

Marion Hopkins Sheriff.

Afterward on the 17th day of February an Entry was made on the Journal of said Court, which reads as follows, to wit:-

Entry

Ed Skidmore and David Reyner

vs.

S. H. Rosette and Elijah Rosette

4689

And now come the said Ed Skidmore and David Reyner and the said S. H. Rosette and Elijah Rosette having failed to demurre or answer to the petition of the said Ed Skidmore and David Reyner, it is considered that the said Ed Skidmore and David Reyner ought to recover the said sum of $148.00 so demanded in their petition, together with the sum of $24.14 which the Court finds due as the interest thereon, computed at 8 % up to Feb. 16th 1885; as prayed for in said petition: it is therefore considered that the said Ed Skidmore and David Reyner recover against the said S. H. Rosette and Elijah Rosette the said sum of $172.14 with 8 % interest from February 16th 1885 together with his costs in and about their 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 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 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 December A.D. 1884, the following Petition was filed with the Clerk of said Court, to-wit:-

Jacob Priest by his next friend
Charles A. Phelps, Plaintiff
vs.
W. S. Hays & Joannah Hays, Defendants

Petition
4667

Court of Common Pleas,
Union County, Ohio.

The said plaintiff Jacob Priest who is under 21 years of age, by his next friend Charles A. Phelps says there is due to him from the defendants W. S. Hays & Joannah Hays on the note given by them to plaintiff (a copy of which is hereto attached) the sum of One hundred and forty six dollars with six per cent interest from Jany 14 1884, and therefore plaintiff asks judgment against the said defendants for said sum and interest. The said note reads as follows;

" $146.00 January 14th 1884 "
" Nine months after date we or either of us agree to pay to Jacob "
" Priest or order One Hundred and Forty-Six Dollars with six per cent "
" interest from date. Value received." " W. S. Hays "
" Joannah Hays "

Robinson & Piper, Attorneys for Plaintiff

The State of Ohio,
Union County, ss.

The above named Jacob Priest & Charles A. Phelps being duly sworn by me depose and say the allegations of the foregoing petition are true as we verily believe.

Jacob his + mark Priest
Charles A. Phelps.

Sworn to before me and signed in my presence this 29th day of Dec. 1884 by Jacob Priest and Charles A. Phelps

Seal

Frank A. Hamilton Notary Public

To the Clerk of Court of Common Pleas:-

Issue summons and indorse petition for $146.00 with interest from January 14th 1884, on promissory note

Robinson & Piper Attys for Plaintiff.

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

Summons
4667

Summons in Action for Money Only

The State of Ohio
Union County, ss.

To the Sheriff of the County of Union, Greeting:

We command you to notify W. S. Hays and Joannah Hays that they have been sued by Jacob Priest by his next friend Charles A. Phelps in the Court of Common Pleas of Union County and that unless they answer by the 31st day of January A.D. 1885, the petition of said Jacob Priest by his next friend Charles A. Phelps against

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Petition
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Writ 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 twelfth day of January A.D. 1885.

Witness my hand and the Seal of said Court, this 29th day of
{Seal} December A.D. 1884, at Marysville, O.

J. Q. Burgner, Clerk.

Endorsed: Money Only; Amount claimed $146.00 and interest as follows, at - per cent - on $146.00 from January 14th 1884

Robinson & Price Attys

Said Writ returned and filed January 5th 1885, endorsed as follows, to-wit

Sheriffs Return

The State of Ohio }
Union County, ss. }

Sheriffs Return.

Received this Writ Dec. 29th A.D. 1884, and pursuant to its command on the 31st day of Dec. A.D. 1884, I served the same by delivering to each of the within named M. S. Hays and Joannah Hays a true copy of this writ with endorsements thereon

Sheriffs Fees:- Service $-.45, Mileage 3.20, Copy .40, Total $4.05.

J. Hobensack Sheriff

Entry

Afterwards on the 23rd day of February A.D. 1885, an Entry was made on the Journal of said Court which reads as follows, to-wit:-

Jacob Perit, by his next friend
Charles A Phelps, Plaintiff.

vs.

M. S. Hays and Joannal Hays Defendants

4667

This day came the plaintiff but defendants came not but made default whereupon the plaintiff waived trial by jury and submitted the cause to the Court. Whereupon the Court finds there is due plaintiff from the defendants on the note mentioned in said petition described the sum of One Hundred and fifty-six Dollars and Twenty-five cents. Wherefore the Court considers, orders and adjudges that the plaintiff recover of the defendants to the said sum of one hundred and fifty six and 25/100 Dollars 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 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 Dec. 29th A.D. 1884, the following Petition was filed with the Clerk of said Court:

Samuel W. Bonnett, Plaintiff

vs.

Lavina J. Bonnett, Defendant

Petition

4668

Union County Court of Common Pleas.

The plaintiff says he 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 says that on or about the 24th day of October 1865 he was lawfully married to the defendant whom he prays may be made a party hereto. Plaintiff further says that he has always conducted himself towards the defendant as a faithful and provident husband yet the defendant disregarding her duties toward the plaintiff has been guilty of gross neglect of duty in this, to-wit:- Defendant has left the bed and board of the plaintiff and has been absent therefrom from time to time more or less for the three years, wholly at such times neglecting and refusing to attend to the duties of a wife, and said defendant is now wholly neglecting her duties of a wife toward the plaintiff. Plaintiff further says that on or about the 19th day of December 1884, the defendant was guilty of adultery with one Charles Newman at Plain City, Ohio; that on or about the same date said defendant made arrangement at Milford Center, Ohio, to go to a room for the purpose of committing adultery with said Charles Newman. Plaintiff further says that the defendant has been guilty of Adultery with various and sundry parties at the city of Mansfield Ohio, to the plaintiff unknown at various and sundry times, unknown to the plaintiff. Plaintiff therefore prays that at the final hearing of this petition he be divorced from the defendant and that the marriage relation be wholly dissolved and that he be wholly released from any obligations to her whatever.

Samuel W. Bonnett
By J. M. Kennedy his Attorney.

Praecipe

To the Clerk of Union Common Pleas:-

Issue summons and copy of petition in this case directed to the Sheriff of Union County Ohio, for Lavina J. Bonnett returnable according to law.

J. M. Kennedy Attorney.

On the 29th day of December A.D. a summons was issued by the Clerk of said Court which reads as follows, to wit:-

Summons

Summons in Divorce

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

4668

You are commanded to notify Lavina J. Bonnett that Samuel W. Bonnett has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition, (a true copy of which is herewith delivered to you to be served on her), charging her with Gross neglect and Adultery, and asking that he be divorced from her, and that and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the twelfth day of January 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 29th day of December A.D. 1884

Seal

J. D. Burgner Clerk

Endorsed: Summons in action for Divorce

J. M. Kennedy, Attorney.

Said Writ returned and filed December 30th A.D. 1884, endorsed as follows, to-wit:-

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Petition

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Sheriff's Return

The State of Ohio,
Union County, ss.

Received this writ on the 29th day of December A.D. 1884 and on the 29th day of December A.D. 1884, I served the same by delivering to the within named Lavina J. Bonnett a true copy thereof with the endorsements thereon, together with a certified copy of the petition. ~~ Sheriff's Fees: Service $.30, Copy .20, Mileage .40, Total $.90. ~~

John Hohenshuck, Sheriff.

Afterward on the 3rd day of March A.D. 1885, an Entry was made on the Journal of said Court which reads as follows, to-wit:-

Entry

Samuel W. Bonnett, Plaintiff
vs.
Lavina J. Bonnett, Defendant

4668

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 after hearing the testimony does find 1st. That said Samuel W. Bonnett is a resident of Union County and of the State of Ohio, for more than a year last past.
2nd. That said parties were married as stated in said petition.
3rd. That said Lavina J. Bonnett has been guilty of gross neglect of duty as charged in said petition. It is therefore ordered and adjudged that the marriage relation heretofore existing between the parties hereto be and the same is dissolved and that the plaintiff pay the costs of this prosecution.

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 5th day of February A.D. 1885, the following Petition was filed with the Clerk of said Court, to-wit:-

A. Phillips, Plaintiff.
vs.
O. F. Haines and O. F. Haines as Administrator of the Estate of J. B. Haines, decd. Defendants

Petition

4738

In Court of Common Pleas,
Union County, Ohio

The plaintiff says, that there is due him from Defendants the sum of One Hundred and Seventy-nine and 02/100 Dollars, with interest thereon at the rate of eight per cent, on a promissory note, of which the following is a copy with all credits and indorsements, to-wit:-

" $260.00 October 20th 1879, Dover, Ohio "

" Twelve months after date, we or either of us promise to pay

" A. Phillips or bearer the sum of Two Hundred and Sixty Dollars for value received "
" of him. Interest-eight-per cent. "
" (Signed) O. P. Haines "
" J. B. Haines "

The following credits appear on the back of said note, to-wit:- "Jany. 12th 1885; Rec'd on the within note $139.87/100" "Jany. 15th 1885- Rec'd on the within note $50. 00/100"

Plaintiff further says, that since the making and execution of said note the said J. B. Haines has deceased, and further, that on the 18th day of September A. D. 1882, letters of administration on the estate of said J. B. Haines theretofore deceased, intestate, were by the Probate Court of Union County, Ohio, duly issued to defendant O. P. Haines, who thereupon duly qualified and entered on the duties of said office.

Plaintiff further says, that more than eighteen months have expired from the date of said defendants administrative bond. Wherefore plaintiff prays judgment against defendants as aforesaid, in said sum of One Hundred and Seventy-nine and 87/100 Dollars with interest thereon at the rate of eight per cent from January 15th 1885.

Brodrick & Mc Campbell Attorneys for Plaintiff.

The State of Ohio,
Union County, ss.

Jas. S. Mc Campbell, being duly sworn on his oath says, that he is one of the attorneys of record of the plaintiff in the above entitled action, fully authorized in the premises; that said action is brought upon a written instrument for the payment of money only, and that said instrument sued on is now in his (affiants) possession; and further, that he verily believes the facts stated and allegations made, in the foregoing petition to be true.

Jas. S. Mc Campbell.

Subscribed and sworn to by said Jas. S. Mc Campbell before me, this 5th day of February A. D. 1885.

Frank N. Hamilton Notary Public {Seal}

To Clerk:

Issue Summons to defendants in above action, directed to the Sheriff of Union County, Ohio, returnable pursuant to law, and endorse, "Action for money only; Amt claimed $179.87/100 with interest at 8 per cent from Jany 15th 1885."

Brodrick & Mc Campbell Attys. for Plaintiff.

Summons

On the 5th day of February A. D. 1885, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons in Action for Money Only.

4738 The State of Ohio
Union County, ss. } To the Sheriff of the County of Union, Greeting:

We command you to notify O. P. Haines and O. P. Haines Administrator of the estate of J. B. Haines deceased that they have been sued by A. Phillips 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 A. Phillips 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. 1885. Witness my hand and the Seal of said Court, this 5th day of

Sheriffs Return

February A
{Seal}

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Margaret
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Petition

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February A.D. 1885; at Marysville, O.

{Seal}

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

Endorsed: Money Only; Amount Claimed, $179.02/100 and interest as follows, at 8 per cent on $179.02 from January 15th 1885.

Broderick & Mc Campbell Plffs Attys.

Said Writ returned and filed Feb. 14th A.D. 1885; endorsed as follows, to-wit:-

Sheriffs Return

The State of Ohio
Union County, ss.

Sheriff's Return.

Received this Writ Feby. 6th A.D. 1885; at 3 o'clock P. M., And pursuant to its command, on the 13th day of Feby. A.D. 1885; I served the same by delivering to the within named defendants a true copy of this writ with endorsements thereon. ~~~ Sheriff's Fees: Service $2.00. Mileage 2.80 Copy 40, Total $5.65. ~~~

M 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

A. Phillips Plaintiff
vs.
O. F. Haines and O. F. Haines as Admr. of Estate of J. B. Haines dec'd Defendants.

In Court of Common Pleas
Union County, Ohio.

4738

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 One Hundred and Seventy-nine and 02/100 Dollars with interest thereon at the rate of eight per cent from Jany 15th 1885. It is therefore considered by the Court that the said plaintiff recover from the said defendant, the said sum with interest thereon as aforesaid to-wit: the sum of One Hundred and Eighty-One and 2/100 ($181.2/100) Dollars with 8 % from March 16th 1885; and his costs herein expended.

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 four.

On the 16th day of February 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.

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

Petition

4764

Margaret Stannates, Plaintiff
vs.
Jason N. Chapman, J. A. White & Jonathan Cluney, Defendants

Margaret Stannates the above named

Plaintiff says that there is due her from Jason A. Chapman, J. A White & Jonathan Cheney Defendants, on a promissory note made by the Defendants to her and dated the 2nd day of May A.D. 1882, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of Three Hundred and Twenty Four Dollars, with interest thereon at 8 per cent from the 2nd day of May A.D. 1883, The Plaintiff further says that she is the legal owner and holder of said note, that the same is due and unpaid and there are no credits thereon, Whereupon, the Plaintiff asks judgment against said Defendants for the sum of three Hundred and Twenty Four Dollars, with interest at 8 per cent from the 2nd day of May A.D. 1883,

S. S. Gardiner Atty for Plff.

The State of Ohio }
Union County, ss. }

S. S. Gardiner being sworn says he is the attorney of record of the above named plaintiff and says that he believes the statement in the foregoing Petition to be true, He further says that this action is brought upon an instrument in writing a which is in his possession.

S. S. Gardiner.

Subscribed by S. S. Gardiner in my presence, and sworn to by him before me, this 16th day of February A.D. 1885.

{Seal}

J. D. Dungan Clerk.

" $324.00

" One year after date, for value received, we jointly and "
" severally promise to pay Margaret Stannard or order, Three Hundred "
" and Twenty Four Dollars, with interest, at the rate of 8 per cent per annum "
" on all unpaid principal and interest, after due until paid; interest to be "
" compuled 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 me or either of us, in any of said Courts "
" at any time after the above note becomes due, and confess judgment "
" thereon, against me, 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 judg- "
" ment 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 me, 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 2nd day of May 1882. "
"
"
"
" Jason A. Chapman "
" J. A. White "
" Jonathan Cheney. "

Answer

Margaret Stannard Plaintiff
vs.
Jason A. Chapman, J. A. White & Jonathan Cheney Defts. } In Court of Common Pleas. Union County ss.

4764

And now the above named Defendants waive the issuing and service of process and appearance and that judgment be rendered against them for the sum of Three Hundred and Twenty Four Dollars with interest thereon at 8 per cent from the 2nd day of May A.D. 1883, and for the costs of this action, and for the purpose of this action only they waive all right to appeal herein.

Margaret Stannard

Entry

Jason A. Chapman
Jonathan Cheney

4764

S. S. Gardiner Atty of Record of the Defendants and now produces and files the written consent of the said Defendants that the sum of Three Hundred and Twenty Four Dollars may be recovered of said Defendants with interest thereon at 8 per cent from the 2nd day of May A.D. 1883, and for the costs of this action, and waiving all right of appeal herein.

Petition

4766

Margaret Stannard
vs.
J. J. Monroe

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the County of
the State of O
thousand eig

On the
in Vognovit

Margaret Sta

says that the
Defendants,
and S. S. G

4764 And now comes Jason N. Chapman, J. A. White and Jonathan Cheney the above named Defendants by the undersigned A. A. Beightler Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's petition, and against the above named Defendants, for the sum of Three Hundred and Seventy and 34/100 Dollars. the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendants for costs of this action, and all errors are hereby released, and Defendants right to appeal hereby waived. February 16th A.D. 1885

A. A. Beightler Atty for Def't.

Entry

Margaret Staunales Plaintiff
vs.
Jason N. Chapman, J. A. White & Jonathan Cheney Defendants

4764 This day came the Plaintiff by S. S. Gardner Attorney, and thereupon came A. A. Beightler one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of Attorney, confessed that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiff's petition the sum of $370.34 It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $370.34 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per cent per annum. And by virtue of said warrant of Attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest- J. Q. Bumgarner, Clerk.
By A. R. Bumgarner, 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.

On the 16th day of February 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.

Margaret Staunales
vs.
O. J. Monroe & L. G. Monroe

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

Petition

4766 Margaret Staunales the above named plaintiff says that there is due to her from O. J. Monroe & L. G. Monroe the Defendants, on a promissory note made by the Defendants O. J. Monroe and L. G. Monroe dated the 23rd day of August A. D. 1881 which note,

with the warrant of Attorney thereto annexed, is hereto attached, the sum of One Hundred and Sixty Three Dollars and Fifty Cents, with interest thereon at 8 per cent from the 23rd day of August A.D. 1882. The plaintiff further says that she is the legal owner and holder of said note, that the same is due and unpaid, and there are no credits thereon. Whereupon, the Plaintiff asks judgment against said Defendants for the sum of One Hundred and Sixty Three Dollars and Fifty Cents, with interest at 8 per cent from the 23rd day of August A. D. 1882

S. S. Gardiner Attorney for Plaintiff

The State of Ohio
Union County, ss.

S. S. Gardiner being duly sworn says he is the attorney of record of the above named Plaintiff and says that he believes the statement in the foregoing Petition to be true. He further says that this action is brought upon an instrument in writing which is in his possession.

S. S. Gardiner.

Subscribed by S. S. Gardiner in my presence, and sworn to by him before me this 16th day of February A.D. 1885.

J. D. Bergner, Clerk.

[Seal]

" $163.50/100 "

" One year after date, for value received, we jointly and severally " " promise to pay Margaret Stannate or order, One Hundred and Sixty Three 50/100 " " Dollars with interest, at the rate of 8 per cent per annum on all unpaid principal " " and interest, after due until paid; interest to be computed every year, with 5 " " per cent attorney fee, if collected. And we, or either of us, do hereby authorize " " and empower any Attorney of any Court of Record in the State of Ohio, or elsewhere " " to waive the issuing and service of process and appear for us, or either of us " " in any of said Courts, at any time after the above note becomes due, and " " confess judgment thereon, against us, or either of us, in favor of the payee " " or endorser hereof, for the sum due on said note, with all interest and costs " " of suit: said judgment to draw the rate of interest specified in note, after " " rendition until paid. We do also hereby waive all right of appeal, the stay of " " execution, the power and privilege to hold exempt from execution any " " personal or real property belonging to us or either of us, and release all error " " that may accrue in the rendition of said 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 23rd day of August 1881 " "

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

Answer

Margaret Stannate
vs.
C. J. Monroe & L. G.

4766

In Court of Common Pleas, Union County, ss.

Defendants Answer.

And now comes C. J. Monroe & L. G. Monroe 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 Defendants for the sum of One Hundred & Ninety-Six Dollars and Sixteen Cents,

Entry

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the amount aforesaid also costs and for costs of right to appeal

Margaret Stannate
vs.
C. J. Monroe et

Gardiner Attorney Court, who, by in open Court entered appearance of Attorney, confess is alleged in said that said plaintiff as aforesaid cost and with interest by virtue of said aforesaid, and also

Petition

4790

Pleas before begun and held the County of Union State of Ohio on eight hundred following Petition

The State of
Fullington &
vs.
Robt. E. Boyd &

partnership form
The above named
Boyd and Rice
Defendants Ro
A.D. 1883, whic
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Forty Cents, in
A.D. 1885; The
of said note, h
was paid upo

the amount appearing due for principal and interest on said note, and also ordered that judgment be entered in the same manner against Defendants for costs of this action, and all errors are hereby released, and Defendants right to appeal in this case is hereby waived. Feb. 16th A.D. 1885.

L. Price Atty for Defendants

Entry

Margaret Saunders,
vs.
O.J. Monroe & L.G. Monroe

4766

This day came the Plaintiff by S.S. Gardiner Attorney, and thereupon came L. Price one of the Attorneys 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 $196.16. It is therefore considered that said plaintiff do recover of said Defendants the said sum of $196.16 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 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. On the 23rd day of March A.D. 1885, the following Petition and Answer 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

Fullington & Phelps, Plaintiffs

vs.

Petition

Robt. E. Boyd & Richard Boyd, Defendants.

Civil Action for Money Only.

4790

The plaintiffs say that they are a partnership formed for the purpose of carrying on business in the State of Ohio. The above named Plaintiffs say that there is due to them from Robert E. Boyd and Richard Boyd Defendants, on a promissory note made by the Defendants Robert E. Boyd and Richard Boyd dated the 9th day of March A.D. 1883, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of Five Hundred and Sixteen Dollars and Forty Cents, with interest thereon at 8 per cent from the 1st day of January 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. The interest on said note was paid up to January 1st 1885, and $283.60/100 was then paid on the principal

leaving $516.40/100 due on same from defendants to plaintiffs at said date, Whereupon the plaintiffs ask judgment against said Defendants for the sum of Five Hundred and Sixteen Dollars and Forty Cents, with interest at eight per cent from the first day of January A.D. 1883, and for other proper relief.

Porter & Porter Attorneys for Plaintiffs.

The State of Ohio }
Union County. ss }

E. W. Porter being sworn makes oath that he is attorney in this action for the above named plaintiffs, that he believes the statements in the foregoing Petition to be true. He further says that the above action is founded upon a written instrument for the payment of money, and such instrument is in the possession of affiant as such attorney.

E. W. Porter

Subscribed by E. W. Porter in my presence, and sworn to by him before me this 23rd day of March A.D. 1883.

[Seal] J. Q. Burgner Clerk of Courts.

" $800.00 Marysville, Ohio; March 9th 1883.

" On or before August 1st 1884 after date, as principal debtors, we " jointly and severally promise to pay to the order of Fullington & Phillis, Eight " Hundred Dollars for value received, with 8 % interest from date. And we " hereby dispense with demand of payment of this note and authorize any " Attorney at Law to appear for us or either of us, at any time after the same " shall become due, in any Court of Record in the State of Ohio or elsewhere, and " waive the issuing and service of process and confess judgement against us " or either of us, in favor of the holder or holders of this note, for the amount of " said note, with eight per cent interest, payable annually after the same " shall become due, together with costs of suits, and release all Errors and waive " all right of Appeal in this behalf. Witness our hands and seals, this 9th day of March 1883 "

Robert E. Boyd.

($199.32 — Aug. 1884) Richard Boyd.

Endorsed: "Int paid to Jany 1st 1884." "Paid on the within note Two Hundred and Eighty-Three & 60/100 Dollars ($283.60) Jany. 1st, 1884."

Fullington & Phillis

vs.

Robert E. Boyd & Richard Boyd

In Court of Common Pleas Union County ss.

Defendants Answer.

And now come Robert E Boyd and Richard Boyd the above named Defendants, by the undersigned T. R. Fullon Attorney, and waive the issuing and service of proces in this case, and consent that judgment be entered in favor of the above named Plaintiffs, the holders of the note described in plaintiffs petition, and against the above named Defendants, for the sum of Five Hundred & Twenty Five Dollars and Sixty nine Cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against 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 23rd A.D. 1885.

T. R. Fullon Attorney for Defendants

Entry 4790

Petition 4767

Answer 4790

Entry

Fullington & Phellis, Plaintiffs

vs.

Robert E. Boyd & Richard Boyd, Defendants

4790

This day came the Plaintiff by Porter & Bates Attorneys and thereupon came P. R. Kerr one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendants herein, and by virtue of the same warrant of Attorney confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiffs petition, the sum of $525.69/100. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $525.69/100 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 (8) per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal and all right to file a petition in error are waived.

Attest J. D. Burgner, Clerk.
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. On the 16th day of February 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.

H. C. Hamilton

vs.

R. E. Graves & W. W. Hill.

Civil Action for Money Only.

Petition

4767

H. C. Hamilton the above named Plaintiff says that there is due to him from R. E. Graves & W. W. Hill Defendants on a promissory note made by the Defendants R. E. Graves & W. W. Hill dated the 6th day of May A.D. 1884, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of One Hundred and Ninety-four Dollars and Fifty Cents, with interest thereon from the 16th day of Feb. A.D. 1885. The Plaintiff further says that he is now the legal owner and holder of said note, that the same is due and unpaid, and that said note was taken by Geo. B. Hamilton for the benefit of the plaintiff. Wherefore, the Plaintiff asks judgment against said Defendant for the sum of One Hundred and Ninety-four Dollars and Fifty Cents, with interest from the 16th day of February A.D. 1885.

P. R. Kerr Atty for Pl'ff.

The State of Ohio
Union County, ss. } P. R. Kerr Attorney for the above named Plaintiff being duly sworn, says that he believes the statement in the foregoing Petition to be true. He further says that the said Plaintiff placed said note which is a written obligation for the payment of money in his hands for collection

P. R. Kerr.

Subscribed by P. R. Kerr in my presence, and sworn to by him before me, this 16th day of Feb. A. D. 1883.

J. Q. Burgner Clerk.

{Seal}

" $182.14/100 Nine months after date, for value received, we jointly "
" and severally promise to pay George B. Hamilton, or order, One Hundred "
" and Eighty Three 14/100 Dollars with interest, at the rate of 8 per cent per annum "
" on all unpaid principal and interest; interest to be computed every year "
" with 5 per cent attorney fee, if collected. And we or either of us, do hereby "
" authorize and empower any Attorney of any Court of Record in the State of "
" Ohio, or elsewhere, to waive the issuing and service of process and appear "
" for us, or either of us in any of said Courts, at any time after the above note "
" becomes due, and confess judgment thereon, against us or either of us, "
" in favor of the payee or endorsee hereof, for the sum due on said note, with "
" all interest and costs of suit: said judgment to draw the rate of interest "
" specified in note, after rendition until paid. We do also hereby waive "
" all right of appeal, the stay of execution, the power and privilege to hold "
" exempt from execution any personal or real property belonging to us, or "
" either of us, and release all errors that may occur in the rendition of said "
" judgment and all right to sue out any writ of error: and our said "
" Attorney is hereby authorized to enter such release in said judgment. "
" Witness our hands and Seals this 6th day of May 1884. "
" R. E. Stannes "
" W. W. Hill "

Petition

1777

Answer

4767

H. O. Hamilton
vs.
R. E. Stannes and W. W. Hill

In Court of Common Pleas Union County, O.
Defendants Answer.

And now come 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 same 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 & Ninety Four Dollars and fifty Cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendants for costs of this action, and all errors are hereby released, and Defendants right 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. Feb. 16th A. D. 1883.

L. Piper Attorney for Defendant

Entry

4767

H. O. Hamilton
vs.
R. E. Stannes & W. W. Hill

This day came the Plaintiff by P. R. Kerr, his 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 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 $194.50. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $194.50 so as aforesaid confessed to be due together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest 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 Sixteenth day of February in the year of our Lord one thousand eight hundred and eighty five. On the 27th day of February A.D. 1885 the following Petition and Answer were filed with the Clerk of said Court, to wit:-

Petition and Answer in Assumpsit

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

George B. Hamilton
vs.
George Biddle

Petition

Civil Action for Money Only.

1777

Geo. B. Hamilton the above named Plaintiff says that there is due to him from George Biddle Defendant, on a promissory note made by the Defendant, George Biddle dated the 1st day of December A.D. 1884 which note with the warrant of Attorney thereto annexed, is here to attached, the sum of Two Hundred and Thirty Three Dollars and Ninety Nine Cents with interest thereon from the 1st day of December 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 and that there is due upon said note the sum of two hundred and thirty eight dollars and sixty-three cents. Whereupon, the Plaintiff asks judgment against said Defendant for the sum of Two Hundred and Thirty-three Dollars and Ninety Nine Cents, with interest at eight per cent from the first day of December A.D. 1884.

Frank A. Hamilton Attorney for Plaintiff

The State of Ohio
Union County ss. } George B. Hamilton, the above named Plaintiff being duly sworn says that he believes the statements in the foregoing Petition to be true.

Geo. B. Hamilton.

Subscribed by Geo. B. Hamilton in my presence, and sworn to by him before me, this 26th day of February A.D. 1885.

[Seal]

J. D. Burgner Clerk of Courts.

" $233.97/100 One day after date, for value received, we jointly and severally promise to pay G. B. Hamilton, or order Two Hundred and Thirty Three and 97/100 Dollars, with interest, at the rate of 8 per cent per annum on all unpaid principal and interest, after due until paid; interest to be computed every year, with 4 per cent attorney fee, if collected. And we, or either of us, do hereby authorize and empower any Attorney of any Court of Record in the State of Ohio, or elsewhere, to waive the issuing and service of process, and appear for us, or either of us, in any of said Courts, at any time

"after the above note becomes due, and confess judgement thereon, against us"
" or either of us in favor of the payee or endorsee hereof, for the sum due on "
" said note, with all interest and cost of suit: said judgement to draw the rate "
" of interest specified in note, after rendition until paid. We do also hereby waive"
" all right of appeal, the stay of execution, the power and privilege to hold exempt"
" from execution any personal or real property belonging to us, or either of us, and "
" release all errors that may occur in the rendition of said judgement and "
" all right to sue out any writ of error: and our said Attorney is hereby authorized"
" to enter such release in said judgement. "
" Witness our hands and Seals this 1st day of December 1884. "
" George Biddle {Seal} "

Answer

George B. Hamilton
vs.
George Biddle

In Court of Common Pleas, Clinton County, O.
Defendants Answer.

4777

And now comes George Biddle the above named Defendant; by the undersigned J. B. Dole Attorney, and waives the issuing and service of process in this case, and consent that judgement be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiffs petition, and against the above named Defendant, for the sum of Two Hundred and Thirty Eight Dollars and Sixty three Cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against 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. February 26th A.D. 1885.

J. B. Dole Attorney for Defendant.

Entry

George B Hamilton
vs.
George Biddle

4777

This day came the Plaintiff by Frank N. Hamilton Attorney, and thereupon came J. B. Dole 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 $238.63/100. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $238.63/100 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. 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. On the 16th day of March A.D. 1885 the following Petition and Amendment were filed with the Clerk of said Court, to-wit:

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

M. W. Mill, Assignee in Trust for the Benefit of the Creditors of Union County Bank, Plaintiff.
Against
E. G. Randell, Defendant.

Petition

Petition.

4786

The plaintiff says, he is the duly appointed and qualified Assignee of the Union County Bank which was a firm organized for and doing business in the State of Ohio, and not incorporated - and that he is now acting in the capacity of Assignee, that the defendant E. G. Randell on or about the 25th day of September A.D. 1883, executed and delivered to the said Union County Bank his promissory note, of that date, together with a warrant of Attorney, which promissory note and warrant of Attorney are hereto attached, marked Exhibit A. and made a part of this petition. Said plaintiff further says that said promissory note is due and unpaid; that he as said Assignee is the legal owner and holder thereof, and that there is still due him as said Assignee thereon from said defendant, the sum of One Hundred and Sixty four Dollars and 57 Cents, with interest at the rate of 8 per centum per annum from the 25th day of September A.D. 1883. Wherefore, the said plaintiff asks judgment against the said Defendant for the sum of One Hundred & Sixty four Dollars and Fifty-Seven Cents, with interest thereon at the rate of 8 per centum per annum, from the 25th day of September A.D 1883, and for costs of suit.

S. S. Hardiner Plaintiffs Attorney

The State of Ohio,
Union County, ss.

Affidavit

S. S. Hardiner being duly sworn, says that he is the Attorney of Record of said Plaintiff as Assignee, that this action is brought upon an Instrument in Writing for the payment of Money only; that said Instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing petition are true in substance and in fact.

S. S. Hardiner

Sworn to by said S. S. Hardiner, before me, and by him subscribed in my presence, this 16th day of March A.D. 1885.

{Seal}

J. D. Burgner, Clerk.

" $164.57/100 Six months after date, for value received, we jointly and "
" severally promise to pay Union County Bank, or order One Hundred "
" Sixty-Four 57/100 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 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 enter "
" the issuing and service of process, and appear for us, or either of us, in "
" any of said Courts, at any time after the above note becomes due and "

Secured by Chattel Mortgage

"confess judgment herein, 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 occure in the rendition of said
"judgment and all right to sue out any writ of error; and our said Attorney
"is hereby authorized to enter such release in said judgment.
"Witness our hands and seals at Richwood, Ohio this 24th day of September 1883.
E. G. Randell.

Answer.

W. W. Hill, Assignee of
Union County Bank Plaintiff
vs.
E. G. Randell, Defendant.

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

4786

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 defendant at the suit of W. W. Hill Assignee of the Union County Bank Plaintiff against said E. G. Randell Defendant, and waive the issuing and service of process therein, and confess judgment in favor of the said W. W. Hill Assignee of the Union County Bank against said E. G. Randell for the sum of One Hundred and Eighty Dollars and 88 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.

L. Piper Defendants Attorney

Entry

W. W. Hill, Assignee of
Union County Bank, Plaintiff.
vs.
E. G. Randell, Defendant.

4786

This day came the Plaintiff by S. S. Gardiner and thereupon came L. Piper one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiffs petition, the sum of $183.88/100

It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $183.88/100 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal and all right to file a petition in error are waived.

Attest-J. D. Bumgarner, Clerk.
By A. R. Bumgarner, Deputy

Petition

4776

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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 Seventeenth day of February in the year of our Lord one thousand eight hundred and eighty-five. On the 24th day of Feb. 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.

Plain City Bank vs. A. Jay Dyer — Civil Action for Money Only.

Petition 4776

The plaintiff says it is a copartnership formed for the purpose of and doing business within the State of Ohio and not incorporated. And the above named Plaintiff further says that there is due to plaintiff from A. Jay Dyer the defendant, on a promissory note made by the defendant, A. Jay Dyer dated the 19th day of February A.D. 1885, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of Three Thousand, three Hundred and Seventeen and 14/100 Dollars, with interest thereon at eight per cent from the 20th day of February 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, Whereupon, the plaintiff asks judgment against said Defendant for the sum of Three Thousand Three Hundred and Seventeen + 14/100 Dollars, with interest at eight per cent from the 20th day of February A.D. 1885.

A. T. Carpenter Attorney for Plaintiff.

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

A. T. Carpenter being sworn says he is the attorney of the above named plaintiff duly authorized therein. That this the plaintiffs action is founded upon a written instrument for the unconditional payment of money only which instrument is in affiants possession. Affiant further says the facts stated and allegations contained in plaintiffs petition are true as affiant verily believes.

A. T. Carpenter.

Subscribed by A. T. Carpenter in my presence, and sworn to by him before me, this 24th day of February A.D. 1885.

Seal

J. D. Burgner Clerk of Courts.

" $3317.14/100 Plain City, O. February 19th 1885- "

" One day after date, as principal debtors, we jointly and "
" severally promise to pay to Plain City Bank, or order at Plain City "
" Bank, Plain City, O. Thirty Three Hundred and Seventeen and 14/100 Dollars, "
" for value received. And we hereby dispense with the 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 holders of this note, for the amount of said note, with 8 "
" per cent interest payable annually after the same shall become due "
" and if the interest be not paid annually to become as principal, and "
" bear the same rate of interest, together with costs of suit, and release

" all errors and waive all right of Appeal in this behalf. "
" Witness our hands and seals this Fourteenth day of February 1885. "
" A. Jay. Dyer. "

Answer
4776

Plain City Bank.
vs.
A. Jay Dyer.

In Court of Common Pleas Union County, ss.

Defendants Answer

And now come A. Jay. Dyer the above named defendant by the undersigned T. B. Fullon 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 thirty Three Hundred and Twenty Dollars and Eighty-two Cents, the amount appearing due for principal and interest on said note and also consent that judgment be entered in the same manner against defendant for costs of this action and all errors are hereby released, and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived. February 24th 1885

T. B. Fullon Attorney for Defendant

Entry
4776

Plain City Bank.
vs.
A. Jay Dyer

This day came the plaintiff by A. T. Carpenter Attorney, and thereupon came T. B. Fullon one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, received the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendant to said plaintiff as is alleged in said plaintiffs petition, the sum of $3320.82 It is therefore considered that said plaintiff do recover of said Defendant the said sum of $3320.82 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest J. D. 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 sixteenth day of February in the year of our Lord one thousand eight hundred and eighty-five. On the 17th day of February 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.

James B. Hitt & Daniel O. Hitt Partners doing business under the laws of Ohio, under firm name of J. B. Hitt & Co. Plaintiffs

vs.

F. F. Hazen Defendant.

Petition

4769

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

James B. Hitt and Daniel O. Hitt Partners under the firm name James B. Hitt & Co. the above named plaintiffs say that there is due to them from F. F. Hazen defendant, on a promissory note made by the defendant F. F. Hazen dated the 19th day of September A.D. 1882, which note, with the indorsement of Attorney thereto annexed, is here to attached, the sum of One Hundred and Thirty-Three Dollars with interest thereon from the 19th day of September A.D. 1882. The plaintiffs further say that they are the legal owners and holders of said note, that the same is due and unpaid thereupon. Wherefore, the plaintiffs ask judgment against said defendant for the sum of One Hundred and Fifty-Eight Dollars and Sixty Five Cents, with interest at 8% from the 16th day of February A.D. 1885.

Cameron & Woodburn Attys for Plffs.

The State of Ohio
Union County, ss.

R. L. Woodburn one of the attorneys duly authorized for the above named plaintiff being sworn, says that he believes the statement in the foregoing Petition to be true. He further says that the said plaintiffs are non-residents of Union County, O. and are now absent therefrom.

R. L. Woodburn.

Subscribed by R. L. Woodburn in my presence, and sworn to by him before me, this 16th day of February A.D. 1885.

L. Q. Rongner, Clerk.
By W. Lee Waught, Deputy.

" $133.00 Urbana O. Sept. 19th 1882. "

" Sixty Days after, I promise to pay J. B. Hitt & Co. of Urbana, or "
" order One Hundred thirty Three Dollars, for value received, with interest at "
" eight per cent per annum after date; and it is understood that the "
" liability of neither of us is to be affected by future time being given for "
" payment; and in case said sum should not be paid when due we "
" or either of us do hereby empower any attorney at law in the State of Ohio "
" to appear for me or either of us in any Court of Record, or before any "
" Justice of the Peace in the State of Ohio, in any actions in favor of the holder "
" or holders of this note, for the above sum at any time after the same "
" become due, and acknowledge the service of process, or waive the "
" same, receive a petition and confess a judgment against us or "
" either of us in favor of the holder or holders of this note, for the above "
" sum, and interest thereon from maturity, and at the rate of eight "

" per cent per annum, and costs of suit, and release all errors in said suit- "
" and this shall be the warrant for so doing. "
" In witness whereof, we, and each of us, have hereunto set our hands and "
" seals, this 19th day of September 1882. "
" F. F. Hazen [L.S.] "

Answer

J. B. Hitt & Co.
vs.
F. F. Hazen

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

#769

And now comes F. F. Hazen the above named defendant, by the undersigned Frank N. Hamilton Attorney, and waives the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in Plaintiffs petition, and against the above named defendant for the sum of One Hundred and Fifty-Eight 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, February 16th A. D. 1885.

Frank N. Hamilton Atty for Deft.

Entry

James B. Hitt & Co.
vs.
F. F. Hazen

#769

This day came the Plaintiff by Cannon & Woodbury their Attorneys and thereupon came Frank N. Hamilton, one of the Attorneys of Record of this Court who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said 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 $158. 65/100.

It is therefore considered that said plaintiff do recover of said defendant the said sum of $158. 65/100 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 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

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Petition

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Pleas before Isis 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.

On the 24th day of March A.D. 1885, the following petition and Answer were filed with the Clerk of said Court, to-wit:-

Petition and Answer in Cognovit

Fullington & Phillis, Plaintiffs
vs.
James Mullowine and
C. Mullowine, Defendants.

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

Petition

4792

Fullington and Phillis the above named Plaintiffs say that there is due to them from James Mullowine and C. Mullowine Defendants, on a promissory note made by the Defendants James Mullowine and C. Mullowine dated the 17th day of November A.D. 1884, a copy of which note, with the warrant of Attorney thereto annexed, is here to attached the sum of one hundred and eighty dollars, with interest thereon at 8 per ct. from the 15th day of February 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. Whereupon the Plaintiffs ask judgment against said Defendant for the sum of One Hundred and Eighty Dollars with interest at 8 per cent from the 15th day of February A.D. 1885.

J. B. Cole Attorney for Plaintiffs

The State of Ohio,
Union County, ss.

J. B. Cole attorney for Fullington & Phillis the above named plaintiff being duly sworn, says he believes the statement in the foregoing petition to be true. He further says that the foregoing pleading is founded on an instrument for the payment of money only and said instrument is in his possession and that he is the attorney for said plaintiff duly authorized in the premises.

J. B. Cole.

Subscribed by J. B. Cole in my presence, and sworn to by him before me this 24th day of March A.D. 1885.

J. Q. Brugner Clerk of Courts,

" $180.00 Marysville, Ohio; Nov. 17th 1884 "

" Ninety days after date, as principal debtors, we jointly and "
" severally promise to pay to the order of Fullington and Phillis, One Hundred "
" and Eighty 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 suits, and release all errors and waive all right of "
" appeal in this behalf. Witness our hands and seals, this 17th day of Nov. 1884 "
" signed { James Mullowine "
" Feb. 15th 1885- C. Mullowine. "

Answer

Tullington and Phillis, Plaintiffs.
vs.
James Mullowain and
C. Mullowain, Defendants.

In Court of Common Pleas, Union County, O.
Defendants Answer.

4792

And now come James Mullowain and C. Mullowain the above named defendants, by the undersigned F. T. Arthur 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 Eighty One and 5/100 Dollars the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendants for costs of this action, and all errors are hereby released, and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case, is hereby waived. March 24th A.D. 1885

F. T. Arthur Attorney for Defendant.

Entry

Tullington & Phillis, Plaintiffs
vs.
James Mullowain, and
C. Mullowain, Defendants.

4792

This day came the Plaintiffs by J. B. Cole their 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 defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendants to said plaintiff, as is alleged in said Plaintiffs petition, the sum of $181 5/100

It is therefore considered that said plaintiff do recover of said defendants the said sum of $181.5/100 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

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

Petition

4309

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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 Sixteenth day of February in the year of our Lord one thousand eight hundred and eighty five. Whereof, to-wit:-

On the 29th day of August A.D. 1883, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

A. H. Graham, Plaintiff
Against
S. S. Gardiner as assignee of Charles Wright & John Lewis late partners under the firm name of Wright and Lewis Defendant

Court of Common Pleas
Union County, Ohio.
Petition.

4309

The plaintiff says: that on the 7th day of December A.D. 1882, John Lewis and Charles Wright were associated together as partners and were engaged in merchandising in the village of Richwood, Union County, Ohio; under the firm name and style of Wright and Lewis or Lewis and Wright. That while so associated together in business as partners they, as such partners, became indebted to the plaintiff and to secure the same made and delivered to plaintiff the following note to-wit:-

" $700.00 Richwood Ohio; Dec. 7th 1882 "
" On the first of April next we promise to pay A. H. Graham "
" Four Hundred Dollars for value received. "
" John Lewis "
" Charles Wright "

There are no credits thereon. The indebtedness to secure which said note was given grew out of said copartnership business and was a firm debt credited by said firm in their said partnership business and is a valid claim against the assetts of said firm in the hands of said Assignee and no part thereof has been paid and there are no set offs against the same, nor does plaintiff hold any collateral or other security therefor plaintiff says that about the 6th day of February 1883, said firm of Wright and Lewis (or Lewis & Wright) failed in business and 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 assetts. 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 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 (or Lewis & Wright) and indorsed his rejection thereon.

Plaintiff says no part of his claim has been paid and there is still due him thereon from said S. S. Gardiner as assignee aforesaid the sum of Four Hundred Dollars with interest thereon from April 1st A.D. 1883.

Plaintiff therefore asks judgment against said S. S. Gardiner as assignee of Wright & Lewis (or Lewis & Wright) 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 and under the order of this Court and that plaintiff have such other relief as may be equitable and just.

A. T. Carpenter Attorney for Plaintiff.

The State of Ohio
Union County, ss.

A. H. Graham the above named plaintiff being sworn says that the facts stated and allegations contained in his foregoing petition are true as he verily believes.

A. H. Graham.

Sworn to by A. H. Graham before me and signed by him in my presence this 28th day of August A.D. 1883.

Seal

J. D. Burgner Clerk.

To Clerk:-

Praecipe — Issue summons for S. S. Gardiner in above action returnable according to law. Indorse: Amt claimed $400.00 @ 6% int from Apr. 1st 1883

A. T. Carpenter Attorney for Plaintiff

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, Union County ss. } Summons.

To the Sheriff of the County of Union, Greeting:-

4307 — We command you to notify S. S. Gardiner as Assignee of Wright and Lewis that he has been sued by A. H. Graham 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 A. H. Graham against him filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 10th day of 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.

Indorsed: In action for money. Amt claimed $400.00 @ 6% int from April 1st 1883

A. T. Carpenter Atty for Plaintiff

Said Writ returned and filed September 4th 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 summoned to its command, on the 4th day of September A.D. 1883. 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.

Sheriffs Fees: Service .30, Mileage 2.56, Copy .20, Total $3.06/100

John Hohensack Sheriff Union Co. Ohio

Afterward on the 20th day of Jany. A.D. 1884, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry — A. H. Graham vs. S. S. Graham, assignee

Court of Common Pleas, Union County, ss.

4307

On application leave is granted to the plaintiff to file his cause

Afterwards filed with A. H. Graham

Amended Petition — S. S. Gardiner Charles Wright features as Lewis & Wright

4309 — December features Union Com (the fees be in business Graham, proceedings " $400.00 " " Hundred " " There plaintiff said note indebtedness partnership partnership firm in there are lateral or February business of their all of and S. S. writs in therefore

plaintiff to file an amended petition within 30 days of the rising of this Court and this cause is continued.

Afterward on the 11th day of April A.D. 1884, the following Amended Petition was filed with the Clerk of said Court, to-wit:-

Amended Petition

H. H. Graham, Plaintiff
vs.
S. S. Gardiner, as assignee of Charles Wright & John Lewis, late partners under the firm name of Lewis & Wright or Wright & Lewis, Defendant.

Court of Common Pleas
Union County, Ohio.

Amended Petition.

4309

Plaintiff says: That on the 7th day of December 1882 John Lewis and Charles Wright were associated together as partners and were engaged in merchandising in the Village of Richwood Union County, Ohio under the firm name of Lewis & Wright or Wright & Lewis (the firm having been known in both ways.) That while so associated together in business as partners, they as such partners, being indebted to one J. L. Graham, executed and delivered to him for said indebtedness their promissory note as follows, to-wit:-

" $400.00 Richwood, Ohio; Dec. 7th 1882 "
" On first of April next we promise to pay J. L. Graham, Four "
" Hundred Dollars for value received." "John Lewis "
" Charles Wright "

" There are no credits thereon. Said J. L. Graham being indebted to plaintiff for a full fair and valuable consideration sold and assigned said note to plaintiff who is now the legal owner and holder thereof, the indebtedness to secure which said note was executed grew out of said partnership business and was a firm debt created by said firm in their partnership business and is a valid claim against the assets of said firm in the hands of said assignee and no part thereof has been paid and there are no set-offs against the same nor does the plaintiff hold any collateral or other security therefor. Plaintiff says that about the 6th day of February 1883 said firm of Wright & Lewis (or Lewis & Wright) failed in business and 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 effects - 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 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 (or Lewis & Wright) and indorsed his rejection thereon. Plaintiff says no part of his said claim has been paid and there is still due him thereon from said S. S. Gardiner, as assignee aforesaid the sum of Four Hundred Dollars with interest thereon from the 1st day of April A.D. 1883. Plaintiff therefore asks judgment against said S. S. Gardiner as assignee

of Wright + Lewis (or Lewis + Wright) 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 have such other relief as may be equitable and just.

A. T. Carpenter Attorney for Plaintiff.

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

I. H. Graham, the above named plaintiff being sworn says that the facts stated and allegations contained in his foregoing petition are true as he verily believes.

I. H. Graham.

Sworn to by I. H. Graham before me and signed by him in my presence this 11th day of April A.D. 1884.

Seal

J. Q. Burgner, Clerk.

Afterward on the 14th day of April A.D. 1884, a motion was filed with the Clerk of said Court which reads as follows, to-wit:-

Motions
4309

I. H. Graham Plaintiff
vs.
S. S. Gardiner, Assignee of Wright + Lewis, Defendant

Court of Common Pleas, Union County, Ohio.

Motion

And now comes the said defendant S. S. Gardiner Assignee as aforesaid, and moves the Court to strike the Amended Petition filed in this case, from the files, for the reason that the same is not verified as the law requires.

S. S. Gardiner Atty 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:-

Entry
4309

Isaac H. Graham
vs.
S. S. Gardiner, Assignee

Court of Common Pleas, Union County, Ohio.

Now came the plaintiff herein and the defendant being in default for answer and demurrer the Court find that the allegations of the amended 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 he is entitled to have the same allowed in the sum of Four Hundred + Forty-five Dollars (including interest 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 + 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 trust. It is further considered that the said Isaac H. Graham recover from the said S. S. Gardiner as assignee his costs herein expended taxed to $.

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

No 3452
Petition

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Pleas before his honor John H. Price Judge at a court of common pleas begun and holden at the court house in the town of Marysville, within and for the County of Union and State of Ohio on the 14th day of April A.D. 1884 Heretofore, to wit on the 22d day of August 1879 a petition was filed with the clerk of said Court which reads as follows, Viz:

Lucy Virginia Tench, John M. French her husband
Leide Meriwether & Niles Meriwether her husband
and David Mulford Plaintiffs.

No 3452
Petition

Court of Common pleas
Union County, Ohio.

vs

John M. Preston, Beverly Depp, Henry Houdson
Thompson Bishop, William Butcher, Arthur J. McKitrick
Elvina Depp, Lucy White, & Alphonse White her husband
Walter Bird, Josiah Merchant & John Merchant her husband
Rachel Depp, Susan Callender & Edward Callender her husband
Matilda Leachford and Blake Leachford her husband
Defendants

The plaintiffs say; that they have a legal estate in and entitled to the possession of the undivided one fifth (⅕) part of the following described premises situate in said County of Union, Ohio. as tenants in Common with the defendants who are entitled as the plaintiffs believe, and therefore owe to the other four fifths (⅘) part of said real estate.

Said lands are described as follows, to-wit; Being all of Virginia Military Survey No 6595; patented to the legal representatives of Thomas Parker; Beginning at a Hickory Lynn and ash, South West-corner to Beverly Boyd's Survey No 2995 running with his line N 80° E 200 poles crossing a branch at 160 poles to a Red Oak, White Oak and Sugar Tree in said line Northwest-corner to William Barksdale's Survey No 3452; thence with Barksdale's line S 10° E 139 poles crossing a large branch at 66 poles to a Hickory Elm and Sugar tree in said (Barksdale's line thence South 80° W 320 poles to a Hickory, Beech & Elm; thence N 10° W 139 poles crossing a branch at 80 poles to a Beech, Elm & Sugar tree; thence N. 80° E 120 poles, crossing a large branch at 72 poles to the beginning. Containing 360 acres of land more or less.

The defendants claime to hold the Entire Estate and deny that the plaintiffs have any Estate in said premises as tenants in Common with them or otherwise.

The plaintiffs ask judgment for the delivery of the possession of the undivided One fifth (⅕) part of said premises to them.

Lawrence & Mulford. Attorneys for plaintiffs

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 said David Mulford before me and Signed by him in my presence this 26th day of august A.D. 1879.

W. M. Winget. Clerk.

Praecipe

To the Clerk

You Will Issue Summons in the above action returnable according to law, To the Sheriff of Union County Ohio for John H. Preston. Beverly Dfsps. Henry Houdson Thompson Bishops. William Butcher Arthur F. McKaitrick Lucy White and Alphonso White.

To the Sheriff of Delaware County O. for Olivia Dfsps. Keziah Merchant- John Merchant- Rachel Dfsps and Walter Bird an infant under the age of 14 years residing with Olivia Dfsps his grandmother.

To the Sheriff of Ross Co O. for Susan Callender and Edward Callender.

To the Sheriff of Franklin County O. for Matilda Letchford and Blake Letchford.

Endorse, "Actin for recovery of real Estate,

Lawrence Mulford Plaintiffs attys

Afterward on the 26th day of August-1879 The following Summons were issued by the Clerk of said court- which read as follows;

Summons & Skff U Co O

The State of Ohio Union County, S.S.

To the Sheriff of Union County Greeting;

We command you to notify John H. Piston, Beverly Dfsps. Henry Houdson Thompson Bishop, William Butcher. Arthur F. McKaitrick. Lucy White and Alphonso White, that they and others have been sued by Lucy Virginia French. John H. French her husband. Leide Merriwether and Niles Merriwether her husband and David Mulford in the court of common pleas of Union county. and that unless they answer by the 27th day of September A D. 1879 the petition of the said Lucy Virginia French & 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 8th day of Sept- A.D. 1879. Witness my hand and the Seal of said court- this 26th day of August- A. D. 1879.

Seal

W. M. Winget- Clerk.

Endorsed, "In action for recovery of real Estate.

Skff Ret

The State of Ohio 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 3d September 1879. by delivering a certified Copy thereof with the Endorsements thereon to Each of the within named. Beverly Dfsps. Henry Houdson. Thompson Bishop. William Butcher, Arthur F. McKaitrick. Lucy White and Alphonso White And by leaving a certified Copy thereof with the Endorsements thereon at the usual residence of the within named John H. Preston. Service 175- Mileage 160 6 ps 160 Return 15- Total $5.70

Summons Skff Del Co. O

J. J. Miller. Sheriff.

Summons Skff. Del. Co

The State of Ohio. Union County SS.

To the Sheriff of Delaware County Greeting;

We command you to notify. Olivia Dfsps. Keziah Merchant- John Merchant- Rachel Dfsps and Walter Bird an Infant- under the age of 14 years that- they have been Sued by Lucy Virginia French & John H. French her husband. Leide Merriwether and Niles Merriwether her husband and David Mulford in the Court of Common Pleas of Union County. and that- unless they answer by the 27th day of September A.D. 1879 the petition of the said Lucy Virginia French et al against- them filed in the Clerks office of said Court- Such petition

Summons & Skff Franklin Co

Skff Ret-

Summons Skff Del Co. O

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.
Seals W. Mellinger, Clerk
Endorsed, "In action for recovery of real estate."

Shff's Return The State of Ohio Delaware County ss.
Received this writ on the 9th day of August A.D. 1879 at 10 o'clock A.M. and pursuant to its command on the 2d day of September 1879 I Served the within named defendants, China Depp & Keziah Merchant - John Merchant - Rachel Depp and Walter Bird an Infant under 14 years of age by delivering to each of personally a certified copy of the original Summons with the Endorsements thereon Service 11.5 - Mileage 1.20 Cop 1.00 Return .25 - Total $3.60
William H. Cuttler, Sheriff Delaware Co Ohio

Summons to Shff Franklin The State of Ohio Union County ss.
To the Sheriff of Franklin County Greeting;
We command you to notify Matilda Louschford and Blake Louschford that they and others have been sued by Lucy Virginia French and John H. French her husband Lide Meriwether and Nile Meriwether her husband and David Mulford in the Court of Common Pleas of Union county, and that unless they answer by the 27th 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 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 recovery of real estate."

Shff's Return Received this writ Aug 27th A.D. 1879 and Sep 8th 1879 I Served the within named defendants. Matilda and Blake Louschford by delivering to Each of them personally a true and certified Copy of this writ with the Endorsements thereon. Service 5.5 - Copies 4.0 Mi 2.7 1.40 Total $2.35
Josiah Hinmear Sheriff
By S. A. Hinmear, Deputy.

On the 11th day September 1879. a Summons was issued by the Clerk of said Court which reads as follows.

Summons Shff Del Co. The State of Ohio Union County s.s.
To the Sheriff of Delaware County Greeting;
We command you to notify Arnelius Depp, as guardian of Walter Bird a Minor under fourteen years of age, that said Walter Bird has been sued by Lucy Virginia French (he being impleaded with John H. Preston et al) in the court of Common Pleas of Union County, and that unless he, the said Walter Bird answer by the 11th day of October A.D. 1879. the petition of the said Lucy Virginia French et al against him and others filed in the Clerks office of said court. Such petition will be taken as true, and judgment rendered accordingly.
You will Make due return of this Summons on the 22d day of September A.D. 1879. Witness my hand and the Seal of said Court, this 11th day of September A.D. 1879. W.M. Winget, Clerk.
Seal Indorsed, "In action for recovery of Land."

Sheriff Ret

The State of Ohio Delaware County, ss.

Received this writ on the 12th day of Sept. A.D. 1879 at 10 o'clock A.M and pursuant to its command on the 15th day of Sept 1879. I served the defendant Austin Depp by leaving at usual place of residence a certified copy of this writ with the indorsements thereon. Service 35 Mileage 25c cop 20 Return 25 Total $3,60 William H. Cutler. Sheriff. Del, Co Ohio

Afterward on the 29th day of September 1879 the following Entry was made on the Journal of said Court.

Entry No 3452

Lucy C. Funck et al^o
vs
John H. Preston et al^o

Continued with leave to answer within 30 days from September 29th 1879.

Afterward on the 22d day of September A.D. 1880. the following answers were filed with the Clerk of said Court which read as follows. viz;

Entry 3452 Answer of John H. Preston

Lucy C. Funck et al
vs
John H. Preston et al

Court of Common pleas. Union County Ohio

Now come John H. Preston one of the defendants herein and for his Separate answer to the petition of the plaintiffs says"

1st That he is in possession and claims title to that portion of the land described in the petition that is included in the tracts hereinafter described. And defendants deny each and every other allegation in said petition.

2d Defense. And said defendants for a second defense say that he and his grantors under whom he holds said possession, 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 accrue within 21 years prior to the Commencement of this action.

3d Defense- And said defendants for a third defense to plaintiffs petition say; That the said plaintiffs ought not to have or maintain their said action against him for he says he claims said land under a general warranty deed to Warranta from Moses Smith the ancestor of said plaintiffs. Defendant further charge that said plaintiffs are bound and liable for the said warranty of their said ancestor, they having inherited from him Sufficient property to make them so responsible and they are therefore estopped from claiming said premises,

The said premises are described as follows; to wit;

Beginning at a Red oak, White oak & Sugar tree N.W. corner to William Barkesdale Survey No 3452 for 250 acres & N.W Corner to Thomas Parks Survey No 6578; in South line of Beverly Ray's Survey No 2923; Thence running with said last-Mentioned line S.81.W. 82 poles to a post N.E. corner to land lately belonging to Asup heirs. Thence with their line S. E. E. 158 poles to 2 Buckeye & Sugar tree S. line of said Survey No 6595 & S.E. corner to said Good's heirs thence N 81 & 81 poles & 10 links to a hickory, Elm & Sugar tree original S.E. Corner of Survey. Thence N & W with Barksdale's line 138 poles to the beginning containing Eighty acres. Defendant ask Judgment against the plaintiffs.

P. B. Cole & Son Atty for Defts.

State of Ohio Union County ss.

John H Preston being Sworn Says the facts stated and allegations in the foregoing answer are true as he verily believes. John H. Preston.

Sworn to before me & Subscribed in my presence Nov 13th 1878.

A. B. Brigdale Notary Public.

Answer of Beverly Dpps

Lucy V. French et als
vs
John H. Preston et als

Union Common Pleas

Now comes Beverly Dpps one of the defendants herein and for answer to petition of plaintiffs, Says;

1st Defense- That-he admits he is in possession and claims title in fee simple to the portion of the land described in said petition and which is included in the Tracts described as follows, viz;

1st Tract; In Survey No 6598; Beginning at a Stake near the S.W corner to the N half of 82 acres formerly belonging to Salisbury Dpps. thence N 82 & 3/4 pr. poles to the east line of said 82 acre lot; thence N 8 W 39 26/100 poles to a Stake. thence S 88 W 8 pr. poles to the west line of the survey near a Beech & Ironwood, thence S 8 & 39 pr. poles to the beginning containing 20 5/8 acres. reserving out of the S W corner thereof 1/2 of an acre heretofore conveyed for School purposes.

2d Tract: In said survey 6598; Beginning at the N. W corner of said original Survey, thence S. 10 E with the westerly line thereof 39 poles to a Stake near a beech & Elm- thence N 82 & 3/4 pr. poles to a Stake in the east line of Salisbury Dpps 82 acres thence along said line poles to a Stake. thence S 82 W. 8 pr. poles to the beginning containing 20 acres & poles.

3d Tract; In survey No 6598- Beginning at a red oak Beech & Iron Beech N westerly corner to 60 1/2 acres sold by Layne Starling to Esther Dpps. Nov 5th 1826 thence N 80 3/4 E 62 poles to a beech, Sugartree & Hornbeam. thence S. 8 E 85 3/4 poles to a Stake, thence S 80 3/4 W 62 poles to a Stake in the west line of said 62 1/2 acres thence N. 80 W 85 3/4 poles to the beginning containing 33 acres. Except 2 acres owned by Elizabeth Dpps.

And this defendant denies Each and Every other allegation in said petition contained.

2d Defense, For a second defense this defendant says that-he and his grantee under whom he claims & holds have had peaceable, open & notorious Continuous and adverse possession of said premises for more than 21 years last past 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-

3d Defense- And this defendant-for a third defense to plaintiffs petition says, that-said plaintiffs ought-not-to have their action against-him because he says he claims said lands under a general warranty deed to his Grantor from Moses Smith the Ancestor of the plaintiffs under whom they claim said land by descent; and that-they the plaintiffs have inherited sufficient-means from their said ancestor to render them so, and are liable upon said warranty of their said ancestors. Wherefore defendant-prays judgment-against-the plaintiffs.

Cole's attys for defs-

State of Ohio Union County ss, Beverly Dpps being Sworn Says the facts Stated and allegations in his foregoing answer are true as he believes.

Beverly Dpps.

Sworn to before me and Signed in my pusence Oct 29th 1879.
E. E. Cole J.P.

Answer of Henry Houdson

Lucy C. French et als
vs
John H. Preston et als

In Union County Court of Common pleas.

Now Comes Henry Houdson one of the defendants and for his Separate answer herein says; That he is in possession and claims title to that portion of the land described in the petition that portion that is included in the tracts hereinafter described and is in actual occupancy of the same. And the defendant denies each and every other allegation in said petition Contained.

2d Defense. And said defendant for Second defense says: that he and his grantors under whom he holds said possession, have held peaceable, Open notorious and continuous adverse possession 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.

3d Defense. And said defendant for a third defense to plaintiffs petition says, that the said plaintiffs ought not to have or maintaine their said action against him, for he says, he claims said land under a general warranty deed to his warantor from James Smith the ancestor of the said plaintiffs.

Defendant further claims that said plaintiffs are bound and liable for the said warranty of their said Ancestor, they having inherited from him property sufficient to make them so responsible and they are therefore estopped from claiming said premises.

Said land is described as follows, To-wit;

Part of Lot M Survey No 6373. being part of said tract Conveyed to Reuben Good by Miles Dysp's and conveyed by said Reuben Good to Robert Good, being Lot not of 6 acres, Lot No 6 of 17¾ acres and part of Lot No of 1½ this latter lying between Nos 1 & 4. All containing 25¾ acres and deded from Robert & Ann Good to this defendant and recorded in Book 14 page 523-4 of the records of Union County to which reference is made.

His defendant claims ten acres more of said land part of that described in the petition, bounded on the N by lands of Tompson Bishop, on the east by Henry Houdson on the East by Dysp & Hudson & on the west by Abraham Dysp's land, being the same land that was devised by Reuben Good to his daughter Matilda Charlotte Chambers by his last will.

P. B. Cole & Son Attys for Defts

Henry Houdson being Sworn Says the facts Stated and allegations in his foregoing answer are true as he believes.

Henry Houdson

Sworn to before me & Signed in My presence Nov 13. 1879.
W. M. Winget Clerk
By Taber Randall Deputy

Answer of Thompson Bishop

Lucy C. French et als
vs
John H. Preston et als

In Union County Court of Comman Pleas.

Now comes Thompson Bishop one of the defendants and for his answer herein says; That he is in possession of and claims title to that portion of the land described in the petition, that portion that is included in the tracts hereinafter described and is in the actual occupancy

thereof, and said defendant denies each and every other allegation in said petition contained.
2ª Defense. And said defendant for a second defense, says: that he and his grantors under whom he holds said possession have held peaceable ~~possession~~ 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 cause of action did not accrue within 21 years prior to the commencement of this action.
3ª Defense. And said defendant for a third defense to plaintiffs petition says; That the said plaintiffs ought not to have or maintaine this action against him for he says he claims said land under a general warranty deed from Mars Smith the ancestor of said plaintiffs. The defendant further charges that the said plaintiffs have inherited from their said Ancestor property sufficient to make them so liable, and they are bound and liable for the said warranty of their said ancestor, and they are therefore estopped from claiming said premises.
Which are described as follows, Part of Survey No 6595 being Lot No 2 of the Subdivision of said Survey, beginning at a White Oak tree running thence N 80 & 65 poles to a post. Thence S 9 E. 34 2/100 poles to a post. Thence S 80 & A.M. W 36 8/100 to a Stone near a small Walnut tree. Thence S 10° E one 37/100 poles to a Stone. Thence N 89.75 W 28 poles to a Stone. Thence N 10 10' W 37 60/100 poles to the beginning containing 16 7/100 being the same land deeded to Jacob Houdson by Thomas Good Nov 30. 1855 & recorded in H page 72 of the Records of Union County Ohio
P. B. Coleman Attys for Defts
Thompson Bishop being sworn says that the facts stated and allegations in the foregoing answer are true as he believes
Thompson Bishop
Sworn to before me and Signed in my presence Nov 13th 1879.
W. M. Wright Clerk
By Taber Randall, Deputy.

Answer of W. Butcher

Lucy V. French et als } Union Common Pleas
vs
John M. Preston et als }

Now comes William Butcher one of the defendants herein and for his answer to the petition of plaintiff, says that he is in peaceable possession, and claims title to that portion of the land described in the petition of plaintiffs, that is included in the following described four tracts, to-wit;
1st Tract. In said U. M. Survey No 6595 beginning at an Elm S. E. corner of Wm Goode. Thence N 80 W 48 poles to a Stake, thence N 10 W 40 poles to a Stake, thence S 80 W 48 poles to a Stake, thence S 10 E 40 poles to the beginning containing 12 acres.
2d Tract; In said Survey No 6595 and beginning at the S W corner of said Survey thence 80 & 84 100 poles to a beech & Sugartree, thence N 10 W 28 poles to a beech, oak & hornbeam. Thence S. 10. W 84 100 poles, thence S 10 E with the original westerly line 78 poles to the beginning containing 40 acres more or less.
3d Tract. In said Survey No 6595 and beginning at a Stake 2 ashes & Beech & hickory tree. Thence S 80 W. 62 poles to a Stake Ironwood, hornbeam and beech, thence S 10 E. 41 2/4 poles to a Stake and 2 Beeches, thence N 80 E 62 poles to a Stake, thence N 10 W 41 2/4 poles to the beginning containing 16 acres more or less.
4th Tract. In said Survey No 6595 and being 12 acres off the South west corner in the most compact form, of a tract of 60 1/2 acres of land conveyed Nov 5. 1836 by Layne Starling to Esther Depp being all the land now occupied by him in said Survey,

and said defendant denies each and every allegation in said petition contained.
2d Defense= And 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 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.
3d Defense= And said defendant for a 3d defense to plaintiffs petition says; That the plaintiffs ought not to have or maintain his said action against him because he said defendant says he claims said land under a general warranty deed to his warrantor from Moses Smith the Ancestor of plaintiffs under whom they claim said lands by descent: defendant further charges that said plaintiffs are bound and liable for the said warranty of their said Ancestor, they having inherited from him property sufficient to make them so liable and they are therefore estopped from claiming said premises. Wherefore the said defendant prays judgment against the said plaintiffs.
Cole Ally for Defts

State of Ohio Union County ss.
William Butcher being sworn the facts stated and allegations in his foregoing Answer are true as he verily believes
Wm Butcher
Sworn to before me and signed in my presence Oct 29 1879
E. A. Cole, J.P.

Answer of A. S. McKitrick

Lucy L. French et al
vs
John H. Preston et al

Now comes one of the defendants A. S. McKitrick and for his Separate answer to said petition says; For his first defense thereto that he is in possession and claims title to a portion of the lands described therein which portion is hereinafter described as follows,
Part of Survey No 6695. Beginning at a Beech, Elm and Hickory, South west corner of the original Survey. Thence 86 & 84/100 poles to a Beech and Sugar tree- Thence N 10 W 39 poles to a Stake, Thence S 80 W 84 1/100 poles to a Stake, Thence S 10 E with the original line 39 poles to the beginning containing 20 acres & 124/160
And this defendant hereby denies each and every other allegation in said petition contained,
2d Defense= This defendant says that he and his grantors under whom he holds title and possession to said premises have held peaceable, open, notorious continuous and adverse possession of the premises for more than 21 years last prior to the commencement of this action, and that the plaintiffs supposed cause of did not accrue within 21 years prior to the commencement of this action
3d Defense- And this defendant for a 3d defense says that the plaintiff ought not to maintain their said action against him because he says he holds and claims said premises under and by virtue of a general warranty deed to one of his grantors under whom this defendant claims from Moses Smith the ancestor of the plaintiffs under whom they claim said land by descent. And defendant further say that if title to said lands is in said plaintiffs that they are bound by the warranty of their said ancestor and are estopped from recovering said on account of having inherited property from said ancestor and thereby became liable for his said warranty to defendant and his grantor. Wherefore defendant prays judgment against said plaintiffs.
R. B. Cole & Son Ally for Defts

State of Ohio Union County ss.

A. J. McKitrick being Sworn Says the facts Stated and allegations in his foregoing answer are true as he believes. Nettie F. McKitrick

Sworn to and Signed in my presence Oct-25/1879.

E. E. Cole N. P.

Lucy A. French etals
vs
John H. Ruston etals
} Common Pleas Court Union County Ohio.

Lucinda, called Lucy White in the petition and Thomas J. called Alphaso White in the petition her husband defendants and for their joint answer herein, Say, That they are in possession and claim title to that portion of the land described in the petition, that portion included in the bounds hereinafter described, and said defendants deny each and every other allegation in said petition contained.

2nd Defense- Said defendants for a second defense say that they and their grantors & his warantors under whom they hold 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 defendants for a third defense to plaintiffs petition say that the said plaintiffs ought not to have or maintain their said action against them, for they say they claim said land under a general warranty deed to the warrantors of their ancestor Abram Depp from Moses Smith the ancestor of said plaintiffs. Said defendants further charge that said plaintiffs are bound and liable for the said warranty of their ancestor, they having inherited and received from him property sufficient to make them so responsible and they are therefore barred from claiming said premises.

The following is the discription of the premises hereinbefore referred to of which the said defendants are in possession of the undivided ½ part.

Part of Survey No 6595 in Union County Ohio and U. M. District to-wit; Part of the Good Farm so called being that part of said farm known as Lot No 5 in the last will of Reuben Goode deceased containing 17¾ acres. Reference is hereby made to said Will for a more full description thereof.

Also, another tract- To-wit- the South west half of the one hundred and eleven acres sold by Lyne Starling to Miles Depp, and by William Goode to Abram Depp by deed recorded in Book No Records of Union County Ohio in the Recorders office of said County to which reference is had for a more complete discription-

Defendants ask judgment against the plaintiffs.

P. B. Cole & Son Attys for Defts

The State of Ohio Union County s.s.

Lucinda White defendant- being Sworn Says that the facts Stated and allegations in the foregoing pleadings are true as she believes. Lucinda White

Sworn to and Subscribed before me this 13th day of Nov 1879

W. M. Winget Clerk

By Taber Randall Deputy.

Answer of Walter Bird

Lucy V. Funck et als
vs
John H. Poston et als

Common pleas Union county Ohio

Now comes Walter Bird by Aurelius D's/p's his Guardian duly appointed by the Probate Court of Delaware county Ohio, and for his Answer herein says; he is in possession and claims title to the undivided 1/6 part of that portion of the land described in the petition, which is described as follows, Viz;

Bounded on the west by lands owned or known by D's/p's William Butcher and on the South by lands owned by William Butcher & Landon Bishop, on the east by lands owned by J. Bishop & Henry Hudson, on the North by lands owned by D's/p's heirs and containing 62 acres. And he denies each and every allegation in said petition of the plaintiffs contained.

2d Defense. And said defendant for a second defense to plaintiffs petition says that he and his ancestors Abram D's/p's and his grantors under whom he claims and holds title to said premises 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 plaintiffs supposed cause of action did not accrue within 21 years prior to the commencement of this action.

3d Defense, For a third Defense to plaintiffs petition, said defendant says; said plaintiffs ought not to have or Maintain their said action against him, because he says, he claims title to said premises under a general warranty deed from Isaac Smith the ancestor of the said plaintiffs to the warrantor of said defendants ancestor Abram D's/p's. and the defendant charges that the said plaintiffs have received enough property from their said ancestor to render them justly so responsible and thereby bound and liable for the said warranty of their said Ancestor and therefore ought not to have or Maintain their said action against this defendant and this he is ready to make appear.

4th Defense. For a fourth defense the defendant says that he and those under whom he holds and claims have held peaceable, Continuous and adverse possession of said premises for more than ten years immediately prior to the Commencement of this action and that no right of action in this Claim have accrued to plaintiff against said defendant within ten years next immediately previous to the commencement of this action.

P. B. Cole & Son attys for Def't.

State of Ohio Union county ss.

Now comes Aurelius D's/p's who being Sworn says that the facts Stated and allegations in his foregoing answer are true as he believes

Aurelius D's/p's.

Sworn to before me and Signed in my presence this 17th day of Sep. 1880.

P. B. Cole. Notary Public in and for said county.

Answer of Mary M. & P. B. Litchford

Lucy Virginia Funck et als
vs
John H. Poston et als

Court of Common Pleas. Union county Ohio

Now come Mary Matilda Litchford and Pheasant B. Litchford defendants named in this action as Matilda & Blake Litchford, and for answer say; they have no interest in the matters alleged in the petition except as they affect the lands a description of which is hereinafter given. Which are part of the lands describ

in the petition, and they deny each and every allegation of the said petition of the plaintiffs affecting said last-mentioned lands & each- that they admit that they are now in possession of said premises claiming right thereto.

Second For a second defense, said defendants say they and their grantors continuously sold said premises have held peaceable, open, notorious and continuous adverse possession of said premises for more than twenty one years last prior to the commencement of this action, and that plaintiffs cause of action did not accrue within 21 years prior to the commencement of this action. Wherefore said defendants pray judgment against the plaintiffs.

P Bledsoe & son Atty for Defts

The following is a description of upon & above of the lands claimed by said defendants, viz: Part of survey No 6595 being the south half of one hundred and eleven acres sold by Byrne Starling to Miles Depp. Said Mcres is ascribed as follows. Part of Survey No 6595 & is the S'd South half in the name of Thomas Parker. Beginning at two white Elms in the Southerly line of said survey and South Easterly corner of a tract deeded to Esther Depp thence N 80 E 113 7/10 poles to three Beeches. Thence N 10 W 156 poles to a Beech & Sugar tree Thence S 80 W 113 7/10 poles to a Sugar, Beech and Sycamore, said Esthers Northeasterly Corner. Thence with said Esthers Easterly line S 10° E 156 poles to the beginning containing 11 acres more or less. P. B. Bledsoe Son Atty for Defts

The State of Ohio Union County ss.

Pleasant B. Leitchford one of the said defendants being sworn says says the facts stated and allegations in the foregoing answer are as he believes true.

P. B. Leitchford.

Sworn to and Subscribed before me this 27th day of Sept. A.D. 1877

J. H. Brightler. Notary Public.

Lucy V. French et als
vs
John H. Piston et als
} Common Pleas Union County Ohio

One of John Merchants

Now comes John Merchant one of the defendants herein and for his Separate answer to the petition of plaintiffs says; That Zoziah Merchant his wife and one of the defendants has departed this life Since this Suit commenced, and that he is in possession and claims title to the undivided 1/7 part of that portion of the land ascribed in the petition of plaintiffs which is described as follows viz; Bounded on the North by lands of A. Depps heirs, on the west by lands of Beverly Depp and Wm Butcher, on the South by lands of Wm Butcher and Leander Bishop, on the East by lands of P. Bishop and Henry Hudson, and said defendant denies each and every other allegation in said petition.

2d Defense. said defendant for a second defense says; that he and those under whom he claims title to said premises 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 plaintiffs supposed cause of action did not accrue within 21 years prior to the commencement of this action.

3d Defense- For a third defense to plaintiffs petition defendant says; Said plaintiffs ought not to have or maintain their said action against

him because he says the claims title to said premises under a general warranty deed from Mcaus Smith the ancestor of the plaintiffs to the warrantors of Abram Depp deceased under whom he has title by the entry on account of his wife Keziah Merchant-who was one of the heirs of said Abram Depp. And said defendant Charges that said plaintiffs have received property enough from their said ancestor to render them so responsible, and are thereby bound and liable for said warranty of their ancestor, and thereby barred and estopped from claiming said premises. And therefore defendant asks judgment against the plaintiffs.

P.B. Dobson Son Attys for defts

State of Ohio Union County ss

John Merchant being sworn says that the facts stated and allegations contained in the foregoing pleadings are as he believes true.

John Merchant-

Sworn to and subscribed before me this 22d day of Nov 1879.

W.M. Winget. Clerk

Afterward on the 23d day of September 1880 an Entry was made on the journal of said Court-which reads as follows;

Entry

Lucy V. French et als
vs
John H. Preston et als

Now come the parties hereto by their attorneys, also came the following named persons as jurors, to wit; G.B. Stuber. W.A. Wood. William Howard. Charles Sharp. Joseph Obara. John Keaney. Samuel Sherwood. Henry Marriott. A. Sager. D.S. Elliott. Joseph Roff and G.J. Smith regular jurors who were duly empaneled and sworn according to law and the trial proceeded, and the said jury having heard the testimony, the argument of Counsel and charge of the Court retired to their room in charge of the Sheriff for deliberation. And now come the said jury in open court with their verdict in writing signed by their foreman and say; We the jury in this case, being duly impannelled and sworn do find and say for the plaintiffs.

G.J. Smith. Foreman.

On the 16th day of October 1880 an Entry was made on the journal of said Court which reads as follows.

Entry

Lucy V. French et als
vs
John H. Preston et als

This day the motion made and filed on Sept 24th 1880 for setting aside the verdict and for a new trial rendered in this cause Sept 23rd 1880 came on to be heard; By consideration whereof the Court overrules said motion for a new trial, To which rulings and decisions of the court the defendants hereinafter named then and there excepted and asked the court to sign and seal their bill of exceptions, and by consent the defendants were allowed 30 days from the rising of the Court within which to prepare their bill of Exceptions.

It is therefore considered and ordered by the court that said Lucy V. French et als recover against the said John H. Preston et al the one fifth portion of the several tracts of land hereinafter stated for their respective terms yet to come of and in the tenements so described with the appurtenances

together with their costs herein expended taxed to $

And thereupon came the said John H. Preston and the other defendants hereinafter named and by leave their attorneys made application for the valuation of improvements and 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 John H. Preston eighty acres. Beverly Dilsp 3 tracts one of twenty 4 3/8 acres. 2 one of twenty acres 3d one of thirty acres Henry Hudson one tract of twenty five 25/100 acres 2d one of ten acres. Thompson Bishop one tract of twelve acres. 2d tract of forty acres. 3d tract of sixteen acres 4th tract of 12 acres. Arthur F. McKitrick one tract of 21 75/100 acres. Lucy A. White and husband Lot 2 in 67/2 Bloodshire 17 3/4 acres. W of S.W. one half N. of Selby Harding & Wife Dilsp 65 acres. Hezziah Merchant & husband 1 Dilsp Son of Achsins Dilsp. Rachel Dilsp Susan Callender 63 acres. Matilda Pitchford & Blake Pitchford her husband W of 4 63 acres Walter Bird. The said Six Heirs last named are owned and possess in common by the six persons last named calling husband and wife one and known as the South west half of the tract of acres surveyed by Lyne Starling to Wits Dilsp. And the court having considered said application and being of opinion that the said John H. Preston and the said other defendants are entitled to relief on that behalf. It is considered that further proceedings be allowed in the premises agreeably to the provisions of said Statute. to each of said defendants upon said lands described in their answers herein of each respectively and this cause is continued for further proceedings under said Statute.

And now came the said John H. Preston & &c and presented the court here their certain bill of exceptions to the overruling the motion for a new trial and the same is signed and allowed and ordered to be made a part of the record in this case as of Nov 13th 1880.

Afterward on the 27th day of June 1882 an entry was made on the journal of said court which reads as follows, viz:

Lucy V. French et als
vs
John H. Preston et als

The jury in this case drawn to assess the value of the lasting and valuable improvements on the several tracts of land claimed by the defendants respectively, also to assess the just annual rents and waste as well as the value of the lands in a State of nature, and having made report to the court. Whereupon the plaintiffs Elected the several tracts of land and pay for the lasting and valuable improvements. Except the tract claimed by the defendant A. McKitrick, in that case the plaintiffs offered to receive the value of the land in a State of nature. to which the defendants then and there objected. Whereupon the several defendants moved the court to set aside the verdict and the several assessments of improvements and rents of each tract of said lands for alleged reasons put on file by said defendants. And thereupon the court continued all further proceedings on the motion of the defendants, and the election of the plaintiffs for want of time to hear the same.

On the 4th day of Oct 1882 an entry was made on the journal of said court which reads as follows, viz:

Entry

Lucy V. French et als
vs
John H. Preston et als

The motion by defendants in this case to set aside the verdict of the jury in proceeding for the benefit of the occupying claimants law is continued for want of time to hear said motion.

Entry

On the 22d day of January 1883 an Entry was Made on the journal of Said Court-
which reads as follows: viz;

Lucy V. French et als }
vs }
John H. Preston et als }

This day came this cause to be heard on the Motion of the defendants to Set aside the assessments of the valuation of the lasting and valuable improvements Made by the jury in this case, on the ground that the valuation was unreasonably low. Whereupon the court being fully advised in the premises do from the evidence find that the assessment Made by the jury, of the Said improvements is to low and ought to be Set aside, as to Each and every one of the defendants, except A.J. McKitrick and the heirs of A. Depp. Therefor it is considered and adjudged by the court, that the said assessments So made by the jury in Each and Every tract of land in this case, Except that of A.J. McKitrick and the heirs of A. Depp be and the same is hereby Set aside and held for Naught, and the court order that a new assessment be made out, that another jury be appointed according to law and the former order of this court to make Such assessment according to the form of the Statute-

Entry

On the 5th day of Janu 1884 an Entry was Made on the journal of Said Court-
which reads as follows, viz;

Lucy V. French et al }
vs }
John H. Preston et als }

This day came this cause on to be heard on the Motion of the defendants to Set-aside the report of the in this case Made on the day of 1883 of the lasting and valuable improvements, as well as the value of the several tracts of land, together with the Net annual rents and profits of Said several tracts respectively under the law for the benefit of occupying Claimants and the court being fully advised in the premises do Sustain Said Motion for reasons on file, and the court do find from the Evidence that Said report of the jury ought to be Set aside and held for Naught, So far as relates to these respective Lands.

Therefore it is considered and adjudged by the court that the Said assessments as made by the jury in Each and Every tract of land in Said report be and the same is hereby Set aside and held for Naught, and the court order that another jury be appointed according to law and the former order of this court to make Such assessment according to the form of the Statute in Such case made and provided,

Afterward on the 28th day of April 1884 an order was issued by the clerk of Said court-
which reads as follows, viz;

Order

Lucy V. French et als }
vs } State of Ohio Union County, ss;
John H. Preston et als }

To the Sheriff of Said county Greeting:

Whereas on the 16th day of Oct A.D. 1880 the Said Lucy Virginia French, John H. French her husband, Lide Merriwether, Niles Merriwether her husband and David Mumford recovered in the court of common pleas for the Said County of Union a judgment against the Said John H. Preston, Beverly Depp Henry Hudson, Thompson Bishop, William Butcher, China Depp Lucy White

and Alphonso [illegible]
Susan Collins
her husband [illegible]
Situate in
Survey No 63[illegible]
Hocking and [illegible]
poles. Crossing
to William [illegible]
branch at [illegible]
poles to a Beech
the beginning
And [illegible]
pleas on the
the Statute [illegible]
This [illegible]
Salem Pearse
V. Shuler, [illegible]
William [illegible]
made a [illegible]
improvement
By the said
A.D. 1879 on
To wit: Begin
Survey No 3
of Beverly [illegible]
52 poles to a
Lucas, 2, 9, & 10
S.E. Corner
Sugar Tree
to the begin
By the said
September A
to-wit:— In
of 82 acres [illegible]
of said 82 a
the west line
the beginni
acre hereto[illegible]
In said S
thence S 10
thence N 82
acres. thence
to the begin
In Survey No
to 62½ acres
a Beech, Sugar
poles to a Ste
containing 3

1st Tract-

2d Tract;

3d Tract-

and Alphonso White her husband; Walter Bird Forsyth Merchant and John Merchant his husband Susan Callender and Edward Callender her husband Matilda Litchford and Starke Litchford her husband for the recovery of the possession of the following lands and tenements, to-wit;

Situate in the said County of Union and State of Ohio. Being all of Virginia Military Survey No 6595 patented to the legal representatives of Thomas Baker. Beginning at a dyna hickory and ash S.W. corner to Beverly Bay's Survey No 2925. Running with his line north 80 & 200 poles. Crossing a branch at 160 poles to a Red oak, White oak and Sugar tree in said N. E corner to William Barkdale's Survey No 3482 Thence with Barkdales line S10 & 134 poles crossing a large branch at 66 poles to a hickory Elm and Sugar tree in said (Barkdales) line, Thence S. 80. W 134 poles to a Beech, Elm and Sugar tree; Thence N 80 & 120 poles crossing a large branch at 72 poles to the beginning containing (350) three hundred and fifty acres of land more or less.

And Whereas, also, upon the rendition of said judgment, the said court of common pleas on the application of said defendants granted to the said defendants the benefit of the Statute for the relief of occupying claimants.

This therefore, is to command you that; without delay by the oaths of John Bray Salem Pearse Wm. D. Adams, D. T. Elliott, James L. Jolliff, William M. Winget, Dan V. Shuler, Robert Robinson, Daniel Anderson, John Bland John B. Wilder and William Herd. and upon actual view of the said premises you cause to be made a just and true assessment of the value of all lasting and valuable improvements made upon the said premises, to-wit;

By the said John H. Piston and those under whom he claims previous to the 3d day of September A.D. 1879 on the following described real property occupied by the said John H. Piston to wit: Beginning at a hickory ash White oak and Sugar tree N.W. corner to Wm Barkdales Survey No 3482 for 350 acres and N.W. corner to Thos Bates Survey No 6595 in South line of Beverly Bays Survey No 2925. Thence running with said last mentioned line N 81 W 92 poles to a post - N. E. corner to land lately belonging to Goods heirs. Thence with their line, S. 9. E 158 poles to 3 Beeches and Sugar tree South line of said Survey No 6595 and S. E. Corner to said Goods heirs, Thence N 81 E. 81 poles & 10 links to a hickory Elm and Sugar tree. Original S. E. Corner of Survey, Thence N 9. W with Barkdales line 158 poles to the beginning containing Eighty acres,

By the said Beverly Depp, and those under whom he holds previous to the 3d day of September A D 1879 Said tract occupied by said Beverly Depp & described as follows. to-wit:—

1st Tract- In Survey No 6595- Beginning at a Stake near the S. W. corner of the South half of 82 acres formerly belonging to Salisbury Depp- Thence N 82 & 84 100 poles to the east line of said 82 acre lot- Thence N 8 W 39 poles to a Stake, Thence S. 88 W 84 100 poles to the west line of said Survey, near a Beech and Ironwood. Thence S 8 & 39 poles to the beginning containing 20 acres, reserving out of the S. W. corner thereof 1/2 of one acre heretofore conveyed for School purposes.

2d Tract; In said Survey No 6595; Beginning at the S. W. corner of said original Survey, Thence. S 10 E with the westerly line thereof 39 poles to a Stake near a beech and 2 Elms Thence N 82, E. 84 12/100 poles to a Stake in the East line of said Salisbury Depps 82 acres. thence along said line poles to a Stake. Thence S 82 W 84 12/100 poles to the beginning containing 20 acres and poles.

3d Tract- In Survey No 6595- Beginning at a Red oak, beech and 13 — North western corner to 62 1/2 acres Sold by Lyne Starling to Esther Depp Nov 5th 1836. Thence N 80 1/4 E 62 poles to a Beech, Sugar tree and Hornbeam. Thence S 8 & 85 3/10 poles to a Stake. Thence S 80 1/4 W 62 poles to a Stake in the West line of said 62 1/2 acres. Thence N 80 W 85 3/10 poles to the beginning containing 33 acres, Except 3 acres owned by Elizabeth Depp, in all 70 1/2 acres.

By the said Henry Hudson and those under whom he held previous to the 3d day of Sept- A.D 1879. Said tract occupied by said Henry Hudson described as follows. to-wit;
Part of Survey No 6595. Being part of the tract conveyed to Robert Good. Being lot- No 1 of 6 acres. Lot No 6 of 17¾ acres and part of lot No of 1½ acres lying between No 1 & 4 all containing 33 acres and deeded from Robert and Anne Moore to this defendant and recorded in Book 14 Pages 323 & 4 of the Records of Union County. to which reference is made.

By the said Thompson Bishop and those under whom he held previous to the 2d day of Sept- A.D. 1879 Said Tract- Now occupied by T. Bishop is described as follows. To-wit:
Part of Survey No 6595 in U.M District- Being Lot No 12 of the subdivision of said Survey. Beginning at a White Oak Tree running thence N. 80. E. 66 poles to a post: Thence S. 9. E 34 39/100 poles to a post: Thence S 80 E 36 9/100 to a Stone near a small W. Walnut tree. Thence S. 10 9/100 E 1 00/100 poles to a Stone. Thence N 10 3/100 W 37 9/100 poles to the beginning containing 16 72/100 being the same land deeded to Jacob —— by Thomas Good No 30 185 and recorded in Vol 14 Page 72 of the Records of Union County Ohio.

By the said Wm Butcher and those under whom he held previous to the 3d day of September A.D 1879. Said tract now occupied by William Butcher is described as follows to. Wit:

1st Tract- In said U.M. Survey No 6595. Beginning at an Elm S.W. Corner of Wm Good. Thence N. 80. W 48 poles to a Stake- Thence N 10 W 40 poles to a stake. thence S 10 E 80 poles to the beginning containing 12 acres

2d Tract- In said Survey No 6595 Beginning at the S.W. Corner of said Survey. Thence 80 E 84 12/100 poles to a Beech and Sugar tree. Thence N. 10. W. 78 poles to a Beech. Oak & Hornbeam. Thence S 80 W 84 12/100 poles. Thence S. 10. E with the original Westerly line 78 poles to the beginning containing 40 acres more or less.

3d Tract- In said Survey No 6595. Beginning at a Stake. 2 Ashes. a Beech and Sugar tree, thence S. 80 W 62 poles to a Stake. Ironwood. Hornbeam and Beech. thence S. 10. E. 41 3/4 poles to a Stake and 2 Beeches. Thence N. 80. E. 62 poles to a Stake. Thence N. 10. W. 41 3/4 poles to the beginning containing 16 acres more or less.

4th Tract; In said Survey No 6595- and being 12 acres off the S.W. Corner in the most compact form of a tract of 60½ acres of land conveyed Nov 5th 1836 by Layne Starling to Esther Depp being all the land now occupied by him in said Survey, In all 62½ acres.
And Also, in like manner you cause to be made a just and true assessment of the damages, if any, which Each of the said tracts of land and tenements may have sustained by waste, together with the net annual value of the rents and profits which Each of the said defendants may have received from their respective tracts from date of service of Summons upon Each respectively as aforesaid, deducting the amount of such rents and profits from the estimated value of the lasting and valuable improvements aforesaid; And also you cause to be made a just and true assessment of the value of said lands and tenements on the 16th day of Oct- A.D. 1880 Exclusive of the improvements made thereon; and the damages sustained by waste as aforesaid.
And of this writ make legal Service and due return- Witness my hand and the Seal of said Court this 28th day of April A.D 1881.

Seal

John L. Buegner, Clerk.

Sheriff Ret As commanded, I have caused this writ to be executed by the oaths of the within named jurors and their verdict in the premises is hereto annexed and returned this 3d day of May 1881

Serv 13.0. Mileage 10.00 Conveying Jury 16.00 attending Jury 18.00 Total $37.50

John Hobensack, Sheriff. Union County, Ohio.

On the 23rd day of July 1884 an entry was made on the journal of said court which was as follows viz:

Entry

Lucy C. French et als
vs
John H. Preston et als

Now comes the defendants the occupying claimants and move the court now in session to charge the jury previous to their proceeding to make their report and verdict as to their legal duties therein (said jury being in the office of the Probate court in the court house) and as to the rules of law governing the various assessments and appraisements by them to be made therein on the following points- 1st As to the value of the lasting and valuable improvements on the various tracts of land in the case. 2d As to the net annual rents and profits of the land. 3d As to the damages & waste. 4th As to the value of the lands without improvements. Which motion the court refused and overruled And to which decision the defendants excepted, and asked the court to sign and seal this their bill of exceptions. Which is accordingly done,

Entry

Lucy C. French et als
vs
John H. Preston et als

July 3d 1884

This day came the jury heretofore appointed to assess the value of all lasting improvements made on the lands, and to assess the damages if any, which the land sustained by waste, together with the net annual value of the rents and profits of the lands, and to assess the value of the lands without improvements &c under the occupying claimants in the above case do make the following report of said assessments and valuation, to-wit;

No 3245-2

Lucy C. French et als
vs
John H. Preston et als

Verdict-

Court of Common Pleas Union county, Ohio.

We the jury in the within writ, having been first duly sworn, do upon actual view of the premises in said writ described, assess the value of the lasting & valuable improvements made, as in said writ mentioned upon each tract respectively as follows, to-wit;

John H. Preston $4000.00- Beverly D&S/2 $3640.00
Henry Hudson $148.20 Thompson Bishop $837.50 and
William Butcher $220.00

And we do assess the damages which the said lands and tenements have sustained by waste, each respectively, to-wit: No damages on either tract-

And we do assess the net annual value of the rents and profits in said writ described as follows, to-wit;

John H. Preston $337.00 Beverly D&S/2 $758.06
Henry Hudson $233.43. Thompson Bishop 212.38 and
William Butcher $370.84.

And we further assess the value of said lands and tenements as in said writ-writ required exclusive of improvements or damages sustained by waste each respectively at

John H. Preston $120.00 Beverly D&S/2 $108.00
Henry Hudson 498.00 Thompson Bishop 250.00 and
William Butcher 950.00-

And we do find the excess of improvements over rents & profits to be respectively as follows, to-wit;

John H. Preston $3463.00 Beverly D&S/2 $2882.00. Henry Hudson $1287.57-

Thompson Bishop $62.92 & William Butcher $162.26.

L And thereupon the defendants moved the court to set aside said assessments and
valuation of said jury for reasons set forth in their motion on file in this case.
And thereupon the court being fully advised in the premises do overrule said
motion, to which ruling of the court the defendants, each, then and there excepted
and prayed the court to sign and seal their bill of Exceptions No 2 which is
accordingly done and ordered to be made a part of the record of this case.
And thereupon the Plaintiffs Elected to pay to said occupying Claimants
the sums reported by the jury in their favor and to take the said lands.
It is therefore ordered that the plaintiffs pay to the defendants said sums
reported in their favor by the jury as follows, to-wit;
To the said John H. Reston $346.30 within six months from June 4th 1884
and the like sum of $346.30 within one year from June 4th 1884.
And that the plaintiffs pay to said Beverly Depp within six months from
June 4th 1884 the sum of $288.20 and the like sum of $288.20 to said Depp within
one year from June 4th 1884.
And that the plaintiffs pay to said Henry Hudson within six months from
June 4th 1884 the sum of $125.75; and that he pay the like sum of $125.75 to said
Hudson within one year from June 4th 1884.
And that the plaintiffs pay to said Thompson Bishops within six months
from June 4th 1884 the sum of $62.49 and that he pay the like sum of 62.49 to
said Bishops within one year from the 4th day of June 1884.
And that plaintiffs pay to William Butcher within six months from
June 4th 1884 the sum of $162.92 and that they pay to said Butcher a like
sum of $162.92 within one year from June 4th 1884.
It is further ordered, that when said plaintiffs shall pay to said defendants
said respective sums of money within said time with costs of proceedings then
a writ shall be issued to the Sheriff of said county of Union Commanding
him to put the said plaintiffs into possession of said premises according
to the former decree of this court.
It is further considered ordered and adjudged by the court that
the plaintiffs pay the costs of this proceeding taxed at $ -
And now comes on this 3d day of July A.D. 1884 the defendants and present
to the Court their two certain bills of exceptions Marked No 1 and 2
which being found by the court to be true, are each allowed, Signed
Sealed and ordered hereby to be made a part of the record of this case

Attest. J. D. Burgner, Clerk
By W. M. Mikget Deputy.

Pleas before his Hon. John A. Price Judge of the Court of Common Pleas, begun and held at the Court House in the town of Marysville, within and for the County of Union & the Third Sub-division of the 10th Judicial District of the State of Ohio on the 8th day of Sept. in the year of our Lord One Thousand Eight Hundred and Eighty four.

Heretofore, to-wit: On the 26th day of March 1884 the following petition was filed with the Clerk of said Court, to-wit:

Petition

Prudence C. Gabriel
vs
Rodney Gabriel

Court of Common Pleas. Union County Ohio.

H500

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 about the 11th day of April 1873 she was married to the defendant at Urbana Champaign Co Ohio. The following children were born of such marriage. One child born January 2d 1884 which has not been named yet.

The defendant for more than eight years last past has failed and wilfully neglected to provide plaintiff with the common necessaries of life and she has been compelled to live upon her own exertions and the charity of friends because of his idleness, profligacy and dissipation and because what wages he did receive when he worked he did not use for the benefit of plaintiff and the family but for his own personal indulgence and in the respects above stated has been guilty of gross neglect of duty. The defendent is likely to come into possession of property by inheritance although he is not now possessed of any. Whereupon plaintiff prays that she may be divorced from the defendent and that she may be decreed to have reasonable alimony, the custody of said child and such other relief as is proper

E E Cole Atty for Plaintiff

State of Ohio Union County ss. The said Plaintiff Prudence C. Gabriel being first duly sworn says that the facts stated and the allegations in the foregoing petition are as she believes true.

Prudence C. Gabriel.

Sworn to and subscribed before me this 24th day of March 1884.

(Seal)

James S. McCampbell.
Notary Public

Praipe

Clerk: Issue Summons in the above case for Rodney Gabriel returnable according to law

E E Cole Atty for Pltff

On the 26th 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 Union County ss. To the Sheriff of Union Co. Greeting: You are commanded to notify Rodney Gabriel that Prudence C Gabriel 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 child & 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 serving of this writ. You will make due return of this summons on the 7th day of April A.D. 1884. Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court at Marysville Ohio this 26th day of March A.D. 1884

Seal

John Q. Burgner Clerk.

Sheriff's Return

Received this writ 4 o'clock P.M. on the 26th day of March A.D. 1884 and on the 3d day of April A.D. 1884 I served the same by delivering with a copy of the petition a true copy thereof & this writ with endorsements thereon to the within named defendant. Service .30 Copy .20 Mileage $2.00 Total $2.50

John Hobensack Sheriff.

Afterward on the 9th day of December 1884 the following entry was made on the Journal of said Court which reads as follows to-wit:

Entry

Prudence C. Gabriel.
vs
Rodney Gabriel.

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 therein are confessed by them 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 in failing to provide plaintiff with any of the necessaries of life 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 Prudence C. Gabriel & Rodney Gabriel be & the same is hereby dissolved & both parties are relieved from the obligations

Petition

#584

of the same. It is further ordered that the custody care education & cotrol of the said child of the parties hereto be until further order confided to the said Prudence Gabriel exclusively. And the said Rodney Gabriel is hereby enjoined from interfering in any manner with said child or with the said Prudence Gabriels custody of it, but it is hereby ordered that the said Rodney Gabriel have the privilege of visiting the same at all proper times and any violation of this privilege by either party may be reported to this court.

It is further ordered & adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of five hundred dollars immediately. And the same is hereby made a lein upon all the real Estate of the said defendant, and in default of any such payment for three days execution is allowed to issue therefor. It is further ordered that the plaintiff pay the costs of this proceeding and that judgment stand against said defendant for the same & execution is awarded.

Attest John D Baggott Clerk

Pleas before his Honor John A Price Judge of a Court of Common Pleas, begun and held at the Court House in the town of Marysville, within and for the County of Union of the Third Sub division 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 19th day of August 1884 the following petition was filed with the Clerk of said Court, to wit:

Petition

Hinget Harriman
vs
George Bates and
William Wellwood

} To the Court of Common Pleas

#584

The Plaintiff Hinget Harriman says: That on the 19th day of May 1883 the defendants for a full and valuable consideration made and delivered to Henry Goff their promisory note of that date and thereby promised to pay said Henry Goff or bearer the sum of One Hundred Dollars in one year thereafter with six per cent interest from date a copy of which note is hereto attached marked "A" and made part hereof.

Afterwards said Henry Goff for a full and valuable consideration sold and delivered said note to the plaintiff and the plaintiff is now the legal owner and holder of said note. No part of said note has been

paid and there is now justly due the plaintiff thereon from the said defendants the sum of One Hundred Dollars with interest from May 19th 1883
Whereupon plaintiff asks judgment against said defendants in the sum of One Hundred Dollars with int. from May 19th 1883 and for all proper relief.

Cameron & Woodburne
Attys for Pltff

State of Ohio Union County ss. J.L. Cameron being sworn says that he is one of the attorneys for said plaintiff duly authorized in the premises that this action is founded upon a promissory note being a written instrument for the payment of money only and that the facts stated and allegations made in the foregoing petition are true as he believes

J.L. Cameron

Sworn to before me and signed in my presence this 19th day of August 1884

(Seal) F.B. Fulton. Notary Public.

Note "A" $100.00 May 19th 1883. One year after Date we promise to pay to the order of Henry Goff or bearer One Hundred Dollars at 6% interest from date.

Signed George Bates.
William Hillwood

Precipe Clerk. Issue Summons to Sheriff of Union County returnable according to law. Amount claimed $100.00 with interest from May 19th 1883

On the 19th day of August 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: We command you to notify George Bates and William Hillwood that they have been sued by Winget Harriman in the Court of Common Pleas of Union County, and that unless they answer by the 25th day of September A.D. 1884 the Petition of said Winget Harriman against them filed in the Clerks Office of said Court such Petition will be taken as true and judgment rendered accordingly. You will make due return of this writ on the 1st day of September A.D. 1884.

Witness my hand and the seal of said Court this 19th day of August A.D. 1884

(Seal) John Q. Burgner Clerk

Endorsed. Amount claimed $100.00 & interest from May 19th 1883.

Sheriff's Return The State of Ohio. Union County ss. Received this writ Aug. 19th A.D. 1884 and Pursuant to its command on the 21st day of August 1884 I served the same by delivering to the within named William Hillwood & George Bates a true copy of this writ with endorsements thereon Service 4.5. Mileage $4.80 Copy 4.0 Total $5.65

John Hobensack Sheriff

Petition 4474

Afterward on the 22d day of September 1884 the following entry was made on the Journal of said Court which reads as follows. to wit:

Entry

N. Harriman
vs
Geo. Bates and
William Hellwood

And now comes N. Harriman by his attorneys and the said Defendants having failed to demur or answer to the petition of the said N. Harriman the same is therefore taken to be true, and it is considered that the said N. Harriman ought to recover the said sum of $100.00 so demanded in his petition together with the sum of $8.05 which the Court find due as the interest thereon as prayed for in said petition, it is therefore considered that the said N. Harriman recover against the said Geo. Bates & Wm Hellwood the said sum of $108.05 with 8% interest from this date together with his costs in and about this suit expended, taxed to $

Attest John D. Burgner, Clerk

Pleas before his Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union of the Third Sub-division of the 10th 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 27th day of February 1884 the following petition was filed with the Clerk of said Court, to-wit:

Petition

Lydia Fadley
vs
John Fadley

4474

Now comes the said Lydia Fadley Plaintiff and complains of John Fadley Defendant for this. that she has been a bona fide resident of Ohio for the year last past and is now a bona fide resident of Union County. That she was married to the defendant on the 6th day of June 1881 at Shelby County Illinois. That she always conducted herself toward the defendant as a wife should but that this defendant regardless of his marital duties as a husband has been guilty of gross neglect of duty in not providing this Plaintiff with the necessaries of life. would not provide her with clothing or food so she was

left to the mercy of her friends in a strange country.
That on or about the 7th day of April 1883 and since that time his whereabouts are unknown to this plaintiff
That as the result of such marriage there has been born to them one boy Asa Osceola Ausker Fadley which is now and has resided with this plaintiff all his life and that she has had to cloth and feed the said Ausker from her own labor working by the week to support herself and child. That he never furnished said child with cloth ing or food or any of the comforts of life.
That said defendant is guilty of extreme cruelty pulling this plaintiffs hair and otherwise ill treated her and her child. Plaintiff therefore prays that she may be divorced from said defendant and that she may have the custody and control of said Ausker Fadley and for all other proper relief

T.B. Benton Atty.

State of Ohio Union County ss. Lydia Fadley who being first duly sworn deposes and says that she is the plaintiff in this action and that the facts stated and allegations made in the foregoing petition are true as she verily believes

Lydia Fadley.

Sworn to by Lydia Fadley and signed by her in my presence this 27th day of February 1884

J. G. Turner J.P. in & for said County

On the 27th day of February 1884 the following affidavit was filed with the clerk of said Court, to-wit:

Affidavit

State of Ohio Union County ss. Lydia Fadley who being first duly sworn says that the residence of John Fadley and his Post Office address is wholly unknown to this affiant that the said John Fadley left his home in Franklin County about the year 1881 and since that time his place of residence and Post Office address is entirely unknown to this affiant and his friends and that the affiant has made diligent search for his residence but has wholly failed to receive said information and she believes that service cannot be made on him in this State. Therefor plaintiff asks that she may be allowed service by publication

Lydia Fadley.

Sworn to before me by Lydia Fadley and signed by her in my presence this 27th day of February A.D. 1884

J. G. Turner J.P.
in & for said County.

Divorce Notice

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On the 21st day of April 1884 the following Notice of Publication was filed with the Clerk of said Court. to-wit:

Divorce Notice

John Fadley whose residence is unknown will take notice that on the 27th day of February 1884 his wife Lydia Fadley, filed in the office of the Clerk of the Court of Common Pleas of Union County Ohio. her petition charging him with gross neglect of duty and extreme cruelty and asks that she may be divorced from the said John Fadley and for the custody of their child. and for all proper relief. Said petition will be for hearing at the April term of said Court A.D. 1884

W.B. Benton Atty for Petitioner

The State of Ohio Union County ss. The undersigned being duly sworn, says. that a copy of the annexed notice was published for six consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union the first publication beginning with March 12th 1884.

W.O. Shearer

Sworn to and subscribed before me, this 21st day of April 1884

John Q. Burgner Clerk
By W.M. Kruger Deputy

Afterward on the 25th day of April 1884. the following entry was made on the journal of said Court which reads as follows: to-wit:

Entry

Lydia Fadley }
vs }
John. Fadley. }

This day came the plaintiff and her attorney and the defendant came not. The defendant being in default for answer or demurrer to the petition of the plaintiff. Thereupon this cause came on to be heard upon the petition of plaintiff, the evidence introduced in her behalf and the argument of her counsel. Whereupon the Court being fully advised in the premises do find that the facts stated in the plaintiff's petition are true: That the defendant has been guilty of gross neglect of duty and extreme cruelty toward the plaintiff. It is therefore considered ordered and adjudged and decreed by the Court that the plaintiff be and she hereby is divorced from said defendant and that the marriage between plaintiff and defendant be and is hereby dissolved.

And it is further ordered adjudged and decreed by the Court that the plaintiff have the custody of the child of the plaintiff and Defendant named in the petition, to-wit: Anker Fadley The defendant to have the privilege

of visiting said child at proper times and places to be agreed upon between the said Plaintiff and defendant or hereafter ordered by the Court.

Attest John D. Burgner Clerk.

Pleas before his Honor Caleb H. Morris, 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 & the Third Sub division of the 10th Judicial District of the State of Ohio on the 16th day of February in the Year of our Lord One Thousand Eight Hundred & Eighty five

Heretofore, to wit: on the 17th day of March 1884 the following petition was filed with the Clerk of said Court to wit:

Petition filed

H#89

Robert W. Hillison Plaintiff

vs

John D. Rhodes
Thomas P. Keatty
Adoniram J. Blake
surviving partners of the
firm of John D. Rhodes,
Thomas P. Keatty, Adoniram
J. Blake and S. M. Blake, now dec'd,
doing business under the firm
name of The Union County
Bank Defendants

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

And now comes Robert W. Hillison plaintiff and for cause of action herein against John D. Rhodes, Thomas P. Keatty, and Adoniram J. Blake Defendants says: That on the 13th day of May A.D. 1881 and for more than four years prior thereto and since that time up to the 1st day of January A.D. 1884. John D. Rhodes, Thomas P. Keatty, Adoniram J. Blake and S. M. Blake were partners doing a banking business in the village of Richwood Ohio under the name of the Union County Bank. That S. M. Blake is now deceased, and that said John D. Rhodes, Thomas P. Keatty and Adoniram J. Blake are the surviving partners of said firm. That on said 13th day of May A.D. 1881 One Amos Hillison deposited with said Union County Bank the sum of Three Hundred and Fifty Dollars and received from said Bank a certificate of deposit of which the following is a copy.

"No 5606

Union County Bank. Richwood O. May 13th '81"

" Amos Hillison has deposited in this Bank. Three Hundred and
"Fifty dollars. Payable to the order of himself — months
" after date with — percent interest per annum on
" return of this certificate properly endorsed. No
" interest after maturity.

Said certificate has across the face thereof the following: "Certificate of Deposit" "6 per cent interest for 12 months" "4 per cent interest for 8 months" "2 percent interest for 4 months" and is signed by A.J. Blake Cashier" Said certificate has the following endorsments "Interest paid to May 13th 1882." "Interest paid to May 13th 1883" "Amos Willison"

Plaintiff says, there are no other or further payments made thereon: That the said Amos Willison for a valuable consideration indorsed and delivered said certificate to plaintiff and that he is the legal owner and holder thereof: That said certificate was duly presented to said Bank for payment and payment was refused and that there is now due thereon the sum of Three Hundred and Fifty Dollars with interest from the 13th day of May A.D. 1883.

2. Second cause of Action: Said Plaintiff for a second cause of action herein says that he re alleges the facts stated in his first cause of action in relation to the said partnership. That on the 10th day of September 1881 plaintiff deposited with the Union County Bank Two Hundred Dollars and received from said Bank a certificate of deposit of which the following is a copy.

" No 5824 Union County Bank.

" Richwood, Ohio September 10th 1881

" A.T. Willison has deposited in this Bank Two Hundred
" Dollars payable to the order of himself — months after date
" with — percent interest per annum on return of this
" certificate properly indorsed. No interest after
" maturity. Said certificate has the following across the face thereof. "Certificate of Deposit" 6 percent interest for 12 months" "4 percent for 8 months" "2 percent for 4 months" and is signed by A.J. Blake Cashier Bookins. Said certificate is indorsed as follows. "Interest paid to Sept 18" 1882 $12 00. There are no other or further indorsments thereon. That said plaintiff duly presented said certificate to said Bank for payment and payment was refused, and that there is due to him thereon the sum of Two Hundred Dollars with interest from September 18th 1882.

Third cause of Action. Said plaintiff for a third cause of action says, that he re alleges the facts stated in his first cause of action in relation to the said partnership. That on the 7th day of February A.D. 1882 he deposited with said Union County Bank One Hundred Dollars and received from said Bank a Certificate of Deposit of which the following is a copy.

" No 6072 Union County Bank.

" Richwood, Ohio. Feb 7th 1882.

" A.T. Willison has deposited in this Bank One Hundred

Dollars payable to the order of himself — months after date with — percent per annum on the return of this Certificate properly indorsed. No interest after maturity. Said Certificate has the following across the face, "Certificate of Deposit" "6 percent for 12 months" "4 percent for 8 months" "2 percent for 4 months" and is signed by A.J. Blake Cashier. Brookins. Said certificate has no indorsements thereon and no payments have been made thereon. That said plaintiff duly presented said certificate to said Bank for payment and payment was refused and that there is due to him the sum of One Hundred Dollars with interest thereon from February 7th 1882.

Fourth Cause of Action: Said plaintiff for a fourth cause of action herein says that he realleges the facts stated in his first cause of action in relation to the said Partnership. That on the 29th day of June A.D. 1882 plaintiff deposited with said Union County Bank Two Hundred and Ten Dollars and received from said Bank a certificate of deposit of which the following is a copy

"No 6360

Union County Bank

Richwood Ohio. June 29th 1882

" R.H. Willison has deposited Two Hundred & Ten Dollars "payable to the order of himself — months after date "with — percent interest per annum on return of this "certificate properly indorsed. No interest after maturity. Said certificate has the following across the face thereof "Certificate of Deposit." "6 percent for 12 months" "4 percent per annum for 8 months." "2 percent per annum for 4 months and is signed by A.J. Blake Cashier. Brookins." Said certificate is indorsed as follows "$12.60 Paid June 30th 1883 There are no other or further payments made thereon That said plaintiff duly presented said certificate to said Bank for payment and payment was refused, and there is due to him thereon the sum of Two Hundred and Ten Dollars with interest from June 30th 1883

Fifth Cause of Action: Said plaintiff for a fifth cause of action herein says that he realleges the facts stated in his first cause of action in relation to said Partnership. That on the 13" day of December A.D. 882 he deposited with said Union County Bank Fifty Dollars and received from said Bank a certificate of deposit of which the following is a copy.

"No 6574

Union County Bank

Richwood Ohio. Dec. 13th 1882

" R.H. Willison has deposited in this Bank. Fifty Dollars "payable to the order of himself — months after date with "— percent interest per annum on return of this "certificate properly endorsed. No interest after

maturity. Said certificate has the following across the face thereof. "Certificate of Deposit." "6 percent for 12 months" "4 percent for 8 months" 2 percent per annum for 4 months" and is signed by A.J. Blake Cashier Brookins. There are no indorsements of said certificate and no payments have been made thereon. That said Plaintiff duly presented said certificate to said Bank for payment and payment was refused, and there is due to him the sum of Fifty Dollars with interest from December 13th 1882.

Sixth Cause of Action. Said Plaintiff for a sixth cause of action herein says that he realleges the facts stated in his first cause of action in relation to the said partnership. That on the 1st day of January A.D. 1883 he deposited with said Union County Bank Two Hundred & Fifty Dollars and received from said Bank a certificate of deposit of which the following is a copy.

No 6620 Union County Bank.

" Richwood Ohio Jan. 1st 1883

"R.H. Killison has deposited with this Bank Two Hundred "and Fifty Dollars payable to the order of himself — months "after date with — percent interest per annum on "return of this certificate properly endorsed. No "interest after maturity. Said certificate has the following across the face thereof. "Certificate of Deposit". "6 percent for 12 months." "4 percent for 8 months" "2 percent for 4 months" and is signed by A.J. Blake Cashier, Brookins. There are no indorsements on said certificate and no payments have been made thereon. That Plaintiff duly presented said certificate to said Bank for payment and payment was refused and there is due to him the sum of Two Hundred & Fifty Dollars with interest from the 1st day of January 1883.

Seventh Cause of Action. Said Plaintiff for a seventh cause of action herein says that he realleges the facts stated in his first cause of action in relation to said partnership. That on the 31st day of March 1883 he deposited with said Bank Seventy one Dollars and received from said Bank a certificate of deposit of which the following is a copy.

"No 6748. Union County Bank

" Richwood O. March 31st 1883

"R.H. Killison has deposited in this Bank, Seventy One "Dollars payable to the order of himself — Months after "date — Per cent interest per annum, on return "of this certificate properly indorsed. " No interest after maturity

Said certificate has the following across the face thereof "Certificate of Deposit" "6 percent for 12 months" "4 Percent for 8 months" 2 percents for 4 months" and is indorsed is "A.J. Blake Cashier." That there are no indorsements on said certificate and no payments have been made thereon. That plaintiff duly presented said certificate to said Bank for payment and payment was refused and that there is due to him thereon the sum of Seventy one dollars with interest from March 31st 1883

Eighth Cause of Action: Said plaintiff for an eighth cause of action herein says that he realleges the facts stated in his first cause of action in relation to the said partnership. That on the 19th day of June A.D. 1883 one Amos Hillison deposited with said Union County Bank the sum of One Hundred Dollars and received from said Bank a certificate of Deposit of which the following is a copy.

"No 6902

Union County Bank.

Richwood O. June 19th 1883

"Amos Hillison has deposited in this Office One Hundred "Dollars payable to the order of himself – months after "date with – percent per annum on return of this certif- "icate properly indorsed. No interest after maturity.

Said certificate has the following across the face "Certificate of Deposit" "6 percent for 12 months" "4 percent for 8 Months" 2 per cent for 4 months and is signed by "A.J. Blake Cashier B." That said certificate is indorsed as follows. "Amos Hillison." That said Amos Hillison for a valuable consideration indorsed and delivered said certificate to Plaintiff and Plaintiff is the legal owner and holder thereof. That no payments have been made thereon. That said Plaintiff duly presented said certificate to said Bank for payment and payment was refused and that there is due to him the sum of One Hundred Dollars with interest thereon from the 19th day of June A.D. 1883.

Ninth Cause of Action. Said Plaintiff for his ninth cause of action herein says that he realleges the facts stated in his first cause of action in relation to the said Partnership. That on the 19th day of June 1883 Plaintiff deposited in said Union County Bank the sum of Seventy Five Dollars and received from said Bank a certificate of deposit of which the following is a copy

"No. 6900

Union County Bank

"R.H. Hillison

Richwood O. June 19th 1883

"R.H. Hillison has deposited in this Bank, Seventy five "Dollars payable to the order of himself – months after

date with — percent interest per annum on return of this certificate properly indorsed. No interest after maturity. Said certificate has the following across the face "Certificate of Deposit" "6 percent for 12 months" "4 percent for 8 months" "2 percent for 4 months" and is signed by A.J. Blake, Cashier, B. There are no endorsements on said certificate and no payments have been made thereon. That said Plaintiff duly presented said certificate to said Bank for payment and payment was refused, and that there is due him thereon the sum of Seventy Five Dollars with interest from said 19th day of June 1883

Tenth Cause of Action. Said Plaintiff for a tenth cause of action herein says that he realleges the facts stated in his first Cause of action in relation to said partnership: That on the 11th day of November A.D. 1883 he deposited with said Union County Bank the sum of One Hundred and Eighty Dollars and received a certificate of deposite of which the following is a copy

"No 7054

Union County Bank

Richwood O. Nov. 11th 1883

"A.R. Willison has deposited with this Bank One "Hundred & Eighty Dollars payable to the order of him- "self — months after date with — percent. per annum "on return of this certificate properly indorsed "No interest after maturity. Said certificate has "the following across the face "Certificate of Deposit" "6 percent for 12 months" "4 percent for 8 months" "2 per cent for 4 months" and is signed by "A.J. Blake Cashier B."

There are no indorsements on said certificate and no payments have been made thereon. Said Plaintiff duly presented to said Bank said certificate for payment and payment was refused and there is due to him thereon the sum of One Hundred & Eighty Dollars with interest from the 11th Day of Nov. 1883.

Eleventh Cause of Action. Said Plaintiff for Eleventh cause of action herein against the said defendants says that he realleges the allegations of his first cause of action in relation to the partnership aforesaid. That on the 2d day of December 1883 plaintiff and one A.R. Willison deposited with said Union County Bank Two Hundred & Sixty nine & 87/100 Dollars and received a certificate of deposit of which the following is a copy.

"No 7056

Union County Bank

Richwood O. Dec 2d 1883

"R.N. & A.R. Willison have deposited in this Bank "Two Hundred & Sixty nine & 87/100 Dollars payable to "the order of themselves — months after date with

— rate per cent interest per annum on return of this certificate properly indorsed. No interest after maturity. Certificate has the following across the face "Certificate of Deposit" "6 per cent for 12 months" "4 per cent for 8 months" "2 per cent for 4 months" and is signed by "A.J. Blake Cashier" There are no indorsements of said certificate except "A.K. Hillison" and no payments have been made thereon: That said A.K. Hillison for a valuable consideration indorsed and delivered his interest in said certificate to plaintiff and plaintiff is the legal owner and holder thereof. That said certificate was duly presented to said Bank for payment and payment was refused and there is due to him thereon the sum of Two Hundred and Sixty nine & 87/100 Dollars with interest from Dec 2d 1883

Twelfth Cause of Action. Said plaintiff for a twelfth cause of action herein says that he realleges the facts stated in his first cause of action in relation to said partnership: That on the 8 the day of December 1883 he deposited with said Bank One Hundred Dollars and received a certificate of deposit of which the following is a copy.

"No 7063

Union County Bank,

"Richwood O. Dec. 8th 1883.

"A.K. Hillison has deposited in this Bank One Hundred "Dollars payable to the order of himself — months "after date with — per cent interest per annum on "return of this certificate properly endorsed, No interest after maturity, and is signed by "A.J Blake Cashier" and has across the face thereof the following. "Certificate of Deposit" "6 per cent for 12 months" "4 per cent for 8 months" "2 per cent for 4 months". There are no indorsements on said certificate and no payments have been made thereon. Said plaintiff duly presented said certificate to said Bank for payment and payment was refused and there is due to him the sum of One Hundred Dollars with interest from December 8th 1883

The said Plaintiff therefore prays judgment against the said John R. Rhodes, Thomas P. Beatty and Adoniram J. Blake for the sum of $1953,87 with interest on $350 00/100 from May 13th 1883 and interest on $200 00/100 from Sept 10th 1882 and interest on $100 00/100 from February 7th 1882 and interest on $210 00/100 from June 29th 1882 and interest on $60 00/100 from Dec. 13th 1882 and interest of Two Hundred and Fifty Dollars from January 1st 1883 and interest of $71 00/100 from March 31/13th 1883 and interest on $175 00/100 from June 19th 1883 and interest of $180 00/100 from Nov. 11th 1883 and interest on $269,87 from Dec 2d 1883 and int. on $100 00/100 from Dec 8th 1883.

L.H. Van Kirk & Powell & Fulton Atty's for Pltff

Praecipe

To Clerk

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The State of Ohio Union County ss. Robert H. Hillison the plaintiff being first duly sworn according to law says the facts stated and allegations in his foregoing petition are true as he verily believes.

Robert H. Hillison

Sworn to before me and subscribed in my presence by the said Robert H. Hillison this 8th day of March A.D. 1884.

L.S. Gardner Notary Public

I hereby waive the issuing and service of process in the above entitled case and enter my appearance therein

A.J. Blake. Thomas P. Beatty by Robinson & Piper their Attys

Precipe

To Clerk: Issue summons to Sheriff of Marion County Ohio for John D. Rhodes and to the Sheriff of Union County Ohio for Thomas P. Beatty & Adoniram J. Blake.

Indorse Amount Claimed $1955.87 with interest on $350 from May 13th 1883 on $200 from Sept 15th 1882 on $100 from Feb. 7th 1882 on $210 from June 30th 1883 on $50 from Dec 13th 1882 on $250 from Jan 1st 1883 on $71 from March 3rd 1883 on $175 from June 19th 1883 on $180 from Nov. 11th 1883 on $269.87 from Dec. 2nd 1883 and on $100 from Dec 8th 1883

L.W. Vanstrinkle & Powell & Fulton

Attys for Plaintiff

On the 18th 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. Union County ss. To the Sheriff of Marion County, Greting: We command you to notify John D. Rhodes that he and others have been sued by Robert H. Hillison in the Court of Common Pleas of Union County, and that unless he answers by the 19th day of April A.D. 1884 the petition of the said Robert H. Hillison against him filed in the Clerk's Office of said Court such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 31st day of March A.D. 1884.

Witness my hand and the seal of said Court this 18th day of March A.D. 1884.

Seal

John D. Burgner Clerk

Sheriffs Return

The State of Ohio. Marion County ss. Received this writ March 19th 1884 at 10 o'clock A.M. and pursuant to its command I served the same on the 22d day of March A.D. 1884 by delivering a true and certified copy of this writ with the indorsements thereon to the within named D. Rhodes personally.

Service .30 Mileage $1.60 Cop. .16 Return .10 Total $2.16

F.G. Beckley Sheriff

Endorsed, Ammount Claimed $1955.87 and interest as follows On $350.00 from May 13th 1883, On $200.00 from Sept. 10th 1882. On $100.00 from Feb. 7th 1882, On $50.00 from Dec. 13th 1882. On $250.00 from Jan 1st 1883. On $71.00 from March 31st 1883. On $175.00 from June 19th 1883, On $180.00 from Nov. 11th 1883. On $269.87 from Dec. 2d 1883. On $100.00 from Dec. 8th 1883

Afterward on the 17th day of April 1884 the following answer was filed with the Clerk of said Court which reads as follows:

Answer

Robert H. Killison
vs
John D. Rhodes et als

And now comes John D. Rhodes and files this his separate answer and for such answer says that he denies each and every allegation in said petition stated to him in any way relating and asks that he go hence without delay and recover his costs

Johnson & Fisher
Attys for J. D. Rhodes.

The State of Ohio Marion County ss. John D. Rhodes being duly sworn deposes and says he is the Defendant named in the above answer that the facts stated and the allegations made in the above and foregoing his answer are true as he verily believes.

John D. Rhodes.

Sworn to before me by John D. Rhodes and by him signed in my presence this 15th day of April 1884

Seal

J. H. Fisher Notary Public in and for said County.

Affidavits

On the 15th day of September 1884 the following affidavits were filed with the Clerk of said Court which reads as follows:

Robert H. Killison
vs
John D. Rhodes et als

The State of Ohio Marion County ss.

John D. Rhodes being duly sworn deposes and says that he is one of the defendants in the above entitled case. That he is a material witness in his own behalf and without his own testimony as he is advised by counsel he cannot safely proceed to trial. That he is now under the care of a Physician whose certificate is filed herewith that his disease is of that character that he is obliged to be kept absolutely quiet or as near so as possible and is not permitted to have any exertion of body or any interruption or thought about any kind of business. That he is expected to have been able to attend Court at Marysville during the present term. That I am advised by counsel that my personal presence is necessary on the trial of said

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case. He hopes and expects to be able to be present at the next term of this said Court and asks that said cause be continued until then. That this application is not made for delay merely but for the purpose of Justice.

John D. Rhodes

Sworn to before me by John D. Rhodes and by him signed in my presence this 18th day of September 1884.

Seal

Henry Haines Notary Public

Affidavit.

Robert Hillison
vs
John D. Rhodes et als

In Union County Court of Com. Pleas.

On this 18th day of September A.D. 1884 personally came before me the undersigned authority Geo. H. Masters who being duly sworn says that he is a practicing Physician & Surgeon that he is attending upon John D. Rhodes one of the defendants in this case. That said Rhodes is now sick and unable to attend Court at Marysville at this trial and will not be able to so attend said Court at the present term. That his affliction or disease is of such a character as would endanger his life to attempt so to do

Geo. H. Masters M.D.

Sworn to before me by Geo. H. Masters and by him signed in my presence this 18th day of Sept. 1884.

Seal

Henry Haines Notary Pub.

Afterward on the 27th day of February 1885 the following entry was made on the Journal of said Court which reads as follows:

Robert H. Hillison
vs
John D. Rhodes, et als

Entry

This day this cause came on to be heard upon the petition of the plaintiff and the answer of John D. Rhodes and the evidence, The defendants. Thomas P. Beatty and Adoniram J. Blake failing to answer, demur or otherwise object to Plaintiff's petition but made default.

On consideration whereof and the Court being fully advised in the premises find that John D. Rhodes is not a partner with Thomas P. Beatty Adoniram J Blake and S.M. Blake deceased at the time of the creation of the indebtedness set out in the petition, but the Court finds that Thomas P. Beatty, Adoniram J Blake, and S.M. Blake were partners when the debt in the petition was created

and that said Thomas P. Beatty and Adoniram J. Blake are the surviving partners of the said firm: That there is due to said plaintiff from said Thomas P. Beatty and Adoniram J. Blake the sum of Two Thousand One Hundred & Sixty four & 44/100 Dollars ($2164.44). It is therefore considered and adjudged that the said plaintiff recover of the said defendants, Thomas P. Beatty & Adoniram J. Blake the said sum of $2164.44 and that the said sum bear interest from the 1st day of this term of Court and that the plaintiff recover his costs and defendants pay their own costs except John D. Rhodes whose costs plaintiff shall pay, for all of which execution is awarded.

Attest John R. Burgner, Clerk.

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 10th Judicial District of the State of Ohio, on the 16th day of February 1885 in the year of our Lord One Thousand Eight Hundred and Eighty five.

Heretofore to-wit: On the 27th day of February 1884 the following petition was filed with the clerk of said court, to-wit:

Petition

4473

State of Ohio Union County ss
Phoebe Y. Cross Plff
vs
Geo. P. Cross, Elizabeth Nash,
Manetta Park. Harriet H. Cross
John B. Cross, Charles E. Bellus,
Mabel Bellus. Harriet D. Bellus,
Frank A. Bellus. Stanley E. Bellus.
Robert F. Cross and Wesley L. James,
Defts

To the Court of Common Pleas.

The said Plaintiff Phoebe Y. Cross for her petition against said defendants, says: That she is the widow of one Daniel G. Cross late of said County now deceased. That said Daniel G. Cross departed this life on or about the — day of 18— intestate seized in fee simple of the following lands situate in the County of Union and State of Ohio. Part of Survey No 5503 Beginning at two elms one cut down the S.E. corner of said Survey Thence N. 10-1-W 193 6/10 Poles crossing the road at 162 6/10 poles to a stake. Thence S. 81 3/4 W 237 2/10 Poles to 4 Beeches. 2 cut down. — Thence S. 10° 12' E. 193 8/10 Poles to a stake in Westlake line. Thence with the original line and the line of Jewells & Westlake N. 81 3/4 E. 236 8/10 Poles to the beginning containing 286 146/160 Poles

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Summons

Sheriff's Ret. The S

The said Plaintiff as the widow of said Daniel G. Cross is entitled to dower in said Premises=
The said Daniel G. Cross left the following named children and Grand children who have the next immediate estate of inheritance in said lands, to-wit:
George P. Cross, John B. Cross, Robert F. Cross sons of said. Elizabeth Nash. Manetta Park. Harriet A. Cross daughters of said deceased, Mabel Bellus. Harriet D. Bellus, Charles E. Bellus, Frank A. Bellus, grand children of said deceased That the said Stanley E Bellus is the duly appointed and qualified guardian of Frank A. Bellus who is a minor and the said Wesley L. James claims some interest in said lands as lessee and he is made a party.

The plaintiff therefore prays that her dower may be assigned to her in said lands and for all such other relief as may be proper.

Cameron & Woodburn Attys for Pff

State of Ohio Union County ss. Phoebe Y. Cross plaintiff being first duly sworn says the facts stated and the allegations made in her foregoing petition are true as she believes.

Phoebe Y. Cross.

Sworn to before me and signed in my presence this 27th day of February 1884

A.H. Beightler Notary Public.

Precipe. Court of Common Pleas. Union County O.
To The Clerk of said Court: Issue summons in the above case for Wesley L. James returnable according to law

Cameron & Woodburn Attys for Pff

On the 27th day of February 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. We command you to notify Wesley L. James (impleaded with George P. Cross et al) that he has been sued by Phoebe Y. Cross in the Court of Common Pleas in Union County, and unless he answer by the 29th day of March A.D. 1884, the Petition of said Phoebe Y. Cross 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 27th day of Feb. A.D. 1884

J.L. Burgner Clerk.

Endorsed. In action for assignment of Dower

Cameron & Woodburn Attys

Sheriff's Ret. The State of Ohio Union County ss. Received this writ

Feb 27th A.D. 1884 at one oclock P.M. and pursuant to its command on the 28th day of Febmary A.D. 1884 I served the same by delivering a true copy of this writ with the endorsements thereon to the within named defendant. Service .30 Mileage .56 Cop. 20 Total $1.06

John Hobensack Sheriff.

Praecipe. On the 8th day of March 1884. the following Praecipe was filed with the Clerk of said Court: to-wit:

Court of Common Pleas, Union County O.

To the Clerk of said Court: Issue summons in the above case for — Parks, Franklin County also for Elizabeth Nash, Union County returnable according to law.

Cameron & Woodburn Attys for Plff

Summons On the 8th day of March A.D. 1884 a 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 Union, Greeting: We command you to notify Elizabeth Nash that she & others have been sued by Phoebe Y. Cross in the Court of Common Pleas of Union County, and that unless she answer by the 5th day of April A.D. 1884 the petition of said Phoebe Y. Cross against her filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 17th day of March A.D. 1884

Witness my hand and the seal of said Court this 8th day of March A.D. 1884.

(Seal)

J.Q. Burgner Clerk.

Sheriff's Return The State of Ohio Union County ss. Received this writ March 8th A.D. 1884 at one oclock P.M. and pursuant to its command on the 12th day of March A.D. 1884 I served the same by delivering to the within named Defendant a true copy of this writ with indorsements thereon. Service .30 Mileage .32 Cop. 20 Total .82

John Hobensack Sheriff.

Summons On the 8th day of March A.D. 1884 a summons was issued by the Clerk of said Court, to-wit:

The State of Ohio Union County ss. To the Sheriff of Franklin County, Greeting: We command you to notify Marietta Park that she has been sued by Phoebe Y. Cross in the Court of Common Pleas of Union County, and that unless she answer by the 12th day of April A.D. 1884 the petition of said Phoebe Y. Cross against her filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 24th day of March A.D. 1884.

Witness my hand and the seal of said Court this 8th day of March A.D. 1884.

(Seal)

J.Q. Burgner Clerk

Sheriff's Return The Sta... March 21st ... day of Ma... Personal... Park a tru... the endo... 20 Docket...

Answer of W.L. James Geo. P. ... Harriet... Charles... Harriet... Stanley... and Ha...

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Sheriffs Return

The State of Ohio. Franklin County ss. Received this writ March 21st 1884 and pursuant to its command on the 21st day of March A.D. 1884 I served the same by delivering personally to the within named defendant Marietta Park a true and certified copy of this writ with all the endorsements thereon. Service .30. Mileage .64. Cop. .20 Docket & Postage .31 Folio #145

Louis Heinmiller Sheriff
By. L.L. Rigg Deputy

Answer of W.L. James

On the 29th day of March the following Answer was filed with the Clerk of said Court, which reads as follows: to-wit:

Phoebe Y. Cross
vs.
Geo. P. Cross, Elizabeth Nash, Harriett Cross, John B. Cross, Charles E. Bellus, Mabel Bellus, Harriett D. Bellus, Frank A. Bellus, Stanley E. Bellus, Robert Cross, and Wesley L. James, Defendants

} Court of Common Pleas. Union County O.

The defendant West L. James says for his answer that he admits as alleged in the petition that the plaintiff is the widow of Daniel G. Cross, deceased. That said Daniel G. Cross died intestate about — — 18. seized in fee simple of lands described in the petition but subject to the lease hereinafter described, and that the persons therein named are his heirs at law. but denies each and every other allegation in the petition contained. The said defendant says that on the 7th day of January 1880 James B. Whelpley was duly appointed and qualified as guardian of the person & property of said Daniel G. Cross then and in ttie his death a lunatic, by the Probate Court of Union County, Ohio. and that on the 18th day of September 1882 the said James B. Whelpley as such guardian leased the real estate described in the petition to said West L. James. for the period of three years from April 1st 1883. and that said lease is in writing a copy of which is hereto attached & is in substance as follows: That said James B. Whelpley as Guardian of said Daniel G. Cross in consideration of the payment to him of $2100 as such guardian by said West L. James in the manner hereinafter specified does hereby grant, demise and lease to said West L. James his executors or administrators the real estate described in the petition to have and to hold with the appurtenances, unto the said James his executors or administrators from the 1st day of April 1883 for and during the full term of three years next ensuing, and fully

to be completed and ended on the 1st day of April 1886 said James yielding & paying therefor the sum of $300 to be paid in repairs and improvements on said farm during said lease and under the direction of said James B. Thelpley as guardian said services to be paid for at the customary rates for such services. To secure the balance of said rent to wit the sum of $600. per annum) said West L. James agrees and obligates himself to execute and deliver to said James B. Thelpley as guardian his six promisory notes secured to the acceptance of said James B. Thelpley as follows. to wit:

One for $300. Due December 1st A.D. 1883 @ 8% after maturity.
One for $ 300. Due April 1st A.D. 1884 @ 8% after Maturity
One for $ 300. Due December 1st A.D. 1884 @ 8% after maturity
One for $ 300. Due April 1st A.D. 1885 @ 8% after maturity
One for $ 300. Due December 1st A.D. 1885 @ 8% after maturity
One for $ 300 Due April 1st A.D. 1886. @ 8% after maturity

The said W.L. James for himself and his executors and administrators, covenants and agrees to farm said premises in a good husbandlike manner, to commit no waste &c. and quietly to yield up possession of said premises to said James B. Thelpley as guardian &c. or his successors on the 1st day of April A.D. 1886. said W.L. James to have the privilege of cutting timber when neccessary for use in improvements or repairs on said premises. Said lease was duly signed and executed by the parties. Said defendant says that on the 1st day of April 1883 he took possession of said premises under said lease and still retains possession thereof and has fully complied in every respect with his part of said agreement and the same is in full force and binding upon the parties thereto. He says that he made improvements on said lands to the value of $300. according to the lease and that if he shall now be evicted he will suffer great loss in at least the sum of $1200.

Whereupon defendant asks that the possession of said land may be decreed to him for & during the remainder of his lease and that plaintiff be restrained by order of the Court from further interference with his possession & for such other & further relief as law and equity may require.

E.E. Cole.
Atty for Defts W.L. James.

State of Ohio Union County ss. Westley L. James defendant being first duly sworn according to law says the facts stated and allegations in his foregoing answer are, as he believes, true.

W.L. James.

Amended Petition

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Sworn to & subscribed before me this 31st day of March 1884.
J.L. Burgner, Clerk.

Demurrer

On the 8th day of May 1884 the following Demurrer was filed with the Clerk of said Court which reads as follows:

Phoebe Y. Cross. }
vs } In Union County Court of Common Pleas.
G.P. Cross et als }

Now comes the Plaintiff Phoebe Y. Cross and demurs to the answer of said Wesley L. James and for grounds of demurrer says: The facts stated to constitute a defense to the Plaintiffs petition are not state in said answer

J.L. Cameron, R.L. Woodburne Attys.

Amended Petition

On the 28th day of March 1885 the following amended Petition was filed with the Clerk of said Court. to-wit:

State of Ohio Union County ss.
Phoebe Y. Cross. Plff.
vs } To the Court of Common Pleas
Geo. P. Cross & others &
Geo. W. Court, as Admr
of Daniel G. Cross Defts.

The said Plaintiff Phoebe Y. Cross for her amended Petition against said defendants says. That she is the widow of one Daniel G. Cross late of said County and now deceased. That said Daniel G. Cross, departed this life on or about the 7th day of August 1883. Prior to his death the said Daniel G. Cross was of unsound mind and James B. Whelpley was his duly appointed and qualified guardian. The said Daniel G. Cross for many years before his death was seized in fee simple of the real estate hereinafter described and said Daniel G. Cross died seized in fee simple of said real estate.

The said Daniel G. Cross died intestate leaving the Plaintiff his widow and the following children and grandchildren his only heirs at law and legal representatives to-wit: Geo. P. Cross. John B. Cross. Robert F. Cross sons of said deceased. Elizabeth Nash. Marietta Park & Harriett D. Cross daughters of said deceased Charles E. Bellus. Mabel Bellus. Harriet D. Bellus and Frank A. Bellus his grandchildren. That during the lifetime of said Daniel G. Cross and while he was of unsound mind said James B. Whelpley was his guardian. The said Whelpley leased said Real Estate to one Wesley L. James for the period of three years beginning April 1st 1883 and ending April 1st 1886. at a yearly rent of $600. in money and $100 00 in repairs which lease was executed in September 1883 and said Wesley L. James has ever

since been in possession of said premises and his lease will not expire until the 1st of April 1886. This plaintiff was not a party to said lease.

That said George H. Court has been duly appointed and qualified as Administrator of said Daniel G. Cross and as such has collected the money arising from said lease. This defendant says that since the filing of her original petition herein for dower in said lands it has become apparent that it would be more to the interest of said estate and to the heirs of said Daniel G. Cross. not to have dower assigned by metes & bounds in said lands until after the expiration of the lease of said James and that this plaintiff in lieu of her dower to land have one third of the rents & profits of said land. that this will avoid bringing the estate into trouble with said James and this defendant during the continuance of said lease to-wit: until the 1st day of April 1886 is willing to accept in lieu of dower being assigned to her in land to have one third of the net proceeds of said lease.

The said lands are described as follows. Situate in the County of Union and State of Ohio. Part of Survey No 8503 Beginning at two ilms. one cut down, the S.E. corner of said Survey. Thence N. 18-1 W. 193 6/10 Poles. Crossing the road at 162 6/10 Poles to a stake. Thence S. 81-3/4 W. 237 8/10 Poles to 4 Beeches. 2 cut down. Thence S. 18° 12' E. 193 8/10 Poles to a stake in Westlakes line. Thence with the original line of Jewell & Westlake N. 81-3/4, E. 236 8/10 Poles to the beginning containing 286 176/160 Poles.

This plaintiff avers that it is for the interest of said estate for her to postpone the assignment of dower by metes & bounds until after the expiration of said lease and more to the interest of the heirs of said Daniel G. Cross that the same be done. and that in justice and equity this plaintiff should be paid out of the proceeds of said lease after deducting taxes and expenses of said lands, the full one third part of the net proceeds of said lease.

The said George H. Courts is now unwilling to pay said money to this plaintiff without the order of this Court directing him so that regard, but is ready and willing to abide the order and judgment of the Court in the premises.

Wherefore this plaintiff prays for an order and decree of the court that said Geo. H. Courts pay to her as the widow of said Daniel G. Cross in lieu of her dower in said lands during the continuance of said lease the one full equal third part of the net proceeds of said lease. beginning on the 7th

Entry

day of August 1883 and ending April 1st 1886 and for all such other and further relief as may be equitable and just

Cameron & Woodburn attys for Pltff

State of Ohio Union County ss. Phoebe Y. Cross being first duly sworn deposes and says that the facts stated and allegations made in her foregoing amended petition are true as she believes.

Phoebe Y. Cross.

Sworn to before me, and signed in my presence this 27th day of March 1885

J.D. Burgner. Clerk.

I hereby waive the issuing and service of summons and enter my appearance herein this 27th day of March 1886.

G.M. Court. Admr.

Afterward on the — day of Mar 1885 the following entry was made on the Journal of said Court which reads as follows. to-wit.

Entry

Phoebe Y. Cross.
vs
Geo. P. Cross et al.

This day came the Plaintiff and by leave of the Court filed her amended petition and the cause came on for hearing upon said amended petition. On consideration whereof the Court finds that the said Daniel G. Cross was seized in fee of the lands described in the petition and that he died intestate. That the lands were leased as stated in said petition and that the Plaintiff was not a party to said lease. That said Daniel G. Cross died on the 7th day of August A.D. 1883. and that ever since that date said Plaintiff has been entitled to dower in said lands.

The Court finds it more to the interest of the heirs and next of kin of said estate that said Plaintiffs dower in said land be not assigned by metes & bounds until after the expiration of said lease, and that she have no lien thereon one third of the net proceeds of said lease.

It is therefore ordered by the Court that the said dower be not assigned by metes and bounds until after the expiration of said lease. and that no lien thereof the said George M. Court as such Administrator pay to said Plaintiff one third of the net proceeds of said lease since August 7th 1883. and that the costs of this proceeding be paid by the Plaintiff.

Attest: J.D. Burgner. Clerk.

Pleas before his Honor John A Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-division of the 18th Judicial District of the State of Ohio on the 18th day of February in the year of our Lord One Thousand Eight Hundred & Eighty Five

Be it remembered that heretofore to-wit: on the 21st day of March 1884 the following petition was filed with the Clerk of said Court which reads as follows. to-wit:

Petition 4494

Helen M. Watkins for herself and as Guardian of Eva B Kendall a minor
vs
Eva B. Kendall, John H. Patterson, Rachel Patterson, Martha E. Bradley, Richard Bradley her husband, Leroy H. Loughman, Elmira Snelling, George Snelling her husband, Susan Haslett & Reuben Freshwater.

} Court of Common Pleas. Union County. Ohio.

Plaintiff says: She is the widow of Joseph Kendall late of the said County of Union deceased. That she was married to said Joseph Kendall on or about the 18th day of September 1872. and that he departed this life on or about the 3d day of March 876. leaving as his only child and heir at law the said Eva B. Kendall and now the age of Eleven (11) years. Plaintiffs age is thirty years. That on the 2nd day of December A.D. 1880 Plaintiff was duly appointed and qualified and letters were granted to her as Guardian of the said Eva B. Kendall by the County Court of Fayette County in the State of Illinois. a certified copy of which said letters of Guardianship are hereto attached, marked "A" That the said Eva B. Kendall as the only heir at law of the said Joseph Kendall is seized in fee simple of the said Real Estate hereinafter described of which the said Joseph Kendall died seized. That the said Joseph Kendall left no personal estate at his death & that the annual rents and profits of said real estate would not be sufficient to support and educate the said Eva B. Kendall, and Plaintiff further says that the said premises are now unlawfully in the possession of and under the control of the defendants John H. Patterson and Reuben Freshwater upon some pretended claim for taxes so that plaintiff has received no rents or profits from said premises. The said real estate of which the said Joseph Kendall died seized is bounded and described as follows, to-wit:

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and in the Virginia Military District and being part of Survey No. 5870 Beginning at a stake in a County road in the north line of John Bonnet's land and at S.E. corner of W.M. Roberts land. Thence S. 80° 30' W. 137½ poles to a stone. Thence in a northerly direction 80 poles to a stone in the west line of Peirce Shroyer and near Beaver Dam. Thence with said Shroyer's East line N. 9° W. 69¼ rods to two ash and two elms in the northerly line of the original survey. Thence with said line N 80° 30' E. 141½ poles to a stake. Thence S. 9° 30' E 146¼ poles to the place of beginning. Containing One hundred & forty acres more or less and being so much of the above described premises as was not conveyed by Jeremiah Kendall and being the same premises conveyed by Mary Kendall to said Joseph Kendall and supposed to contain 5½ acres. Plaintiff therefore prays that the parties named be made defendants to this action and for an order and judgment of the Court upon the rights of said Patterson & Freshwater under said pretended tax sale, and further all liens and claims may be adjusted,. That the said tax claim may be cancelled, That the said premises may be sold clear of all liens and claims and as well the dower of the plaintiff in said premises. That the Court may order her dower interest in the said premises paid to her in money in such sum as the Court may find under the law to be due her in lieu of dower and the balance of the proceeds may be used for the maintainance and education of the said ward Eva B. Kendall under the direction of the Court & for such other and further relief as the case may require.

L.B. Harris and
Robinson & Piper Attys for Pltff

State of Ohio Union County ss L. Piper being duly sworn according to law says: he is one of the attorneys of the plaintiff in above case duly authorized in the premises That said plaintiff is a non resident of the State of Ohio and is now absent therefrom and that the facts stated and the allegations in the foregoing pleading of said Helen M. Watkins are as affiant believes true.

L. Piper.

Sworn to before me by L. Piper and by him subscribed in my presence this 21st day of March A.D. 1884.

J.Q. Burdine, Clerk.

Precipe. To Clerk: Issue summons upon the petition in the foregoing case directed to the Sheriff of Union County O.

for Reuben Freshwater and to the Sheriff of County &
for John H. Patterson Rachel Patterson Martha E. Bradley, Richard Bradley, Leroy H Loughman, Elmira Snelling, George Snelling & Susan Hazlett returnable according to law.
Endorse. Petition to sell land."

L B Harris & Robinson & Piper Attys for Pff.

Letters of Guardianship

State of Illinois Fayette County ss. In the County Court December Term A.D. 1880. The People of the State of Illinois to Helen M. Watkins of said County: Greeting:

Whereas at the December term of the County Court of said County A.D. 1880 holden at Vandalia, you were by order of said Court duly entered of record on the 27th day of December A.D. 1880 duly appointed Guardian for Eva Belle Kendall a minor child of Joseph J. Kendall dec'd Exhibit "A". Trusting in your fidelity, therefore, the said court do by these presents constitute and appoint you to be Guardian unto said minor, and authorize and empower you to take and have the care of her person and custody and management of her property, frugally, and without waste or distinction, to improve and account for the same in all things according to law. Witness John D. Perine clerk of said County Court and the Probate seal of said Court hereunto affixed at Vandalia this 27th day of December in the year of our Lord One Thousand Eight Hundred & Eighty.

Seal

J. D. Perine, Clerk of the County Court.

State of Illinois Fayette County ss I John D. Perine Clerk of the County Court within and for the County aforesaid do hereby certify that the foregoing is a true and correct copy of the Letters of Guardianship granded by said Court to Helen M. Watkins as guardian for minor heirs of Joseph J. Kendall deceased as fully and completely as the same appears from the records in my office.

Given under my hand and the seal of Court at Vandalia this 27th day of Dec. A.D. 1880

Seal

J. D. Perine Clerk.

Summons

On the 22d day of March A.D. 1884 a 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 Peoria Illinois. Greeting: We command you to notify Eva B. Kendall that She and others have been sued by Helen M. Watkins for herself and as guardian of Eva B. Kendall, in the Court of Common Pleas of Union County and that unless she answer by the 19th day of April A.D. 1884 the petition of said Plaintiff against her filed in the Clerk's Office of said Court ~~shall~~ petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 31st day of March A.D. 1884.

Sheriff's Return

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Witness my hand and the seal of said Court this 22d day of March A.D. 1884.

Seal

J.D. Burgner, Clerk.

Endorsed. In action to sell land.

T.B. Hunt & Robinson Pltffs Atty for Pltff.

Sheriff's Return

The State of Illinois Peoria County ss. Received this writ 27th March A.D. 1884 at two oclock P.M. and pursuant to its command on the 28th day of March A.D. 1884 I served the same by reading to the within named Defendent Eva B. Kendall and delivering to her a true and correct copy thereof with the petition of the same this 28th day of March 884

Sevice & C. $2.00

Cyrus L. Berry Sheriff

By W.F. Selby Deputy.

On the 21st day of March A.D. 1884 a summons was issued by the Clerk of said Court to-wit:

Summons

The State of Ohio Union County ss. To the Sheriff of Union County Greeting: We command you to notify Reuben Freshwater that he and others have been sued by Helen M. Watkins for herself and as Guardian of Eva B. Kendall a minor in the Court of Common Pleas of Union County, and that unless he answers by the 19th day of April A.D. 1884 the petition of the said Plaintiff against him filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 31st day of March A.D. 1884. Witness my hand and the seal of said Court this 21st day of March A.D. 1884

Seal

J.D. Burgner, Clerk.

Endorsed, In action to sell land.

Sheriff's Return

The State of Ohio, Union County ss. Received this writ March 21st A.D. 884 at 2 oclock P.M. and pursuant to its command, on the 22d day of March A.D. 1884 I served the same by leaving at the usual place of residence of the within named defendent. a true copy of this writ with the endorsments thereon. Sevice .30 Milage .96 Copy .20 Total 1.46.

John Hohnsack, Sheriff.

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 Union County ss. To the Sheriff of Licking County, Greeting: We command you to notify John H. Patterson, Rachel Patterson, Martha E Bradley, Richard Bradley, Leroy H. Longhman, Elmira Snelling, George Snelling and Susan Haslett that they and others have been sued by Helen M. Watkins for herself and as Guardian of Eva B. Kendall in the Court of Common Pleas of Union County, and that unless they answer by the

19th day of April A.D. 1884 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 31st day of March A.D. 1884.

Witness my hand and the seal of said Court, this 21st day of March A.D. 1884

Seal J.L. Burgner Clerk.

Endorsed. In action to sell lands.

I George W. Hall, Sheriff of Licking County, O. hereby appoint J.F. Hadway to serve the within named writ on the within named John W. Patterson, Rachel Patterson, Martha E. Bradley Richard Bradley & Leroy W. Loughman

Geo. W. Hall Sheriff.

Sheriffs Return

The State of Ohio, Licking County ss. Received this writ March 29th A.D. 1884 at 10 o'clock A.M. and Pursuant to its command on the 29th day of March A.D. 1884 I served the same by Geo. F. Hadway as will more fully appear reference to the Affidavit hereto attached and made part of this return

The above named Geo. F. Hadway being first duly sworn deposes & say that as commanded by this writ. I served the within named John W. Patterson, Rachel Patterson Martha E. Bradley, Richard Bradley and Leroy W. Loughman personally on the 29th day of March 1884 by delivering to them personally a certified copy hereof with the indorsments thereon.

J.F. Hadway.

Subscribed in my presence and sworn to before me this 29th day of March A.D. 1884

L. Bracly Harris. Notary Public.

Newark Ohio. March 27th A.D. 1884 We hereby waive the issuing and service of Summons and enter our voluntary appearance herein.

Susan Haglett.
Geo. W. Snelling Elmira her X mark Snelling

Attest L.B. Harris

Motion

Motion

Entry

On the 19th day of April 1884 the following Demurrer was filed with the Clerk of said Court, to-wit:

Demurrer

Helen M. Watkins ital. vs Eva B. Kendall ital } In Court of Common Pleas Union County, O.

And now comes the said John W. Patterson and Rachel Patterson defendants, and demurr to the Petition of the Plaintiff and say. First that the said petition does not state facts sufficient to constitute a cause of action & Plaintiff against the said defendant. Second there is a defect of Parties defendant

By Powell & Fulton
Attorneys for said Defendants.

Answer

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Motion

On the 19th day of April 1884. a motion was filed with the Clerk of said Court to-wit

Helen M Watkins et al. }
vs. } Court of Common Pleas Union County O.
Eva B. Kendall, }
John H Patterson et al }

And now come the said John H. Patterson and Rachel Patterson defendents, and move the Court herein to require the Plaintiffs to make their petition more definite and certain in this to-wit: That they set out in what way the defendents are unlawfully and illegally in possession of said lands And also what objection Plaintiffs claim exists to said tax claim of Defendants and in what way it is illegal, irregular or void or for what reason said tax claim is not good

By Powell & Fulton Attys for Defts

Motion

On the 22d day of April 1884. a motion was filed with the Clerk of said Court, to-wit:

Helen M. Watkins et al. }
vs } The State of Ohio. Union County
Eva B. Kendall et al. } Court of Common Pleas.

And now comes the defendant John H. Patterson and moves the Court to require Plaintiff to give security for costs she being a non-resident of the County of Union and State of Ohio.

Powell & Fulton Attys for Defts

Entry

On the 1st day of May 1884 the following entry was made on the journal of said Court which reads as follows to-wit:

Helen M. Watkins Guar. &c. }
vs }
Eva B. Kendall et al }

This day this cause came on to be heard upon motion to require the Plaintiff to make her petition more definite and certain and to be heard also upon demurrer to the petition was argued by counsel and submitted to the Court. Whereupon the Court fully advised in the premises do overrule said motion and demurrer to which ruling of the Court the defendants at the time except and leave was given defendants to answer in 60 days from May 17th 1884 Cause continued.

Answer

On the 27th day of September 1884. the following answer was filed with the Clerk of said Court to-wit:

Helen M. Watkins et al. } Court of Com. Pleas. Union County O.
vs }
Eva B. Kendall et al }

And now comes the defendants Rachel J. Patterson Leroy W. Longhman and Martha E. Bradley, and for answer herein says. First: That they deny that Helen M. Watkins is the widow & Joseph Kendall dec'd. or that Eva B. Kendall is his heir at law. Second: They further say that Jeremiah Kendall died in the month & March 1873 and left Mary Kendall his widow and the following persons his heirs at law. Thomas Kendall, James Kendall, Joseph Kendall. The heirs & Jesse Kendall deceased unknown to these defendents, Lucan Haslett, Elmira Snelling, Geo. K. Longhman, Leroy W. Longhman and Martha E. Bradley heirs & Elizabeth Longhman deased and Rachel J. Patterson and Mary Gates heirs & Jane Carr deceased. They further say that the said Jeremiah Kendall in his life time made a conveyance & the said premises described in plaintiffs petition to his wife Mary Kendall directly and without the inter-vention & a trustee, which conveyance was without any consideration, and which these defendants claim was void and & no legal or binding effect, and that the said Mary Kendall afterward conveyed the said premises to the said Joseph Kendall through whom the said plaintiff and the said Eva B. Kendall claim and that the said Joseph Kendall had no title to said premises except what he derived through said conveyance, and these defendants ask the Court to declare the said conveyance from said Jeremiah Kendall to said Mary Kendall and from said Mary Kendall to Joseph Kendall void.

Third: These said defendants further say that the consideration for the conveyance between said Mary Kendall and Joseph Kendall was $2100 Dr. which was to be paid as follows; $300 Dr. to each & the heirs & the said Jeremiah Kendall the heirs & a deceased son or daughter representing one share. These defendants further say that by virtue & the said agreement between said Mary Kendall and Joseph Kendall there is due to said Rachel J. Patterson the sum & $150 Dr. with interest from March 27th 1873. to Leroy W. Longhman $100 Dr. with interest from said March 27th 1873 and to said Martha E. Bradley the sum & $100 Dr. with interest from said March 27th 1873 which sums have never been paid or any part thereof. These defendants ask that in case the premises are sold as prayed for in plaintiffs petition that the amounts so due as above set forth together with the interest thereon be ordered to be first paid out & the proceeds & said sale and for all other and proper relief.

Powell & Hamilton
Attys for Defts.

Answer.

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Sworn to
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vs
Eva B. K

The State of Ohio Union County ss. Leroy H. Longhman being first duly sworn according to law says the facts stated and the allegations are true as he verily believes.

L. H. Longhman.

Sworn to before me and subscribed by the said Leroy H. Longhman this 24th day of September 1884.

J. D. Burgner, Clerk.

Seal

On the 24th day of Sept. the following Answer was filed with the Clerk of said Court to-wit:

Answer.

Hellen M. Watkins &c. }
vs } Court of Com. Pleas Union County O.
Eva B. Kendall et al }

And now comes John H. Patterson one of the defendants and for his answer herein says: That heretofore to-wit: on the 15th day of January 1878 John D. McKelvey bought the premises described in the petition at a sale of lands which had become delinquent by reason of the non-payment of taxes; That said John D. McKelvey received from said Auditor a certificate of purchase which he duly assigned to this defendant. That afterwards on the 16th day of Jan. 1880 the said Auditor made and delivered to this defendant a deed in fee simple for the said premises; that said deed is in full force; That said premises again become delinquent and were offered for sale by the said Auditor on the 15th day of January 1884 and at which sale this defendant became the purchaser that Principle and interest of the amounts paid by this defendant would amount to about $300.00. The said defendant therefore says that he is the absolute owner of said premises and asks that the petition of the Plaintiff be dismissed and that he go hence with his costs in this behalf expended.

Powell & Fulton Attys for Patterson

The State of Ohio. Union County ss. John H. Patterson being first duly sworn according to law says that he is the facts stated and allegations of the foregoing answer are true.

J. H. Patterson.

Sworn to before me by said J. H. Patterson and by him subscribed in my presence this 24th day of September 1884.

J. D. Burgner, Clerk.

Seal

On the 2d day of October 1884. the following entry was made on the Journal of said Court which reads as follows, viz:

Entry

Helen M. Watkins Guard &c.
vs
Eva B. Kendall et al

This day on motion to the Court leave was given John H Patterson, Rachel J. Patterson, Leroy M. Loughman and Martha E. Bradley to file answers, which was done accordingly. And thereupon came the said defendants and made an application for the continuance of said case. And thereupon the said cause was continued until next term of this Court, upon the application of said defendants and at their cost and leave was given plaintiff to reply within 30 days from the rising of this Court.

On the 20th day of February 1885 the following entry was made on the Journal of said Court, which reads as follows.

Entry

Helen M. Watkins Guard &c.
vs.
Eva B. Randall et al.

This day came on this cause and thereupon the Court appoint R L. Woodburn Esq. the Guardian ad Litem of Eva B. Kendall the minor defendant who has been served with Process. Thereupon said Guardian appeared and filed his answer as such.

Afterward on the 20th day of February 1885 the following answer was filed with the Clerk of said Court which reads as follows, to-wit.

Answer

Helen M. Watkins Guard &c.
vs
Eva B. Kendall et al.

And now comes the said R. L. Woodburn as Guardian Ad Litem for Eva B. Kendall a minor and one of the defendants herein and for answer to Plaintiffs petition says: he knows nothing concerning the matters in the petition set forth and therefore he denies each and every allegation of said petition.

R. L Woodburn, Guardian Ad Litem
for Eva B. Kendall

On the 20th day of February 1885 the following entry was made on the Journal of said Court, which reads as follows.

Entry

Helen M. Watkins Guardian &c.
vs
Eva B. Kendall et al.

This day came on this cause to be heard by the Court was argued by counsel and submitted to the Court. Whereupon the Court being fully advised in the premises do find that said tax title mentioned in the answer of John H. Patterson is invalid so far as affects the title to said land but that said Patterson by virtue thereof

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is entitled to the purchase money and taxes paid and interest thereon. And the Court further find that Helen M. Watkins is the widow of Joseph Kendall deceased and further the Court finds that Eva B Kendall aforesaid is the heir at law of the said Joseph Kendall. And the Court further find that the conveyance made by Jeremiah Kendall to his wife is a good and valid conveyance in every respect and conveys a perfect title to the premises therein described & Court further finds that J.W. Patterson is entitled to rents of said premises from death of Mary Kendall to April 1st 1884 but not entitled to any pay for improvements or work done on premises.

The Court further find that there is due to the said Rachel J. Patterson the sum of Two Hundred forty six & 95/100 Dollars ($246.95) on the first day of this term of this Court and that there is due to Leroy N Longhman and to said Martha E. Bradley each the sum of One Hundred sixty one & 30/100 Dollars ($161 30/100) on the first day of this term of this Court by reason of the premises and which are a lien on said lands. The parties waiving a jury submit the cause to the Court. Whereupon the Court being fully advised in the premises do find for the plaintiff and that said lands should be sold as prayed for in her petition.

It is therefore Considered ordered & decreed that the said Guardian proceed by the oaths of Moses Laird Samuel Bonnet and F.J. Sager freeholders of the County not of kin to the petitioner whom the Court hereby appoint for that purpose and that they return their appraisement to this court without unnecessary delay and that said Guardian then proceed to advertise and sell said premises according to law 1/2 on day of sale and balance in one year and that out of said sale proceeds said tax lein and other claims be paid and this cause continued for the report of the Guardian

Afterward on the 21st day of Feb. 1885 the following Order of Appraisment is issued by the Clerk of said Court which reads as follows.

Order of Appraisment

The State of Ohio Union County ss. Court of Common Pleas.
To Helen M. Watkins Guardian of Eva B. Kendall Greeting:

In obedience to an Order and Decree of the Court of Common Pleas within and for said County, made this day in a certain cause wherein you as the Guardian of the minor heir of Joseph Kendall are plaintiff and Eva B. Kendall and etal. are defendants You are commanded by the oaths of James H. Perkins, Wm Bonnett and F.J. Sager judicious and disinterested men of the vacinity, not of kin to the

petitioner, who are freeholders of the County of which said Real Estate is situated and upon actual view you cause a just valuation and appraisement to be made, from time to time according to law, of the following described premises, to-wit:

Situate in the State of Ohio and in the County of Union and U.M. Survey No. 5870. Beginning at a stake in the County road in the north line of John Bonnetts land and at the South East corner of William Roberts land; Thence S 89° 30' W. 157½ poles to a stone in George Shreyers and near Beaver Dam. Thence with said Schreyers East line N. 1° W. 69¼ rods to 2 ashes and 2 Elms in the northerly line of the original survey. Thence with said line N 89° 30' E 141½ poles to a stake; Thence South 1° 30' E. 146¼ poles to the place of beginning, Containing One Hundred and forty acres more or less and being so much of the above described premises as was not conveyed by Jeremiah Kendall and being the same premises conveyed by Mary Kendall to said Joseph Kendall and supposed to contain fifty one and one half acres. And be it further ordered that you make return of your proceeding herein forthwith upon the execution of this order. Witness my signature and the seal of the Common Pleas Court at Marysville, Ohio. This 21st day of February A.D. 1885.

J.Q. Burgner, Clerk.

Return. To the Court of Common Pleas Union County, In obedience to the foregoing order I have caused an appraisement to be made of the premises therein described as will more fully appear by the proceeding of the appraisers, hereto annexed Feb. 23d 1885.

Helen M. Watkins Exr &c
By L.B. Harris Robinson & Piper Attys

The State of Ohio Union County ss. On the 23d day of Feb. A.D. 1885 before me personally appeared James H. Perkins and Wm Bonnett within named and made solemn oath that they would, upon actual view honestly and impartially appraise the within described real estate at its fair cash value, in pursuance of the foregoing order

James H. Perkins, Wm Bonnett. Appr's

Sworn to before me, and signed in my presence this 23d day of February A.D. 1885

(Seal)

Fred J. Sager Notary Public

State of Ohio Union County ss. On the 23d day of Feb. A.D. 1885 before me personally appeared F.J. Sager the within named and made solemn oath that he would upon actual view honestly and impartially appraise the within described real estate at its fair cash value in pursuance of the foregoing order

F.J. Sager appraiser.

Appr's Return

Order of Sale.

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Sworn to before me and signed in my presence this 23d day of Feb A.D. 1885

Seal

J.D. Burgner Clerk.

Appts Return

In obedience to the foregoing order after being first duly sworn, and upon actual view of the premises in the foregoing order described we the undersigned appraisers, estimate the value of said real estate at Two Thousand, Three Hundred & Seventeen 5/11 00 ($2317 5/11) Dollars. being at the rate of $45 50 per acre and was appraised free from dower. Feb 23d. 1885

Survey & Appts $3.50 2 Appraisers, each day $2.00 Total $5.50

James K. Perkins

Wm Bonnett

F.D. Sager. Appraisers.

Afterwards, on the 21st day of February A.D. 1885 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 s.s. In Common Pleas Court.

To Helen M. Watkins Guardian of Eva B. Kendall, Greeting:

In obedience to an order and decree of the said Court within and for the said County, made this day in a certain cause, wherein you, as the Guardian of Eva B Kendall are complainant and Eva B. Kendall your ward, et.al. are defendants you are commanded to proceed according to law. to Appraise & sell the following described premises free from the dower of Helen M. Watkins after giving — weeks notice, by publication in some newspaper printed and of general circulation in said County, to-wit:

Situated in the State of Ohio and County of Union and in U.M. Survey No 5870 beginning at a stake in the County road in the north line of John Bonnetts land and at South East Corner of Wm Roberts land; Thence S. 80° 30' W 157½ poles to a stone; Thence in a northerly direction 88 poles to a stone in the Pearge Shreyer and near Beaver Dam; Thence with said Shreyer's East line N. 9° W. 69¼ rods to 2 Ashes and 2 elms in the northerly line of the original survey; Thence with said line, North 80° 30' E. 142½ poles to a stake, thence S. 9° 30' E. 146¼ poles to the place of beginning. Containing One hundred & forty acres more or less, and being so much of the above described premises as was not conveyed by Jeremiah Kendall and being the same premises conveyed by Mary Kendall to said Joseph Kendall and supposed to contain fifty one and a half acres. Said sale to be by Public Auction at the door of the Court House and upon the following terms one half cash down and balance in one year the deferred Payments to be secured by mortgage on the Premises, and to bear interest from the day of Sale, Payable annually. You will make return of your Proceedings immediately after executing this order

Witness my hand and the seal of said Court at Marysville, Ohio this 21st day of February A.D. 1885

(Seal) J.P. Bunger, Clerk.

Cmdr. Return

In obedience to the within order, & duly advertised the real estate therein described, for sale for Five consecutive weeks before the day of sale, in the Marysville Tribune a newspaper published and of general circulation in said county, stating, in said notice, the time place and terms of said sale; and on the 27th day of March A.D. 1885 attended sale at the door of the Court House and at the hour of 1 o'clock P.M. I offered said real estate for sale, and then and there publicly struck off and sold the same to Reuben Freshwater for the sum of Nineteen Hundred & Nineteen 38/100 (1919 38/100) Dollars, he being the highest and best bidder therefor, and that being more than two thirds the appraised value thereof

Helen M. Watkins, Guar of Eva B. Kendall

By L.B. Harris & Robinson & Piper her attys.

Dated the 28th day of March A.D. 1885

On the 27th day of March 1885 the following Affidavit & Order was filed with the Clerk of said Court, to-wit:

Guar. Sale

In pursuance of an order of Court of Common Pleas of Union County Ohio, made on the 21st day of February A.D. 1885 in the case of Helen M. Watkins, guar. against Eva B. Kendall, her ward, the undersigned will on the 27th day of March at one o'clock P.M. at the door of the Court House in said Union County, offer at public sale the following described real estate, situated in the State of Ohio and County of Union and in U.M. Survey No 5870, beginning at a stake in the County Road No 5870 in the north line of John Bonnett's land; and at the South East corner of Wm Roberts land; thence South 88° 30' W. 157½ Poles to a stone; thence in a northerly direction 8 Poles to a stone in the Pearge Shreyer (line) and near Beaver Dam; thence with said Shreyers last line, North 9° W. 69¼ rods to two ashes and two Elms in the northerly line of original survey; thence with said line north 88° 30' E. 141½ Poles to a stake, thence south 9° 30' E. 146¼ Poles to the place of beginning. Containing 148 Acres more or less and (being) so much of the above described premises as was not conveyed by Jeremiah Kendall and being the same premises conveyed by Mary Kendall to said Joseph Kendall and supposed to contain fifty one & one half acres. Terms of Sale: One half cash on day of Sale, and balance in one year from day of Sale to be secured by mortgage on the premises sold and deferred payments to bear interest at the rate of 6 per cent. per annum, payable annually. Appraised at $45 an Acre. Helen M. Watkins Guar

February 25th 1885 L.B. Harris & Robinson & Piper attys.

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 Feb. 23 d 1885.

W. O. Shearer.

Sworn to and subscribed before me this 27th day of March 1885

Filed 3

J. D. Burgner, Clerk.

Afterward on the 24th day of March 1885 the following entry was made on the Journal of said Court which reads as follows, to-wit:

Helen M. Watkins &c. }
vs. } Entry.
Eva B. Kendall &c others }

Now comes the plaintiff by her attorneys L B Harris & Robinson & Piper and produces to the Court the report of the sale made by said plaintiff in pursuance of an order hereinbefore made, and it appearing upon examination that of said sale has in all respects been legally made the same is hereby approved and confirmed and said plaintiff is ordered to execute and deliver to the purchaser at said sale a proper deed for the real estate so by her sold as aforesaid. And the Court now coming to the distribution of the proceeds of said sale to-wit. Nineteen hundred & Eighteen and 38/100 Dollars ($1918 38/100) it is ordered by the Court herein that out of the proceeds of said sale the said Guardian pay, 1st The taxes on said premises including all the gravel road assessments unpaid amounting to Fifty four Dollars ($54 6/100) after payment falling due June 20th 1885; amount due June 20th 1885 being Fifty four & 6/100 Dollars. ($54 6/100) making total amount due of tax. One Hundred Eight & 6/100 Dollars. ($108 6/100) 2d To John H. Patterson the sum of One Hundred Seventeen & 36/100 Dollars. ($117 36/100) the amount paid as taxes by said Patterson on January 15th 1884 with interest up to date of sale of said premises.

3d The Costs, taxed in and about this suit amounting to Forty five and 5/100 Dollars ($45 05/100) 4th To the widow of the late Joseph Kendall, Helen M. Watkins plaintiff herein her dower interest in said proceeds amounting to the sum of Four hundred Ninety nine & 45/100 Dollars. ($499 45/100) 5th To the said Rachel J. Patterson the sum of two hundred forty eight & 68/100 Dollars. ($248 68/100) 6th To the said Leroy H. Longhman the sum of One Hundred Sixty two and 43/100 Dollars. ($162 43/100)

7th " To the said Martha E. Bradley the sum of One hundred sixty two & 43/100 Dollars ($162 43/100)
8th " And to the said Eva B. Kendall the balance amounting to the sum of Five Hundred Seventy five and 22/100 Dollars ($575 22/).

Attest: J. D. Brugnar, Clerk.

Cause before his Honor John A Price Judge of Court of Common Pleas, begun and held at the Court House in the town of Marysville within & for the County of Union of the Third Sub-division of the 10th Judicial District of the State of Ohio on the 14th day of Jan, 1884.

Heretofore, to-wit: on the 13th day of August 1883. the following petition was filed with the Clerk of said Court which reads as follows, to-wit:

Petition #290

Mary Thomas. Plaintiff.
vs
William Epps & Thomas B. Benton Defendants

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

The Plaintiff complains of the defendants for this. to-wit: That she is the owner in fee simple by deed of General Warranty of 32 1/3 acres of land situate in Allen township Union County, Ohio. Part of survey No 3748 upon which is situated about 20 acres of meadow and about 12 acres of wheat of last years sowing yielding about 36 bushels, Also upon said lands there is growing about five acres of corn. There is also about 20 acres of meadow pasture the same as mentioned above.
Plaintiff further says that she is entitled to the one third of the wheat in the bushell and to one half of the hay being about fifteen tons. and one half the corn in the shock, and that she is entitled to the immediate possession of said twenty acres of meadow pasture, hereto-fore stated and about 12 acres of stubble pasture.
Plaintiff further says that said defendants William Epps and Thomas B. Benton are threatening to haul away and appropriate to their own use and benefit said plaintiffs part of the hay & corn and are threatening to keep. and are now keeping the plaintiff out of the use of said meadow pasture and of said stubble pasture to her great and irreparable damages unless restained by the order of this Court.
Plaintiff further says that said defendants William Epps and Thomas B. Benton are both wholly irresponsible and insolvent and that this plaintiff would be wholly unable to maintain and enforce a judgment for damages against them. Plaintiff therefore prays

Order of Injunction

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that the said Wm Epps and Thomas B Benton be restrained from any way interfering with the plaintiffs share of said wheat being one third thereof or the plaintiffs share of said hay being the one half of all that is now upon said ground of this years growth the one half of the corn to be put in the shock by defendants and all of said meadow pasture being about 20 acres more or less, as well as the stubble pasture and one half the corn. For injunction of this Court and for all proper relief.

J M Kennedy Attorney for Pltff

State of Ohio. Union County ss. Griffith Thomas being first duly sworn says he is the authorized agent of the said Mary Thomas duly authorized in the premises to bring this suit and to transact any and all her business and that the facts stated and allegations herein made and within the personal knowledge of this agent and that the same are true.

Griffith Thomas

Sworn to and subscribed by the said Griffith Thomas before me this the 13th day of August 1883

J.L. Burgner Clerk.

Injunction allowed as prayed for in the petition on the plaintiffs giving bond in the sum of One Hundred Dollars conditioned according to law, with sureties to the acceptance of the Clerk of the Court of Common Pleas of Union County Ohio August 14th 83.

John B Coats Probate Judge

Fees $2.00

On the 14th day of August 1884 an Order of Injunction was filed with the Clerk of said Court, to wit:

Order of Injunction

Mary Thomas Plaintiff
vs
Wm Epps Ed T B Benton

Before Probate Judge Union County O.
Sept. Term A.D. 1883.
Motion for temporary injunction in

the Court of Common Pleas. Union County Ohio. And now on this fourteenth day of August 1883 came the Plaintiff by J M Kennedy her attorney and it being made to appear that there is at this time no Common Pleas, District or Supreme Judge within said County the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff Mary Thomas therein filed, and after hearing the argument of counsel and being fully advised in the premises it is considered and ordered that a temporary injunction be and the same is hereby allowed in this case to restrain the said defendants Wm Epps and Thomas B. Benton from in any manner interfering or disturbing the plaintiff Mary Thomas in the use

and occupancy of her farm of 52⅓ acres of land situate in Allen Township Union County O. part of Survey No 3748 including the ownership of one third of the crop of wheat now growing. one half of the hay now in stack on said farm and the use of the meadow pasture being about 20 acres of said land and about 12 acres of stubble pasture and one half of the corn now growing on said land 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 giving undertaking to said defendants conditioned according to law with security to be accepted by said Clerk of the Court of Common Pleas in the sum of $100 00/11

Endd

John B. Coats, Probate Judge.

On the 14th day of August 1883 the following Undertaking was filed with the Clerk of said Court, to-wit:

The state of Ohio Union County ss.

Undertaking

Mary Thomas
vs
Wm Epps and
Thomas B Benton

We bind ourselves to the said Defendants Wm Epps and Thomas B Benton in the sum of One Hundred dollars that the said Plaintiff Mary Thomas 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, August 14th 1883.

R M Henderson

This undertaking approved by me this 14th day of August 1883.

J.Q. Bingner Clerk of said Court.

On the 14th day of August 1883 a Praecipe was filed with the Clerk of said Court, to-wit:

Praecipe.

Mary Thomas,
vs
Wm Epps etal

} Court of Common Pleas. Union County, O.

To the Clerk of said Court. Issue summons in the above case directed to the Sheriff of Union County, Ohio. Endorsed Injunction Obtained. Returnable according to law.

J M Kennedy atty for Pltff.

On the 14th day of August A.D. 883 a 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 Union, Greeting: We command you to notify Wm Epps and Thomas B Benton, that they have been sued by Mary Thomas in the Court of Common Pleas of Union County, and that unless they Answer by the 15th day of

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September A.D. 1883. the petition of the said Mary 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 25th day of August A.D. 1883. Witness my hand and the seal of said Court this 14th day of August A.D. 1883

Seal

J.L. Burgner Clerk

Endorsed. Injunction allowed.

Sheriffs Return. The State of Ohio. Union County ss. Received this writ August 14th 1883 and pursuant to its command on the 14th day of August A.D. 1883. I served the same by delivering a true copy of this writ with the endorsements thereon to each of the within named Defendants. Service $1.25 Mileage .30 Cop. .40 Total $1.65.

John Hobensack Sheriff.

On the 17th day of September 1883 a motion was filed with the Clerk of said Court, to-wit:

In the Court of Common Pleas of Union County O.

Motion. Mary Thomas Pltff. vs Wm Epps et al. Defts.

Now comes the said Wm H. Epps one of the defendants in this action and moves the Court to dismiss this action and moves the Court to dismiss this action for the reason that the parties sued are not the parties in interest. That one W.E. Benton is the person that sold the said land to the said Plaintiff. 2d That the defendants in this action are not insolvent. 3d That neither of these defendants ever threatened to remove or disturb this Plaintiff of her rights or attempted to do so. Therefore defendants ask that said defendants may be dismissed from this action with costs.

Hoops & Benton Attys for Defts.

On the 23d day of January 1884 the following answer was filed with the Clerk of said Court which reads as follows, to-wit:

In the Court of Common Pleas of Union County Ohio.

Answer. Mary Thomas Pltff. vs Wm Epps et al Defts

Now comes F.B. Benton one of the defendants in the above action and for answers Plaintiffs petition says that he denies each and every allegation in Plaintiffs petition contained.

Hoops, Atty for Defts.

The State of Ohio Union County ss. F.B. Benton one of

the defendants in the above action being first duly sworn
deposes & says that the facts stated and allegations made
in the foregoing petition are true as he verily believes.

T. B. Benton

Sworn to by T. B. Benton and signed by him in
my presence this 23 day of January A.D. 1884

J. L. Burgner, Clerk.

Afterward on the 14th day of February 884 the following
entry was made on the journal of said Court which reads
as follows. to-wit:

Entry

Mary Thomas
vs
Wm Epps et al

This day this cause came on to be heard
by the Court on motion of defendant, and it appearing
to the Court that the injunction heretofore granted herein
by the Probate court of this County of Union, ought not to
have been granted Whereupon it is ordered by
the Court that the same be and hereby is dissolved and
the Plaintiffs petition dismissed at cost of Plaintiff.
It is therefore considered and adjudged by the Court
that defendants recover of the Plaintiffs his costs herein
expended taxed to ##

Attest: J. L. Burgner, Clerk.

Pleas before his Honor John A. Price Judge of a Court
of Common Pleas begun and held at the Court House in
the town of Marysville within and for the County of Union
& the Third Sub Division of the 10th Judicial District of the
State of Ohio on the 8th day of September in the year of our
Lord One Thousand Eight Hundred & Eighty four.

Heretofore, to-wit on the 25th day of November 1882 the
following petition was filed with the Clerk of said Court
which reads as follows to-wit:

Petition

Cynthia Eastman Plff.
vs
Ephriham Eastman Deft

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

The Plaintiff says: She has been a
resident of the State of Ohio for more than the year last passed
and she is now a bona fide resident of said County
of Union. About the month of June A.D. 861 at said County
she was married to the said defendant. The Plain-
tiff has always conducted herself as a faithful wife
The defendant has in disregard of his marital duties
for more than three years last past been willfully absent
from Plaintiff. The defendant for many years has
failed and willfully neglected to provide Plaintiff with the

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Sheriff's Return

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common necessaries of life. Defendant is possessed of about fifteen acres of Real estate in said County and has some personal Property. The defendant is guilty of gross neglect of duty toward the Plaintiff.

Wherupon the Plaintiff prays that she may be divorced from the defendant and may be restored to her maiden name of Oliver and that she may have reasonable alimony and such other relief as is proper.

D L Cameron Atty for Pltff

Crampe — Clerk: Issue summons and copy of petition to the Sheriff of Union County returnable according to law.

On the 9th day of June A.D. 1883 a summons was issued by the Clerk of said Court to-wit:

Summons — The State of Ohio Union County ss To the Sheriff of Union County: You are commanded to notify Ephraim Eastman that Cynthia Eastman has filed in the office of the Clerk of the Court of Common Pleas of Union County and State of Ohio a petition, (a copy of which is herewith served on him) charging him with wilful absence & neglect and asking that she be divorced from him and that she may have alimony and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing and six weeks from and after the service of this writ.

You will make due return of this summons on the 18th day of June A.D. 1883

Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court at Marysville this 9th day of June A.D. 1883

Seal

J.L. Burgner Clerk

Sheriff's Return — Received 12 o'clock M. on the 9th day of June A.D. 1883 and on the 11th day of June A.D. 1883 I served the same by delivering with a copy of the petition a true copy thereof with the Endorsements thereon to the within named Ephriham Eastman Service 30 Copy .20 Mileage $3.36

Total $3.86

John Hobensack Sheriff.

On the 10th day of July 1883 the following Answer & Cross Petition was filed with the Clerk of said Court which reads as follows. to-wit:

Answer & Cross Pet.

Cynthia Eastman
vs
Ephraim Eastman

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

Now comes the Defendant Ephraim Eastman and for answer to the petition herein says: That he admits the residence of the Plaintiff and the marriage as alleged, and that he is in possession of some Personal Property and of about fifteen acres

of land; but that he has paid only about $240. of the purchase money of said land and still owes about $400 therefor and in addition he owes other debts to the amount of $250. He denies each and every other allegation in said petition contained. And by way of Cross Petition herein the defendant says: that he has always conducted himself towards the plaintiff as a faithful husband and has always been ready and willing to provide her with a home and with as good a support as his means would permit. Yet notwithstanding this the plaintiff has for a long period wholly neglected and refused to cohabit with the defendant, and has for more than three years last past been wilfully absent from him. Wherefore the defendant prays that he may be divorced from the plaintiff and all relief to which he may be entitled.

Johnson & Tucker Attys for Deft.

State of Ohio Marion County ss. Ephraim Eastman being duly sworn, says that he is the defendant in this action and that all the allegations of this foregoing answer and Cross Petition are true, as he verily believes

Ephraim Eastman

Sworn to before me and in my presence subscribed by Ephraim Eastman this 9th day of July A.D. 1883.

Fees 40 Cts Atty Defts. Hill E. Scofield Notary Public.

Filed Marion Co. O.

Afterward on the 10th day of September 1884 the following entry was made on the Journal of said Court which reads as follows, to-wit:

Entry

Cynthia Eastman
vs
Ephraim Eastman

This day came this cause on to be heard upon the petition and the evidence and the Court being fully advised in the premises do find that the plaintiff has been a resident of this State for more a year prior to the filing of her petition and that she has also during all that time and down to the present been a bona fide resident of said County of Union. The Court do further find that said defendant has been duly and legally served with summons and copy of the petition for more than six months prior to the hearing thereof. The Court do further find that the land in the petition described has been sold under proceedings in foreclosure of mortgage thereon. The Court further find that said defendant has been guilty of gross neglect of duty and extreme cruelty as charged in said petition and that he has abandoned the plaintiff without cause and refused to contribute to her support.

The plaintiff not desiring decree for divorce.

The Court find in her favor for alimony.
It is therefore ordered, adjudged and decreed by the Court that the Defendant pay to said plaintiff as her reasonable alimony the sum of Four Hundred Dollars to be paid within ten days from the date of this decree and in default thereof that execution issue therefor as upon judgment at law and it is further ordered that the defendant pay the costs herein and upon failure to pay the same execution is awarded.

Attest: J. L. Berger Clerk.

Pleas before his Honor John A Price, Judge of a Court of Common Pleas, begun and held at the Court House in the town of Marysville within and for the County of Union of the Third Sub Division of the 10th 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 20th day of August 1884 the following petition was filed with the Clerk of said Court, which reads as follows, to-wit:

Petition

James. Grow Plaintiff
vs.
Andrew. J. Parker Deft.
} Court of Common Pleas Union County O.

The Plaintiff says: 1st On the 12th day of February A.D. 1883 the defendant Andrew J. Parker made and delivered to Plaintiff his Promissory note of that date, and thereby Promised to pay to the Plaintiff or order the sum of Six Hundred and Fifty ($650.00) Dollars in one year after the date thereof for value received.

2d The defendant Andrew J. Parker on the 12th day of February A.D. 1883 to secure the payment of said note, executed and delivered to the plaintiff his Mortgage Deed, and thereby conveyed to the plaintiff his heirs and assigns the following lands and tenements, Situate in the County of Union in the State of Ohio and in the Township of Paris in Survey No 5728 bounded and described as follows, viz: Beginning at a stone in the N.E. corner of said Survey. Thence with the line of said Survey S. 8° 10' E. 76 poles to a stone. Thence S. 88° 58' W 38 37/100 poles to a stone in the north line of said Survey, and thence N 8° 35' E 38 poles to the beginning containing Twenty five and one half acres, except the right of way for a road on the west line of the land, also Two & one half acres deeded to Martha E. Fry off of the west side of said land. The condition of the said mortgage deed was in substance that if the said Andrew J. Parker shall pay or cause to be paid unto the said

James Grow his certain promisory note of even date with this mortgage calling for Six Hundred & Two Dollars with interest at eight per cent and due in one year from the date thereof. Now if the said Andrew J. Parker shall pay or cause the said note to be paid with the interest thereon when the same becomes due then these presents shall be void, otherwise to be and remain in full force and virtue- There is a mistake in the reading of the note described in the first cause of action in the above entitled cause. The plaintiff asks the Court to reform and correct the reading of said note so as to correspond with the conditions of the above described Mortgage

3d On the 12th day of February A.D. 1883 at 3 o'clock P.M. the said mortgage was delivered to the Recorder of said County to be by him entered on record and was recorded on the 16th day of February A.D. 1883 in Union County Record of Mortgages, Book 18 Page 576

4th The said deed has become absolute. There is due and remaining unpaid upon the said indebtedness the sum of Seven Hundred and two ($702 00/100) Dollars with interest thereon at Eight per cent from the 12th day of February A.D. 1884.

5th Therefore the Plaintiff asks Judgment for the sum of Seven Hundred and Two ($702 00) with interest at Eight per cent from the 12th day of February A.D. 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.

F. T. Arthur Plaintiff's Attorney.

State of Ohio Union County ss. James Grow the above named Plaintiff being duly sworn says the facts and the allegations in the foregoing petition are true as he verily believes.

James Grow.

Sworn to before me and signed in my presence by James Grow Plaintiff this 20th day of August A.D. 1884

J. Q. Burgner Clerk.

By W. M. Knight Deputy.

Praecipe. To Clerk. Issue summons upon the petition in the above case returnable according to law. Endorse amount claimed $702 00/100 with interest at 8 per cent from the 12th day of February A.D. 1884 and foreclosure of mortgage

F. T. Arthur Atty for Pltff

On the 20th day of August A.D. 1884 a 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 Union, Greeting: We command you to notify Andrew J. Parker that he has been sued by James Grow in the Court of Common Pleas of Union County, and that unless he answer by the 20th day of September

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A.D. 1884 the petition of said James Grow against him filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 1st day of September A.D. 1884

Witness my hand and the seal of said Court this 20th day of August A.D. 1884.

J.D. Burgner Clerk.
By W.M. Knight Deputy.

Endorsed: In action for Amount claimed $702 50/100 with 8% interest from Feb. 12th 1884 and foreclosure of Mortgage

F.T. Arthur Atty for Pltff.

Sheriffs Return. The State of Ohio Union County ss. Received this writ Aug. 20th A.D. 1884 and pursuant to its command on the 26th day of August A.D. 1884 I served the same by leaving at the usual place of residence of the within named Andrew J. Parker a true copy of this writ with the endorsements thereon. Service .30 Mileage $1.20 Copy 20 Total $1.70

John H. Benesack Sheriff.

Afterward on the 22d day of September 1884 the following entry was made on the Journal of said Court which reads as follows, to-wit:

Entry.

James Grow
vs
Andrew J. Parker

And now comes the said James Grow by F.T. Arthur his attorney and the said defendant Andrew J. Parker still failing to answer or demurrer to said petition it is considered by the Court after reforming the reading of said note as prayed for that the said Plaintiff ought to recover the said sum of Seven Hundred and Two ($702 50/100) so demanded in his said petition, together with Thirty four dollars & thirty two cents ($34.32) which the court find due as interest thereon.

It is therefore considered by the Court here that the said plaintiff do recover against the said defendant the said sum of ($736 82/100) Seven Hundred and Thirty Six dollars and thirty two cents. the sum found due as aforesaid and also his costs in and about his suit in this behalf expended, taxed to $

And it is further ordered and adjudged that in case the said defendant fail for ten days from this date to pay the said plaintiff the said sum of $736 82/100 so as aforesaid found due with costs of suit and interest on the same from this date at Eight per cent. an order issue to the Sheriff of this County commanding him

to cause the said lands and tenements in said petition described to be appraised, advertised and sold according to law and that he apply the proceeds of said sale in the satisfaction of said judgment and costs.

Attest: J. D. Burgan Clerk.

Pleas before his Honor John A Price judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union of the Third Sub-division of the 10th 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 9th day of December 1882 the following petition was filed with the Clerk of said Court which reads as follows, to-wit:

State of Ohio Union County ss.

Murdulia Butler and
Clinton Butler Plaintiffs.
vs
John Chapman Deft.

} To the Court of Common Pleas.

Petition

4147

The said Plaintiffs say that the said Murdulia Butler is the only child and sole heir and legal representative of Rebecca Chapman late of said County deceased.

That about the 5th day of March 1863 the said Rebecca intermarried with the said Defendant and the Plaintiff Murdulia who was then about fifteen years of age was taken by said defendant into his family as one of his children and continued to live with and work for him until about the year A.D. 1868 when she married and went to live elsewhere.

The said Rebecca at the time of her said marriage was the owner of the undivided one half of about 89 acres of land in said County which land was her separate estate and in her own right. The said Rebecca continued to own and control said land and hold the same in her own right as her separate estate until the 17th day of October 1863 when the said defendant entered into an agreement and arrangment with said Rebecca whereby it was mutually arranged and agreed that the said Rebecca should sell her said land to one J. B. Haines and that the money therefor should be placed in the hands of the said defendant to be safely kept and used for the use and benefit of the said Murdulia. The said defendant then agreed with said Rebecca that if she would so sell and dispose of the said lands and let him have the proceeds to use that he would faithfully account to her for the use of the said Murdulia or the said Murdulia directly for all the proceeds of said lands with interest and all accumulations thereof.

The said Rebecca being then the owner of the said estate in her own right fully informed the said defendant that she designed said lands or the proceeds thereof to go to her said child the said Murdulia and being assured by the promises and agreements of said defendant that he would so faithfully apply the proceeds of said land the said Rebecca on the said 17th day of October 1863 executed a deed of conveyance to said J B Haines for said lands for the sum of Nine Hundred and Thirty seven + 50/100 Dollars. ($937 50/100) which money was then turned over to said defendant in trust as aforesaid.

The said defendant has ever since kept and had the use of said money and frequently the said Rebecca in her life time requested the said Defendant to account to her for said Murdula or to said Murdula for the proceeds of said lands, but he kept putting her off by promises and pretences and at one time when she threatened him with litigation he refused to let her longer live with him and for a short time they lived apart. until said Rebecca abandoned the intention to litigate with him and was permitted to return. At the time he received the said money in trust as aforesaid there was no definite fixed time for him to account and pay over the same to or for the use of said Murdula but it was to be after she became of age and married. The said Murdulia became of age about the 28th day of Dec. 1869 and was married during the year 1868 at which time the said Defendant was requested to account to said Rebecca for the use of said Murdula or to said Murdula for the proceeds of said lands, but the said defendant made excuses and delays and finally about the 1st day of December 1869 gave to said Murdula a horse to apply in part on the proceeds of the said trust found in his hands and verbally agreed to make full account within a short time which he has neglected and refused to do.

The Plaintiffs say that the said Rebecca from the time of her said marriage continued to be the wife of said Defendant and lived with him (except the short time they were separated as hereinbefore mentioned) until her death which occured on the 8th day of July 1882

The said Rebecca left no debts and no administrator or other person has been appointed to administer upon her estate that she left no property to administer except the trust fund herein named and she died intestate Her funeral expenses having been all paid by her said husband no administration on her estate has been required and the plaintiff is her only heir and legal representative. The Plaintiffs further say that during the lifetime of the said Rebecca it was impossible for her or for the Plaintiffs to bring suit to compell

an account by said Defendant without causing domestic discord and distress and for that reason the same was not began The Plaintiffs say that the said Murdulia is now intermarried with the said Clinton Butler and that she is the sole beneficiary under said trust and the time for said defendant to account has fully elapsed and he still neglects and refuses to make said account or to pay the Plaintiffs any part of said sum due her by the terms of said trust.

The Plaintiffs say that the value of the use of money during all the time the said Defendant has had the same has been equal to eight per cent per annum and that the said defendant received said money in trust for the said Murdulia on the 17th day of October 1863 at which time interest began to run

The Plaintiffs say that all the agreements and promises of said Defendant in regard to accounting for said moneys were not in writing but were oral agreements made with his said wife and which were acted upon and carried out by her in good faith but that in equity and good conscience said Defendant should now account to this Plaintiff Murdulia for the said moneys so by him in trust received as well as the interest thereon.

Wherefore the said Plaintiffs pray that an account be taken of said trust property together with all and singular the interest, uses, profits and income thereof and that the said Defendant may be adjudged to account fully and faithfully in regard to his doings as such trustee and that the just and proper sum to the said Plaintiff Murdulia may be found by the Court and the said Defendant ordered to pay the same to the Plaintiff Murdulia within a short day to be named by the Court and that upon default that execution may issue for the same as upon judgments at law and for all proper relief.

J L Cameron Atty for Pltff.

State of Ohio Union County ss. Murdulia Butler being first duly sworn deposes & says that the facts stated and allegations made in her foregoing Petition are true as she verily believes.

Murdulia Butler

Sworn to before me by said Murdulia Butler and by her signed in my presence this 8th day of December 1882.

Greenbamp. Marion Co. O. J. T. Martin J.P.

Precipe Clerk. Issue summons upon the within Petition returnable according to law. Suit for equitable relief. Amount claimed $25,000

J. L. Cameron Atty

Summons

Sheriffs Return

Entry

Entry

Answer

On the 31st day of March A.D. 1883 a 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 Union, Greeting: We command you to notify John Chapman that he has been sued by Murdulia Butler et al, in the Court of Common Pleas of Union County, and that unless he answers by the 28th day of April A.D. 1883 the petition of the said Murdulia Butler 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 9th day of April A.D. 1883.

Witness my hand and the seal of said Court this 31st day of March A.D. 1883.

Seal

J.L. Burgner, Clerk.

In action for Amount Claimed $2500.00

Sheriff's Return

The State of Ohio Union County ss. Received this writ March 31st A.D. 1883 at 2 o'clock P.M. and pursuant to its command on the 9th day of April A.D. 1883 I served the same by delivering a true copy of this writ with all the endorsements thereon to the within named Defendant. Service .30 Mileage $3.36 Total $3.86

John Hobensack Sheriff.

Afterward on the 2nd day of May 1883 the following entry was made on the Journal of said Court, to-wit:

Entry

Murdulia Butler et al
vs
John Chapman

This cause continued with leave to defendant to plead by June 15th next.

Afterward on the 11th day of May 1883 the following entry was made on the Journal of said Court, to-wit

Entry

Murdulia Butler et al
vs
John Chapman.

Cause continued with leave for Defendants to answer by the 15th day of June 1883

On the 26th day of May 1883 the following Answer was filed with the Clerk of said Court which reads as follows to-wit:

Answer

Murdulia Butler and Clinton Butler Plaintiffs
vs
John Chapman Defts.

Court of Common Pleas Union County O.

The Defendant for answer to Petition of Plaintiffs admits.

1st That the said Murdula Butler is the only child of said Rebecca Chapman deceased.

2d The marriage of said Rebecca Chapman with defendant as alleged

and that she lived with him as his wife until her death
3d That said Murdulia Butler, made her home with
defendant until her marriage. 4th That said
Rebecca Chapman owned the interest in said Eighty-
nine acres of land mentioned in plaintiffs' petition, and
that defendant joined with her in the conveyance of the
same to said James B Haines. 5th The said Rebecca
left no debts at her death, and no property on which to ad-
minister and no administrator was appointed, and that
her funeral expenses were paid by defendant as alleged.
And defendant admits the marriage of said Murdulia to
said Clinton Butler, said Butler being her second hus
band. And the defendant denies each and
every other allegation contained in said petition and
asks to be dismissed with his cost &c.

Porter & Porter & Robinsons Attys for Deft

The Defendant John Chapman being sworn makes
oath that the facts stated in the foregoing answer are
true as he believes.

John Chapman.

Sworn to by John Chapman before me and signed
by him in my presence this 26th day of May A.D. 1883
L. Burgner, Clerk.

On the 16th day of April the following motion was filed
with the Clerk of said Court. to-wit:

Murdulia Butler et al
vs
Clinton Butler

Motion

The Defendant moves the Court to
require the plaintiffs to give security for costs because the
plaintiffs are non residents of this County of Union Ohio.
The Defendant says the delay in making this motion
early in the history of the case was caused by what he
understood to be and understanding that the plaintiffs
would give such security without the order of the
Court.

Petition
42/8

Porter & Porter & Robinson & Pilsen Attys for Deft

Afterward on the 17th day of May 1884 the following entry
was made on the Journal of said Court which reads as follows.

Murdulia Butler et al.
vs
John Chapman.

Entry

This day came the parties by their
attorneys and thereupon this cause came on to be heard
upon the pleadings of the parties and evidence and
was argued by counsel and submitted. On consid-
eration whereof the Court being fully advised in the
premises do find the equities of the case to be with
the plaintiff That the said defendant received the

money stated in said petition and that in equity he should account to the Plaintiff in the sum of One Thousand Dollars. It is therefore considered adjudged and decreed by the Court that the said Defendant pay to the Plaintiff the said sum of One Thousand Dollars the sum so as aforesaid found due together with the costs of this suit. And it is further ordered and decreed that if the said Defendant fail for three days to pay said money and costs then that execution issue therefor as upon judgment at law. Thereupon the defendant gave notice of his intention to appeal this case to the Circuit Court and the Court fix the bond for appeal at $2000. Plaintiff's also gave notice of intention to appeal and the court fix the bond at $2000.

Attest: J. D. Burgner Clerk.

Pleas before his Honor John A Price Judge of Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and of the Third Sub-division of the 18th 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 8th day of May 1885 a petition was filed with the Clerk of said Court which reads as follows:

Court of Common Pleas of Union County Ohio

Petition #218

Velonis J. Hills Plaintiff

vs

Seth. S. Gardiner Assignee of John Lewis and Charles Knight late partners under the firm name and Style of Lewis & Knight Defendants.

Velonis J. Hills. Plaintiff says that he is and ~~son sun~~ a prior long prior to the month of July 1882 and for more than 10 years last past has been engaged in the business of Wholesale Groceries in the City of Delaware, County of Delaware, State of Ohio. and that during the year of 1882 and prior thereto and up to a day in the month of November A.D. 1882 (the precise date Plaintiff is unable to state more certainly) said John Lewis and one John L. Graham partners under the firm name of Graham & Lewis were engaged in the business of retail Grocers at the town of Richwood and County of Union aforesaid, and as such were customers of the Plaintiff That between the 18th day of July 1882 and the 8th day of November A.D. 1882 said Plaintiff sold and delivered to said Graham and Lewis at divers times for the supply of the said Store

& goods & Groceries goods to the amount & $899.12. That a sale & said Store Stock & goods was by said firm & Graham & Lewis made to a new firm & co partnership composed & said John Lewis and Charles Knight as aforesaid in the month & November A.D. 1882 and between the 9th day & said November and the 24th day & said November 1882 That the said firm & Graham and Lewis on and at divers times prior to said 9th day & November 1882 made payments on said account as follows:

September 25th 1882 Cash $100.00. Oct. 10th 1882 cash 117.91. October 23d 1882 $70.00. November 8th 1882 by deduction $1.00 November 9th 1882 cash $100.00 or $388.91 Leaving due to plaintiff at the time & said sale & said Store by said Graham & Lewis to said Lewis & Knight the sum & $510.21 & a balance on account.

That in said month & November 1882 as aforesaid said firm & Graham and Lewis, sold said Stock and Store & goods and Groceries to said firm & Lewis & Knight as aforesaid and as a part & the price and consideration for said sale to said Lewis and Knight & said Stock & Store said Lewis & Knight as such co partners did promise to and agree with said Graham & Lewis that they said Lewis & Knight would pay to said plaintiff said balance & said account, to-wit: said sum & $510.21 and did then and for said consideration assume said indebtedness That said agreement was made for the benefit & said plaintiff: and as soon as the same came to his knowledge he did assent to the same and did accept said promise and said firm & Lewis & Knight did within a few days thereafter said sale & in the said month & November 1882 promise and agree with plaintiff to pay said indebtedness and said debt thereafter became and was the debt to plaintiff & said firm & Lewis & Knight.

Plaintiff further says that afterwards said Lewis & Knight paid to plaintiff on said balance & account & on said indebtedness the following payments and at the times following, to-wit: November 24th 1882 cash $100.00 December 6th 1882 Cash $60.00 December 18th 1882 Cash $50.00. Jan 3d 1883 Cash $100.00 January 15th 1883 cash $50.00 making the sum & said payments $360.00 Leaving due from said Lewis & Knight on said account said sum & $150.21 which sum is due and unpaid and nothing has been paid thereon and there are no credits or offsets thereto. And there is justly due the plaintiff thereon said sum & One Hundred and fifty Dollars and twenty one cents. with interest thereon from the 26th day & February 1883. Plaintiff further says that said firm & Lewis & Knight continued in said business until the 6th day & February 1883 on which day said firm & Lewis & Knight made and executed a deed & assignment, and thereby assigned for the benefit & their Creditors & said Lewis & Knight their said stock, and Store & goods & Groceries, and the assets & the said firm & Lewis & Knight to the defendant Seth

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S. Gardiner who filed said assignment in the Probate Court of Union County Ohio and duly gave bond & was confirmed as such assignee & entered on the discharge of his duties in conformity to the Statutes in such case made and provided. That on the fifth day of March A.D. 883 said Plaintiff presented to said assignee said Seth S. Gardiner for filing and allowance as a valid claim against said estate of said Lewis & Wright, the said claim & account and did attach thereto and made his affidavit setting forth that said claim was just & lawful, the nature and consideration thereof; what payments had been made thereon, that there were no credits or offsets thereto other than as thereon & herein stated, that there were no ——— thereto, that Plaintiff had not & never had any personal or collateral or other security therefor and that there are justly due him thereon said sum of $1502.21 with interest from the 26th day of February 1883. Thereupon said assignee did then reject said claim as a valid claim against said estate of Lewis & Wright and did endorse his said rejection thereon. Which said account & said affidavit thereto is hereto attached marked Exhibit "A"

Wherefore Plaintiff prays judgment against said assignee said Seth S. Gardiner, that he shall allow said claim with the interest thereon as aforesaid in settlement of said agreement and trust; together with his costs. And that he shall pay what shall be due on said claim & payable under the statute in such case made and provided and under the order of the Court and that plaintiff may have such other and further relief as he may be entitled by law.

By Carpenter Vandemans Attys

The State of Ohio Delaware County ss. Velonis T. Hills being sworn says that he is the Plaintiff in the foregoing entitled action & petition and that the facts stated and allegations made in the foregoing petition are true as he believes

Velonis T. Hills

Sworn to by Velonis T. Hills before me & by him subscribed in my presence this 8th day of March A.D. 1883.

William A. Hall. Notary Public.
in & for Delaware County Ohio

Notary Fee 40¢
Paid by plaintiff

Marysville Union County Ohio.

I do hereby waive the issuing and service of Summons & process herein & enter my appearance in the within action.

S. S. Gardiner Assignee
for Lewis & Wright

Statement of Account

Exhibit "A" Delaware O. Feby 24th 1883

Messrs Graham & Lewis In Acct with V. J. Hills. Dr

1882	July 18th	To Bill Mdse	$11.61	July 18th	To Bill Mdse	$132.86
"	"	"	To Bill Mdse & Mon	$26.00	" 22d	"	"	"	15.25
"	"	24	"	"	"	14.13	Aug 1st	"	"	"	36.43
Au	Augt 4th	"	"	"	14.63	" 15	"	"	"	97.16
"	"	28th	"	"	"	82.95	Sept 4th	"	"	"	48.90
"	Sept 12th	"	"	"	49.29	" 16th	"	"	"	28.25
"	"	26th	"	"	"	114.88	Oct 11th	"	"	"	47.85
"	Oct 11th	"	"	"	1025.60	" 14th	"	"	"	13.13
"	"	27th	"	"	"	80.07	" 28th	"	"	"	3.00
"	"	30th	"	"	"	34.00	Nov. 7th	"	"	"	17.00
"	Nov. 8th	"	"	"	13.13					
						Total					899.12

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"	Sept. 25th	By Cash	$100.00	Oct. 18th	By Cash	117.91
"	Oct. 23d	"	"	70.00	Nov. 8	By Deduct	1.00
"	Nov. 9th	"	"	100.00	" 24	" Cash	100.00
"	Dec. 6th	"	"	60.00			
1883	"	18th	"	"	50.00		
1883	Jany 3d	"	"	100.00	Jan 15th	"	"	50.00
						Total		$748.91
						Balance		150.21

Affidavit

The State of Ohio, Delaware County, ss. Velorus J. Hills being sworn on his oath says that he is and was for a long time prior to the month of November 1882 a wholesale Grocer, That prior to that time the firm of Graham & Lewis in the town of Richwood in Union County Ohio. composed of ~~for the~~ Graham and Lewis had purchased goods for the use of said firm to be used in their Grocery store for retail. and became indebted therefor and are indebted therefor in the sum of Five Hundred & Ten dollars and twenty one cents - balance. That being so indebted, in the Month of November 1882 the said firm of Graham & Lewis sold their stock and Store of goods to the firm of Lewis and Wright - which last named firm succeeded the firm of Graham & Lewis in said business. And affiant says that at the time of said sale said Graham & Lewis were so as aforesaid indebted to this affiant in said balance or account of $510.21 That as part of the transaction of said sale to said Lewis & Knight, they in consideration thereof, assumed and agreed to pay to the affiant said indebtedness of Graham & Lewis, to-wit said sum of $510.21. And thereupon afterwards paid to the affiant on said balance the following payments

Nov. 24th 1882 the sum of $100. Dec. 6th 1882 $60.00
Dec 18th " " " 50. Jan 3d 1883 100.00
Jan. 15th 1883 " " " 50. Total. 360.00

Leaving unpaid on said account, the sum of One Hundred and Fifty Dollars and Twenty one cents

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Said account is hereto attached. Affiant says there is now due herein from said Lewis & Knight on said account & demand by reason of the premises, the said sum of $150.21 with interest thereon from the 26th day of February 1883. That said claim is just and law ful. That the consideration thereof is as above stated That there are no credits nor set offs / thereto That no payments have been made on said account other than as above stated, and that he has not & never had any collateral or personal security therefor, whatever

Vdoms T. Hills

Sworn to by Vdoms T. Hills before me and by him subscribed in my presence this 3 day of March 1883

F. M. Joy Notary Public

(Seal)

Endorsed Presented March 5th 1883 & rejected for the reason that it is not a valid claim against Knight & Lewis.

S.S. Gardiner Assignee

Afterward on the 17th day of April 1883 the following entry was made on the Journal of said Court to-wit

Entry

Vdoms T. Hills }
vs }
S.S Gardiner Assignee }

Leave granted to the Defendant to file answer instanter

Afterward on the 17th day of April 1883 the following answer was filed with the Clerk of said Court which reads as follows, to-wit:

Answer

Vdoms T. Hills Pltff } In Court of Common Pleas
vs } Union County Ohio.
Seth S. Gardiner Assignee }

Now comes the said Seth S. Gardiner Assignee of Lewis & Knight Defendant and for answer to the petition of the said Plaintiff herein says: He admits that he is the duly appointed and qualified Assignee of John Lewis and Charles Knight late Partners as stated in the petition And also further admits that said claim was presented to him as said Assignee and rejected by him as set forth in said petition. He further states that the other facts stated in Plaintiffs petition are not within his knowledge as Assignee and therefore he is unable to state whether the said facts are true & correct or not. He therefore denies each and every other allegation in said petition contained.

S.S. Gardiner

State of Ohio Union County ss. The Defendant S.S. Gardiner being duly sworn upon his oath says that the facts and allegations in the foregoing answer are true as he verily believes

Seth S. Gardiner.

Sworn to and subscribed before me by the said

Seth S. Gardiner this 17th day of April 1883
Seal
J. D. Burgner, Clerk.

Afterward on the 1st day of September 1883 the following answer was filed with the Clerk of said Court which reads as follows, to-wit:

Answer

Velorus T. Hills Plaintiff
vs
Seth S. Gardiner as Assignee of Lewis & Knight Defts

State of Ohio Union County s.s.
In the Court of Common Pleas.

Charles Knight one of the firm of Knight & Lewis assignors now comes and by leave of the Court having been made party hereto for his separate answer to the plaintiffs petition says: That he has a special interest in the controversy in this case and that he denies that said firm of Knight & Lewis is indebted to said plaintiff in any sum whatever upon the claims set forth in said petition and denies that said firm ever agreed to pay the same. This defendant further says That at the time he purchased a half interest in said Store of Graham and Lewis that it was represented to him by said old firm of Graham & Lewis that the total indebtedness of said firm would not exceed from $1700. to $2000. and that the value of said stock of goods at a fair invoice would at the cost price thereof would be and was five thousand dollars and upon said representations and believing the same and having no means of knowing the contrary this defendant bought a half interest in said store and on the condition that said representations were true. Said Charles Knight agreed that the new firm of Knight and Lewis would pay of the old debts as a part of the consideration to be paid for said interest and the balance this defendent paid in money and notes. That said representations were not true, the indebtedness of said firm of Graham & Lewis was $3600 00 and the stock of goods at a fair invoice at cost price would not and did not exceed $2000 00 That said Graham & Lewis at the time they made said representations knew they were not true. The agreement to pay the old debts was solely on the consideration that said representations were in fact true and when they proved to be false the consideration therefor failed, and to enforce the same would be a fraud upon this defendant. This defendant has more than paid the full value for said half interest in said goods by money and notes as aforesaid That said plaintiff was not a party to said agreement and never released any claim on said firm of Graham & Lewis and on his part contributed no consideration for said agreement but still has and holds his claim against said Graham & Lewis The defendant says that the firm of Knight

and Lewis made new debts after he purchased his interest in said Store and that the property assigned to said Gardiner should go to pay the real creditors of said Knight & Lewis for which purpose said assignment was made. Thus defendant therefore prays that the prayer of said petition may be denied and the same dismissed and for all proper relief.

J. L. Cameron Atty for Defendant
Charles Knight.

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

Charles Knight.

Sworn to before me and signed in my presence this 1st day of September 1883.

(Seal) J. Q. Burgner, Clerk.

On the 22d day of January 1884 the following motion was filed with the Clerk of said Court, to-wit:

Velorus T. Hills Plaintiff
vs
Seth S. Gardiner Assignee & John Lewis and Charles Knight late partners under the firm name of Lewis & Knight Defts.
} Court of Common Pleas of Union County, Ohio.

Now comes the Plaintiff and moves the Court to strike out & cancel & make the order heretofore made & entered on the Journal of this Court at the instance of one Charles Knight granting said Knight leave to file an answer in this case on the following grounds. 1st Said leave was taken at a time when this case was not properly before this Court. 2d Said leave was taken without notice to Plaintiff & information only came to Plaintiffs counsel on the day of the filing thereof. 3d Said order granting said leave to file said answer is unauthorized by law. said Knight not being a necessary or proper party defendant in said action & not having been made a defendant therein 4th The granting of said leave was irregular, erroneous & detrimental to the rights of the Plaintiff in this case and changes the character of the action in which said leave was taken

By Carpenter & Van Deman Attys for Pltff

Afterward on the 22d day of January 1884 the following motion was filed with the Clerk of said Court which reads as follows. to-wit:

Velorus J. Hills Plaintiff
vs
Seth S. Gardiner Assignee
John Lewis & Charles Knight
late partners under the firm
name of Lewis & Knight Defts

Court of Common Pleas of Union County Ohio.

Now comes the Plaintiff V. Velorus J. Hills and moves the Court herein to order to be stricken from the files of this Court in this case the answer of Charles Knight filed herein for the following reasons 1st The order granting leave to file said answer was irregular, erroneous and unauthorized by law & without notice to the Plaintiff and of which he was not bound to take notice.
2d Said Knight is not a proper party defendant in said case. 3d The matter set up in said answer is not to said case and not an answer in said case & is not such matter as may properly or lawfully be set up by answer in said case.
4th Said Knight has no interest in the said action.
5th Said answer & the filing thereof is not authorized & permitted by the laws of Ohio, and the matter set up & the filing thereof is prejudicial to the rights of the Plaintiff

By Carpenter Vandeman Atty for Plff

Afterward on the 24th day of March 1855 the following entry was made on the Journal of said Court which reads as follows, to-wit:

Entry

Velorus J. Hills Plaintiff
vs
Seth S. Gardiner Assignee & John Lewis & Charles Knight late partners under the firm name of Lewis & Knight Defendants

This day this cause came on to be heard upon the motion filed herein by the Plaintiff to strike out and cancel the order heretofore made and entered on the Journal of said Court. Whereupon leave is given to the Plaintiff to withdraw said motion. And thereupon this cause was further heard on the motion filed herein by Plaintiff for an order to strike from the files of the Court in this case the answer of said Charles Knight filed herein. On consideration whereof the Court doth sustain said motion. And it is therefore ordered and adjudged by the Court that said answer of said Charles Knight be stricken from the files. Thereupon this cause came on to be further heard upon the issues made by the petition of the Plaintiff and the answer of said Defendant Seth S. Gardiner as assignee of said John Lewis and

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Charles Knight partners as aforesaid. Whereupon neither party requiring a jury and the same being expressly waived the cause was submitted to the Court upon the pleadings & entries, and thereupon the Court being fully advised in the premises doth find for the plaintiff & that the allegations of the plaintiff's petition are true.
The Court further finds that the claim of the plaintiff against the estate of John Lewis & Charles Knight partners as aforesaid so assigned is just and that he is entitled to have the same allowed in the sum of One Hundred and Sixty eight Dollars and twenty three cents being the amount of said claim & interest due plaintiff on said balance up to the 26th day of February 1885. It is therefore ordered considered and adjudged that the said Defendant Seth S. Gardiner as assignee of said John Lewis & Charles Knight late partners under the firm name of Lewis & Knight, allow said claim of the plaintiff as above found, in the settlement of his trusts as such assignee. It is further considered that the said Velona T. Hills plaintiff from the said Seth S. Gardiner as assignee as aforesaid his costs herein expended taxed to Dollars.

Attest: J. D. Bourgeois, Clerk.

Pleas before his Honor John A. Price Judge of a Court of Common Pleas, begun and held at the Court House in the town of Marysville, within and for the County of Union & the Third Sub-division of the 15th Judicial District of the State of Ohio, on the 16th day of February in the year of our Lord One Thousand Eight Hundred & Eighty Five

Heretofore, to-wit: on the 25th day of July 1884 the following petition was filed with the Clerk of said Court which reads as follows, to-wit:

Lester Oliver and
Andrew H. Thompson Pltffs
vs
The Village of Magnetic
Springs and Wm. Liggett as
Treasurer of Union County O.
Defendants.

Petition
#560

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

The said Plaintiffs say: That they are both owners of Real Estate within the Village of Magnetic Springs in said County and that said Village is duly incorporated under the laws of Ohio and is a Municipal corporation. That said William M. Liggett is the Treasurer of said County of Union and as such has charge of the collection of the taxes and assessments made upon

the tax duplicate of said County. The Plaintiffs are both owners of several acres of Real Estate situate on the north side of Bokes Creek which stream courses through said village. The said village lies mostly on the South side of said creek and the creek is the natural outlet for all ditches sewers & drains in said village. During the present year the said village by its Council has undertaken to construct a large sewer through said Village on the South side of said Creek and in an ordinance provided ~~for~~ that purpose. Provided that the costs & expenses of construct-ing said Sewer should be by the foot front assessed upon property abutting upon said Sewer and under said ordinance proceeded to the work of letting out the contract and constructing of said Sewer. The plaintiffs say that said Sewer in no manner benefited their said lands the same being on the opposite side of said Creek and that none of said lands abutted upon said Sewer or land in the vacinity thereof. That said Village has now through its Council levied on the said lands of the plaintiffs for the alleged purpose of paying for said Sewer, an assessment of three and a half mills on the dollar valuation and claim the right to continue to levy semi annual installments of a like amount for the term of five years. The said Village wrongfully and unlawfully through its council has issued pretended bonds of said Village to raise funds to pay for said Sewer and has some of said pretended bonds of said Village now in its possession threatening to sell and dispose of the same and to pledge the faith of said Village to the payment of said bonds & claims now a right to levy taxes generally upon the property of said Village to pay said pretended bonds. The Plaintiffs say that the action of said Village in issuing said bonds and in making said levy is illegal & void for the reason that the laws of Ohio do not authorize the same to be done. That the original ordinance under which said Sewer was constructed provided that the costs and expenses thereof should be assessed upon abutting property. That no legal notice was given and no legal election held upon the subject of issuing said bonds. That no legal ordinance has been passed authorizing the issuing of bonds for said Sewer. That if bonds were issued legally, assessments to pay them could only legally be made upon property abutting upon said Sewer or benefited by the same. That the action of said Village in making said assessment is illegal and void and wholly arbitrary and against the rights of these Plaintiffs. The said pretended levy of 3½ mills on the dollar valuation of the property of these plaintiffs as aforesaid has already been carried into the tax duplicate of said County and said Treasurer will if not

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restrained by order of this Court proceed to enforce the collection of the same. That said lands of these plaintiffs do not need drainage being already provided therewith. The said Village is demanding of the said Treasurer the collection of said illegal tax and said Village and said Treasurer are threatening to enforce the collection of illegal assessments by legal proceedings and said levy having been carried onto the tax duplicate is now a cloud upon the title of the land of these plaintiffs. The plaintiffs are both taxpayers of said Village and there is no solicitor of said village or legal adviser thereof.

These plaintiffs say that to permit said defendents to go on and enforce the collection of said tax and to permit said Village to continue making other and further assessments to pay for said pretended bonds would cause to these plaintiffs great and irreparable damage. That the whole amount of bonds issued by said Village is as the plaintiffs are informed and believe $1000.00 payable in semi annual installments of $200.00 for five years. Some of which have been sold but the greater part of which are still in the hands of said counsel of said Village and said Village is threatening to sell and dispose of the remainder of said pretended bonds.

Wherefore the plaintiffs pray that the said Village may be enjoined from further proceeding with said illegal levy and from making any further effort to collect or enforce the same and that said Village may be enjoined from making any further levy or assessment upon the lands of these plaintiffs or either of them for the construction of said Sewer or any pretended bonds issued for the construction thereof and said Treasurer may be enjoined from taking any steps to enforce the collection of said illegal assessments and that the same may by ordered of the Court be cancelled from said duplicate and for all proper relief.

Cameron & Woodburn Atty's for Pltffs.

State of Ohio Union County ss Lester Oliver & A.H. Thompson being duly sworn say they are the plaintiffs in the above named and that the facts stated and allegations made in their foregoing Petition are true.

Lester Oliver
A.H. Thompson.

Sworn to before me and signed in my presence this 25th day of July 1884

O.B. Martin
Justice of the Peace

Injunction allowed as prayed for in the petition, on plaintiffs giving bond to the defendants in the sum of One Hundred Dollars conditioned according to law with surety to the acceptance and approval of the Clerk of the Court of Common Pleas of Union County, Ohio.

Fees. Probate Judge
$2.00 paid by Pltffs

John B. Coats
Probate Judge

On the 25th day of July 1884 an order of Injunction was filed with the Clerk of said Court, to-wit:

Order of Injunction.

Lester Oliver and
Andrew H. Thompson
vs
The Village of Magnetic Springs & The Treasurer of Union County

Before the Probate Judge Union County Ohio
June A.D. 1884
Motion for Temporary Injunction in the Court of Common Pleas of Union County, Ohio.
And now on this 25th day of July 1884 came the plaintiff by Cannon & Woodburn their 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 and the affidavit therein filed, and after hearing the argument of Counsel and being fully advised in the premises. It is considered and ordered that a temporary injunction be and the same hereby is allowed in this case to restrain the said defendants from collecting or attempting to collect by distraint or otherwise any tax levied on the plaintiffs lands for the purpose of paying for any sewer or sewer bonds by or in said Village. And to restrain said Village from making any further assessment upon the lands of the plaintiffs or either of them for the purpose of paying said sewer bonds or for said sewer the lands herein referred to being the lands described in the petition in this case as prayed for in said petition of plaintiffs. It is further ordered that the Clerk of the Court of Common Pleas issue summons in this case endorsed injunction allowed on said plaintiffs giving 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 $100 00/100

John B. Coats. Probate Judge.

On the 25th day of July 1884 the following Undertaking was filed with the Clerk of said Court, to-wit:

Lester Oliver and
Andrew H. Thompson
vs
The Village of Magnetic Springs and W. M. Liggett Treasurer of said County

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

We bind ourselves to said defendants

Praecipe

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The Village of Magnetic Springs & Wm M Liggett as Treasurer of said County in the sum of One Hundred Dollars that the said Plaintiffs Lester Oliver & Andrew J. Thompson 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. July 25th 1884.

A J Thompson. Lester Oliver
R M Henderson.

This undertaking approved by me this 26th day of July 1884

J Q. Burgner. Clerk.

Lester Oliver et al
vs
The Village of Magnetic Springs et al

Praecipe

3
3 Court of Com. Pleas. Union Co. O.
3

To the Clerk of said Court:

Issue Summons in the above case For the Village of Magnetic Springs and William M Liggett as Treasurer of Union County. Endorse, Injunction allowed returnable according to law.

Cameron & Woodburn Attys for Plffs

On the 25th day of July 1884 a 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 Union, Greeting: We command you to notify The Village of Magnetic Springs, O. & Wm M Liggett Treasurer of Union County, O. that they have been sued by Lester Oliver and Andrew J. Thompson in the Court of Common Pleas of Union County, and that unless they answer by the 23 day of August A.D. 1884 the petition of the said Plaintiffs against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 4th day of August A.D. 1884. Witness my hand and the Seal of said Court this 25th day of July A.D. 1884.

Seal

J Q Burgner, Clerk.

Endorsed: Injunction allowed.

Sheriff's Return

The State of Ohio, Union county ss. Received this writ July 26th A.D. 1884 and Pursuant to its command on the 26th day of July A.D. 1884 I served the same by delivering a true copy of this writ with the endorsements thereon to the within named Wm M Liggett Treasurer of Union Co O. and O B Martin Mayor of the Village of Magnetic Springs, Union County Ohio. Service .45 Mileage $1.92 Cop. .45 Total 2.77

John Hohensack, Sheriff

Afterward on the 6th day of March 1885 the following entry was made on the Journal of said Court which reads as follows, to-wit:

Entry #650

Lester Oliver et al
vs
Village of Magnetic Springs et al

Now came the parties herein by their attorneys and thereupon this cause came on to be heard on the pleadings and evidence, and was submitted to the Court; On consideration whereof the Court find on the issue joined for the plaintiff and that the plaintiffs are entitled to the relief prayed for in their petition It is therefore on motion of the plaintiffs adjudged and decreed that the injunction heretofore granted in this action be and the same hereby is made perpetual. It is further considered that the said plaintiffs recover from the said Defendants their costs herein expended taxed at $

Attest: J. D. Brougher, Clerk.

Pleas before his Honor John A. Price Judge of a Court of Common Pleas, begun and held at the Court House in the town of Marysville, within and for the County of Union and of the Third Subdivision of the 10th Judicial District of the State of Ohio on the 16th day of February in the year of our Lord One Thousand Eight Hundred & Eighty Five.

Heretofore, to-wit: on the 14th day of February 1885 the following Petition was filed with the Clerk of said Court, which reads as follows, to-wit:

Petition #761

Morris N. Hill
vs
Charles B. Huston 2nd
James Wm Huston
} Court of Com. Pleas, Union County, Ohio.

The plaintiff says, on or about the 13th day of April 1882 & the 13th day of May 1882 The Defendant Charles B. Huston executed and delivered to the Defendant James Wm Huston, on the purchase money of the premises herein described, his three promisory notes (Copies of which, together with the endorsements thereon, are hereto attached, marked "Exhibit A" "Exhibit B" & "Exhibit C" and made a part of this Petition) and thereby promised to pay to the order of said James N. Huston $275 on April 1st 1884 and six percent interest from date. $275 on April 1st 1885 and 6 per cent. interest from date. & $805 on May 9th 1887 with 6 per cent interest from date & payable Sept. 1st 1882, March 1st 1883. Sept. 1st & March 1st of each year thereafter, for value received. The said Charles B. Huston also on or about the 13th day of May 1882, to secure the payment of said notes, executed and delivered to said James N. Huston his mortgage deed and thereby conveyed to said James Wm Huston the following lands situated in the Township of Taylor, County of Union and the State of Ohio. and part of U.S. Military Survey No 5646 and bounded and described as follows

Beginning at a stake and stone (in the place of a Linn, Buck and Ash North East corner to said Survey No 5646. Thence with the North line of said Survey N 88½° W 78 75/100 poles to a stone in the center of the Richwood & Bokes Creek Gravel road. Thence with the center of said road S. 15½° E 98 50/100 poles to a stake ash the corner of Lot No 8 of a subdivision of the lands of Joseph T. Styer deceased Thence with the North line of said Lot S 80½° E 43 50/100 poles to a stone corner to lot No 8 in the east line of said Survey No 5646 Thence with said line N 9½° E. 68 poles to the beginning. Containing 27 acres. And being Lot No 7 of said Sub-division as what recorded in Common Pleas Court of Union County Ohio, Law Record No 15 Page 89. The condition contained in said mortgage was in substance that if the said Charles B. Huston should pay or cause to be paid said notes as they become due according to the terms therof then said Conveyance to be void otherwise the same to be and remain in full force and virtue in law forever. On the 22d day of December 1882 at 12 o'clock M said mortgage was duly filed with the Recorder of said County of Union and the same was by him recorded on the 28th day of December 1882 in Volumn 20 Page 348 of Union County Records of Mortgages. On or about the 21st day of December 1882 the said James Wm. Huston for a valuable consideration transferred by endorsment as will more fully appear by reffernce to said notes, said notes and assigned said mortgage to Morris W. Hill the plaintiff herein, who is now the legal owner and holder thereof. Plaintiff further states that said deed has become absolute. There is now due and remaining unpaid upon said note marked "Exhibit A" the sum of $275.00 with 6 percent interest thereon from April 13th 1882 and there will be due on the note marked "Exhibit B" April 1st 1883 the sum of $275.00 and interest thereon at 6 percent. from April 13th 1882. and there will be due on said note Marked "Exhibit 6" on the 9th day of May 1887 the sum of $800 and interest thereon at 6 per cent from Sept 1st 1884 payable as therein stated no part of which has been paid Therefore plaintiff prays that he may have judgment against said Charles B. Huston on said note marked "Exhibit A" for the sum of $275.00 and interest thereon at 6 per cent from the 13th day of April 1882 and interest at 6 percent on $800 as per the terms mentioned in note marked "Exhibit 6" from May 13th 1882 to Sept 1st 1884 That said Mortgage may be foreclosed said premises be ordered to be sold, and the proceeds applied to the payment of said plaintiffs claim according to law and that he may have execution for the balance

L L Gardiner Atty
for Plaintiff

State of Ohio Union County ss. Morris H. Hill being duely sworn says; the facts and allegations in the foregoing petition are true as he verily believes.

M. H. Hill.

Sworn to and subscribed in my presence this 13th day of February 1885

(Seal) O. K. Kerr Notary Public.

Notes "Exhibit A" $275.00 Marysville Ohio. April 13th 1882

April 1st A.D. 1884 after date I promise to pay to the order of James Hilliam Huston Two Hundred & Seventy five dollars at 6 per cent interest from date- value received. This note is secured by mortgage on Real Estate.

Charles B. Huston

Indorsed: James Hilliam Huston.

"Exhibit B" $275.00 Marysville O. April 13th 1882

April 1st A.D. 1885 after date I promise to pay to the order of James Hilliam Huston Two Hundred & Seventy five dollars with 6 percent interest from date - value received. This note is secured by mortgage on Real Estate.

Charles B. Huston

Indorsed: James Hilliam Huston.

"Exhibit C" $800.00 Marysville O. May 13th 1882

May 9th 1887 after date I promise to pay to the order of James Hilliam Huston Eight Hundred dollars at 6 percent int. from date & payable Sept 1st 1882 & March 1st 83 and Sept 1st & March 1st of each year thereafter- value received. This note is secured by mortgage on Real Estate

Charles B. Huston.

Indorsed: James Hilliam Huston

Praecipe To Clerk: Issue summons for defendants on this petition to Sheriff of Union County returnable according to law. Amt. claimed $275.00 and int at 6 percent from April 13th 82. and $116.70 & int at 6 per cent from Sept 1st 1884 and sale of mortgaged premises.

On the 14th day of February A.D. 1885 the 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 Union, Greeting: We command you to notify Charles B. Huston and James Wm. Huston that they have been sued by Morris H. Hill, 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 the said Morris H. Hill 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 23 day of February A.D. 1885. Witness my hand and the seal of said Court this 14th day of Feb. A.D. 1885.

(Seal) J. D. Burgner, Clerk.

Endorsed: In action for sale of Mortgaged Premises Amount

Sheriff's Return claimed 6 per cent The Stat A.D. 1885 at 17th day ing to the writ with copy. 40

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Entry attorney were or El finds the true. B. Huston the three of the sa and that est on the Jas. Wm. H set forth holder of there is d passed de And ther the sum Court th Defende and his

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claimed $275.00 and 6 per cent from April 13th 1882 and $116.70 & 6 per cent from Sept 1st 1884

Sheriff's Return — The State of Ohio Union County ss. Received this writ Feb. 16th A.D. 1885 at 2 o'clock P.M. and pursuant to its command, on the 17th 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 $5. Mileage $1.92 Copy .40 Total $2.77

M. Hopkins Sheriff By A.W. Goodman Dep'y

Afterward on the 17th day of May 1884 the following entry was made on the Journal of said Court which reads as follows.

Entry — M.N. Hill vs Charles B. Huston et al } Court of Com. Pleas Union County, Ohio.

This day came the plaintiff by his attorney and the defendants being in default for answer or demurer to the petition of said plaintiff the Court finds the allegations therein are confessed by them to be true. The Court further find that the defendant Charles B. Huston executed and delivered to said James Wm. Huston the three several notes as set forth in the petition. That one of the said notes was past due when the petition was filed and that the other notes are not yet due except the interest on the last mentioned note, and that the Defendant Jas. Wm. Huston indorsed said notes as in the petition set forth and that the plaintiff is the legal owner and holder of the same. The Court further find that there is due to the plaintiff on the note which is now passed due with interest thereon the sum of $328.00 And there is due of interest on the last described note the sum of $120.48 It is therefore considered by the Court that the said plaintiff M.N. Hill recover of the Defendant Charles B. Huston the said sum of $448.48 and his costs herein expended taxed at $

The Court further find that the defendant Charles B. Huston executed and delivered to James Wm. Huston the mortgage deed in the Petition described and on the premises therein described and that the same was for a valuable consideration assigned to plaintiff. That said Mortgage was duly recorded in Book No 20 of the Records of Mortgages of Union County Ohio and is the first and best lien on the premises described in the petition and was given for the purchase money of the same. The Court further find that the condition of defeasance in said Mortgage has been broken and that the plaintiff is hereby entitled to have the defendants equity of redemption foreclosed. It is further considered and decreed that unless the said defendants shall within five days from the entry of this decree

pay or cause to be paid to the Clerk of this Court the costs in this case and to the said Plaintiff the sum of $448 18/100 with interest from the date of this decree 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, O. directing him to sell said premises as upon execution and bring the proceeds into Court for further order. And as to the Defendant James Wm. Huston this case stands continued to the next term of this Court.

Afterward on the 3d day of April A.D. 1885 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 17th day of March A.D. 1885 in the cause of M.W. Hill Plaintiff and Charles B. Huston et al Defendants said M.W. Hill obtained a judgment or decree against the said Charles B. Huston for the sum of Four Hundred forty eight & 18/100 Dollars And whereas, it was then and there by said Court ordered, adjudged and decreed that the said Charles B. Huston shall within five days from the 17th day of March A.D. 1885 pay unto the said M.W. Hill the said sum of Four Hundred & forty eight & 18/100 Dollars with interest from the 17th day of March 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 laws, to sell the real estate described in Plaintiff's petition &c. And whereas, the five days aforesaid have fully expired and the said sum of $ 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 & tenements, to-wit:

Situated in the Township of Taylor County of Union and State of Ohio, bounded and described as follows: Part of U.M.S. No 5646 Beginning at a stake and Stone (in place of a Linn, Buck and ash N.E. corner to said Survey No 5646. Thence with the N. line of said Survey N 80½° W 78 7/100 Poles to a stone in the center of the Richwood & Bokes Creek Gravel Road. Thence with the center of said road S 15½ E 98 5/100 Poles to a stake at the corner of Lot No 8 of the Sub-division of the land of Joseph Styer dec'd. Thence with the North line of said lot S. 80½° E 43 5/100 Poles to a stone corner to Lot No 8 in the east line of said Survey No 5646. Thence with said line N 9½° E. 68 Poles to the beginning containing 27 Acres and being Lot No 7 of said Sub-division in the Plat recorded in Common Pleas Court of Union County

See Record Vol 15 Page 89

Sheriff's Return .30 Copy &

Petition 4785

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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 3d day of April A.D. 1885

J.D. Burgner, Clerk
By W.M. Knight Deputy

Sheriff's Return

Returned by order of Plaintiff. Writing Appraisal .30 Copy of Appraisal .30 Notice to Printer .30 Total .90.

M. Hopkins Sheriff
By A.F. Goodman Dep'ty

Attest: J.D. Burgner, Clerk.

Pleas before his Honor John A. Price Judge of a Court of Common Pleas, begun and held at the Court House in the town of Marysville, within and for the County of Union of the third Subdivision of the 10th Judicial District of the State of Ohio, on the 16th day of February in the Year of our Lord One Thousand Eight Hundred & Eighty five.

Heretofore to-wit on the 16th day of March 1885 the following petition was filed with the Clerk of said Court which reads as follows, to-wit:

The State of Ohio Union County ss.

Petition 4785

C.E. Fish. Plaintiff
vs
J.N. Moffit, William Moffit & G.T. Haines. Defts.

} In the Court of Common Pleas.

The Plaintiff says that the Defendants J.N. Moffit, William Moffit & G.T. Haines on or about the 28th day of February A.D. 1884 executed and delivered to the said Plaintiff their Promisory 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 Promisory 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 & Eight Dollars with int. at the rate of 8 per centum per annum, from the 28th day of February A.D. 1885 and for costs of suit.

S.S. Gardiner. Plaintiffs Attorney

The State of Ohio Union County ss. S.S. Gardiner being duly sworn, says that he is the attorney of record of the plaintiff, that this action is brought upon an instrument in writing for the payment of Money only; that said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing petition are true, in substance and in fact.

S.S. Gardiner.

Sworn to by said S.S. Gardiner before me, and by him subscribed in my presence this 18th day of March A.D. 1885

D.L. Burgner, Clerk

(Seal)

Note. "Exhibit A" One year after date, for value received, we jointly and severally, promise to pay C.E. Fish or order One Hundred & Eight Dollars with interest at the rate of 8 percent, per annum, on all unpaid principal & interest after due until paid. interest to be computed every year, with 5 percent attorney fee, if collected. And we or either of us do hereby authorize and empower any Attorney of any Court of Record in the State of Ohio, or elsewhere, to waive the issuing & 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 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 accrue in the rendition of said judgment, and all right to sue out any writ of Error, and our said Attorney is hereby authorized to enter such release on said judgment.

Witness our hands and seals this 28th day of February 1884. P.O. address Byhalia.

J.W. Moffit (Seal)
William Moffit (Seal)
G.T. Haines (Seal)

Answer C.E. Fish Plaintiff
vs
J.W. Moffit, William Moffit & G.T. Haines. Defts

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

By virtue of the Warrant of Attorney attached to the foregoing petition, D.L. Piper an Attorney at Law in the several Courts of Record in the State of Ohio, hereby enter an appearance for said Defendants at the suit of C.E. Fish Plaintiff, against said J.W. Moffit. William Moffit and G.T. Haines Defendant and waive the issuing and service of process therein and confess judgment in favor of the said C.E. Fish against said J.W. Moffit Wm Moffit and G.T. Haines for the sum of One Hundred and Eight

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Dollars & 35 cents, damages, being the amount appearing due for principal and interest on said Promissory note and also for costs of suit, and does hereby release all errors and waive all right of appeal.

L. Piper Defts atty.

Entry

G. E. Fish
vs
J. N. Moffit & Son
Moffit & J. J. Haines

This day came the plaintiff by L. S. Gardiner their attorney and thereupon came L. Piper one of the attorneys of record in 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 said Warrant of Attorney confesses that there is due from said Defendants to said plaintiff as is alleged in said plaintiffs petition the sum of $108 35/100 It is therefore considered that said plaintiff do recover of said Defendants the said sum of $108 35/100 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 to appeal and all right to file a petition in error are waived

Attest: J. D. Brayton, Clerk.

Pleas before his Honor John A Price Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio of the Third Sub-division of the 18th Judicial District on the 18th day of May in the year of our Lord One Thousand Eight Hundred and Eighty five.

Heretofore, to-wit: on the 16th day of June 1885 the following Petition, Answer & Entry was filed with the Clerk of said Court which reads as follows, to-wit:

Petition
4850

C. P. Houghton Admr
vs
John Strobel and
Lewis Strong Defts

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

The above named Plaintiff says that there is due him from the above named Defendants on a Promissory note made by the Defendants dated the 5th day of March A.D. 1884 which note with Warrant of Attorney thereto annexed is hereto attached the sum of Seventeen Hundred & fifty dollars with interest thereon at 6% from the 5th day of March A.D. 1884 until June 5th 1885 and 8% interest thereafter. The plaintiff further says that he is the legal owner and holder of said note, that the same is due and unpaid. Whereupon the plaintiff asks judgment against the said defendants for the sum of

Seventeen Hundred & fifty Dollars with interest at 6 per cent from the 5th day of March A.D. 1884 until the June 5th 88 5 and 8% thereafter.

Brodrick & McCampbell Pffs Attys

The State of Ohio Union County ss. John M Brodrick being sworn says that he is one of the Attorneys for the above named Plaintiff and that he believes the statements in the foregoing Petition to be true. He further says that this action is upon a written instrument for the payment of money only which instrument is now in affiants possession.

John M Brodrick.

Subscribed by John M Brodrick in my presence and sworn to by him before me this 16th day of June A.D. 1885.

J.D. Burgner Clerk.

Read

Note $1750.00

Milford Center Ohio. Mch 5th 1884

Fifteen months after date as principle debtors, we jointly and severally promise to pay to the order of E.P. Houghton Admr Seventeen Hundred & fifty Dollars for value received with 6 percent int. from date. And we heleby 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 8 percent interest payable annually after the same shall become due, together with the costs of suits. and release all errors and waive all rights of appeal in this behalf. Witness our hands and seals this 5th day of March 1884.

John Strubel (Seal)
Lewis Streng (Seal)

Answer

E.P. Houghton Admr. vs John Strubel and Lewis Streng } In Court of Common Pleas. Union Co ss.

And now come John Strubel and Lewis Streng Jr 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 the Plaintiffs petition and against the above named defendants for the sum of Eighteen hundred & fifty nine dollars and twenty eight cents the amount appearing due for Principal & 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 June 16 85

A.K. Boughton Atty for Defts

Entry

E.P. Houghton
v.
John Strubel
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Sheriffs Return

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Entry

E.P. Houghton Admr
vs
John Stimbel and
Lewis Streng

This day came the Plaintiff by his attorneys and thereupon came A.H. Brightler one of the attorneys of Record of this Court who by virtue of a warrant of attorney duly executed and now produced in open Court and duly 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 alleged in said Plaintiffs petition the sum of $1859.28

It is therefore considered that the said Plaintiff do recover of said Defendants the said sum of $1859.28/100 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 the errors are released, and all right of appeal, and all right to file a petition in error are waived.

Afterward on the 8th day of July A.D. 1885 an Execution was issued by the Clerk of said Court which reads as follows, to wit:

Execution

The State of Ohio Union County ss. To the Sheriff of said Union County, Greeting: You are hereby commanded to cause to be levied of the goods and chattles, and for want thereof, then of the lands and tenements in your County of John Stimble and Lewis Streng the sum of Eighteen Hundred Fifty nine & 28/100 Dollars and Three & 40/100 Dollars costs of suit, which by judgment of the Court of Common Pleas, within and for said County, at the May Term thereof A.D. 1885 E.P. Houghton Admr &c, recovered against the said John Stimble and Lewis Streng with interest thereon at 8 per centum, from the 16th day of June A.D. 1885 until paid and also the costs of increase on said judgment and the accruing costs hereon; and have that money before the said Court of Common Pleas within Sixty days from the date hereof to render unto the said E.P. Houghton. And have you then and there this writ with your doings under the same endorsed thereon. Witness my hand and the seal of said Court at Marysville this 8th day of July A.D. 1885.

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

Seal

Sheriffs Return

The State of Ohio Union County ss. Received this writ July 8th A.D. 1885 at 4 o'clock P.M. and pursuant to its command on the 9th day of July I levied this writ on the following described property to-wit One French Imported Stallion. Rec'd July 11th 1885 One Thousand Eight Hundred Ninty nine and 88/100 Dollars sufficient to satisfy Judgt. int & costs Paid Pltffs Atty $1870.02, Clerk Burgner $4.00

Returned my fees $25.86 Total $1899.88 Service 30. Levy $1.00 Mileage 80
Poundage $23.76 Total $25.86

Marion Hopkins Sheriff
By A.H. Goodman Deputy

Attest: J.D. Burgner. Clerk.

Pleas before the Hon. John A. Price. Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union, of the Third Sub-division of the 10th Judicial District of the State of Ohio on the 18th day of May in the year of our Lord One Thousand Eight Hundred & Eighty five.

Summons

Heretofore, on the 16th day of May 1885 the following petition was filed with the Clerk of said Court which reads as follows, to-wit:

James S. Reed, Richard A. Johnson, James A. Reed 2nd & Henry Ime, Partners doing business under the firm name and Style of the Marion County Bank

vs

Mary E. Hetherbee, Cyrus Moore and H. Ackerman

(For record made in District Court see Vol. No. 2 page 126)
Error see next page

Petition #830

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

The Plaintiffs James S. Reed, Richard A. Johnson, James A. Reed, 2nd & Henry Ime, say: I That they are a Partnership firm doing business under the firm name and Style of "The Marion County Bank" at Marion County, Ohio. 2d This action is founded upon a Promisory note of which the following is a copy with endorsments thereon, there being no credits thereon.

$150 00/100 Richwood, Ohio. April 9th 1884.

One year after date I Promise to pay to the order of Henry Akerman One hundred & fifty Dollars at Bank of Richwood. value received with interest at 6 Percent

Signed Mary E. Hetherbee Mary E. Hetherbee mark. Witness S.S. Gardner. Cyrus Moore

Indorsment: Payment at maturity guaranted. Notice of Demand and Protest waived. (Signed) H. Akerman.

III That the Defendants Mary E. Hetherbee and Cyrus Moore are liable as makers and the defendant H. Akerman as indorser.

IV That on the 9th day of April A.D. 1884 the said Mary E. Hetherbee and Cyrus Moore executed and delivered said note to the said Henry Akerman and afterwards and before maturity the said Henry Akerman indorsed and delivered said note to the plaintiff guaranteeing Payment at maturity and waiving notice of Demand and Protest

V That there is now due from said defendants to plaintiffs on said note the sum of $150 00/100 with interest from April 9th A.D. 1884 for which these plaintiffs ask judgment.

Johnston & Fisher Plaintiffs Attys.

State of Ohio Marion County ss. J.S. Reed being duly sworn

Summons

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deposes and says that he is one of the Partners of the Marion County Bank and that the facts stated and allegations made in the above and foregoing petition are true as he verily believes. J.S.Red
Sworn to before me by J.S. Red and by him in my presence this 15th day of May A.D. 1884.

C.D. Pillsbury. Notary Public. Marion Co. O.

Hereby waive the issuing of any summons in this case and enter my appearance herein. Henry Akerman.

Praecipe — To the Clerk: Issue summons upon the petition in the above to the Sheriff of Union County for Mary E. Wetherbee and Cyrus Moore endorsed as follows; Amount claimed $150 with interest from April 9th 1884.

Johnston & Fisher. Attys. for Plaintiff

On the 16th day of May A.D. 1885 a 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 Union, Greeting: We command you to notify Mary E. Wetherbee and Cyrus Moore (sued with H. Akerman) that they have been sued by The Marion County Bank in the Court of Common Pleas of Union County, and that unless they answer by the 13th day of June A.D. 1885 the petition of the said Marion County Bank against them filed in the Clerks Office of said Court such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 25th day of May A.D. 1885.
Witness my hand and the seal of said Court this 16th day of May A.D. 1885, at Marysville O.

Seal

J.D. Burgner, Clerk.

Endorsed; Amt. claimed $150.00 with interest at 6 per cent from Apr. 9th 84

Sheriffs Return — The State of Ohio Union County ss. Received this writ May 16th A.D. 1885 at 2 o'clock P.M. And pursuant to its command on the 25th day of May A.D. 1885 I served the same by handing the within named Thomas Moore a true copy with endorsements thereon and by leaving at the usual place of residence of the within named M.E. Wetherbee a true copy with the endorsments thereon. Service $5 Mileage $2.56 Copy .40 Total $3.41

Marion Hopkins Sheriff
By A.K. Goodman Deputy.

Entry — Afterward on the 17th day of June 1885 the following entry was made on the Journal of said Court which reads as follows to-wit:

Marion County Bank
vs.
Mary E. Wetherbee and
Cyrus Moore.

This day came the plaintiff by its Attorneys and the defendants being in default for answer or demurrer to the petition the Court find the allegations of the petition are confessed by them to be true and that the said defendants are indebted to the plaintiff in the sum of $150.00 Principal & $10.70 which

the Court finds due as interest thereon to the 17th day of June '83
It is therefore considered and adjudged by the Court that the plaintiff recover of the defendants the sum of $160.70 and their costs herein, taxed at $

Attest: J. DeBurgraw, Clerk.

Pleas before his Honor John A Price Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the Third Sub-division of the 10th Judicial District of the State of Ohio on the 10th day of September in the year of our Lord One Thousand Eight Hundred & Eighty three.

Heretofore to-wit: on the 17th day of January 1880 the following petition was filed with the Clerk of said Court which reads as follows, to-wit:

Stephen Cranston Jr. John D. Cranston. Geo. A. Cranston, Julius Cranston, Edmond Cranston, James Cranston, Melissa A Gideon. and Lulu Cranston, Plaintiffs

vs

Orson Benton, Mary Pennington The Unknown Heirs of Armenda Huston Lewis Benton Amy Jenkins, Lewis Jenkins, Minerva S. Benton, B Lergenbill Gum. Emma A. Benton aged 15 yrs. Anna M. Benton aged 13 yrs. Ella L. Benton aged 11 yrs. Alice E Benton aged 9 yrs. Children of Judson Benton dec'd, Son of Merlin Benton Anna S. Benton widow of Judson Benton, Lydia R. Hedges 11 yrs James M Hill 9 yrs children of Mary S. Hill dec'd who was a daughter of Merlin Benton dec'd

For record made in Dist Court see Vol. No. 2 Page 126

Court of Common Pleas Union County Ohio

Petition 3558

The plaintiffs named at the head of this petition now come and say that they are the surviving brothers and sisters of Phoebe Benton deceased, except Lulu Cranston who is the only surviving legal representative of Wm K Cranston dec'd the only named brother of the said Phoebe Benton dec'd.

Plaintiffs further say that said Phoebe was the widow of said Hiram Benton dec'd late of Delaware County Ohio. who died on the 7th of January 1878 intestate seized in fee simple of the several tracts of land hereinafter described together with a large amt of personal property and other effects. The said Hiram Benton left no child or children or their legal representatives. That said real estate came not by decent, device or deed of gift to the said Hiram Benton therefore it all passed to and vested in the said Phoebe Benton as relict of Hiram Benton in fee simple. The Plaintiffs further say that the defendants named herein to-wit: Orson Benton and Mary Pennington are the only surviving brother & sister of said Hiram Benton, and Lewis, Daniel, Minerva S. & Amy A. Jenkins are the only surviving

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children of Merlin Benton who is deceased. That Emma A. Benton aged 15 yrs. Anna M Benton aged 13 yrs. Ella L. Benton aged 11 years & Alice E. Benton aged 9 years, are the Grand Children of said Merlin Benton by his son Judson Benton dec'd. And Lydia B. Hill aged 11 years & James M. Hedges 7 yrs. are the grand children of the said Merlin by his daughter Mary Hill dec'd. and that these make up all the legal representatives of the said Merlin Benton. Amanda Huston another sister to said Hiram dec'd long since been deceased. leaving several children and legal representatives whose ages, names & places of residence are unknown to Plaintiffs. Plaintiffs say that said several tracts of real estate are described as follows, to-wit:

Tract No 1. Situated in Delaware County Ohio. Being part of Va Military District in Surveys No 2546 & 2897. Beginning at a stone in the N.E. corner of Rebecca Williams land in the line of said Survey; thence N. 90. W. 14 17/100 Poles. thence with the Survey line to a stone. thence N 81 E 108 16/100 Poles along the line of Jonah Marshes N line to 3 small stones at the N.E. corner of Marshes land. thence N 90 W 90 18/100 Poles. along the west line of A. Apps land to a stone & post in the center of the County road (Witness Elm 8 inches in diameter N. 14½ E 21 links thence S 8. W. 108 16/100 Poles along said road to a stone & post in the center of the road running N & S. thence N. 90. W. 39 17/100 Poles to a stone in the S line of Geo Harriotts Land (witness a Sugar tree 21 inches in diameter) S. 5¼ E. 117 links (witness a Elm 17 inches in diameter) S 46½ E 61 links. thence S 81 W 60½ Poles on the S. line of said Harriotts land & Jacob Hollams land to a stone & post in the center of the road N.E. corner of David Bowersmiths land

8¼ S. 151 17/100 Poles along said David Bowersmiths line to a stone and post. (witness a sugar tree 12 inches in diameter) N 71½ E 5 1/3 links to a dogwood 4 inches in diameter) N 14¼ E 11 1/3 Poles N. 81. E. 61 8/100 Poles on Rebecca Hollams line. Also ¾ of an acre lot of a Dole deed dated June 18th 1869 and on record Except 2 1/3 Acres sold to George Harriott on the North side of the County road. Containing One hundred and twenty two ¾ Acres.

2. Tract No 2. The following premises, situated in the County of Union in the State of Ohio and bounded as follows. a part of Virginia Military No 4404 described as follows.

Beginning in the center of the road leading from Newton to Woodstock at the S. W. corner of J. H. Lockwoods land. Thence N 80° E. 204 ¾ Poles to a stake, thence, S. 9° E. 78 14/100 Poles to a stake, witness a beech & sugar tree. Thence S 9° E 95 Poles and six links to a small forked dogwood, thence 81° W 204 ¾ Poles to a stake in the center of the Woodstock road, thence with said road N. 9° W 95 Poles and six links to a stake, thence N 9° W. continuing with said road, 78 14/100 Poles to the place of beginning containing 221 acres (3) three roods and 22 Poles be the same more or less

The Plaintiffs further say that soon after the death of said

Hiram Benton, the said Louis, Daniel & Orson Benton applied to the said Phoebe to convey to them the said tract No 1 of 122 3/4 Acres, and also a portion of said personal and real property and effects. Claiming the same on account of the near relationship to the said Hiram. to which application the said Phoebe replied that she intended to give the Bentons, the defendants hereto, as the relations of her late husband a certain share of the said estate which had descended to her from her said husband. But the said Orson, Louis & Daniel Benton insisted on having the conveyance made immediately. Whereupon the said Phoebe agreed to convey to them the said land No 1 of 122 3/4 Acres and on the day of August 1878 did convey to the said Orson an undivided one half and to the said Louis & Daniel the other undivided half of said tract No 1. She also gave them other real and personal estates amounting to twelve hundred Dollars more. And she did on the day of 1878 convey to the said Orson, Louis & Daniel Benton said tract No 1 in fee simple. And she did at the same time pay to them the said twelve hundred dollars more on the following terms. The said Bentons were to have immediate possession of the same to enjoy the rents and profits thereof as well as the said twelve hundred dollars. And the said Orson Louis & Daniel Benton were to give to the said other Bentons Defendants their equal share of said property real & personal so conveyed and delivered to them as aforesaid, or otherwise satisfy said other Defendants therefor so that no other or further claim was to be made on said Phoebe or her estate on the part of said Bentons Defendants. And the plaintiffs say that there was no other or further consideration for said conveyances to the said Orson Louis, & Daniel Benton by the said Phoebe Benton. And the plaintiffs charge they the said Orson, Louis & Daniel Benton secured the said property and means in trust for the purpose of so satisfying all the said Defendants including themselves. Which said agreement was verbally made and was not reduced to writing. And the plaintiffs say that after said conveyance and payments from said Phoebe to the said Orson Louis & Daniel to-wit: on the 26th day of August 1879 the said Phoebe Benton did die intestate and without issue leaving the plaintiffs her surviving brothers & sisters except the said Lulu Cranston who is the only legal representative of Wm R Cranston as aforesaid the only deceased brother of the said Phoebe. The plaintiffs therefore pray that the said contract so made with the said Phoebe Benton by the said Orson Louis & Daniel Benton be ordered to be specifically performed and that the property real & personal so conveyed and delivered them by the said Phoebe Benton be declared to be held by them in trust for themselves and the other defendants to the amount of Six Thousand One hundred and ten dollars, the sum that was agreed upon that the real Estate and other means so delivered to them was at

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the time estimated at And the Plaintiffs ask that the said Orson, Louis & Daniel be required to pay reasonable rents with interest thereon from August 1878 And that the said Orson, Louis & Daniel be ordered & decreed to accept the same to and satisfy the other defendants in full for their claims on said estate. But if the court should be of the opinion that this cannot be done then the Plaintiffs pray that the said modified contract with the Plaintiffs by said Orson & Louis be ordered to be completed and specifically executed as follows. 1st That the whole estate real & personal be restored to its condition before said conveyance to Orson Lewis & Daniel. 2d That the Plaintiffs One thousand dollars which was the separate property of said Phoebe Benton. 3d That the debts of the Estate and costs and expenses of administration be paid. 4th That the remainder of said estate be equally divided, giving to the Plaintiffs one full equal half part and to the Defendants a like half part.

P. B. Cole & E. Powell
J. K. Jonson Attys for Pltff.

State of Ohio Union County ss. Stephen Cranston Jr. Plaintiff being sworn says that the facts stated and allegations in his foregoing petition are true as he believes

Stephen Cranston

Sworn to before me and signed in my presence this 9th day of Jany. 1880

(Seal) J. M. McBrodrick Notary Public

And the said Stephen Cranston further says upon his said oath that the said Arminda Huston is dead and has heirs living. but that the names and residences of said heirs or any of them are unknown to him the said Stephen Cranston.

Stephen Cranston

Sworn to before me and subscribed in my presence

(Seal) R. Woodburn Notary Public

Stephen Cranston being sworn says that amendments to the petition named & marked as No 1. 2. 3 & 4. herein are correct and the statements & allegations therein are true as he believes

Stephen Cranston

Sworn to before me and signed in my presence August 26th 1880

A. M. Nugent, Clerk

Praecipe To Clerk: Issue summons for the following named defendants returnable according to law. To the Sheriff of Union County O. for Orson Benton. To the Sheriff of Delaware County O. for Lewis Benton. Minerva S. Benton aged 6 years & to B. Largenbill her Guardian. To the Sheriff of Franklin County O. for Anny A Jenkins & Louis Jenkins. To the Sheriff of Richland County O. for Emma A Benton. aged 15 years. Anna M. Benton aged 13 years. Ella L. Benton aged 11 years. Alice E

Benton aged 9 years. To the Sheriff of Paulding County Ohio for Lydia B. Hill aged 11 years, James M. Hill aged 9 yrs.

On the 17th day of January A.D. 1880 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 Orson Benton that he and others have been sued by Stephen Cranston Jr & others in the Court of Common Pleas of Union County, and that unless he answer by the 14th day of February A.D. 1880 the petition of the said Stephen Cranston & 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 26th day of January A.D. 1880.

Witness my hand and the seal of said Court, this 17th day of January A.D. 1880.

Seal

W. W. Stringet. Clerk.

Sheriffs Return — The State of Ohio Union County ss Received this writ Jan. 18th A.D. 1880 and pursuant to its command I served the same Jan. 22d 1880 delivering a certified copy thereof with the endorsements thereon to the within named Orson Benton Service .35 Mileage $1.00 Cop. .20 Total $1.55

J. J. Miller Sheriff.
By Dyer Reed Deputy.

On the 17th day of January 1880 a 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 Amy A. Jenkins & Lewis Jenkins that they and others have been sued by Stephen Cranston Jr. et als in the Court of Common Pleas of Union County, and that unless they answer by the 21st day of February A.D. 1880 the petition of the said Stephen Cranston Jr et als against them filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 2d day of February A.D. 1880.

Witness my hand and the seal of said Court, this 17th day of January A.D. 1880

Seal

W. W. Stringet, Clerk.

We the undersigned Defendants hereby acknowledge service & enter our appearance to the action within named this Jany 29th 1880

Lewis Jenkins, Amy A. Jenkins

On the 24th day of March 1880 a Summons was issued by the Clerk of said Court to-wit:

The State of Ohio Union County ss To the Sheriff of Delaware County Greeting: We command you to notify Minerva S. Benton aged 6 years & B. Largenbill her guardian. that they and others have been sued by Stephen Cranston Jr. et als in the Court of Common Pleas of Union County, and that unless they answer by the 24th day of April A.D. 1880 the petition of the said Stephen Cranston Jr. et als against them filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accor-

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Witness my hand and the seal of said Court this 24th day of March A.D. 1880.

Seal

W.M. Knight Clerk

Sheriff's Return

The State of Ohio Delaware County ss. Received this Writ on the 25th day of March A.D. 1880 and pursuant to its command on the 31st day of March 1880 I served the Defendants Minerva S. Benton aged 6 years and B. Bergenbell by leaving for each of them at their usual place of residence a true and certified copy of this writ with the endorsements thereon. Service .5$ Mileage $2.40 Copy .40 Return .25 Total $3.60

Wm. H. Cutler Sheriff of Delaware County

On the 23rd day of March 1880 a 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 Paulding, Greeting: We command you to notify Lydia B. Hill aged 11 years and James M. Hill aged 7 years that they and others have been sued by Stephen Cranston Jr. et al in the Court of Common Pleas of Union County and that unless they answer by the 24th day of April A.D. 1880 the petition of the said Stephen Cranston et al against them filed in the Clerks Office of said Court such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 5th day of April A.D. 1880.

Witness my hand and the seal of said Court this 23d day of March A.D. 1880.

Seal

W.M. Knight, Clerk.

Sheriff's Return

The State of Ohio Paulding County ss. Received this writ March 27th A.D. 1880 at 4 o'clock P.M. and pursuant to its command I did make diligent search for the within named Lydia B. Hill and James M. Hill and not found in Paulding County Ohio. and this 2d day of April A.D. 1880 return this writ without further Proceeding

Mileage, 38 miles $3.04 Copy 8. Record & Return .10 Total $3.22.

Samuel J. Tate Sheriff of said County

On the 23d day of March A.D. 1880 a Summons was issued by the Clerk of said Court, to-wit:

The State of Ohio Union County ss. To the Sheriff of Richland County Greeting: We command you to notify Emma A. Benton aged 15 years Anna M. Benton aged 13 years Elba L. Benton aged 11 years Alice E. Benton aged 9 years and E. S. Benton that they and others have been sued by Stephen Cranston Jr. et al in the Court of Common Pleas of Union County, and that unless they answer by the 24th day of April A.D. 1880 the petition of the said Stephen Cranston et al against them filed in the Clerks Office of said Court such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 5th day of April A.D. 1880.

Witness my hand and the seal of said Court this

23rd day of March A.D. 1880.
Seal

A.M. Winget, Clerk.

Sheriffs Return

The State of Ohio Richland County ss. Received this writ March 25th A.D. 1880 at 9 o'clock A.M. and pursuant to its command served the same March 26th A.D. 1880 on the within named Defendants, Emma A. Benton 13 years of age Anna M. Benton aged 13 years, Ella L. Benton aged 11 years, and Elias E. Benton aged nine years by delivering to each of them a true certified copy of this writ with the endorsments thereon, and on E.L. Benton the party in whose charge said minors are by delivering to him a true certified copy of this writ with the endorsments thereon. Service $1.05 Mileage $1.00 Cop. $1.25 Return 25 Ind. D. $1.40 Total $6.95 Returned March 27th 1880.

James Richie Sheriff. By A.C. Lewis Deputy.

On the 13th day of January 1880 the following Entry was made on the Journal of said Court, which reads as follows, to-wit:

Entry

Stephen Cranston et als
vs
Orson Benton et als

This day this cause came on to be heard and leave was granted the defendants, Orson Benton, Mary Pennington Lewis Benton, Mary A. Jenkins, Lewis Jenkins, M.S. Benton et als to plead within 30 days from the rising of the Court and this cause is continued.

On the 21st day of February 1880 the following Entry was made on the Journal of said Court, which reads as follows, to-wit:

Entry

Stephen Cranston et als
vs
Orson Benton et als

On motion to the Court by the said Stephen Cranston by his attorneys, and it appearing to the Court by the oath of said Stephen Cranston Jr. attached to his petition that the names and residences of the heirs of Amanda Houston are unknown to the said Plaintiff. It is therefore ordered that the said Plaintiff cause a notice containing the substance and prayer of said petition and of the pendency of this action be published for six consecutive weeks in the Marysville Tribune a newspaper printed in Marysville, Ohio in this County, informing the said heirs of the said Amanda Houston that they must appear and answer said petition on or before the third Saturday next after the day of the last or the sixth publication.

On the 29th day of Feb 1884 a Legal Notice was filed with the Clerk of said Court, which reads as follows, to-wit:

Legal Notice

The children and heirs at Law of Arminda Houston, formerly Arminda Benton, whose names and places of residence are unknown to the plaintiff, will take notice, that Stephen Cranston Jr John D. Geo. A. Julius, Edmond, James & Lulu Cranston and Melissa A. Gideon as plaintiffs did on the 17th day of January 1880 file in the Court of Common Pleas, within and for the County of Union

and State of Ohio, their petition against Orson, Lewis, Daniel, Munroe S. Emma A., Anna M. Elba L. & Alice E. Benton, Lydia B. & James M. Hill, Mary Pennington and the unknown heirs of Amanda Houston, defendants. The substance & prayer of said petition is as follows; That one Hiram Benton late of Delaware County Ohio on the 7th day of January 1878, died intestate, leaving no child or legal representative thereof, but seized in fee simple of 122 3/4 Acres of land, parts of Virginia Military Survey Nos. 2546 & 2897 in Delaware County, Ohio Also 221 acres. part of V.M. Survey No 4404, situate in Union County, Ohio, both of said tracts are fully described in Plaintiffs petition, Also left a large amount of personal property and effects, that said real and personal estate came not to Hiram Benton by decent, device or deed of gift. That he left Phoebe Benton his widow, and that said estate passed to and vested in said Phoebe Benton as relict of the said Hiram Benton; That the said Phoebe Benton on the — day of August 1878 did convey by deed to Orson, Lewis and Daniel Benton the 122 3/4 Acres above refered to which together with certain moneys and property also given by her to them, all understood by the parties to mean in said Orson, Lewis & Daniel Benton in trust for the benefit of all the Defendants hereto as the living brothers and sisters of said Hiram Benton & also the legal representatives of those who are dead; That the said Orson, Lewis and Daniel did agree in consideration of the conveyance of said 122 3/4 Acres and certain other payments to keep the estate, of said Phoebe Benton clear from any further claim from the said brothers and sisters of Hiram Benton or their legal representatives on account of such relationship; That the said Phoebe Benton on the 9th day of August 1879 did depart this life intestate, without any Child or legal representation thereof, by reason whereof said real and personal estate so inherited by her from the said Hiram Benton descended to and vested in one half in the plaintiffs as heirs of the said Phoebe, and the other half in the defendants as the legal representatives of said Hiram, subject to the said arrangment with the said Orson, Daniel & Lewis Benton, that after the decease of the said Phoebe the said Orson, Daniel & Lewis agreed with the plaintiffs that they would convey said 122 3/4 Acres back to the estate of the said Phoebe Benton and also pay back the other money received by them from her so that all the remainder of the estate real & personal vested in the said Phoebe through the death of the said Hiram Benton should be restored back to its original condition there to be disposed of as follows; 1st Pay all the debts of the estate. 2 Pay plaintiffs One Thousand dollars, of separate means of said Phoebe. 3d Then divide the residue of the real and personal estate into two equal half parts, the plaintiffs to have one half and the defendants the other half. That the plaintiffs in pursuance of said last agreement did pay a mortgage on said 122 3/4 Acres of land but the said Orson & Lewis Benton refused to comply with their part of said contract.

The Prayer of the petition is that said real and personal Property so conveyed to Orson, Lewis & Daniel Benton be declared to be held in trust for themselves and the other defendants to the amount of six thousand one hundred and ten dollars, and that said Bentons be required to pay reasonable rent for said lands and that they be required to satisfy the other defendants for their claims on said estate in full. But if said contract cannot be executed then the said contract so made with the plaintiffs by the said Orson & Lewis be enforced, and for general relief. And the said unknown heirs of Aminda Houston are notified that they are required to appear and answer to said petition on or before the third Saturday after the 29th day of April next

P. Beole, J. H. Robinson Attys for Pltff

The State of Ohio Union County ss. The undersigned being duly sworn says that a copy of the annexed notice was published for six consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with March 23d 1883

W. O. Shearer.

Sworn to and subscribed before me this 29th day of Feb. 1884

J. D. Burgner, Clerk.

On the 4th day of March 1884 a motion was filed with the clerk of said Court, to-wit:

Motion

Stephen Cranston Jr. etals
vs
Orson Benton etals
} Court of Com. Pleas. Union County, Ohio.

The Defendants now come and move the Court that the Plaintiffs be ordered to make their petition more definite and certain in the following particulars to-wit: 1st State whether the pretended trust in the petition mentioned was verbal or in writing. 2d State whether the said alleged agreement or arrangment mentioned in the petition as having been made with the Plaintiffs by the defendants after the decease of the said Phoebe Benton was verbal or in writing. 3d State the date at which the last mentioned arrangment was entered into. 4th State upon what condition the last mentioned rangement was entered into. 5th To separately state and number their causes of action.

W. H. Best and D. W. Ayers Attys for Defts.

On the 21st day of February 1884 an entry was made on the Journal of said Court which reads as follows, to-wit:

Entry

Stephen Cranston Jr. etals
vs
Orson Benton etals
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And now this cause came on to be heard on motion for the appointment of a receiver herein and thereupon the Court find that the land hereinafter mentioned is in the possession of a tenant who rented the same

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of Phoebe Benton, since deceased, and that there is a question as to the rights of the parties thereof, and that pending the suit neither party has the right to the possession or control of the said premises or to rent or collect the rents thereof whereby there is danger of loss. It is therefore by consent of the parties ordered that Stephen Branston Jr and Lewis Benton be and they are hereby appointed receivers of said land, to-wit: The land described in the petition and situated in Union County, Ohio, and containing Two hundred and twenty one Acres, and the rents and profits thereof. That the said receivers or either of them upon being duly qualified by giving bond in the sum of $1000. conditioned according to law, proceed to take possession of said farm and rent the same, and collect all rents now due or that shall become due therefor. And the said parties here and all other persons having any of said property in their possession or under their control are hereby ordered to deliver the possession of the same, and any person owing any such money on account of rents &c. of said premises are hereby directed to pay over the same to the said Stephen Branston Jr and Lewis Benton as such receivers on their demand. And it is ordered that before entering upon their duties such receivers execute to the State of Ohio, an undertaking conditioned according to law in the sum of $

And now come the said Stephen Branston Jr & Lewis Benton with and as sureties to the approval of the Court and were duly sworn as such receivers.

On the 30th day of March 1880 an Undertaking was filed with the Clerk of said Court, to-wit:

Stephen Branston Jr et als
vs
Orsen Benton et als

Court of Com. Pleas, Union County O.

Undertaking of S. Branston

Whereas Stephen Branston Jr and Lewis Benton were at the February term of said Court for 1880 duly appointed receivers in the above entitled case then pending therein to take possession of two hundred and twenty one acres of land situated in Union County, Ohio. (for more particular description of which reference is here had to the entry of their said appointment and the petition of the plaintiffs in the said case) and to rent the same and collect the rents now due or that shall become due therefor, Now therefore We Stephen Branston as Principal and Geo. Hill surety undertake to the State of Ohio, in the sum of ($1000) One thousand dollars that the said Stephen Branston Jr shall faithfully perform his duty as such receiver, and pay over all money, and account for all property which may come into his hands by virtue of such appointment at such times and in such manner as the Court may direct. Stephen Branston [seal]
G. D. Hill [seal]

I approve the above undertaking and the security thereto this 30th day of March A.D. 1880.

H.M. Knight, Clerk.

On the 7th day of April 880 a Recivers Bond was filed with the Clerk of said Court, to wit.

Bond of Lewis Benton

Whereas Stephen Branston Jr. et al Lewis Benton were on the 21st day of February A.D. 1880 duly appointed receivers in the case of Stephen Branston Jr. et al Plantiff against Orson Benton et als Defendants no pending in the Court of Common Pleas within and for the County of Union and State of Ohio.

Now therefore We Lewis Benton as Principal undertake to the State of Ohio in the sum of One Thousand Dollars that the said Lewis Benton shall faithfully discharge the duties of receiver in said action and obey the orders of the Court therein

Lewis Benton (Seal)

O.O. Benton (Seal)

I approve the above undertaking and the surety therein

H.M. Knight Clerk of the Court of Common Pleas of Union County Ohio. Dated this 7th Day of April A.D. 1880.

The State of Ohio Union County ss. Lewis Benton makes solemn oath that he will faithfully perform the duties of receiver in the within cause of Stephen Branston Jr. et al Plaintiffs against Orson Benton et als Defendants.

Lewis Benton

The above was signed by said Lewis Benton in my presence and sworn to by him this 7th day of April A.D. 1880 before me.

(Seal)

H.M. Knight Clerk.

On the 28th day of April 1880 the following Answer was filed with the Clerk of said Court which reads as follows, to-wit:

Answer

Stephen Branston Jr. et al
vs.
Orson Benton et als
} Court of Com. Pleas Union County, O.

And now comes Mary Bailey, Sarah Houder & David Houder, Hugh Huston, Minerva Dixon & John Dixon defendants herein to the petition of the Plantiffs and enter their appearance herein and answer the Plantiffs petition and for answer thereto to the Plantiffs petition say they admit that relationship as set forth of the brothers and sisters of said Horam Benton & Phoebe Benton. And say that Arminda Huston died leaving children and heirs at law as follows. Minerva Dixon married to John Dixon who resides at Pleasanton Linn Co Kas. Mary Bailey, widow of James C. Bailey dec'd of Fairbury, Livingston Co Ill. Sarah Houder intermarried with David Houder of Pontiac, Livingston Co Ill. Hugh Huston who resides at Onaga. Pottawattame Co Kansas. John Wesley Huston who was deceased not long since leaving as his children and heirs at law. John A. Houston aged 10 and David Riley aged 12. who resided at Jackson Michigan, who are entitled to the interest of said Arminda Huston

Demurrer.

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in said Estate of Hiram & Phoebe Benton. And as to the other allegations in said petition Defendants have no knowledge in relation thereto no means of knowing and therefore deny the same. Defendants ask the Court that the minors of the defendents herein may be assigned to them. And their rights preserved and for such other and further relief as may be necessary and this they will ever pray

J H Kinkade Atty for said Defendants.

State of Ohio Union County ss. Mary Bailey one of the Defendants herein being duly sworn says that the facts stated and allegations in the foregoing answer are as she believes true.

Mary Bailey

Sworn to before me and signed in my presence this 28th day of April 1880

A H Brightlier Notary Public.

Seal

On the 6th day of January 1881 A Demurrer was filed with the Clerk of said Court, to-wit:

Demurrer.

Stephen Cranston et als
vs
Orson Benton et als

} Court of Com. Pleas Union Co O.

The Defendants say. They Demurr to the petition in the above case and assign the following as their ground of demurrer which appears on the face of the petition. / The petition does not state facts sufficient to constitute a cause of action.

W H West & D Mayers Attys for Defts.

On the 14th day of January 1881 a motion was filed with the Clerk of said Court, to-wit:

Motion

Stephen Cranston et als.
vs
Orson Benton et als

} Court of Com. Pleas. Union County, Ohio.

The Defendants now come and move the Court to strike from the Plaintiffs Petition as amended by interlineation all that portion which sits forth an alleged agreement entered into subsequent to the death of Phoebe Benton between the Plaintiffs and a portion of the Defendants for the reconveyance of said conveyance to said Orson, Lewis & Daniel Benton and all of said alleged subsequent agreement.

W H West & D Mayers atty for Defts

On the 14th day of January 1881 An Entry was made on the Journal of said Court, which reads as follows, to-wit:

Entry

Stephen Cranston et als
vs
Orson Benton et als

}

This day came the parties and thereupon this cause came on to be heard on the Demurrer of Orson Benton & others to the Petition of the Plaintiff as amended On consideration whereof the same is overruled and said Demurrer except thereto. Thereupon said Orson

Benton, Lewis Benton and Daniel Benton ou leave moved the Court to strike from the said Amended Petition all that portion thereof which purports to set forth an agreement entered into between said Orson Benton and others on the one part and the Plaintiffs on the other part subsequent to the death of said Phoebe Benton, and all matters relative to said subsequent agreement. On consideration whereof said motion is sustained and all said matter is stricken therefrom

Afterward on the 21st day of January the following Answer was filed with the Clerk of said Court which reads as follows, to-wit:

Stephen Cranston Jr. John D. Cranston
Geo. A. Cranston Julius Cranston
Edmond Cranston James Cranston
Mallissa A Gideon and Lulu Cranston
vs.
Orson Benton Union Co. Mary Pennington St Louis Mo. The Unknown heirs of Amanda Huston, Lewis Benton et als

Court of Common Pleas, Union County, Ohio.

Answer O.L.&D.

The Defendants Orson Benton Lewis Benton and Daniel Benton for answer to so much of Plaintiffs petition as has not been stricken therefrom say they have no knowledge or means of knowing the facts relative to the inheritance of One Thousand dollars claimed by the said Phoebe Benton dec'd or whether she was in possession of the same at her death and therefor deny the same. These defendants admit the death and intestacy of the said Hiram Benton and of the said Phoebe Benton, and that the said Hiram died seized of the lands in the petition described and personal property to a large amount without issue, leaving the said Phoebe his widow. They admit also the conveyances to the said Orson by deed and to the said Lewis & Daniel by a separate deed of the first tract in the petition mentioned and all the land therein alleged to have been conveyed to them, but they deny that the said conveyances were made upon their application but was the voluntary proposition of the said Phoebe on her part. They also deny that the said conveyances were made upon the consideration or upon the trust in said petition alleged and they deny the said alleged consideration and trust. On the contrary they say that the said conveyances were made to the said Orson as a gift or advancement to him and to the said Daniel and Lewis as a gift or advancement to them except the said Twenty acres for which they paid a small pecuniary consideration

They also admit that the said Phoebe gave to each of them small amounts in promissory notes as a gift or advancement but deny that the same amounted for the aggregate to twelve Hundred dollars and deny that the property real and personal so given and conveyed to them was of the value in the petition alleged or that they took any part thereof in trust for either or any of the defendants or in satisfaction or discharge of their

Amended Answer.

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interest or claim to the estate of the said Phoebe Benton as co heirs thereto with these defendants.

W.H. West & D.T. Ayers Attorney for
Orson, Lewis & Daniel Benton Defts

State of Ohio Union County ss. Lewis Benton one of the above named defendants, being first duly sworn says the facts stated and the allegations made in the foregoing Answer are as he believes true.

Lewis Benton

Sworn to before me and signed in my presence by the said Lewis Benton this 21st day of January A.D. 1880

R.M. Knight, Clerk.

On the 22d day of January 1881 a motion was filed with the Clerk of said Court which reads as follows:

Motion

Stephen Cranston Jr et als
vs
Orson Benton et. als.
} Court of Com Pleas Union Co. Ohio.

The plaintiffs move the court to order the Defendants to make more certain and specific the following allegation viz: in their answer. "Except the said twenty acres for which they paid a small pecuniary consideration" That said allegation be made more certain in this respect viz the amount of consideration they paid and to whom they paid the same be stated

Coles, Robinson & Piper Attys for Plff

On the 12th day of April 1881 An Amended Answer was filed with the Clerk of said Court. to-wit:

Amended Answer.

Stephen Cranston Jr. et. al.
vs
Orson Benton et. al
} Court of Com. Pleas Union County Ohio.

The Defendants Orson Benton Lewis Benton and Daniel Benton by order of the Court file this amendment to their former Answer and say. The consideration paid for said Twenty Acres in their original answer mentioned was two hundred dollars ($200.00) in money. They further say that their ancestor the father of said Hiram Benton by deed of gift conveyed to the said Hiram fifty acres of land in Champaign County, Ohio. of the value of $1500.00 at the about the time of his intermarriage with the said Phoebe which was the foundation and beginning of his after acquired estate the proceeds of the sale of which were reinvested in the lands so by her conveyed to these Defendants and constituted a large part of the purchase money thereof.

D.T. Ayers and W.H. West Attys for Defts.

State of Ohio Union County ss Lewis Benton being first duly sworn says he is one of the within named Defendants that the facts stated and the allegations made in the foregoing Amended Answer are as he believes true.

Lewis Benton

Sworn to before me and signed in my presence by the said Lewis Benton this 12th day of April A.D. 1881
W. W. Knight, Clerk.

On the 5th day of February 881. an Entry was made on the Journal of said Court, which reads as follows, to wit:

Entry

Stephen Cranston Jr. Etals
vs
Orson Benton et.als.

This day came on to be heard the motion to require the Defendants, Orson & Daniel & Lewis Benton to make their answer herein more definite & certain. Upon consideration said motion was sustained by the Court, as prayed for in Plaintiff's motion, and Defendants have time to amend their answer in 20 days from the rising of the Court and the Plaintiffs 15 days after to plead.

Afterward on the 26th day of April 881 the following Entry was made on the Journal of said Court, to-wit.

Entry

Stephen Cranston Jr et.al
vs
Orson Benton et.als.

By leave of the Court the Plaintiffs withdraw their motion to strike out part of Defendants answer, and reply instanter to the new matter in said Answer.

On the 26th day of April 1881 the following Reply was filed with the Clerk of said Court, to-wit:

Reply

Stephen Cranston Jr. etals
vs
Orson Benton et.al
} Court of Com. Pleas. Union County, Ohio.

And now comes the Plaintiffs and for reply to the Amendment to Defendants Answer say that they deny each and every allegation contained in said Amended Answer. And the Plaintiffs pray as in their orginal petition they prayed

Coles, Robinson & Powell. Attys for Plff.

Stephen Cranston being sworn says that the facts stated and allegations in his foregoing Reply are true as he believes.

Stephen Cranston

Sworn to before me and signed in my presence Apr 26th 1881.
W. W. Knight, Clerk.

Afterward on the 13th day of May 1881 the following Entry was made on the Journal of said Court, which reads as follows, to-wit:

Entry

Stephen Cranston Jr. etals
vs
Orson Benton et.als.

This day this cause came on to be heard and thereupon came the Parties by their attorneys and the said cause was heard upon the pleadings and evidence and argued by counsel and submitted to the Court and the Court having carefully considered the same and being fully advised in the premises do find that the allegations

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Writ of Partition

of said Plaintiffs Petition are not true and that the answer of the said Defendants Orson Benton, Lewis Benton & Daniel Benton and the allegations therein are true. It is therefore considered by the Court herein that the equities of the case are with the said Defendants Orson Benton, Lewis Benton, and Daniel Benton and that the said Plaintiffs Petition be dismissed at their cost, and thereupon the said Plaintiffs and the said Defendants Mary Pennington and the heirs of Araminda Huston did each and all give notice of their intention to appeal their case to the District Court and the Court do allow said appeal and do fix the amount of the bond to be given by the said parties jointly or severally to perfect their appeal at the sum of $500.00. And it is further ordered by the Court herein by the consent of all parties that the said Plaintiffs have leave to amend their petition, and the said Defendants Mary Pennington and the heirs of Araminda Huston have leave to file Answer and Cross Petition herein within 40 days from the rising of the Court.

On the 25th day of June 1883 a Praecipe was filed with the Clerk of said Court, to-wit:

Praecipe

Stephen Cranston Jr. etals
vs
Orson Benton et als

} Court of Common Pleas. Union Co. O.
} Marysville, June 25th 1883.

To the Clerk of said Court: Issue summons an Order of Partition in the above case according to the entry made therein, returnable according to law.

P. B. Cole & Son & J. H. Robinson Attys.

On the 25th day of June 1883 the following Writ of Partition was issued by the Clerk of said Court which reads as follows, to-wit:

Writ of Partition

The State of Ohio Union County ss. To the Sheriff of said County Greeting: We command you that without delay, by the oaths of A.S. Mowry, W.M. Robinson and W.H. Robb, you cause Partition to be made of the following described premises, situate in the County of Delaware and State aforesaid, to-wit: Being part of Va. Military District in Surveys Nos 2546 & 2879 Beginning at a stone in the N.E. corner of Rebecca Hallams land in the line of said Surveys. Thence N. 90. W. 14 14/100 Poles. Thence with the Survey line to a stone; Thence N. 81 E. 108 16/100 Poles along the line of Jonah Mugles N. line to 3 small stones at the N.E. Corner of Marches land Thence N. 90. W. 90 78/100 Poles along the west line of A Hepps land to a stone and post in the center of the County road, Witness Elm 8 inches in diameter N 14½ E 21 links; Thence S. 8. W. 108 16/100 Poles along said road to a stone and post in the center of the road running N. & S. Thence N. 90. W. 39 17/100 Poles to a stone in the South line of Gorge Harriotts land (Witness a sugar tree 21 inches in diameter) S. 5¼ E 117 links. Witness a Elm

17 inches in diameter) S 46½ E. 61 links. Thence S. 81. W 60½ poles on the South line of said Harriotts land and Jacob Hallams land to a stone and post in the center of the road. N.E corner of David Bowersmiths land S. 8¼. S. 151 11/100 poles, along said David Bowersmiths line to a stone & post (Witness a sugar tree 12 inches in diameter) N. 71¾ E. 5⅓ links to a dogwood 4 inches in diameter) N 14¼ E 11⅓ poles N. 81 E. 61 9/100 poles on Rebecca Hollams line. Also ¾ of an acre bought of A Dole Deed dated June 18th 1869 and on record. Except 2⅓ acres sold to Gorge Harriott on the North side of the County road. Containing 122¾ Acres

Second Tract. The following premises situated in the County of Union State of Ohio Bounded as follows. A part of Virginia Military Survey No 4404 described as follows. Beginning in the center of the road leading from Milford to Woodstock, at the South West corner of J. H Lockwoods land. Thence N. 81 E. 204¾ poles to a stake witness a beech & Sugar tree, Thence S. 9° E 95 poles and six links to a small forked dogwood. Thence 81° W 204¾ poles to a stake in the center of the Woodstock road. Thence with said road North 9° W 95 poles and six links to a stake. Thence 9° W. continuing with said road 78 14/100 poles to the place of beginning, containing 221 acres 3 rods and 22 poles be the same more or less. among the persons named herein and in the following proportions to-wit:

To Stephen Cranston Jr the one undivided 160/2880 part.
" John D Cranston " " " " " .
" George A. Cranston " " " " " .
" John Cranston " " " " " .
" Julius Cranston " " " " " .
" Edmond Cranston " " " " " .
" James Cranston " " " " " .
" Melissa Cranston " " " " " .
" Lulu Cranston " " " " " .
" Orson Benton " " " 360/2880 " .
" Samuel Pennington " " " " " .
" Sarah Huston " " " 72/2880 " .
" Hugh Huston " " " " " .
" Minerva Dixon " " " " " .
" Mary Bailey " " " " " .
" John H Huston. " " " 36/2880 " .
" David R. Huston " " " " " .
" Lewis Benton " " " 60/2880 " .
" Daniel Benton " " " " " .
" Amy Jenkins " " " " " .
" Minerva Benton " " " " " .
" Emma A Benton " " " 13/2880 " .
" Anna M Benton " " " " " .
" Elba L. Benton " " " " " .
" Alice E. Benton " " " " " .
" Lydia B. Hill " " " 30/2880 " .
" James M. Hill " " " " " .

In pursuance of an order lately made in our District Court

Sheriff's Return

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within and for the said County of Union in a certain petition for Partition, wherein the said Stephen Cranston et als are petitioners and the said Orson Benton et al are respondents, and that your 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 O. this 25th day of June A.D. 1883.

Seal

J.L. Burgner, Clerk.

Sheriffs Return

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of A.S. Mowry, W.W. Robinson & W.H. Robb as will appear by the report of the Commissioners herewith returned. Given under my hand this 7th day of July A.D. 1883. Service $4.35 Mileage $3.68 Executing writ $1.00 Swearing Com. $1.20 Total $10.23. Com. Fees $12.00 Total $22.23

John Hobensack, Sheriff.

Com. Report

Stephen Cranston et als
vs
Orson Benton et als
} Union County ss Court of Com Pleas.

According to the command of the Writ of Partition in this case issued and on the call of the Sheriff of said County, we, the undersigned Commissioners after being first duly sworn, And upon actual view of the premises we are of the opinion that said lands cannot be divided without manifest injury, and we do estimate the value of the First Tract above described containing 122 3/4 acres at $50 00/100 dollars per acre amounting to $6137 50/100. And we do estimate the second tract above described containing 221 Acres. 3 roods and 22 poles at $52 00/100 per acre amounting to $11538 15/100

Com Fees

July 3d To making appraisement of 1st tract $4.50. July 5th To making appraisment of 2d tract $4.50. July 6th to making and signing report $3.00 Given under our hands this 6th day of July A.D. 1883.

W.W. Robinson Fees $3.00
W.H. Robb Fees $3.00
A.S. Mowry, Fees $6.00
} Com.

On the 2d day of October 1883 an Entry was made on the Journal of said Court, to-wit:

Entry

Stephen Cranston et als
vs
Orson Benton et als

This day came the parties and thereupon on the motion of Plaintiffs the report of the Commissioners for partitioners is confirmed and it appearing that the said real estate in said petition described will not bear partition, it is therefore considered, ordered and decreed that the lands be sold according to law for the benefit of the several parties interests as herein before decreed & that an Order of Sale issue to the Sheriff of this County commanding him to advertise & sell said lands

according to law and bring into Court the proceeds thereof for further order & this cause is continued for that purpose.

Order of Sale in Partition

On the day of October 1883 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. To the Sheriff of Union County Greeting. In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the Sept. A.D. 1883 in a certain civil action, now pending in said Court, wherein Stephen Cranston Jr. etal are Plaintiffs and Orson Benton etal are Defendants, we command you that, without delay, you Procud to sell at Public auction, the lands and tenements in said petition described, to-wit:

First Tract Situated in the County of Delaware and State of Ohio, described as follows, to-wit: Being part of Va Military District in Surveys No. 2546 and 2879 beginning at a stone in the N.E. Corner of Rebecca Hollans land in the line of said Surveys. Thence N. 90. W 14 1/100 Poles. Thence with the Surveyline to a stone. Thence N. 81. E. 18 16/100 Poles along the line of Jonah Mashe N. line to 3 small stones at the N.E. corner of Marshesland; Thence N. 90. W. 90 78/100 Poles along the west line of Addipps land to a stone and post in the center of the County road, Witness Elm 8 inches in diameter. N 14 1/2 E. 21 links; Thence S. 8. W. 18 16/100 Poles along said road to a stone and post in the center of the road running N & S. Thence N. 90° W 39 17/100 Poles to a stone in the South line of George Harriotts land (Witness a sugar tree 21 inches in diameter) S. 5 1/4. E 117 links (witness an Elm 17 inches in diameter) S. 46 1/2. E. 61 links, Thence S. 81 W. 60 1/2 Poles on the South line of said Harriotts land and Jacob Hollans lands to a stone and post in the center of the road N.E. corner of David Bowersmiths land. S. 8 1/4 S. 151 11/100 Poles along said David Bowersmiths line to a stone and post (Witness a) sugar tree 12 inches in diameter) N. 71 3/4 E. 5 1/3 links to a dogwood 4 inches in diameter) N. 11 1/4 E 11 1/3 Poles. N. 81 E. 6 1/100 Poles to Rebecca Hollans line. Also 3/4 of an acre bought of A. Dole. Deed dated June 18" 1869 and on record. Except 2 1/3 acres sold to George Harriott on the north side of the County road, Containing 122 3/4 Acres.

Second Tract The following premises situated in the County of Union & State of Ohio, Bounded as follows: A part of U.M. Survey No 4404 described as follows: Beginning in the center of the road leading from Milford to Woodstock at the South West corner of J.K. Lockwoods land, Thence N. 81 E. 204 3/4 Poles to a stake, witness a buch and sugar tree; Thence S. 9° E. 95 Poles and six links to a small forked dogwood, Thence 81° W. 204 3/4 Poles to a stake in the center of the Woodstock road. Thence with said road North 9° W. 95 Poles and six links to a stake; Thence 9° W. continuing with said road 78 11/100 Poles to the place of beginning, containing 221 acres 3 rods and 22 Poles, be the same more or less.

1st described tract of 122 3/4 acres appraised at $60.00 per acre total $6137.50

2d described tract of 221A. 3 Roods & 22 Poles appraised at $52.50 per acre total $11.538 19/100

and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term, and have you then and there this Writ. Witness my hand and the seal of said

Sheriff's Return

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Court at Marysville Ohio this day of October A.D. 1883.
Seal
J. B. Burgner, Clerk.

Sheriff's Return

Order of Sale returned and filed this 13th day of December 1883. indorsed as follows, / As commanded by this writ. I have caused the lands and tenements herein described to be duly advertised for 30 days next preceding the day of Sale, in the Marysville Tribune, a news paper printed and in general circulation in Union County, Ohio and on the 8th day of December A.D. 1883 at one o'clock P.M. on said day at the door of the Court House in said County, I offered for sale, at public auction, the lands and tenments described in this writ. First described property sold to Lewis Benton for $38.00 per acre to tal $466.45 2d described property sold to Stephen Cranston for $34.00 per acre, total $76.99 said sums being more than two thirds the appraised value, and they being the highest and best bidders were declared the purchasers. My fees $3.45 Printers Fees $2.35 Total $76.45

John Hovensack Sheriff of Union Co. O.

Proof of Publication

On the 28th day of Dec. 1883 the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Stephen Cranston, et al
vs
Orson Benton, et al
} 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 at the north door of the Court House in Marysville Ohio on Saturday, December 8th 1883 at or about the hour of 1 o'clock P.M. the following described real estate, to-wit: Situate in the County of Delaware, State of Ohio, and being known and described as follows, to-wit: Being part of Virginia Military District in surveys Nos. 2546 and 2897 beginning at a stone in the N.E. corner of Rebecca Wallans land in the line of said surveys thence N 9° West 14 14/100 poles. Thence with the survey line to a stone. Thence N 81. E 108 16/100 poles along the line of Jonah Mashes N. line to 3 small stones at the N.E. corner of Mashe's land. Thence N. 9° W. 90 48/100 poles along the west line of A. Dipps land to a stone & post in the center of the County road, witness Elm 8 inches in diameter N. 14 1/2 E. 21 links. Thence S. 81 W. 108 16/100 poles along said road to a stone and post in the center of the road running N. & S. Thence N. 9° W. 39 14/100 poles to a stone in the South line of George Harriotts land. (witness a sugar tree 21 inches in diameter S. 5 1/4 E. 117 links, witness an Elm 17 inches in diameter. S. 46 1/2 E. 61 links); Thence S. 81 W. 60 1/2 poles on the South line of said Harriotts land and Jacob Wallans land to a stone & post in the center of the road N.E. corner of David Bowersmiths land. S. 8 1/4 E. 151 14/100 poles, along said David Bowersmiths line to a stone & post. (witness a sugar tree 12 inches in diameter N. 71 3/4 E. 5 1/3 links and a dogwood 4 inches in diameter N. 14 1/4 E. 11 1/3 poles); - Thence N. 81 E. 61 8/100 poles on Rebecca Wallans line. Also 3/4 of an acre bought of A. Dole deed dated June 18th 1869 and on record except 2 1/3 acres sold to George

Harriott on the north side of the county road, containing 122 3/4 acres.
Second Tract. The following premises situate in the County of Union and State of Ohio, bounded as follows, a part of Virginia Military survey No 4404, described as follows: Beginning in the center of the road leading from Newton to Woodstock at the Southwest corner of J. Lockwoods land; Thence N. 81. E 204 3/4 poles to a stake, Thence S. 9° E 78 14/100 poles to a stake, witness a buck and sugar tree; Thence S. 9. E 95 poles & six links to a small forked dogwood, Thence S 81° W 204 3/4 poles to a stake in the center of the Woodstock road. Thence with said road north 9° W. 95 poles & six links to a stake, Thence N 9° West continuing with said road 78 14/100 poles to the place of beginning, containing 221 acres 3 roods & 22 poles, be the same more or less.
First described tract appraised at $50 00 per acre.
Second described tract appraised at $52 00 per acre.
Terms of Sale. One Third cash in hand, one third in one year and one third in two years with interest on the defered payments, these to be secured by mortgage.
P. B. Cole et al attorneys.
John Hohensack Sheriff.

The State of Ohio Union county ss. The undersigned being duly sworn says, that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of genral circulation in the County of Union, the first publication beginning with Nov 6th 1883.
W. D. Shaun.
Sworn to and subscribed before me this 28th day of Dec 1883.
D. L. Burgner Clerk.

Afterward on the 15th day of January 1884 the following Entry was made on the Journal of said Court which reads as follows, to-wit:

Entry

Stephen Cranston Jr. et al
vs
Orson Benton et als

This day came the parties and submitted this cause to the Court to confirm sales and distribute proceeds thereof &c Whereupon the Court being fully advised in the premises hereby confirm & approve the said proceeds of said sale and order the Sheriff of this County to execute a deed in fee simple to Stephen Cranston Jr for said 221 3/4 acres sold to Stephen Cranston Jr and a deed to Lewis Benton for the 122 3/4 acres sold to Lewis Benton upon their paying 1/3 of the purchase money and securing by notes and mortgages the 2d & 3d payments according to law. 2d The Court further order that the amount of the costs taxed in the whole case an attorneys partition fee to Cole & Robinson & H. E. Powell for $178 63/100 to be retained out of the purchase money & paid to the Clerk for the proper parties, but retaining for further order of the Court so much of the cost bill as was made on the trial of the validity of the deeds made by Phoebe

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Benton to Orson Benton & Daniel & Lewis Benton.
3d That after deducting said costs that the Sheriff pay the balance of the first payment of said purchase money to the following persons in the following proportions. viz: To Hugh Huston 72/2880 parts To John A Huston 36/2880 parts. To David A Huston 36/2880 parts. To David Hounder 36/2880 parts. To Sarah Hounder 36/2880 parts. To Lewis Benton 60/2880 parts To Daniel Benton 60/2880 parts. To Amy Jenkins 60/2880 parts To Minerva Benton 60/2880 parts. To Emma A. Benton 15/2880 parts. To Anna M. Benton 15/2880 parts. To Elba L. Benton 15/2880 parts. To Alice E. Benton. 15/2880 parts. To Lydia B. Hill 30/2880 parts To James M Hill 30/2880 parts. To Stephen Cranston Jr. 180/2880 parts To John D. Cranston 180/2880 parts. To Geo A Cranston 180/2880 parts. To Julius Cranston 180/2880 parts. To Edward Cranston 180/2880 parts. To James Cranston 180/2880 parts. To Melissa A. Gideon nee Cranston 180/2880 parts To Lulu Cranston 180/2880 parts. To Orson Benton 360/2880 parts. Samuel Pennington 360/2880 parts and it appearing that Stephen Cranston Jr hath purchased from Orson Benton Samuel Pennington, James Cranston and Hugh Huston their shares in said Estate of Phoebe Benton & Hiram Benton deceased the Court order their respective shares above mentioned to be paid to said Stephen Cranston Jr as their assignee.
4th The Court further order the Sheriff to take notes and mortgages from said purchasers for the 2d & 3d Payments in the same proportions as above mentioned to said several claimants and that he distribute the notes for the 2d Payments to said parties now entitled thereto but that he hold the notes for the 3d Payment for further order of the Court.
And as to the demand of the Administrator to have part of said purchase money to meet any deficiency of the personal estate of Phoebe Benton dec'd to pay her debts and as to the question of liability for the costs made in the trial of this cause as to the deeds made by Phoebe Benton to Orson Benton & to Daniel & Lewis Benton. And as to the question of taxes & rents & as to the report of the Reavers hereinbefore appointed this cause is Continued for hearing & the said 3d Payment of said lands the Court order, said Sheriff to hold to meet any order the Court may make in respect to the questions so continued for hearing. And as to said questions this cause is continued

For record in District Court see vol. No. 2 page 126.

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Petition
1693
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Pleas, before his Honor Caleb A. Norris Judge of a Court of Common Pleas begun & held at the Court House in the town of Marysville within and for the County of Union of the Third Sub-division of the 18th Judicial District of the State of Ohio, on the 18th day of May in the year of our Lord One Thousand Eight Hundred & Eighty five

Heretofore, to-wit: on the 16th day of January 1885 the following petition was filed with the Clerk of said Court, which reads as follows:

S. & Lee Plaintiff. }
vs. } Court of Common Pleas, Union County, Ohio.
Richard A. White and }
E. E. Lamb Defts. }

Petition 4693

The plaintiff says: That on the 31st day of March 1882 the defendant Richard A. White made and delivered to Emma E. Lamb his three promissory notes of that date and thereby promised to pay to the order of said E. E. Lamb $100. in two years thereafter @ 7½ % interest payable annually. - $100 in three years thereafter @ 7½ % interest payable annually and $100 in four years thereafter @ 7½ % interest payable annually. (Copies of said notes with all credits are hereto attached and Marked Exhibit "A" "B" & "C" respectively)

2d The Defendant Richard White who was then and still is unmarried, on said 31st day of March 1882 to secure the payment of said notes and the interest thereon executed and delivered to said E. E. Lamb his mortgage deed and thereby conveyed to the said E. E. Lamb and her heirs and assigns the following lands and tenements situate in said County of Union and State of Ohio in Leesburg Township being a part of U. M. Survey No 3693 and bounded and described as follows:

Beginning at a stake in the center of Bokes Creek, original corner to Thomas Emmks land and in the westerly line of said Survey, thence with said Survey line N. 9° E. 129½ Poles to the center of the Marion road; thence with the center of said road N. 26½° E. 19 Poles to a stake in said road and in the North Line of the Survey; thence with said line S. 81° E. 13 5/100 Poles to a stake North west corner to Sarah A. Greens land; thence with the west line of Ashley Lightlingers and Sarah A. Greens as now fenced. S. 8½° W. 252 Poles to a stone and brick on the North bank of Bokes Creek; thence same course S. 8½° W. 17⅗ Poles to the center of said creek; thence up the creek with the present channel thereof to the beginning, containing 63 acres and 100 Poles more or less.

Also the following tract in said Township, County and State & in U. M. Survey No 3693 Beginning in the center of Bokes Creek on the east line of lands formerly owned by Francis Scott at the old bridge on the Marion road; Thence down said Creek with the meanderings thereof to a stake in the original east line of said Survey; thence with said line N. 9° E. to Joseph Whites corner, thence on a straight line to the beginning, containing 2 acres more or less.

Also the following tract situate in said Township County and State aforesaid & in U. M. Survey No 3693 and bounded and described as follows: Beginning at the south west corner of Joseph Whites land in the original line of said Survey. Thence N. 7° with said

line to the Marion road; thence S. 20° W. with Francis Scotts land to Bokes creek at Isaac Whites corner; thence on a straight line to the place of beginning, containing 6 acres of land more or less.

The conditions contained in said mortgage deed was in substance that if said R.H. White should pay said above described notes and the interest thereon, when due according to the tenor thereof then these presents should be void, otherwise to be and remain in full force and virtue in law.

3d On the 3rd day of March 1882 at 3 oclock P.M. the said mortgage was delivered to the Recorder of said County to be by him entered on record and was recorded on the 4th day of April 1882 in Vol 17 Page 391 of Records of Mortgages for Union County, Ohio.

4th Afterwards, and before the maturity thereof said E.E. Lamb for a full fair & valuable consideration, sold, endorsed and delivered the note of $1000, due March 31st 1884 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 the sum of One Thousand Dollars with interest thereon @ 7½ per cent. from the 31st day of March A.D. 884.

6th The Plaintiffs therefore asks judgment against said Richard H. White for said sum of One Thousand Dollars with 7½ % interest thereon from the 31st day of March A.D. 884 and that said mortgage may be foreclosed, the said premises ordered to be sold, and the proceeds applied in the satisfaction of said debt and for all proper relief.

A.J. Carpenter Atty for Plaintiff.

The State of Ohio, Union County ss. A.J. Carpenter being sworn says that he is the attorney for the above named plaintiff and duly authorized herein. Affiant further says 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 he verily believes.

A.J. Carpenter.

Sworn to by A.J. Carpenter before me and signed by him in my presence this 16th day of January 1885.

(Seal)

J.C. Burgner, Clerk.

Praecipe. To Clerk: Issue summons for the defendant Richard H. White in the above intitled action returnable according to law.

Endorse. "Amount Claimed $1000 @ 7½ % interest from March 31st 1884 & foreclosure of Mortgage.

A.J. Carpenter.

Copy of Note "A"

$1000 00

Marysville Ohio March 31st 1882

"Two years after date I promise to pay to the order of E.E. Lamb" "One Thousand Dollars at 7½ % interest from date until paid interest payable annually, value received"

"Interest paid to March 31st 83".

"Interest paid to Mch 31st 1883"

"R.H. White"

Summons

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Sheriff's Return

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A. & Lee

vs

R.H. White

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On the 16th day of January 1885 A 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 Union Greeting; We command you to notify Richard A White that he has been sued by S K Lee in the Court of Common Pleas of Union County and that unless they answer by the 4th day of February A.D. 1885 the petition of said S K Lee against them filed in the Clerks Office of said Court, such Petition will be taken as true and judgment rendered accordingly.

You will make due return of this Summons on the 26th day of January A.D. 1885. Witness my hand and the seal of said Court this 16th day of January, A.D. 1885.

(Seal) J. C. Burgner, Clerk.

Endorsed; In action for foreclosure of Mortgage. Amount claimed $1000.00 at 7 2/0 % int. from March 31st 1884.

Sheriff's Return. The State of Ohio Union County ss Received this writ Jan. 17th A.D. 1885 at 10 o'clock A.M. and pursuant to its command on the 21st day of January A.D. 1885 I served the same by leaving at the usual place of residence of the within named R.A. White a true copy of this writ with endorsements thereon. Service 3.00 Mileage $1.60 Cop. 20 Total $2.10.

Marion Hopkins Sheriff.

On the 16th day of January 1885 An Answer was filed with the Clerk of said Court, to-wit:

S K Lee Plaintiff. }
vs } Court of Common Pleas, Union County, Ohio.
R A White the Defts. }

Answer. Emma E Lamb now comes and enters her appearance herein and files this her answer and says: That she is the E E Lamb to whom said note & mortgage, described in the plaintiffs petition, were executed, That she sold and assigned the first note of $1000 to the plaintiff. That she still holds & owns the remaining two notes (copies of which are hereto attached marked B & C) and that there is owing to her from the said Defendant R A White the sum of Two Thousand Dollars with interest thereon @ 8% from March 31st 884 interest to be computed & paid annually. This defendant asks the protection of the Court in the premises and that in case said premises are sold her notes be paid out of the proceeds of said sale and for all proper relief.

A J Carpenter Atty for E E Lamb

The State of Ohio Union County ss. A J Carpenter being sworn says he is the attorney for the above named deffendant Emma E Lamb duly authorized herein. That said E E Lamb is a non-resident of the said County of Union and is now about to depart from the State of Ohio, and further says that the facts stated and allegations contained in plaintiffs foregoing petition are true as he verily believes.

A J Carpenter.

Sworn to by A J Carpenter before me and signed by him

in my presence this 15th day of January 1885.

Seal

J.D. Burgner, Clerk.

Copy of Note "B"

"$1000.00 Marysville, Ohio. March 31st 1882 "
"Three years after date I promise to pay to the order of E.E. Lamb One "
"Thousand Dollars, at 7½% interest from date until paid, Interest "
"payable annually, value received. "
" Interest paid to Mch 31st 1883 "
" Interest paid to Mch 31st 1884 "

Copy of Note "C"

"$1000.00 Marysville Ohio. March 31st 1882.
" Four years after date I promise to pay to the order of E.E. Lamb. "
" One Thousand Dollars at 7½% interest from date until paid, Interest "
" payable annually Value Received"

"R.H. White"

Entry

On the 17th day of February 1885 the following entry was made on the Journal of said Court, to-wit:

S.H. Lee Plaintiff }
vs }
R.H. White etals. }

And now comes the said S.H. Lee by A.J. Carpenter his attorney and the defendant Emma E. Lamb also by A.J. Carpenter her attorney and the said Defendant Richard H. White still failing to answer or demurr to said Petition it is consudered that the said Plaintiff is entitled to an account of the money due him in the premises and the Court after hearing the evidence do find that there is now due to the said plaintiff on the note and mortgage in said petition described the sum of One Thousand & Sixty three & 56/100 Dollars. ($1063 56/100)

It is therefore considered by the Court here that the said plaintiff recover of the said defendant the said sum of One Thousand & Sixty three & 56/100 Dollars ($1063 56/100) with interest thereon @ 7½% from this the 16th day of February 1885 the sum so found due as aforesaid and also his costs taxed to $

And it is further ordered and adyndged that in case the defendant Richard H. White fails for five days from this 16th day of February 1885 to pay to the said plaintiff the said sum of One Thousand & Sixty three & 56/100 Dollars ($1063 56/100) so as aforesaid found due with costs of suit, an order issue to the Sheriff of said County commanding him to cause said lands and tenements in said Petition described to be appraised, advertised and sold according to law and bring the proceeds into Court subject to the further order of the Court as to the distribution thereof.

On the 16th day of March 1885 An Order of Sale was issued by the Clerk of said Court, 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 17th day of February A.D. 1885 in the cause of S.H. Lee Plaintiff and R.H. White et al Defendants. said S.H. Lee obtained a yudgment or

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decree against the said R.H. White dec for the sum of Ten Hundred Sixty three 56/100 Dollars and Dollars costs of suit. And where as. It was thus there by said Court ordered, adjudged and decreed that the said R.H. White et al. shall within 5 days from the 17th day of February A.D. 1885 pay into the said S.H. Lee the said sum of ten hundred sixty three 56/100 Dollars with interest from the 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 Plaintiff's Petition, &c. And whereas. the 5 days aforesaid have fully expired and the said sum of #1863 56/100 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: Situated in the Township of Leesburgh County of Union and State of Ohio. Bounded and described as follows; Part of U.M. Survey No 3695; Beginning at a stake in the center of Bokes Creek original corner to Thomas Tunks land and in the westerly line of said Survey; thence with said Survey line N. 9° E. 129½ poles to the center of the Marion Road; Thence with the center of said road N. 26½° E. 119 poles to a stake in said road and in the north line of the Survey; Thence with said line S. 81° E. 13 57/100 poles to a stake North west Corner to Sarah A. Green's land; Thence with the west line of Ashley Kightlingers and Sarah A. Green's as now fenced S 8½° W 252 poles to a stone & brick on the north bank of Bokes Creek; Thence same course S. 8½° W. 1 40/100 poles to the center of said Creek; Thence up the creek with the present channel thereof to the beginning containing 63 Acres & 100 Poles more or less.

Also the following tract in said Township, County and State & in U.M. Survey No 3693. Beginning in the center of Bokes Creek and east line of lands formerly owned by Francis Scott at the old bridge on the Marion Road; Thence down said Creek with the meanders thereof to a stake in the original east line of said Survey; Thence with said line N. 9° E. to Joseph White's corner; Thence on a straight line to the beginning containing 2 acres more or less.

Also the following tract situated in said Township, County & State aforesaid & in U.M. Survey No 3693 & bounded and described as follows= Beginning at the South West corner of Joseph White's land in the original line of Pharisburg; Thence N. 9° E. with said line to the Marion road; thence S. 20° W. with Francis Scott's land to Bokes Creek at Isaac White's corner; Thence on a straight line to the place of beginning. Containing 5 Acres of land 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.D. Burgner, Clerk.
By N. Milk nget Deputy.

Sheriff's Return. The State of Ohio Union County ss. In obedience to the command of the Order of Sale herein to annexed I did on the 15th day of April 1885 summon B.H. Welsh, L.J. Webster and S.F. Newlove 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 15th day of 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 Sixty eight 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 15th day of April 1885 I caused to be advertised in the Marysville Tribune (a news paper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale at the door of the Court House of said County on the 15th day of May A.D. 1885 at 2 o'clock P.M. of said day. And having advertised the said lands & tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks; and in pursuance to said notice, I did on said 15th day of May A.D. 1885 at the time and place above mentioned proceed to offer said lands & tenements at public sale and then and there came S.H. Lee who bid for the same the sum of Forty Five & 50/100 Dollars per acre. and said sum being more than two thirds of the appraised value thereof and said S.H. Lee being the highest and best bidder therefor, I then & there publicly sold and struck off said lands and tenements to him for said sum of Forty Five & 50/100 Dollars per acre. Service .30
Summoning & Swearing Appraisers $1.20 Conveying Appsrs $1.00
Writing Appsl .30 Copy of Appsl .30 Notice to Pr. .30 Mileage $4.80
Total $8.20 Appsrs Fee 3.00 Printers Fee $19.50

Marion Hopkins Sheriff
By A.H. Goodman Deputy.

Order to Clerk of Sale
S.H. Lee
vs
R.H. White &

Printer's Notice

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Sheriff's Notice

On the 22d day of May 1885 a Writ of Order was filed with the Clerk of said Court, to-wit:

St Lee
vs
R.A. White et al

} Court of Com. Pleas, Union County, Ohio.

By virtue of the above stated Writ to me directed from the Court of Common Pleas of Union County, State of Ohio. I will offer at public sale at the North door of the Court House, in Marysville, Ohio. on Friday, May 15th A.D. 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 Lusbury, County of Union, State of Ohio, and being known & described as follows: Part of V.M. Survey No. 3695. Beginning at a stake in the center of Bokes Creek, original corner of Thomas Funk's land and in the westerly line of said survey; Thence with said survey line North 9° E. 129½ Poles to the center of the Marion road; Thence with the center of said road north 26½ E. 114 Poles to a stake in said road in the north line of the survey; thence with the said line south 81° E 13 2/100 Poles to a stake; North west corner to Sarah A. Green's land; Thence with the west line of Ashley Lightlingers and Sarah A. Green's as now fenced south 8½° W. 252 Poles to a stone and Brick on the north bank of Bokes Creek; thence same course south 8½° W. 1 40/100 Poles to the center of said Creek; Thence up the creek with the present channel there of to the beginning, Containing 63 Acres & 100 Poles, more or less.

Also the following tract in said Township, County and State and in V.M. Survey No 3693 beginning in the center of Bokes Creek and east line of lands formerly owned by Francis Scott at the old bridge on the Marion road; Thence down said Creek with the meanderings there of to a stake in the original east line of said Survey: Thence with said line N. 9° E. to Joseph White's Corner; Thence on a straight line to the beginning, Containing 2 Acres more or less.

Also the following tract Situated in said Township, County and State aforesaid, and in V.M. Survey 3693. and bounded and described as follows: Beginning at the Southwest corner of Joseph White's land in the original line of Pharisburg; Thence north 7° E. with said line to the Marion road; Thence South 20° W. with Francis Scott's land to Bokes Creek at Isaac White's corner; thence on a straight line to the place of beginning containing 5 Acres of land, more or less. Appraised at $68.00 per Acre, Terms of Sale - Cash.

A.J. Carpenter Atty.

Marion Hopkins Sheriff of Union Co.

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 A.D. 1885.

H.O. Shearer

Sworn to and subscribed before me this 22d day of May 1885.

Seal

J.D. Burgner, Clerk

Afterward on the 27th day of May 1885 the following entry was made on the Journal of said Court which reads as follows, to-wit:

Entry

S.H. Lee
vs
R.H. White et al

This day this cause came on to be heard on the return of the Sheriff of the Order of Sale issued herein with his report of his proceedings and sale of lands and tenements under said order. And the Court having carefully examined the said proceedings and being satisfied that said sale has in all respects been made in conformity to the provisions of the Statute in such cases made and provided, finds the same to be legal and does therefore approve and confirm the same.

And it is further ordered that the Sheriff make the purchaser S.H. Lee a deed in fee simple for the lands and tenements so sold. And the said purchaser hereby is subrogated to all the rights of any lien holder who may be satisfied herein for the protection of his title. 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: $134.52

Second - To the Clerk of this Court, the costs of this action, taxed to $42.35

Third - To the Plaintiff the amount due on his note & mortgage to wit $1086.73

Fourth - To the defendant Ella E. Lamb to apply on her two notes the balance of the money in said Sheriff's hands, to-wit: $1930.90

Attest: J. D. Borgner, Clerk.

Pleas before his Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union of the third Sub division of the 15th Judicial District of the State of Ohio on the 18th day of May A.D. 1885.

Heretofore, to-wit: on the 17th day of March 1884 the following petition was filed with the clerk of said Court, which reads as follows to-wit:

Petition #486.

Knaget Harriman Plaintiff.
vs
Ella Argo, Geo. H. Argo.
D. W. Ayers & Union County
Bank. Defendants

} Court of Common Pleas Union County Ohio.

The plaintiff says= That on the 20th day of November A.D. 1882 the defendants Ella Argo and Geo. H. Argo, her husband, made and delivered to The Lewis Cook Manufacturing Company or bearer their promisory note of that date of which the following is a copy with all the endorsements thereon, to: wit:

" $130.00 Richwood Ohio. Nov. 20th 1882 "

" On the 20th " day of November 1883 I or either of us promise to pay

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"The Lewis Cook Manufacturing Company Or bearer One Hundred"
"and Thirty dollars, value received, with interest from date at six"
"percent. per annum, and eight percent after due." "Ella Argo"
"Geo A. Argo"

Indorsed as follows, on back, viz:
"For the purpose of obtaining credit on the within note I hereby certify"
"that I, we or either of us own 113 acres of land in York & Taylor Town"
"ship Union County, Ohio. valued at $5000 with $2100 incumberance"
"and — dollars chattle property. And our separate estates are"
"binding for the payment of the same" "Ella Argo"
"G A. Argo"

There are no credits thereon: After the execution and delivery of said note and before its maturity the Plaintiff for a full, fair and valuable consideration, purchased the same and he is now the legal owner and holder thereof.

Plaintiff says that at the time of the execution and delivery of said note the Defendant Geo. A Argo, was, and he still is insolvent. Plaintiff further says that at the time of the execution of said note the defendant, Ella Argo, who is the wife of said Geo. A. Argo, was the owner and in possession of the undivided one half of the following described lands, and she still is the owner thereof, to-wit: Situate in the County of Union and State of Ohio, and bounded and described as follows, to-wit: Beginning at a stone in the S.E. corner of Wm T Fultons home farm and N.E. of Adams' farm of which the land herein described is part. Thence with said Fultons South line and with the County road N 80 3/4° W 92 7/10 poles to a stone in the said Fulton's line; Thence S. 8 1/2° W 95 44/100 poles to one Elm on the banks of Bokes Creek; Thence down the creek with the center thereof the following course and distance along the Creek S. 23 1/4° E. 15 6/10 poles. S. 60°. E. 24 44/100 poles. S. 80° E. 23 7/10 poles N. 75 1/2° E 10 97/100 poles to a stake witness an Elm N. 12° E. 4 poles from the center of the creek S 8 1/2° W 69 26/100 poles to a stone in the road; Thence with said road S 80 1/2° E. 26 26/100 poles to a stake and stone at the S. E corner of Survey No 3690. Thence with said line N 8 1/2° E 59 1/2 poles to a stone, White oak & beech; Thence S. 82° E. 87 1/2 poles to a stone in the east line of the land known as the Keller land; Thence with said line N. 8 1/2° E. 75 7/10 poles to the center of Bokes Creek, thence up the center of said Creek to the N.W corner of said Keller tract and in the line of said survey No 3470, thence with the said line N. 8 1/2° E. 54 poles to the beginning, containing One Hundred and Thirteen Acres of land. 78 12/160 Acres in Survey No 3470 and 34 148/160 Acres in Survey No 3690.

Plaintiff says the debt, for which said note was executed, was allowed to be incurred upon the faith of the written indorsement on said note and upon the seperate estate of defendant Ella Argo and in signing said note and property statement said Ella Argo expressly intended to and did thereby bind her seperate property and estate for the payment thereof. Plaintiff further says that said Ella Argo is the owner beyond dispute of the undivided one half of said above described land and that she at the time

of the execution of said note, and now claimed and still claimes to be the owner of all of said lands, and in signing said note she bound all the interest or estate she had or has in said tract for the payment thereof. The Plaintiff further says that the defendants, The Union County Bank and D. W. Ayers have some interest in or claim upon said lands by virtue of Mortgage which they each hold, and Plaintiff asks that they each be required to answer and set up whatever interest they may have therein.

Therefore Plaintiff asks that said amount of One Hundred and Thirty Dollars and interest at 6% from Nov. 20th 1882 to Nov. 20th 1883 and interest @ 8% from Nov. 20th 1883 be adjudged to be due him, and that he have judgment against said Ella Argo and Geo. H. Argo therefor if the Court has power to render personal judgment, and that the defendant Ella Argo's separate property above described, including all of said land if she is in fact the owner of all, and if not, her half thereof, be subjected to the payment thereof and that she be adjudged to pay the same within a day to be named by the Court or in default thereof that an order issue causing said lands to be appraised, advertised, and sold to pay said indebtedness and for all proper relief.

A. J. Carpenter Atty for Pltff.

The State of Ohio Union County ss. Knight Harriman the above named Plaintiff being sworn says that the facts stated and the allegations contained in his foregoing petition are true as he verily believes.

Knight Harriman.

Sworn to by Knight Harriman before me and signed by him in my presence this 17th day of March A.D. 1884.

(Seal)

J. D. Burgner, Clerk.

Praecipe — To Clerk: Issue Summons to the Sheriff of Union County, O. for Ella Argo, D. W. Ayers and Union County Bank, and to the Sheriff of Franklin County, O. for Geo. H. Argo returnable according to law. Endorse, Amt. claimed $130.00 @ 6% int. from Nov. 20th 1882 to Nov. 20th 1883 and at 8% int. from Nov. 20th 1883. and action to subject separate estate of Ella Argo to the payment thereof.

A. J. Carpenter Atty for Pltff.

Afterward on the 17th day of March A.D. 1884 the 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 Franklin: Greeting: We command you to notify George H. Argo (in the Penitentiary) that he and others have been sued by Knight Harriman in the Court of Common Pleas of Union County, and that unless he answer by the 19th day of April A.D. 1884 the petition of said Knight Harriman 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 31st day of March A.D. 1884. Witness my hand and the seal of said Court this 17th day of March A.D. 1884.

(Seal)

J. D. Burgner, Clerk.

Sheriff's Return — Endorsed, Nov 20th 1883 a... pate estate

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Sheriff's Return — The State... at 1 o'clock P.... A.D. 1884 ... Cashier of ... County Ba... Service .60

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Endorsed, Amount claimed $130 00 at 6% int. from Nov 20th 1882 to Nov 20th 1883 and at 8% int. from Nov 20th 1883 and action to subject separate estate of Ella Argo to the payment thereof.

Sheriff's Return

The State of Ohio Franklin County ss. Received this writ March 20th A.D. 1884 and pursuant to its command on the 20th day of March A.D. 1884. I served the same by delivering personally to Geo. H. Argo a true copy of this writ with the endorsements thereon. Service .30 Mileage .48 Cop. .20 Doc. & Rec. &c. .31 Total $1.29. Louis Himmelein Sheriff.
By P. J. Sullivan Deputy

On the 17th day of March 1884 A 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 Union, Greeting: We command you to notify Ella Argo, D. H. Ayers and Union County Bank. that they have been sued by Knight Harriman in the Court of Common Pleas of Union County and that unless they answer by the 19th day of April A.D. 1884 the petition of said Knight Harriman against them filed in the clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 31st day of March A.D. 1884. Witness my hand and the seal of said Court this 17th day of March A.D. 1884

Seal

J. D. Burgner, clerk.

Endorsed, Amount claimed $130 00 at 6% interest from Nov 20th 1882 to Nov 20th 1883 and at 8% int. from Nov. 20th 1883. and action to subject separate estate of Ella Argo to the payment thereof.

Sheriff's Return

The State of Ohio Union County ss. Received this writ March 17th 1884 at 1 o'clock P.M. and pursuant to its command, on the 21st day of March A.D. 1884 I served the same by delivering to Ella Argo, A. J. Blake Cashier of Union County Bank and Morris Hill Assignee of Union County Bank true copies of this writ with endorsements thereon. Service .60 Mileage $4.16 Cop. .60. Total $5.36.

John Hobensack, Sheriff.

On the 21st day of April 1884 A Demurrer was filed with the clerk of said Court, to-wit:

Demurrer

Knight Harriman Pltff.
vs
Ella Argo. Geo. H Argo
D. H Ayers & Union County Bank

} Court of Com. Pleas. Union County, O.

The defendant Ella Argo says: The plaintiff and assigns the following as the grounds of demurrer which appears on the face of the petition. The Court has no jurisdiction of the subject of the action. The petition does not state facts sufficient to constitute a cause of action.

D. H. Ayers Atty for Pltff.

Entry

Afterward, on the 17th day of May 1884 the following entry was made on the Journal of said Court, to-wit:

W. Harriman
vs
Ella Argo et al

This day this cause came on to be heard upon the demurrer to the petition and the Court being fully advised in the premises do overrule the same thereupon defendants asked and obtained leave to file answer within 30 days and cause continued.

Answer

Afterward on the 23d day of September 1884 the following Answer was filed with the clerk of said Court, which reads as follows, to-wit:

Winget Harriman
vs
Ella Argo - Geo. H. Argo
D. H. Ayers & Union County
Bank. Defendants.

Court of Common Pleas, Union County, Ohio.

The defendants Ella Argo now comes and for answer to the petition of the plaintiff says: She admits that she is the owner of the lands therein described and denies that she signed or authorized any one to sign the note for her described in plaintiffs petition. She denies each and every other allegation contained in Plaintiffs petition

D. H. Ayers. Atty for Ella Argo.

State of Ohio Union County ss. Ella Argo being first duly sworn says the facts stated and allegations made in her foregoing answer are as she believes true.

Ella Argo.

Sworn to before me and signed in my presence this 22d day of September A.D. 1884.

Clerk's Fees

J. B. Burgner, Clerk.

Entry

Afterward on the 5th day of June 1885 the following entry was made on the Journal of said Court, which reads as follows;

Winget Harriman
vs
Ella Argo et.als.

This cause coming on for hearing and a jury being waived, and submitted to the Court upon the pleadings and evidence; On consideration whereof, the Court find that the defendants Ella Argo & Geo. H. Argo both signed the note described in plaintiffs petition and that there is justly due from said Ella & Geo. H. Argo to plaintiff on said note the sum of One Hundred & Twenty five Dollars ($125.00) and that said Ella Argo when she signed said note intended to and did bind her separate property and estate for the payment thereof. It is therefore ordered adjudged and decreed by the Court that said Ella Argo pay to the plaintiff within ten days from this 1st day of June 1885 said sum of One Hundred & Twenty five Dollars so as aforesaid found due with interest from the 1st day of

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Amended Answer and cross. Pet of Hale & Frut.

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June 1885. and costs of suit or in default thereof that the Sheriff of Union County cause the land and tenements in Plaintiff's Petition described to be appraised, advertised and sold according to law and the proceeds applied in satisfaction of Plaintiffs claim.

Attest: J. D. Burgner Clerk.

Pleas before his Honor John A. Price Judge of a Court of Common Pleas. begun and held at the Court House in the town of Marysville, within and for the County of Union of the Third Sub-division of the 18th Judicial District of the State of Ohio on the day of in the year of our Lord One Thousand Eight Hundred & Eighty three.

Supplemental Record from Record No 19 Page 464.

Afterward, on the 24th day of May 1882. the following entry was made on the Journal of said Court which reads as follows; to-wit:

Entry

S. S. McCracken
vs
Isaac H. McCracken et als

No 3442

This day this cause came on for hearing on motion of the cross-petitioners herein to redocket the same, and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do sustain said motion. It is therefore considered and adjudged by the Court that this cause be redocketed on the trial docket of said Court. And thereupon said cross-petitioners asked and obtained leave of the Court to file Amended Answers and cross-petitions herein by the 20th day of June A.D. 1882.

On the 12th day of July 1882 the following Amended Answer and cross-petition was filed with the Clerk of said Court, to-wit:

Court of Common Pleas.
Union County. Ohio.

Amended Answer and Cross. Pet of Hale & Frost.

S. S. McCracken. Plaintiff.
vs
I. H. McCracken, Margaret McCracken. Wm A Ferguson, Godman, Thornhill & Co Rogers Wheel Co. Hale & Frost, S. Carter & Co. Rogers, Duck & Lewis. Rogers Kuhn & Engle. Woodburn, Sarven, Wheel company. E Zwick & Son, Wagner & Forney & H. H. Kyle, Defendants.

And now come the defendants Hale & Frost, leave of Court having been first had, and file this their Amended Answer & Cross-Petition herein, and say:

That they are carpenters doing business in the State of Ohio under the firm name and style of Hale & Frost and not incorporated.

The said Hale & Frost say:

1. That on the 16th day of Nov. A.D. 1877

the defendant D.H. McCracken made and delivered to said defendants Hale & Fret, his promissory note of that date and thereby promised to pay to said Hale & Fret the sum of Three Hundred and Two Dollars in two years thereafter, with interest thereon at 6% (a copy of said note is hereto attached marked Exhibit "A")

(2) The defendants D.H. McCracken and Margaret McCracken, his wife, to secure the payment of said note, on said 16th day of Nov. A.D. 1877 executed and delivered to said Hale & Fret, defendants aforesaid, their mortgage deed and thereby conveyed to said Hale & Fret their heirs and assigns the following premises to-wit= Situate in the County of Union and State of Ohio, and in the Village of Richwood, being all of Lot Number Two Hundred & Twelve (No 212) in Poppleton's addition to Richwood Ohio - Also a piece off of the North side of Lot Two Hundred & Eleven (No 211) in the same addition 19½ feet wide in front and Seven (7) feet wide on the alley.

The conditions contained in said mortgage deed was in substance that if said D.H. McCracken should pay said note & interest when the same became due according to the tenor thereof, then these presents shall be void, otherwise to be and remain in full force in law.

(3) On the 16th day of November A.D. 1887 at 3 o'clock P.M. said mortgage was delivered to the Recorder of said County to be by him entered on record, and was recorded on the 19th day of November A.D. 1877 in Union County Record of Mortgages, Vol 13. Page 561.

(4) No part of said indebtedness has been paid and there is remaining due thereon the sum of Three Hundred & Two Dollars with interest thereon from the 16th day of November A.D. 1877.

(5th) The said defendants Hale & Fret. therefore ask judgment against said D.H. McCracken for said sum of Three Hundred & Two Dollars with interest thereon from the 16th day of November A.D. 1877 and that said mortgage may be foreclosed and said premises ordered to be sold and the proceeds applied to the payment of said debt in the order of its priority with the valid liens of plaintiff and other defendants herein as the same shall be determined by the Court, and for all proper relief.

A.J. Carpenter and J.M. Brodrick Attys
for Hale & Fret.

The State of Ohio Union County ss. A.J. Carpenter being sworn says he is one of the attorneys of the above defendants Hale & Fret, duly authorized herein. That said Hale & Fret are now residents of said County of Union and now absent therefrom and that the facts stated and allegations contained in the foregoing answer are true as affiant verily believes.

A.J. Carpenter.

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

J.D. Burgner, Clerk.

Note. "Exhibit A" $302 00/100 Upper Sandusky O. Nov 16th 1877.
"Two years after date I promise to pay to Hale & Fret or Bearer Three Hundred & Two Dollars for value" "received to draw 6% interest from date (signed) "D.H. McCracken" "

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On the 10th day of July 1882 the following Entry was made on the Journal of said Court - to-wit.

Entry

S.S. McCracken
vs
Isaac N. McCracken et als

And now comes the said defendants Hale & Frost and the defendant W.H. Ferguson by their attorneys respectively and the said defendants still failing to answer or demur to the answer and cross-petition of said W.H. Ferguson, it is considered that the said Hale & Frost and said W.H. Ferguson are each 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 Hale & Frost on the note and mortgage in their answer and cross-petition described to June 27th 1882 the sum of Three Hundred and Eighty five & 65/100 Dollars. And that there is due to W.H. Ferguson on the notes and mortgages in his answer and cross-petition described to June 27th 1882 the sum of Four Hundred Fifty-one & 53/100 Dollars. It is therefore considered by the said Court that the said Hale & Frost recover of the defendant Isaac N. McCracken the said sum of Three Hundred & Eighty five & 65/100 Dollars the sum so found due as aforesaid and also his costs taxed to $—— And it is further ordered and adjudged that in case the said Isaac N. McCracken fails for five days from the 27th day of June A.D. 1882 to pay to said Hale & Frost said sum of $385.65 and to said W.H. Ferguson said sum of $451 53/100 so as aforesaid found due with costs of suit, an order issue to the Sheriff of said County commanding him to cause the said lands and tenements in said answers and cross-petitions described to be appraised, advertised and sold according to law, and that he bring the proceeds of said sale into Court subject to the further order of the Court, as to the distribution thereof.

On the 2d day of September 1882 the following Entry was made on the Journal of said Court, to-wit:

Entry

S.S. McCracken
vs
Isaac N. McCracken et al

And this cause came on further to be heard on the cross-petition of W.H. Ferguson & thereupon the Court being fully advised in the premises do find there is due to said Ferguson on the note & mortgage first mentioned in said cross-petition the sum of One Hundred & Eight dollars on the mortgage given by Isaac N. McCracken & wife for the purchase money of Lot 212 in said petition described & recorded January 16th 1871 Further that there is due to said Ferguson on said mortgage in said cross-petition described as recorded, lots 212 & part of Lot 211 described in said cross-petition the sum of three hundred & forty three & 45/100 dollars which mortgage signed by Isaac N. McCracken & his wife Margaret McCracken Feby. 21st 1877 as alleged in said cross-petition. It is therefore ordered and decreed that if the said Isaac N. McCracken & Margaret McCracken fails for

twenty days from the rising of this Court to pay said sums of money with interest from this 27th day of June 1882. and the costs of this proceeding. then an Order of Sale issue on the demand of said Ferguson directed to the Sheriff of this County, commanding him to appraise, advertise & sell according to law the said Premises in said petition described & the Proceeds thereof bring into Court to await the further order of the Court distributing said Proceeds among the parties and for that purpose this cause is continued.

On the 12th day of July A.D. 1882 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 1st day of May A.D. 1882 in the cause of S.S. McCracken Plaintiff, and Isaac N. McCracken et al Defendants, it was ordered, adjudged and decreed as follows, to-wit: That an order issue out to the Sheriff of Union County, Ohio. Commanding him to cause the lands and tenements described in Plaintiff's Petition to be appraised, advertised and sold according to law, and bring the proceeds into Court for further order therein.

Said lands and tenements are described as follows:

The following lands and tenements situate in the County of Union and State of Ohio and in Claibourne Township and in the Village of Richwood and bounded & described as follows, to wit: Being a piece off of the North side of In Lot. No Two Hundred and Eleven (211). Nineteen & one half (19½) feet wide on the front and Seven (7) feet wide on the alley.

Also all of In lot No Two Hundred and Twelve (212) Situate in Poppletons addition to the incorporated Village of Richwood in said County of Union and State of 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 days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, Ohio, this 12th Day of July A.D. 1882.

Seal

J.D. Burgner, Clerk.

Sheriff's Return

The State of Ohio, Union County, ss. In obedience to the command of the Order of Sale, hereto annexed, I did on the 14th day of July 1882 summon Wm Burgner, Geo. Smith and F.P. Beatty 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 14th day of July A.D. 1882 said appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at $2300.

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Alias Order of Sale

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A certified copy of said appraisal forthwith deposited in the Office of the Clerk of the Court of Common Pleas of said County, and on the 20th day of July 1882 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 August A.D. 1882. at 1 o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks, and in pursuance to said notice, I did on said 19th day of August A.D. 1882 at the time and place above mentioned proceed to Offer said lands and tenements at public sale. Not sold for want of bidders. Service .30 Levy .30 Sum. & Swearing Appsrs. $1.20. Writing Appraisal .30. Copy of Appraisal .30 Notice to Printer .30. Writing Notice .30. Mileage $2.36 Total $5.56 Appraisers fee. $3.00 Printer's fee $6.75

John Hobensack Sheriff.

On the 9th day of September 1882 the following Printer's Publication was filed with the Clerk of said Court, to-wit:

Publication

S.S. McCracken
vs
D.H. McCracken et al
} On Order of Sale.

By virtue of the above stated Writ to me directed from the Court of Common Pleas of Union County, Ohio. I will Offer at Public Sale at the door of the Court House in Marysville Ohio. on Saturday, August 19th 1882 at or about the hour of one. o'clock P.M. on said day the following real estate to-wit: Situate in the Village of Richwood, County of Union, State of Ohio, and being known and described as follows: Being a piece off of the north side of the Lot No Two Hundred and Eleven (211) Nineteen and a half (19½) feet wide on the front and Seven (7) feet wide on the alley. Also all of in lot No Two Hundred & Twelve (212). Situate in Poppleton's addition to the Village of Richwood in said County of Union and State of Ohio. Appraised at $2300 Cs. Terms of sale:- Cash.

John Hobensack Sheriff. of Union Co.

Carpenter & Brodrick, Attorneys. July 20th 1882.

State of Ohio, County of Union ss. I, Robert Smith do make oath that the advertisment, of which the annexed is a copy, was published for 5 weeks, to-wit: July 20th & 27th & August 3d. 10th, 17th & 24th A.D. 1882 in the Richwood Gazette a Weekly Newspaper printed in, and being of general circulation within said county, and of which I am Editor,

Robert Smith.

Sworn to and subscribed before me, this 9th day of September A.D. 1882.

J.S. Burgner, Clerk.

On the 27th day of April A.D. 1883 the following Alias Order of Sale was issued by the Clerk of said Court, to-wit:

Alias Order of Sale

The State of Ohio Union County, ss. To the Sheriff of said County, Greeting: Whereas at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union upon the 27th day of

June 1882 Hale & Fruet et.al. obtained a judgment or decree against D.H. McCracken et.al. for the sum of Three Hundred and Eighty five and 65/100 Dollars and many dollars costs of suit. And whereas it was then and there by said Court ordered, adjudged and decreed that the said D.H. McCracken et.al. within 10 days from the 27th day of June A.D. 1883 pay unto the said Hale & Fruet et.al. the said sum of Three Hundred & Eighty five and 65/100 Dollars with interest from the 27th day of June 1883 and costs aforesaid, and upon default to pay the same, that an Order of Sale issue to the Sheriff of said County, commanding him to proceed according to the statute regulating judgments and executions at law. to sell the real estate described in the Plaintiffs petition &c.

And whereas, the ten days aforesaid, have fully expired, and the sum of $385 65 and costs aforesaid, have not been paid, or any part thereof, as appears to us of record; And whereas, under a former order of sale issued out of this Court, on the 7th days of A.D. 188— the following lands and tenements were appraised, advertised and offered for sale, to-wit:

Situate in the County of Union and State of Ohio and in Claibourne Township and in the Village of Richwood and bounded and described as follows, to-wit: Being a piece off of in lot number Two Hundred and Eleven (211) Nineteen & one half (19½) feet wide on the front and Seven (7) feet wide on the Alley. Also all of lot number Two Hundred and Twelve (212) Situate in Poppletons addition to the incorporated Village of Richwood in said County of Union and State of Ohio.

And whereas, no sale was had under said order, we therefore command you, that you proceed without delay to advertise and sell according to the statute regulating judgments and executions at law. The said premises above described under the appraisement had under the said former order of sale, to wit= $2300 and the money arising from said sale, and your proceedings herein, have you before our Court of Common Pleas next to be holden in and for said County of Union and make return of this order within sixty days from the date thereof.

Witness my hand and the seal of said Court, at Marysville, O. this 27th day of April A.D. 1883.

Seal

J.L. Burgner, Clerk.

Sheriff's Return

The State of Ohio Union County s.s. In obedience to the command of the order of sale hereto annexed, I did on the 1st day of May 1883 cause to be advertised in the Richwood Gazette (a newspaper printed and published and of genral circulation in Union County) said land and tenements to be sold at public sale at the door of the Court House of said County, on the 2d day of June A.D. 1883 at 1 o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale to-wit: 5 consecutive weeks and in pursuance to said notice I did on the 2d day of June A.D. 1883 at the time and place above mentioned, proceed to offer said lands and tenements at public sale at the door of the Court House and then and there came, W.K. Ferguson, D.C. Hale & Geo. N. Fruet who did for the same the sum of Fifteen Hundred and Thirty five Dollars and said sum being more than two thirds the appraised value thereof and said W.K. Ferguson, D.C. Hale & Geo. N. Fruet being the highest and

Proof of Publication

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highest and best bidders therefor, & then and there publicly sold and struck off said lands and tenements to them for said sum of $1535oo. Notice to Printer .30 Affidavit of Printer .30 Writing Notice .30 Mileage $2.56 Poundage $20.50. Total $ 23.96 Printer's Fees $8.40

John Hobensack Sheriff.

On the 9th day of June 1883 the following Proof of Publication was filed with the Clerk of said Court, to-wit=

Proof of Publication

S. S. McCracken }
vs } On Alias Order of Sale.
D. H. McCracken et al }

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio. I will offer at public sale at the north door of the Court House in Marysville, Ohio, on Saturday, June 2nd 1883, at or about the hour of one oclock P.M. on said day the following described real estate, to-wit: Situate in the Township of Claibourne and in the Village of Richwood, County of Union, State of Ohio, and being known and described as follows, to-wit= Being a piece off of the Lot No Two Hundred and Eleven (211) Nineteen and one half (19½) feet wide on the front and Seventy (70) feet wide on the alley. Also all of the Lot No Two Hundred and Twelve (212). Situate in Poppletons addition to the incorporated Village of Richwood, in said County of Union and State of Ohio.

Appraised at $2300oo Terms of sale-cash

John Hobensack Sheriff of Union Co O

State of Ohio County of Union ss. I Robert Smith, do make oath that the advertisment of which the annexed is a copy, was published for 5 weeks, to-wit: May 3. 10th 17th 24th and 31st A.D. 1883 in the Richwood Gazette a Weekly News Paper printed in, and being of genral circulation within said County, and of which I am editor.

Robert Smith.

Sworn to and subscribed before me this 9th day of June A.D. 1882.

H. B. Burgner, Clerk.

On the 18th day of September 1883 the following Answer & Cross-Petition was filed with the Clerk of said Court, to-wit=

Answer & Cross. Pet of R. D & L.

S. S. McCracken }
vs } Court of Common Pleas Union County.
D. H. McCracken et al }

And now comes Rodgers, Duck & Lewis a Partnership Firm doing business in Ohio and enter their appearance herein as parties defendant, and say, by way of answer & cross petition, that they deny the allegations of the Plaintiffs petition, and further that they the said defendants obtained a judgment by the judgment of said Court of Common Pleas of Union County against the said D. H. McCracken at the Febyry term thereof 1877 for $179oo on which has been paid the sum of $59oo and that there remains unpaid on said judgment including niterest the sum of $120oo. That the same was and is a valid and subsisting lien against the Real Estate described in said petition and described in the order of sale on which the sale now asked to be confirmed was made

Wherefore said defendants ask that their rights in the premises may be protected and their said judgment may be satisfied from the proceeds of said sale.

P.K.Kerr Atty for Rogers, Duck & Lewis.

State of Ohio Union County s.s. P.K.Kerr being sworn says he is the attorney for the said defendants Rogers, Duck & Lewis in this action and that said defendants are non-residents of said County of Union, and the allegations in the foregoing answer are as he believes true.

P.K.Kerr.

Sworn to before me and subscribed in my presence this 18th day of September 1883.

J.S. Burgner, Clerk.

On the 18th day of September 1883 the following Answer & Cross-Petition was filed with the Clerk of said Court, to-wit

Answer & Cross Pet. of Wagner & Forney

S.S. McCracken
vs
D.H. McCracken et al.
} Court of Common Pleas Union County, Ohio.

And now comes Wagner & Forney a Partnership firm doing business in Ohio and enter their appearance herein as parties defendant and say by way of Answer & Cross Petition that they deny the allegations of Plaintiff. and further they say that they obtained a judgment against the said D.H. McCracken by the judgment of said Court of Common Pleas at the February Term of 1877 and on the 21st day of said Feb 1877 for $144.91 which judgment remains wholly unsatisfied and which was and is a valid and subsisting lien against the Real Estate sold in this proceedings. That there is still due and unpaid on said judgment including interest the sum of $221 00 Two Hundred & Twenty one Dollars. Wherefor said defendants ask that their rights to be protected and that their said judgment be satisfied out of the proceeds of said sale of said premises.

P.K.Kerr Atty for Wagner & Forney

State of Ohio Union County s.s. P.K.Kerr being sworn says he is the attorney for said defendants. Wagner & Forney. and that said defendants are non residents of said County of Union and that the allegations of the foregoing answer are true as he believes.

P.K.Kerr.

Sworn to before me and subscribed in my presence this 18th day of September 1883.

J.S. Burgner, Clerk.

On the 18th day of September 1883 the following Answer & Cross Petition was filed with the Clerk of said Court, to-wit:

Answer & Cross Pet. of Carter & Son.

S.S. McCracken
vs
D.H. McCracken et al
} Court of Com. Pleas. Union County, O.

And now comes S. Carter & Co. by their assignee The Union County Bank, and enter their appearance herein as parties defendant and say by way of Answer & Cross Petition that they deny the allegations of the Plaintiff. and further say

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they obtained a judgment decree & order of sale by the judgment of said Court of Common Pleas, against the said D.W. McCracken May 7th 1879 on account of material furnished by contract with said D.W. McCracken to repair the premises sold in this proceedings. which account was filed with the Clerk of said Court according to law. Feb. 7th 1877 That said judgment was for $45.95 & for costs taxed at $31.25 and that the same was and is a valid and subsisting lein upon the said premises since the filing of said account Feby. 7th 1877. Said judgment & costs remain unpaid and there is now due thereon including interest the sum of $97.00.

Wherefore said defendants ask that their rights be protected and that said judgment & interest & costs be paid from the proceeds of said sale.

P.K. Kerr Atty for S. Carter & Son & Union Co. Bank

State of Ohio Union County ss. P.K. Kerr being sworn says he is the attorney for said deffendents and that the allegations in the foregoing answer are true and are within his own personal knowledge

P.K. Kerr

Sworn to before me and subscribed in my presence this 18th day of September 1883.

J.D. Burgner, Clerk.

On the 18th day of September 1883 the following Answer & Cross-petition was filed with the Clerk of said Court, to-wit:

S.S. McCracken
vs
D.W. McCracken et al

Court of Common Pleas. Union County, Ohio.

Answer & Cross. Pet. of E. Zwick & Son.

And now comes E. Zwick & Son, and enter their appearance herein as parties defendant and say that they deny the allegations of the plaintiff. and further say that they obtained a judgment against the said D.W. McCracken in an action of foreclosure of a certain mortgage, and there is still due on said judgment, after applying the proceeds of the sale of said mortgaged premises, the sum of $— which was and is a valid & subsisting lein upon the premises described and sold in this proceeding.

Wherefore said defendents ask that their said judgment be paid from the proceeds of said sale.

P.K. Kerr Attorney for E. Zwick & Son

State of Ohio Union County ss P.K. Kerr being sworn says he is atty for said E. Zwick & Son. and that they are now residents of said County of Union and that the allegations of the foregoing answer are true.

P.K. Kerr.

Sworn to before me and subscribed in my presence this 18th day of September 1883.

J.D. Burgner, Clerk.

Answer & Cross Pet. of Rogers Keifer & Engle

On the 18th day of September 1883 the following Answer and Cross-petition was filed with the Clerk of said Court, to-wit:

S.S. McCracken
vs
D.W. McCracken et al } In the Court of Common Pleas of Union County, Ohio.

And now comes the said defendants Rogers, Keifer & Engle and voluntarily enter their appearance herein and for answer by way of Cross-petition to the plaintiffs petition herein filed say: That they are a partnership doing business in the State of Ohio. That on the 1st day of October A.D. 1878 by the consideration of the Court of Common Pleas of Union County, Ohio the said defendants Rogers, Keifer & Engle recorded a judgment against the said defendant D.W. McCracken for the sums of dollars debt and dollars costs which judgment is still in full force and unsatisfied and there is still due and remaining thereon the sum of dollars debt with percent interest thereon from the said 1st day of October 1878 and dollars costs as aforesaid. These defendants therefore ask that if said premises are sold the Sheriff of said County may be ordered to pay these defendants the amount of their said claim interest & costs in its order of priority herein, and for all proper relief.

R.L. Woodburn Atty for Rogers Keifer & Engle

The State of Ohio Union County. ss. R.L. Woodburn being sworn makes oath that he is the Attorney for said defendants Rogers, Keifer & Engle duly authorized; That said Rogers, Keifer & Engle are non-residents of the said County of Union and are now absent therefrom, and that the facts stated in the foregoing Answer are as affiant believes true.

R.L. Woodburn

Sworn to by said R.L. Woodburn before me and signed by him in my presence this 18th day of September 1883.

L.D. Burgner, Clerk.

Entry

Afterward on the 25th day of September 1883 the following entry was made on the Journal of said Court, to-wit:

S.S. McCracken
vs
D.W. McCracken et al } Court of Common Pleas.

On motion of the defendants and cross-petitioners, and upon producing the return of the Sheriff of the sale made under the former order of this Court, and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been in all respects in conformity to law and the order of this Court, it is ordered that said Proceedings and sale be, and the same is hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser W.H. Ferguson, it appearing that said D.E. Hale and Geo. N. Freet have assigned their bid to him, by deed in fee simple, the lands and tenements so sold, and the said purchasers are hereby subrogated to all the rights of all the lien holders in said Premises for the protection

of his title, [illegible] purchaser coming no Amounting of Lot 212 and are described and there of which ar both lots, a by the Com equal valu sum of $15 that the p As to the the costs up to date the wife of in premis Thiel &c. the said D.W. Mc to date $44.1 &c. on its f to-wit: incl & Forney the McCracken the balan Duck & Le As to the as follows: 2d One half $155.34. judgment Purchase 4th To the decreed to 5th To God and mon or the bala item is n of said cl And in the wife stead the the allowa 1st To S.C dated, P said D.W. thereon n 2d To W.H.

of his title, 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 proceeds of said sale Amounting to $1535.00 and said proceeds arising from the sale of Lot 212 and part of Lot 211 in the town of Richwood as the same are described in the petition and cross-petitions filed herein and there being certain liens against said premises, some of which are against Lot No 212 alone And others being against both lots, and being agreed by the parties and found to be just by the Court that said lot 212 and said part of lot 211 are of equal value, it is therefore adjudged by the Court that said sum of $1535.00 be divided into equal parts of $767.50 each and that the same be distributed as follows:

As to the money arising upon the sale of Lot. 211. 1st One half the costs of this action, taxed at $54.83 2nd One half the taxes due up to date of sale $155.34. 3rd One half the allowance decreed to the wife of said defendant D.H. McCracken in lieu of homestead in premises sold, to-wit: $250.00 4th To the Woodburn, Sarven Whitelco. the balance due said company on its judgment against said D.H. McCracken, rendered Oct 7th 1876. to-wit: including interest to date $444.13. 5th To Rogers, Duck & Lewis the balance due said Co. on its judgment against said D.H. McCracken rendered Feby. 19 1877 to-wit: including interest and costs paid $100.00 6th To Wagner & Forney the amount due them on their judgment against D.H. McCracken rendered Feb. 21st 1877. to-wit: $221.00 or so much thereof as the balance remaining after paying said judgment of Rogers, Duck & Lewis in Full, to-wit: $163.20

As to the money arising from the sale of Lot No 212 to wit: $767.50 as follows: First. One half the costs of this action taxed at $54.24 2nd One half the taxes due upon the premises sold at date of sale $155.34. 3rd To Wm. H. Ferguson the amount due him upon his judgment on his note and mortgage dated Jan. 16th 1871 for purchase money, to-wit: including interest to date $113.85 4th To the wife of said defendant D.H. McCracken one half the amt. decreed to her in lieu of homestead in said premises. $250.00 5th To Godman Thornhill & Co. the amount due them on their note and mortgage dated Dec 27th 1875 signed by D.H. McCracken only or the balance remaining after the allowance in the preceding item is made, to be applied as far as it will go to the payment of said claim of Godman, Thornhill & Co. to-wit: $193.50

And in the third place, that out of the $500.00 above decreed to the wife of the defendant D.H. McCracken in lieu of homestead the following liens on said lot No. 212 which precede the allowance of a homestead, be paid as follows:

1st To S. Carter & Co. the amount due on their Mechanics Lien dated, Feb 7th 1887 on which judgment was rendered, against said D.H. McCracken May Term 1879 for $45.95 and now due thereon including interest & costs of said suit. $95.40

2nd To W.H. Ferguson the amount due him on his judgment

rendered on his note and mortgage, dated and filed for record February 21st 1877 at oclock P.M. so much of what remains of said #500.00 after paying the said amount due on the last mentioned claim until his claim is paid in full. to-wit: #371.41 and then remaining, (see Doc. J. Page 292,) still in the hands of the Sheriff (see Doc. K. P. 188) the sum of #33.19 he is hereby ordered to pay the same, upon the claim of Hale & Frost as set forth in their cross petition filed herein.

To all of which rulings and decisions of the Court the defendants Hale & Frost by their attorneys then and there excepted.

Margaret McCracken who claims homestead allowance also excepted as above.

Afterward on the 24th day of December 1883 the following entry was made on the journal of said Court, to-wit

Entry

S. S. McCracken
vs
D. W. McCracken, et al.

This day came the defendants Hale, Frost & Co. by their attorney and gave notice of their intention to appeal from the judgment, decree & rulings of this Court as to the distribution of the proceeds of the sale of the premises in the petition described, but this appeal shall not in any manner effect the sale, confirmation of sale or the deed made by the Sheriff to the purchaser of said premises, but said Sale confirmation and deed shall remain same as if this appeal had not been taken. The Court being fully advised in the premises fixes the bond at One Hundred Dollars.

Afterward, on the 19th day of June 1885 the following entry was made on the journal of said Court, to-wit:

Entry

S. S. McCracken
vs
D. W. McCracken et al.

This day this cause came on to be heard upon the application of the defendants Godman, Thornhill & Co for a nunc pro tunc order herein finding the amount due them on their mortgage as set up in their answer & cross-petition herein filed. And the Court do find that there was an omission to enter the same upon the journal of this Court at the September 1883 Term thereof. The Court do therefore find that at said term of said Court to-wit: October 3d 1883 there was due from said defendant D. W. McCracken to said defendants Godman, Thornhill & Co. on said mortgage the sum of Seven Hundred and Thirteen and 12/100 Dollars. And the Court do find that said mortgage of said defendants Godfrain, Thornhill & Co. was a valid and subsisting lein on the premises mentioned in said answer & cross-petition of said defendants Godman, Thornhill & Co. It is ordered and adjudged by the Court that this finding and decree take effect of, and date from said September 1883 term of this Court, to-wit: October 3d 1883

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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 and of the Third Subdivision of the 10th Judicial District of the State of Ohio on the 18th day of May in the year of our Lord One Thousand Eight Hundred & Eighty five.

Heretofore to wit: on the 6th day of February 1885 the following Petition was filed with the Clerk of said Court, to wit:

William A Garrington Plaintiff.
vs
Marcenes Cole and
Mell Cole Defendants.
} Court of Common Pleas. Union County. O.

Petition
4740

The Plaintiff says: On the 19th day of January 1884. Plaintiff, being owner in fee simple of the following property, situate in the County of Union and State of Ohio, to-wit: Lot No 83 in the Village of Broadway in said County & State (For more definite description reference is hereby made to the recorded Plat of said Village) made an agreement in writing with the defendant Marcenes Cole under their hands, whereby he agreed to convey the same to defendant Marcenes Cole in fee simple by deed of general warranty, in consideration whereof the defendant Marcenes Cole agreed to buy the same and pay Plaintiff therefor the sum of Three Hundred & Sixty Dollars payable Thirty Dollars in hand and the balance in monthly payments of Ten Dollars on the first day of each and every month commencing April 1st 1884 until the entire consideration was paid with interest at 6% from said 19th day of January 1884 (a copy of said written agreement is hereto attached marked Exhibit "A")

2d The Plaintiff has duly performed all the conditions of said agreement on his part, and upon defendants making payment therefor as stipulated in said agreement, is ready, able and willing to duly execute and acknowledge and deliver therefor, to defendant, in pursuance of the terms of said agreement conveying to the defendant said premises in fee simple by deed of general warranty.

3d The defendants paid all the payments in said contract of sale stipulated up to and including the payment due on the 1st day of November 1884. Since then defendant has neglected and refused, and declares he never will make any other or further payments and there is now due from him to plaintiff on said property and unpaid the sum of Thirty Dollars being the payments due December 1st 1884 and Janu. 1st and Feb. 1st 1885 with the interest thereon from the 19th day of January 1884. no part of which has been paid.

4th The plaintiff has a lien as vendor upon said premises for the payment of said purchase money which he claimes in this action.

5th The plaintiff asks a finding & final order against the defendant for said sum of Thirty dollars now due with interest from the 19th day of January 1884 and that the said premises may be ordered sold for the payment thereof, the Court establishing and the purchaser taking title under such lien.

&/for all proper relief.

A.J. Carpenter Atty for Plaintiff

Article of Agreement. Exhibit "A" Articles of Agreement made & entered into this 19th day of January A.D. 1884. between William H. Yarrington of the first part and Marcenes B. Cole of the second part, witnesseth: That the said William H. Yarrington hath bargained and sold to the said M.B. Cole his house and lot No. 83 of the town of Broadway for which the said M.B. Cole agrees to pay said W.H. Yarrington or his assigns, Three Hundred and Sixty (360) dollars, as follows, Thirty dollars in hand and the balance in monthly payments, the 1st of each month, commencing April 1st A.D. 1884, of ten dollars each with interest on the same from date of this article, at six per cent. per annum, until it is all paid, and at the time of the last payment the said William H. Yarrington agrees to make to the said Marcenes B. Cole or his assigns a good deed of general warranty. The said M.B. Cole is to have possession of said premises on or before the 28th day of January 1884.

And they further agree that if either of said parties fails to comply with the conditions of this article, that the one so failing shall forfeit and pay to the other party the sum of fifty dollars and forfeit all rights and claims to the further conditions of this article. Witness our hands this 19th day of Jan. 1884.

W. H. Yarrington

M.B. (his mark) Cole

Witness Pleasanton

The State of Ohio Union County ss Wm. H. Yarrington the above named plaintiff being sworn says the facts stated and allegations in his foregoing petition are true as he verily believes

W.H. Yarrington.

Sworn to by Wm. H. Yarrington before me and signed by him in my presence this 6th day of February 1885

(Seal) Frank N. Hamilton Notary Public

Praecipe. To Clerk: Issue summons in above entitled case returnable according to law. - Indorse - "Action to enforce venders lein, Amount claimed $30 cts @ 6% from January 19th 1884"

A.J. Carpenter.

Summons. On the 6th day of February 1885 A 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 Union Greeting: We command you to notify Mecnes B. Cole, and Mell Cole that they have been sued by William H. Yarrington 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 Wm. H. Yarrington 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 ~~Writ~~ summons on the 16th day of February A.D. 1885. Witness my hand and the seal of said Court, this 6th day of February A.D. 1885.

(Seal) J.D. Burgner, Clerk.

Endorsed: Dr action to enforce venders lein Amt. claimed $30. 6% from Jan. 19th 84

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Sheriff's Return

The State of Ohio Union County ss Received this writ Feby 6th A.D. 1885 at 5 oclock P.M. and pursuant to its command, on the 14th day of Feby 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 $1.60 Cop. 40 Total $2.45 W. Hopkins Sheriff By A.H. Goodman Dep'ty

On the 7th day of March 1885 An Answer was filed with the Clerk of said Court, to-wit:

Answer.

William H. Yarrington } vs } Union Common Pleas.
Marcenes B. Cole et al }

Now comes the defendant Marcenes B. Cole and for his separate answer to plaintiffs petition says it is true that he entered into the written agreement described in Plaintiffs petition. He says that he has paid up all that was due on said agreement to Jany 1st 1885: And defendant denies that he owes due for December 1884: and says that he, at the commencement of this action, did not owe the Plaintiff the sum of Thirty Dollars as claimed by plaintiff in his petition. And the defendant denies that at this time the plaintiff has a right to have an order of sale of said premises to pay his said claim against this defendant. And, having thus answered, asks to go hence, dismissed with his Costs

P.B. Cole & Son Atty's for Defs

State of Ohio Union County ss. M.B. Cole being sworn says that the facts stated and the allegations made in his foregoing petition are true as he believes.

his
Marcenes B. Cole
mark.

Sworn to before me and signed in my presence this 7th day of March 1885.

Seal

R.L. Woodburn Notary Public.

On the 28th day of March 1885 the following entry was made on the Journal of said Court, to-wit-

Entry

William H. Yarrington } vs } Marcenes B. Cole et al }

This cause came on for hearing upon the petition, the answer of the defendant Marcenes B. Cole and the evidence, and was submitted to the Court. On consideration whereof the Court find that the said Marcenes B. Cole purchased said lot of plaintiff for said sum of $360 on the 19th day of January 1884 and that he then paid plaintiff $30 and that he has paid $10 for each of the months of April, May, June, July, August, September, October, November and December in 1884 and that since then he has failed and neglected to make any payments on said Real Estate and that there is due from the defendant on said contract of sale $10 for January 1885; $10 for February 1885 & $10 for March 1885 with interest on each of said sums from January 19th 1884. com-

puted to this 25th day of March 1885 making in all including interest due on the 24th day of March 1885 the sum of $31.98. And that there will be due from defendant to plaintiff $15.00 on the first day of each and every month hereafter with interest from January 19th 1884 until the whole consideration therefor is fully paid and that said plaintiff has a venders lein for the amount now due and to become due on said premises which is the first & best lein thereon; and that he is entitled to have the same sold for the payment and satisfaction of said lein. It is therefore ordered, adjudged and decreed that unless said Macmus b. Cole or someone in his behalf, shall within ten days from the 24th day of March 1885 pay to the said plaintiff the said sum of $31.98 with 6% interest from this 24th day of March 1885 and to the Clerk of this Court the costs of these proceedings said premises shall be sold as upon execution and an order shall issue therefor to the Sheriff of said County. And that said Sheriff bring the Proceeds of said Sale into Court for further order. Thereupon defendant gave notice of his intention to appeal this case to the Circuit Court and the Court fixed the appeal bond at One Hundred Dollars.

Afterward on the 18th day of April A.D. 1885. An Order of Sale was issued by the Clerk of said Court, to-wit:

Order of Sale.

The State of Ohio Union County ss. To the Sheriff of said County, Greeting: Whereas and a term of the Court of Common Pleas held in Marysville in and for said County on the 28th day of March A.D. 1885 in the cause of William H Garrington Plaintiff and Macmus b Cole Defendant William H Garrington obtained a judgment or decree against said Macmus b. Cole for the sum of Thirtyone and 98/100 Dollars and ___ Dollars costs of suit: And whereas it was then and there by said Court ordered, adjudged and decreed that the said Macmus b. Cole shall within ten days from the 24th day of March A.D. 1885 pay unto said William H Garrington the said sum of Thirtyone & 98/100 Dollars with interest from the 24th day of March 1885 at the rate of 6% 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 -days aforesaid have fully expired and the said sum of $ 31.98 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 & sell as aforesaid, the following lands and tenements, to-wit: Situated in the Village of Broadway County of Union and State of Ohio. Bounded and described as follows to-wit: Lot No 83 in said Village of Broadway, (For a more definite description reference is hereby made to the recorded plat of said Village.)

We therefore command you, that you proceed to carry said

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Sheriff's Return

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Proof of Publication

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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 60 days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville, Ohio. this 18th day of April A.D. 1885

Seal

J.L. Burgner, Clerk.

Sheriff's Return

The State of Ohio Union County ss. In obedience to the command of the Order of Sale hereto annexed I did on the 21st day of April 1885. summon Wm Goff, L.H. Smith and J.H. Thompson 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 21st day of 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 Two Hundred & fifty eight dollars. A certified of said Appraisal I forthwith deposited in the office of the Clerk of Common Pleas of said County, and on the 22d day of April 185 I caused to be advertised in the Marysville Tribune (a newspaper Printed and Published and of general circulation in Union County) said lands and tenements to be sold at Public sale at the door of the Court House of said County on the 23d day of May A.D. 1885 at 2 oclock P.M. of said day. And having advertised said lands and tenements for more than thirty days previous to the day of sale, to wit- five consecutive weeks, and in pursuance to said notice, I did on the 23d 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 W.H. Yarrington who bid for the same the sum of One Hundred & Seventy five Dollars. and said sum being more that two-thirds the appraised value thereof, and said W.H. Yarrington being the highest and best bidden therefor, I then and there Publicly sold and struck off said lands and tenements to him for said sum of One Hundred & Seventy five Dollars. Service .30 Levy $1.00 Sum. & Swearing Appr's $1.20 Conveying Appr's $1.00 Writing Appraisal .30 Copy of Appr'sl .30 Notice to Printer .30 Mileage $1.44 Total $5.84. Appraiser's Fee's $3.00 Printer's Fee's. $6.75

M. Hopkins, Sheriff

Proof of Publication

On the 22d day of May 1885 A Proof of Publication was filed with the Clerk of said Court, to-wit:

William H. Yarrington
vs
Maccines C. Cole et al

Court of Common Pleas Union County O
By virtue of the above stated writ

to me directed from the Court of Common Pleas of Union County Ohio I will offer at public sale at the north door of the Court House in Marysville, Ohio. on Saturday May 23d 1885 at or about the hour of 1 o'clock P.M on said day, the following described real estate, to-wit: Situate in the Village of Broddway County of Union, State of Ohio, and being known and described as follows, to-wit= Lot No 83 in said Village of Broadway. For a more definite description reference is hereby made to the recorded plat of said Village. Appraised at $258.00 Terms of Sale - Cash

A.T. Carpenter Attorney. Marion Hopkins, Sheriff

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 April 22d 1885.

W.O. Shearer.

Sworn to and subscribed before me this 22d day of May 1885

Seal

J.D. Burgner, Clerk.

Afterward on the 5th day of June 1885 the following entry was made on the journal of said Court, to-wit=

Entry. William H. Yarrington
vs
Marcenus Cole et.al.

On motion of the plaintiff and on his producing the return of the Sheriff of the sale made under the former order of this Court and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court it is ordered that the proceedings and sale be and they are hereby approved and confirmed. And it is further ordered that the said sheriff convey to the purchaser William H. Yarrington by deed in fee simple the lands and tenments so sold and a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court coming now to distribute the proceeds of the sale amounting to One Hundred & Seventy five dollars it is ordered that the Sheriff out of the money in his hands pay.

First= The costs of this action, taxed at $26.40

Second= To the plaintiff to apply on his claim, the balance, to-wit: $148.60.

Attest: J.D. Burgner, Clerk.

Petition 4152

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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 State of Ohio on the 14th day of January in the year of our Lord One Thousand Eight Hundred & Eighty four.

Heretofore, to wit: on the 9th day of December 1882 the following petition was filed with the Clerk of said Court, to-wit:

Petition #152

Peleg Cranston Admr of Newton Case Deceased vs James Mulvain, Defdt } Court of Com. Pleas. Union County, Ohio

Plaintiff says: On or about the day of A.D. 188 he was duly appointed and qualified and letters were granted to him as administrator of the estate of Newton Case deceased, by the Probate Court of Union County Ohio.

II That this first cause of action is founded on a promissory note of which the following is a copy.

"$63.00 One year after date, for value received, I promise" "ise to pay to Newton Case or order the sum of Sixty three dollars" "and fifty cents at ten percent till paid. Feb. 21st 1867. "

"James Mulvaine"

There is due the said Peleg Cranston as said Administrator on said promissory note the sum of Sixty three & 50/100 Dollars which he claims with interest from February 21st 1867 at ten percent per annum.

III. Plaintiffs says that his second cause of action is founded on a promisory note of which the following is a copy.

" Bokes Creek, Union County, Ohio. January 1st 1873. "

"One day after date, for value received, I promise to pay to" "Newton Case or order the sum of Fifty seven Dollars with " "interest from date till paid. "

"James Mulvaine"

There is due the plaintiff on said promisory note from defendant the sum of Fiftyseven dollars which said Plaintiff claims with interest from the 1st day of Jany 1873.

IIIII Third Cause of Action. Plaintiff further says that his third cause of action is founded upon a promisory note of which the following is a copy.

" Broadway, Union County, Ohio. July the 3d 1876 "

" One day after date, for value received, I promise to pay "

" to Newton Case or bearer the sum of Eight Dollars. "

"James Mulvaine.

There is due the plaintiff on said promisory note from the defendant the sum of Eight Dollars which he claims with interest from July 3d 1876 at 6 percent per annum.

IV Fourth Cause of Action. The plaintiff further says that his fourth cause of action is founded upon a promisory note of which the following is a copy.

"$220.00 Boke's Creek, Union County, Ohio. May 17th 1878 "

" Sixty days after date for value received, I promise to pay to "

" Newton Case or bearer the sum of Two Hundred and Twenty Dollars "

with 8 percent interest from date till paid.

"James Mulvaine "

There is due the plaintiff on said promisory note from the defendant the sum of Two Hundred and Twenty dollars, which he claims with interest at eight percent per annum from May 17th 1878. The plaintiff therefor asks judgment against the defendant for the sum of Three Hundred forty eight and 50/100 Dollars with interest on Sixty three & 50/100 Dollars from February 21st 1867 at ten per cent per annum. Interest on Fifty seven Dollars from the 1st day of January 1873 at 6 per cent per annum, Interest on Eight Dollars from July 3d 1876. at 6 percent per annum and interest on Two Hundred & Twenty Dollars from the 17th day of May 1878 at 8% per annum

Robinson & Piper Attys for Pltff

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 Peleg Cranston duly authorized in the premises that the above pleading of Peleg Cranston is founded upon written instruments for the payment of money only and which are now in the possession of the affiant and that the facts stated and allegations in the foregoing pleading of Peleg Cranston are as affiant believes true.

L. Piper.

Sworn to before me by L. Piper and by him subscribed in my presence this 9th day of December A.D. 1882.

J. B. Burgner, Clerk.

Praecipe To Clerk: Issue summons upon the foregoing petition directed to the Sheriff of Union County, Ohio, for James Mulvaine. Endorse Amount claimed, Three Hundred and Forty eight Dollars $348.00 with interest on $63 5/100 from Feb. 21st 1867 at 10%, on $57.00 from Jany 1st 1873 at 6% On $8.00 from July 3d 1876 at 6% and on $220.00 from May 17th 1878 at 8%

Robinson & Piper Attys for Pltff

On the 9th day of December 1882 a 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 Union, Greeting: We command you to notify James Mulvaine that he has been sued by Peleg Cranston Admr of Newton Case dec'd in the Court of Common Pleas of Union County, and that unless he answers by the 6th day of January 1883 the petition of said Peleg Cranston Admr &c. against him filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

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You will make due return of this summons on the 18th day of Dec. A.D. 1882. Witness my hand and the seal of said Court, this 9th day of Dec. A.D. 1882.

R.C. Burgner, Clerk.

Endorsed. Amounts claimed $348.00 and interest as follows: On $63.50/100 from Feby 2d 1867 @ 10%. On $57.00 from Jan. 1st 1873 @ 6%. On $8.00 from July 3d 1876 @ 6% On $220.00 from May 17th 1878 @ 8%.

Robinson & Piper Attys for Pltff.

Sheriffs Return

The State of Ohio Union County ss. Received this writ Dec. 9th 1882 at 11 o'clock A.M. and pursuant to its command on the 14th day of December 1882. I served the same by delivering a certified copy thereof with the endorsements thereon to the within named James Mulvaine, Defendant. Service .30 Mileage $2.00 Tot $20. - $2.50

John Hobensack, Sheriff.

Demurr.

On the day of 188 a demurrer was filed with the Clerk of said Court. to-wit:

Peleg Cranston Admr. of Estate of Newton Case, Dec'd. vs James Mulvaine } The State of Ohio, Union County, Court of Com. Pleas.

And now comes the defendant and demurs to the first cause of action set out in Plaintiffs petition for the reason that the same does not state facts sufficient to constitute a cause of action against this defendant.

Powell, Fulton & Hoskins.

Entry.

On the 2d day of Febmary 1883 the following entry was made on the journal of said Court, to-wit:

Peleg Cranston Admr of Newton Case. vs James Mulvaine }

And now come the parties hereto by their attorneys and this cause came on to be heard upon the demurrer to the Plaintiffs first cause of action was argued by Counsel and submitted to the Court and the Court being fully advised in the premises do overrule said demurrer and the defendant by his answer herein filed admitted his indebtedness to the plaintiff in the sum of Two Hundred Ninety Two & 12/100 Dollars ($292 12/100) It is therefor considered that the plaintiff Peleg Cranston Admr of Newton Case dec'd recover from the defendant James Mulvaine the said sum of Two Hundred Ninety Two & 12/100 Dollars so admitted to be due with 8% interest on $69.25 of said amount and 6% on the balance from Feby 2d 1883 to gether with his costs in this behalf expended taxed to $. And as to the balance of Plaintiffs claim, $200. with 8% interest from July 17th 1880 this cause is continued.

Answer

On the 23rd day of January 1883 the following Answer was filed by the Clerk of said Court, to-wit:

Peleg Cranston Admr of Estate of Newton Case, Dec'd
vs
James Mulvaine

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

And now comes the defendant James Mulvaine and for answer herein says. That as to the fourth Cause of action mentioned in Plaintiff's petition he on the Day of July or August A.D. 1880 paid to said Newton Case on said note mentioned in said fourth cause of action the sum of Two Hundred Dollars and that the same should be credited on said note as of that date.

Powell, Fulton & Hoskins.

The State of Ohio Union County, ss. James Mulvaine the Defendant being first duly sworn according to law says, the facts stated in his foregoing answer are true as he verily believes.

James Mulvaine

Sworn to before me and subscribed in my presence by the said James Mulvaine this 23rd day of January 1883

J. D. Burgner Clerk.

Afterward on the 15th day of January 1884 the following Entry was made on the Journal of said Court, to-wit=

Entry

Peleg Cranston Admr.
vs
James Mulvaine

This day this cause came on to be heard upon the issues joined upon the answer of the defendant and was argued by counsel, On consideration whereof and the Court being fully satisfied in the premises finds that said Two Hundred Dollars was paid as alleged in the said defendants answer. It is therefore considered and adjudged that the said James Mulvaine go hence without day and recover of the plaintiff his costs taxed at $—
taxed at $—
accordingly. And plaintiff pay his own costs for all of which judgment is entered

Attest: J. D. Burgner. Clerk.

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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 18th Judicial District of the State of Ohio on the 18th day of May in the year of our Lord One Thousand Eight Hundred & Eighty five.

Heretofore to-wit: on the 23d day of Dec. 1884. the following petition was filed with the Clerk of said Court, to-wit:

William Dunn. Plaintiff.
vs
James Dunn, an imbecile, John Dunn, George Dunn & Wm Dunn & David Smart as Trustees of James Dunn, Dunn Williams, Nevil Williams & Francis S Williams heirs at law of Elizabeth Williams dec'd, Helen Smart and her husband David Smart, John Dunn, Jean Blackford & Frances H. Blackford her husband & Geo. Dunn, Defendants.

Petition #664

Court of Common Pleas Union County, Ohio.

The Plaintiff Wm Dunn of the County of Clinton in the State of Ohio respectfully represents that he is seized in fee simple, as son and devisee under the will of George H. Dunn late of the County of Ross Ohio dec'd & probated in Ross County, Ohio on the 8th day of March 1865, of the one undivided seventh part of the real estate situated in Union County, Ohio. described as follows. to wit= Part of Survey No 2925 in Jerome Township. Beginning at a stone with pieces of brick under it in the North Westerly corner of said Survey (witnessed by a beech N. 27. E 20½ feet. Buck S1¼ E. 30 feet. Buck S. 7½ E. 40 feet) thence with the west line of said survey (Courses corrected to the meridian) S. 7½ E. 254 57/100 poles to a stone & pieces of brick under it in the center of a road. thence S. 8. E 18 40/100 poles to a stone; thence S. 75 E 40 80/100 poles to a stone, thence S. 78. E. 35 poles to a stone, thence S. 46½ E. 50 50/100 poles to a stone & pieces of brick 2 7/100 poles N. 7½ W from the southline of said survey) thence N 7½ W. 339 8/100 poles to a stone with pieces of brick under it in the north line of said survey 2925 (witnessed by a sugar maple tree dec. south 28 feet) thence with said survey line S. 82½ W. 112 poles to the beginning containing 198 acres of land more or less.

2d The defendant James Dunn is an imbecile of the County of Clinton under the Trusteeship of John Dunn, George Dunn, Wm Dunn & David Smart. under the will of said George H. Dunn dec'd. But they have no other authority as Trustees. The said James Dunn is the owner of one seventh of said land under said will, but the title is by said will in said Trustees for him.

3 That Elizabeth Williams named in said will and her husband W. C. Williams have died, leaving Dunn Williams, Nevil Williams & Frances S. Williams of Clinton County, Ohio each of whom own in fee simple one twenty first part of said land as the heirs at law of said Elizabeth Williams dec'd & W. C. Williams dec'd

4th " Helen Dunn married David Smart and she is entitled to one seventh part of said land. She & her husband David Smart reside in the County of Ross in the State of Ohio.

5th " Jean Dunn married Francis H. Blackford of the County of Ross where they now reside & she the said Jean Blackford is entitled to the one seventh part of said land.

6th " The said Geo. Dunn son of Geo. W. Dunn dec'd resides in the said County of Clinton Ohio & is entitled to the one seventh of said premises

7th " John Dunn of Franklin County Ohio is entitled to one seventh.

The said Will provided that said tenants in common should make amicable division of said lands but it is not practicable to do so for many reasons among which is one is of unsound mind & the parties are scattered. One has died leaving three children & moreover the land cannot be divided into so many parts without manifest injury & said parties could not agree on a partition

The plaintiff desires to have partition of said premises & is entitled to have partition thereof & if said land cannot bear partition then that the same be sold and the proceeds thereof be divided

Therefore plaintiff asks for an order of partition & that one seventh of said land be set off to him & the shares of the defendants be also set off & if it cannot be divided that it be sold according to law & for proper relief.

Robinson & Piper Pltff's attys for Pltff.

The State of Ohio Union County ss. J. H. Robinson being duly sworn deposes & says that he is one of the attorneys for the plaintiff & that said plaintiff is not a resident of the said County of Union & that he believes the allegations of the foregoing petition are all true.

J. H. Robinson

Sworn to before me & signed in my presence by J. H. Robinson this 23 d of December 1884.

Seal

L. S. Burgner, Clerk.

Praecipe — To the Clerk: Issue summons for James Dunn, George Dunn, Dunn Williams Neville Williams & Frances S. Williams to the Sheriff of Clinton County O. Also for Helen Smart, David Smart Jean Blackford & Francis H. Blackford to Sheriff of Ross County, Ohio Also for John Dunn to Sheriff of Franklin Co. Ohio & endorse. "Petition for partition of 198 Acres of land in survey No 2925 in Union County, Ohio.

Robinson & Piper Pltff's attys for Pltff.

On the 23 d day of December 1884 A 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 Franklin Greeting: We command you to notify John Dunn that he and others have been sued by William Dunn in the Court of Common Pleas of Union County and that unless he answer by the 24 th day of January A.D. 1885 the petition of said William Dunn 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 5 th

Sheriffs Return — day of Jan... Seal ... Endorsed: ... County, Ohio. The State ... A.D. 1884 ... 1884 & serve... and certif... place of resi...

Summons — On the ... of said Co... The Sta... Greeting: ... Dunn, Will... others have ... of Union Co... A.D. 1885 the ... Clerks Offi... judgment ... return of th...

Witness ... December ... Seal ... Endorsed.

Sheriffs Return — The State ... at 2 o'clock ... December ... Dunn, Geo... true copies ... true copies ... & residen... Dated Dec...

On the ... said Coun... The Sta...

Summons — Greeting: ... Jean Bl... been sue... Union Co... January ... filed in the ... judgment ... mons on th... seal of sa...

Seal

Endorsed. ...

day of January A.D. 1885. Witness my hand and the seal of said Court this 23d day of December A.D. 1884.

Seal

J.C. Burgner. Clerk.

Endorsed: Petition for partition of 198 acres of land in Survey No 2935 in Union County Ohio.

Sheriffs Return

The State of Ohio Franklin County ss. Received this writ December 25th A.D. 1884 and pursuant to its command, on the 27th day of December A.D. 1884 I served the within named defendant John Dunn by leaving a true and certified copy of this writ with all endorsements thereon at his usual place of residence. Service .30 Mileage .64 Cop. .20 Doc & Postage .29 Total $1.43

Louis Heinmiller Sheriff. By L.L. Pegg Deputy.

On the 23d day of December 1884 A 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 Clinton Greeting: We command you to notify James Dunn, George Dunn Dunn Williams, Nevill Williams and Francis L. Williams that they and others have been sued by William Dunn in the Court of Common Pleas of Union County and that unless they answer by the 24th day of January A.D. 1885 the petition of said William Dunn 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 January A.D. 1885.

Witness my hand and the seal of said Court, this 23d day of December A.D. 1884.

Seal

J.C. Burgner, Clerk

Endorsed. Petition for partition of 198 acres of land in Union Co. Ohio.

Sheriff's Return

The State of Ohio Clinton County ss. Received this writ Dec. 24th 1884 at 2 o'clock P.M. and pursuant to its command on the 30th day of December A.D. 1884. I served the same by delivering to James Dunn, George Dunn and Frances L. Williams within named defendants true copies hereof with the endorsments thereon and by leaving true copies hereof with the endorsments thereon at the usual place of residence of the within named Dunn Williams and Nevell Williams Dated Dec 31st 1884. Service .90 Mileage $4.00 Cop $1.25 Return & Fee .75 = $6.90

J.H. Smith Sheriff. By A.C. Pyle Deputy.

On the 23d day of Dec. A.D. 1884 A 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 Ross Greeting: We command you to notify Helen Smart, David Smart Jean Blackford, Francis H. Blackford. that they and others have been sued by William Dunn in the Court of Common Pleas of Union County, and that unless they answer by the 24th day of January A.D. 1885 the petition of said William Dunn 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 January A.D. 1885. Witness my hand and the seal of said Court this 23d day of December A.D. 1884

Seal

J.C. Burgner Clerk.

Endorsed. Petition for partition of 198 acres of land in Union County, Ohio.

Sheriffs Return

The State of Ohio Ross County ss. Received this writ December 24th 1884 at 6 o'clock P.M. and pursuant to its command on the 26th day of Dec. 1884 I served the same by delivering to each Helen Smart, David Smart & Francis M. Blackford personally a certified copy hereof with the endorsments thereon. and I served the same on the within named Jean Blackford by leaving a certified copy hereof at her usual place of residence Postage 84 Cents Fees Mileage 48 Co $.96 Dec. 30 [illegible]

Wm L Tillys. Sheriff of Ross County O.

Answer of John Dunn

Out the 2d day of March 1885 the following answer and cross petition was filed with the Clerk of said Court, to-wit:

William Dunn. Plaintiff. }
against }
James Dunn, an imbecile, John Dunn, George Dunn, William Dunn & David Smart as Trustees of James Dunn, Dunn Williams Neil Williams & Francis Williams heirs at law of Elizabeth Williams deceased Helen Smart & her husband David Smart John Dunn, Jean Blackford & Francis M. Blackford her husband & Geo Dunn. Defts } Court of Common Pleas, Union County, Ohio.

Entry

And now comes the said John Dunn one of the defendants above named and for his separate answer by way of cross-petition to the petition of the plaintiff says, that whereas since the year 1873 he has been acting as the agent of the plaintiff and the defendants in the care of the real estate mentioned and described in the petition and also in the payment of the taxes levied and assessed thereon. That upon a settlement and statement of account had by and between the said parties and this defendant on or about the day of February A.D. 1885 it was ascertained and agreed by and between them and this defendant that there was due him for and on account of money advanced by him in the payment of said taxes and the other expenditures by him made in the care and management of said premises the sum of Six Hundred Ninety four & 37/100 dollars with interest thereon from the 24th day of January A.D. 1885. That said sum is due this defendant from said parties in the following proportions, to-wit= from the plaintiff William Dunn the one seventh part thereof, from the defendant James Dunn the one seventh part thereof, from the said Dunn Williams one twenty first part thereof. from the said Neil Williams the one twenty first part thereof. from the said Francis L. Williams the one twenty first part thereof, from the said Helen Smart, the one seventh part thereof, from the said Jean Dunn the one seventh part thereof, and from the said George Dunn the one seventh part thereof. And this defendant says that no part of said sum of $694 37/100 has been paid and that the same is due and unpaid from the different parties and in the proportions herein above stated.

Wherefore this defendant prays that the Court may

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find and adjudge the said sum of $694 37/100 due to him from the said parties named and in the several proportions above stated and that should said premises be sold under an order of this Court in this cause then that upon an order for the distribution of the funds arising from such sale the Sheriff shall be ordered to pay to this defendant said sum of $694 37/100 less one seventh part thereof with interest thereon from the 24th day of January A.D. 1885 and for all other proper relief.

Marriott & Hughes Attys for John Dun

The State of Ohio Franklin County ss. John Dun being sworn says that he is one of the defendants above named and that the facts stated and allegations contained in his foregoing answer and cross-petition are as he verily believes, true

John Dun

Sworn to before me and signed in my presence this 28th day of February A.D. 1885

(Seal)

W Sopher Notary Public

On the 17th day of February 1885 the following entry was made on the Journal of said Court, to-wit:

Entry

William Dun. vs James Dun et al

Now comes the plaintiff & the defendants whom the Court finds were duly served with process. And it appearing that James Dun and Jean Blackford are of unsound mind the Court on motion appoint A.L. Woodburn the guardian Ad Litem of said Jean Blackford and James Dun And thereupon the said Woodburn appeared in open Court and accepted said trust and filed his answer according to law for his said wards.

On the 17th day of February 1885 the following answer was filed with the Clerk of said Court, to-wit:

Answer.

William Dun vs James Dun et al } Court of Com. Pleas. Union County Ohio.

Now comes A.L. Woodburn and for answer as guardian ad Litem for Jean Blackford & James Dun says that he has no knowledge of the allegations of said petition and asks the protection of the Court in favor of said Jean Blackford and James Dun and denies the allegations of said petition.

A.L. Woodburn, Guardian Ad Litem.

On the 18th day of February 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry

William Dun vs James Dun et al

This cause this day came on to be heard by the Court, Whereupon the Court being fully advised in the premises do find the allegations of said petition to be true

& that the plaintiff is entitled to have partition of said land as prayed for in his petition. It is therefore considered ordered and decreed by the Court that said plaintiff have one seventh of said land in severalty; that James Dun have one seventh to be held under the trusteeship of John Dun, George Dun, Wm. Dun and David Smart - That Dun Williams have one twenty first part; That Neville Williams have one twenty first part. That Frances S. Williams have one twenty first part. That Helen Smart (formerly Dun) have one seventh. That Jean Blackford have one seventh part - That Geo. Dun have one seventh, and that John Dun have one seventh part in severalty and the Court order that the Sheriff of this County proceed according to law by the oaths of Andrew McCampbell, Aurelius Depp and F.J. Sager three disinterested freeholders of said vacinity to set off and assign to plaintiff Wm. Dun one seventh of said land in said petition described in severalty. Also set off & assign to the said James Dun the one seventh thereof. Also set off & assign to said Dun Williams, Neville Williams & Frances S. Williams each one twenty first part of said premises. Also set off and assign to Helen Smart one seventh part thereof Also set off and assign to Jean Blackford one seventh of said premises. Also set off and assign to George Dun, one seventh part thereof. Also set off and assign to John Dun one seventh part thereof. If said lands cannot, in the opinion of said three commissioners, be partition be divided in said manner, without manifest injury they are ordered to return said finding together with their appraised value of said premises to this Court at the present term of the Court.

On the 20th day of February A.D. 1885 A Writ of Partition was issued by the Clerk of said Court, to-wit:

Writ of Partition

The State of Ohio Union County ss. To the Sheriff of said County, Greeting We command you that without delay, by the oaths of F.J. Sager Beverly Depp. & John H. Preston you cause partition to be made of the following described premises, situate in the County of Union and State aforesaid, to-wit: Part of Survey No 2925: in Jerome Township, Beginning at a stone with pieces of brick under it in the northwesterly corner of said Survey (witnessed by a Buch N. 27. E. 20½ feet. Buch S. 1¼ E. 30 feet. Buch S 7½ E. 40 feet.) Thence with the westline of said Survey (courses corrected to the meridian) S. 7½. E 254 57/100 poles to a stone and pieces of brick under it in the center of a road. Thence S. 83. E. 184 0/100 poles to a stone, Thence S. 75. E 48 80/100 poles to a stone Thence S. 78 E. 35 poles to a stone, thence S. 46¼ E. 58 50/100 poles to a stone and pieces of brick 2 70/100 poles. N 7½ W. from the south line of said survey. thence N. 7½ W. 339 08/100 poles to a stone and pieces of brick under it in the north line of said Survey No 2925 (witnessed by a sugar maple tree due south 28 feet). Thence with said Survey line S. 82½ W 112 poles to the beginning containing 198 acres of land more or less. among the persons named herein, and in the following proportions, to-wit: To William Dun one seventh part to Dun

Sheriffs Return

Com. Report

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Williams one twenty first part, to Neville Williams one twenty first part, to Francis L. Williams one twenty first part, to Helen Smart (formerly Dun) one seventh part, to Jean Blackford one seventh part, to Geo. Dun one seventh part, to John Dun one seventh part, to James Dun one seventh part, to be held under the Trusteeship of John Dun, George Dun, William Dun Jr. and David Smart, in pursuance of an order duly made in our Court of Common Pleas, within and for the said County of Union in a certain petition for partition wherein the said William Dun is petitioner and the said James Dun et al are respondents, and that your proceedings in the premises you distinctly certify, under your hand to our Court forthwith. Witness my name and the seal of said Court of Common Pleas, at the Court House in Marysville, Ohio, this 20th day of Feb. A.D. 1885

Exd

J.L. Burgner, Clerk.

Sheriff's Return

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of F.J. Sager, Beverly Depp and John A. Preston causing said Partition to be made as will appear by the report of the Commissioners, herewith returned. Given under my hand this 26th day of February A.D. 1885 Sheriffs Fees $5.10 Surveyors Fees $2.00.

M. Hopkins Sheriff. By A.H. Goodwin Deputy.

Com. Report

According to the command of the Writ of Partition in this case issued, and on the call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, we are of the opinion that said lands cannot be divided without manifest injury; and we do estimate the value of the same at Thirty Dollars Per Acre. Given under our hands this 26th day of Feb. A.D. 1885

Beverly Depp
John A. Preston
F.J. Sager
} Com.

On the 24th day of March 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry

William Dun
vs
James Dun et al

This day came on this cause to be further heard by the Court, Whereupon the Court find the proceedings of the Sheriff & Commissioners in Partition regular, & therefore the report is confirmed & approved & it appearing that Wm. Dun as well as John Dun both elect to take the land at its appraised value of $30 an acre & not being able to agree it is considered, ordered & decreed that said lands be sold according to law and the proceeds devided between said parties & in order to cause the same to be done it is ordered by the Court that an order of sale issue to the Sheriff according to law commanding him to advertise & sell according to law the land in said petition described

and report his proceedings to this Court at its next term. The sale to be made on the following terms viz: 1/3 Cash in hand 1/3 in one year & 1/3 in two years with interest. Lien given to Plaintiff to the answer of John Dun as to his cost cause continued.

On the 31st day of March A.D. 885 An Order of Sale was issued by the Clerk of said Court, to-wit:

Order of Sale.

The State of Ohio Union County ss. To the Sheriff of said County, Greeting: In pursuance of the order of Our said Court of Common Pleas within & for the County of Union at the Feb. Term A.D. 1885 in a certain petition for Partition, now pending in said Court, wherein William Dun is petitioner and James Dun et al. are respondents, we command you that without delay, you proceed to sell at Public auction the lands & tenements in said petition described, to-wit: Situate in the County of Union & State of Ohio and being part of Survey No 2925 in Jerome Township, beginning at a stone with pieces of Brick under it in the north westerly corner of said Survey (witnessed by a beech N. 27 E. 20½ feet. Beech S. 1¼ E. 30 feet. Beech S. 7½ E. 40 feet) thence with the westline of said survey (Courses corrected to the Meridian) S. 7½ E. 254 37/100 poles to a stone & pieces of Brick under it. in the center of a road, thence S. 83 E. 18 70/100 poles to a stone, thence S. 75 E. 40 80/100 poles to a stone, thence S. 78 E. 35 poles to a stone, thence S. 48¼ E. 50 50/100 poles to a stone and pieces of Brick 2 2/100 poles N. 7½ W. from the South line of said Survey. Thence N. 7½ W 339 05/100 poles to a stone and pieces of Brick under it in the northline of said Survey No 2925 (witnessed by a sugar maple tree due South 28 feet) thence with said Survey line S. 82½ feet. W 112 poles to the beginning containing 198 Acres of land more or less. Appraised at $30 00 per acre and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term, and have you then and there this writ. Witness my hand and the seal of said Court at Marysville, Ohio, this 31st day of March A.D. 1885.

(Seal) J. D. 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 news paper printed and in general circulation in Union County, Ohio; and on the 2nd 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 did expend for sale at Public auction, the lands and tenements described in this writ; and then and there came John Dun, James Dun, Geo. Dun, Helen Swart Jean Blackford, Dun Williams, Neville Williams and Frances L Williams by Marriott & Hughes their attorneys of Record who bid the sum of Four Thousand Dollars said sum being more than two thirds the appraised value; and they being the highest and best bidders were declared the purchasers

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Marion Hopkins Sheriff of Union Co., Ohio

Proof of Publication

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On the 22d day of May 1885 the following Proof of Publication was filed with the Clerk of said Court, to-wit=

William Dunn
vs
James Dunn et al

Court of Com. Pleas, Union County, Ohio.

Proof of Publication

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 2d 1885 at or about the hour of one o'clock P.M. the following described real estate, to-wit= Situate in the County of Union, State of Ohio, and being known & described as follows:

Being part of Survey No 2925 in Jerome Township, beginning at a stone with pieces of brick under it in the northwesterly corner of said survey, (witnessed by a beech N. 27. E. 20½ feet. Beech S. 1¼ E. 30 feet. Beech S. 7½ E. 40 feet) thence with the west line of said survey (courses corrected to the meridian) S. 7½ E. 254 54/100 poles to a stone and pieces of brick under it in the center of a road; thence S. 83. E. 18 4/100 poles to a stone; thence S. 78 E. 35 poles to a stone; thence S. 46¼ E. 50 3/100 poles to a stone and pieces of brick 2 7/100 poles north. 7½ west from the south line of said survey; thence N. 7½ W. 339 05/100 poles to a stone and pieces of brick under it in the north line of said Survey No. 2925: (witnessed by a sugar maple tree dia south 28 feet) thence with said survey line S. 82 feet W. 112 poles to the beginning containging 198 acres of land, more or less. Appraised at $30.00 per acre. Terms of Sale. One third cash in hand; one third in one year and one third in two years, secured by mortgage on property sold.

Robinson & Pipe Attys

Marion Hopkins, Sheriff.

The State of Ohio Union County ss. The undersigned being duly sworn says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a news paper of general circulation in the County of Union the first publication beginning with the April 1st 1885.

W. O. Shearer.

Sworn to and subscribed before me, this 22d day of May 1885

(Seal)

J. B. Burgner, Clerk.

Afterward on the 9th day of June 1885 the following entry was made on the Journal of said Court, to-wit:

William Dunn
vs
James Dunn et al

Entry

This day this cause came on to be heard upon the answer and cross petition of John Dunn & the evidence, the plaintiff having with the consent of the Court withdrawn his reply and the Court being fully advised in the premises do find that there is due from the plaintiff and the other said defendants to the said John Dunn the sum of $595 2/100 with interest thereon from the 24th day of January A.D. 1885 amounting at this date, June 9th 1885, to the sum of $604 2/100 and which sum is a lien upon said real estate in the petition described

And thereupon this cause came on to be further heard upon the motion of the plaintiff and upon producing the return of the Sheriff of his proceedings & sale under a former order of this Court and the Court being satisfied upon examination that the same have been had in all respects according to law the said proceedings & sale are hereby approved and confirmed, and the said Sheriff is ordered by deed duly executed to convey said premises to John Dun, James Dun, George Dun, Helen Smart, Jean Blackford, Dun Williams, Neville Williams and Frances S. Williams, purchasers, in the following proportions to-wit: To the said James Dun, John Dun, George Dun, Helen Smart and Jean Blackford each the undivided one sixth part thereof and to the said Dun Williams, Neville Williams and Frances S. Williams each the undivided one eighteenth (1/18) part thereof.

It is further ordered that the Sheriff out of the proceeds of said sale pay to the Clerk of this Court the costs of this action (including a counsel fee of $85.00 to Robinson & Piper for their services herein) taxed to $

And it appearing to the Court that the purchasers herein above named are parties in this action and tenants in common with the plaintiff and each other, they are by the Court hereby relieved from paying to the Sheriff all of the purchase money in excess of the costs.

Attest: J. D. Bruyere, Clerk.

Pleas before his Honor John A Price Judge of the Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union of the Third Subdivision of the 10th Judicial District of the State of Ohio, on the 8th day of May in the year of our Lord One Thousand Eight Hundred and Eighty five.

Heretofore to-wit: on the 23rd day of May 1885 the following petition was filed with the Clerk of said Court, to-wit:

Petition 4841

J. F. Rief, Plaintiff
vs
Anna Haynie and J. Thomas Haynie Defts.
} Court of Common Pleas, Union County, Ohio.

The Plaintiff says: That on the 29th day of October 1883 the defendants Anna Haynie and J. Thomas Haynie, husband and wife, made and delivered to plaintiff their promisory note of that date and thereby promised to pay to the order of plaintiff Four Hundred & Seventy Dollars in one year thereafter @ 8% interest from date (a copy of said note is hereto attached marked "A"

2d On said 29th day of October 1883 the defendants Anna Haynie and her husband J. Thomas Haynie to secure the payment of said note made & delivered to 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 and State of Ohio and in the Village of Marysville, to-wit:

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Being all of the Lot Number One Hundred & Seventy five (175) in said Village of Marysville (for a more detailed description reference is hereby made to the recorded plat of said Village) The condition contained in said deed was in substance that if said defendants should pay to plaintiff said note & interest thereon when due and according to the tenor thereof then said mortgage should be void otherwise to be and remain in full force & virtue in law forever

3rd On the 30th day of October 1883 at 3 o'clock P.M. said deed was filed for record with the Recorder of said County and was by him entered on record Nov. 2nd 1883 in Vol 20 Page 385 of Mortgage Records of Union County, Ohio.

4th Said deed has become absolute and there is now due and unpaid upon said indebtedness the sum of Four Hundred & Seventy Dollars with 8% interest from Oct. 29th 1883.

5th Plaintiff therefore prays judgment against said defendants for said sum of Four Hundred & Seventy Dollars @ 8% interest from October 29th 1883 and that said mortgage may be foreclosed and said premises ordered to be sold and the procends applied in satisfaction of said indebtedness and for all proper relief.

A.T. Carpenter Atty for Pltff

The State of Ohio Union County ss. A.T. Carpenter being sworn says 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 is now absent therefrom. Affiant further says the facts stated & allegations contained in the foregoing petition are true as he verily believes.

A.T. Carpenter

Sworn to before me by A.T. Carpenter and signed by him in my presence this 23d day of May A.D. 1885.

J.L. Burgner, Clerk.

Seal

Praecipe

To Clerk: Issue summons for defendants returnable according to law, Endorse "Action on note & Mortgage, amount Claimed $470. @ 8% int from Oct. 29th 1883 & Foreclosure of Mortgage.

Copy of Note

"A" $470.00 Marysville, Ohio. October 29th 1883 "One year after date we promise to pay to the order of J.F. Rief. Four" "Hundred & Seventy Dollars value received with interest at 8% from date"

"Anna Haynie"

"J. Thomas Haynie"

On the 23d day of June A.D. 1885 a 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 Union, Greeting: We command you to notify Anna Haynie and J. Thomas Haynie that they have been sued by J.F. Rief in the Court of Common Pleas of Union County, and that unless they answer by the 20th day of June A.D. 1885 the petition of said J.F. Rief 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 1st day of July A.D. 1885. Witness my hand & the seal of said Court this 23d day of June 1885.

J.L. Burgner, Clerk By W.W. Knight, Deputy.

Seal

Endorsed: Suit for Amount Claimed $470 & 8% int from Oct. 29th 1883 & Foreclosure of Mortgage

Sheriff's Return

The State of Ohio Union County ss Recived this writ May 25th A.D. 1885 at 10 o'clock A.M. and pursuant to its command on the 26th day of May A.D. 1885 I served the same by handing to the within Anna A. Haynie and J. Thomas Haynie a true copy with the endorsements thereon. Service $5 Mileage 16 Cop. 40 = $1.81.

M. Hopkins Sheriff. By A. G. Deputy

Afterward on the 7th day of July 1885 the following entry was made on the Journal of said Court, to-wit:

Entry 4841

J. F. Reiff
vs
Anna A. Haynie et al

And now comes the said J. F. Reiff by A. T. Cass. enter his attorney and the said defendants still failing to answer or demurr to said petition it is considered that the said plaintiff is entitled to an account of the money due him in the premises, and the Court after hearing the evidence do find that there is due to the plaintiff on the note and mortgage in said petition described including interest @ 8% computed to this 7th day of July 1884. the sum of Five Hundred & thirty three & 50/100 Dollars.

It is therefore considered by the Court here that the plaintiff recover of said defendants the said sum of Five Hundred & Thirty three & 50/100 Dollars with interest @ 8% from the 7th day of July 1885 the sum so found due as aforesaid and also his costs taxed to $-

And it is further ordered and adyudged that in case the said defendants fail to pay, for five days from the 7th day of July 1885, to said Plaintiff the said sum of $533.50 so as aforesaid found due with 8% interest thereon from this 7th day of July 1885 and costs of suit, an order issue to the Sheriff of said County, commanding him to cause the said lands and tenements in said petition described to be appraised advertised and sold according to law, and apply the proceeds of said Sale in satisfaction of said sum so found due with costs of suit.

Attest: J. D. Bumgarner, Clerk.

Petition 4495.

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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 10th 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.

Heretofores to-wit= On the 22d day of March 1884 the following Petition was filed with the Clerk of said Court, to-wit:

Petition 4495.

Jacob Leonard Plff
vs
Simon Skuls Et al
Anna M Skuls Deft

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

Plaintiff says: That on the 28th day of March A.D. 1881 the defendant Simon Skuls made and delivered to Thomas Burroughs his two promissory notes of that date of which the following are copies

"$200.00 March 28th 1881"

"Two years after date I promise to pay to Thomas Burroughs or order"
"the sum of Two Hundred Dollars with interest at 6% from date"
"for value received. "Simon Skuls."

Endorsed: Pay to Jacob Leonard or bearer, without recourse. March 29th 1881
Thomas Burroughs. Rec'd on the within note One Hundred Dollars to date
February 26th 1883.

$200.00 March 28th 1881

Three years after date I promise to pay to Thomas Burroughs or order, the sum of Two Hundred Dollars with interest at 6% from date for value received. "Simon Skuls"

Endorsed: Pay to Jacob Leonard or bearer without recourse, March 29th 1881. Thomas Burroughs.

Plaintiff is now the legal owner and holder of said notes by purchase before due for a full, fair & valuable consideration.

At the time of delivery of said notes, and to secure the payment of the same the defendants, Simon Skuls & Anna M. Skuls duly executed and delivered to said Thomas Burroughs, their Mortgage deed and thereby conveyed to said Thomas Burroughs his heirs & assigns the following premises: Situate in the Township of Lusbugh, County of Union and State of Ohio. Part of Virginia Military Survey No 3694 and bounded & described as follows, to-wit: Beginning at a large stone in the original west line of the Survey and north west corner to R B Smith's land. thence with the north line of said Smith's land S 81° E. 99 1/10 poles to a stone corner with pieces of Brick-bats & pieces of Stone crock under it. corner of David Moore's land and in the center of the Grassy Run, road thence with said road and the west line of said Moore's land N. 7° E. 64 1/5 poles to a corner, in said Grassy Run Road, thence N. 81° E. W. 55 1/10 poles to a corner, thence 7° W. 28 1/5 poles to a corner, thence N. 81° E. W. 44 poles to a corner in the west line of said Survey No. 3694, and thence following said west line of said Survey S. 7° 41' W. 36 poles to the place of beginning containing Thirty two acres of land, Excepting therefrom four acres of land from said tract, conveyed by deed from Thomas Burroughs and wife to Eliza Bees, subject to metes & bounds

in the terms of her conveyance, Also excepting therefrom five acres of land off said tract, conveyed by deed from Thomas Burroughs and wife to B. H. Welch, subject to metes & bounds in the terms of his conveyance. The tract of land conveyed by this deed is estimated to contain twenty three acres of land more or less.

Said mortgage was conditioned in substance that if the said Simeon Skeels should pay or cause to be paid to said Thomas Burroughs, his heirs or assigns, the said promissory notes, then said mortgage to be void. On the 29th day of March 1881 at 3 o'clock P.M. said mortgage was duly left for record at the Recorders Office of Union County, Ohio. and was duly recorded in Book 16. Page 557 of the records of Mortgages of Union County, Ohio.

On the 29th day of March A.D. 1881 the said Thomas Burroughs, for a full, fair & valuable consideration, sold, assigned and transferred all his right, title & interest in said mortgage to the said plaintiff, which assignment is duly written on said mortgage and recorded in said record.

Said deed has become absolute. There is due & remaining unpaid on said indebtedness the sum of One Hundred & twenty two & 93/100 dollars with 6% interest thereon from the 26th day of February A.D. 1883. There is also the sum of Two Hundred dollars due March 28th 1884 on said second note, together with 6% interest on said sum from March 28th 1881. Plaintiff therefore prays that judgment be rendered against said defendant Simeon Skeels for said sum of One Hundred & twenty two & 93/100 dollars with 6% interest thereon from the 26th day of Feb. 1883. That said mortgage may be foreclosed the said premises ordered to be sold, and the proceeds thereof applied to the payment of said indebtedness, and that if said second note aforesaid be not paid, then that the amount due thereon be included in the decree for said sale, and for all other proper relief in the premises

Brodrick & McCampbell Attys for Plaintiff.

State of Ohio, County of Union ss. Jacob Leonard, the plaintiff, being sworn makes oath that the facts stated in the foregoing petition are as affiant believes true.

Jacob Leonard.

Sworn to by said Jacob Leonard before me and signed by him in my presence this 22d day of March A.D. 1884

(Seal) J. S. Burgner Clerk,

Praecipe Clerk: Issue Summons to defendants, to Sheriff of Union County, Ohio returnable according to law. Endorse, Judgment $122 93/100 and 6% interest from February 26th 1883 and foreclosure of mortgage and other relief.

Brodrick & McCampbell, Attorney for Plff.

On the 22d day of March 1884 a Summons was issued by the Clerk of said Court, to-wit:

Summons. The State of Ohio Union County, s.s. To the Sheriff of the County of Union, Greeting: We command you to notify Simeon Skeels and Anna N. Skeels that they have been sued by Jacob Leonard in the Court of Common Pleas of Union County and that unless they answer by the 19th day of April A.D. 1884

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the petition of said Jacob Leonard against them filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 31st day of March A.D. 1884. Witness my hand and the seal of said Court this 22d day of March A.D. 1884.

(Seal)

J.D. Burgner, Clerk.

Endorsed; In action for foreclosure of Mortgage & other relief Amount claimed $122 93/100 and 6% int from Feb. 26th 1883.

Sheriffs Return. The State of Ohio, Union County ss. Received this writ March 22d A.D. 1884 at 2 oclock P.M. and pursuant to its command on the 29th day of March A.D. 1884 I served the same by delivering to the within named Anna M. Skeels and by leaving at the usual place of residence of the within named Simeon Skeels a true copy of this writ with endorsements thereon. Service .45 Mileage $2.00 Copy .40 = $2.85

John Hobencack, Sheriff.

On the 28th day of April 1884 a Motion was filed with the Clerk of said Court to-wit:

Motion

Jacob Leonard
vs.
Simeon Skeels et al } Union County Court of Common Pleas

Now comes Lizzie Coles and moves the Court to make here a party to the above suit for the reason that she is the owner of the land described in said petition and necessary party thereto.

J.M. Kennedy Atty.

On the 28th day of April 1884 the following Entry was made on the Journal of said Court to-wit-

Entry

Jacob Leonard
vs
Simeon Skeels, et al }

This day this cause came on to be heard upon the motion of Lizzie Coles to be made a party defendant to this cause which motion was sustained with leave to Lizzie Cole to answer by May 3d 1884. without prejudice to order of Sale taken herein.

On the 1st day of May 1884 an Answer was filed with the Clerk of said Court, to-wit=

Answer.

Jacob Leonard
vs
Simeon Skeels et al } Union County Court of Commons Pleas

Now comes the defendant Lizzie Coles and for her separate answer to the petition of the Plaintiff says she admits the making of the mortgage and the notes as set out in the petition but says that she is now the owner of said premises therein described, by purchase and by deed executed on the 30th day of December 1881 from the said defendants Simeon Skeels & wife. She further says that as such owner and by reason of said purchase she has paid on said lands of the purchase money, the sum of

$700.00 and that there remains due thereon said sum as claimed in said petition. She therefore asks that if the same is sold under said order of foreclosure that the surplus of said sale after paying said debt and costs, be ordered by the Court here paid over to this defendant Lizzie Cole and for all proper relief in the premises.

J. McKennedy Atty for Deft Lizzie Cole.

State of Ohio, Union County ss. Lizzie Cole being duly sworn says the facts and allegations in the foregoing answer are as she believes true.

Lizzie Cole.

Sworn to and subscribed by the said Lizzie Cole before me this 12th day of May A.D. 1884.

Seal

J.B. Burgner, Clerk

Afterward on the 17th day of May 1884 the following Entry was made on the Journal of said Court, to wit=

Entry

Jacob Leonard
vs
Simeon Skeels et al.

This day this cause came on for hearing and the defendants Simeon Skeels & Anna M. Skeels 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 defendant Simeon Skeels is indebted to the plaintiff herein in the sum of One hundred & Thirty one 2/100 Dollars with 6% interest thereon from the 14th the day of April A.D. 1884. It is therefore considered and adjudged by the Court that the said plaintiff recover of & from said Defendant Simeon Skeels the said sum of One Hundred & Thirty one 2/100 Dollars with 6% interest thereon from April 14th 1884 and his costs herein expended taxed to $ The Court further find that since the filing of the said petition the said second note therein set forth has become due and that there is due thereon from said defendant Simeon Skeels to said plaintiff the sum of Two Hundred & Thirty six 03/100 Dollars with 6% interest thereon from April 14th 1884. The Court further find that in order to secure the prompt payment of said notes the said defendant Simeon Skeels and the Deft Anna M. Skeels, his wife, executed and delivered to said Thomas Burroughs their certain mortgage as in said petition described and on the premises therein described that said mortgage was duly recorded in Book 16 P. 557 of the Record of Mortgages of Union County, O. and it is the first & best lien on said premises described in petition The Court further find that said notes & mortgage set forth in said petition were duly assigned to said plaintiff by said Thomas Burroughs and that said plaintiff is now the legal owner & holder thereof. It is therefore considered ordered and decreed that unless the defendants 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 plaintiff herein the sum so found due as aforesaid with int. as aforesaid from the 14th day of April A.D. 1884, the defendants equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue therefor to the Sheriff of Union County, Ohio

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directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

Attest: J. L. Bumgarner, Clerk.

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 18th Judicial District of the State of Ohio on the 18th day of May in the year of our Lord One Thousand Eight Hundred & Eighty five.

Heretofore to-wit: on the 9th day of January 1884 the following Petition was filed with the Clerk of said Court, to-wit:

William F. Wilcox surviving partner of the firm of W. F. Wilcox & Co. a firm composed of William F. Wilcox and William N. Woods. Plaintiffs

vs

J. L. Parmenter, Defendant.

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

Petition #425

And now comes the said William F. Wilcox and says that he is the surviving partner of W. F. Wilcox & Co. a firm composed of William F. Wilcox and William N. Woods, of which William N. Woods is now deceased. He further says that on the day of A.D. the said firm and defendant made a mutual contract whereby the said firm was to furnish material to erect a house for defendant on certain lands then and now owned by said defendant, said defendant agreeing to pay for said material in thirty days after the purchase thereof, which materials were furnished according to agreement and for which defendant is indebted to Plaintiff in a balance on account stated in the sum of Seventy one & 40/100 Dollars, which sum said defendant has not paid or any part thereof. On the 20th day of January 1883 and within four months of the furnishing such material, in order to obtain a Mechanics lien for the amount so due Plaintiff duly filed with the Recorder of Union County an affidavit containing an itemized acct of the amount and value of such materials with all the credits and offsets, a statement of the contract and a description of the land on which such house was built, was duly recorded in Lien Book No 2 Page 212 in said Recorder's Office. The property on which said house was erected is described as follows, to-wit- Situated in the Village of Marysville, County of Union & State of Ohio and known as all of lot Four Hundred & Nine (409) in Freshwaters addition to Marysville Ohio. Defendant is indebted to Plaintiff on account of the premises in the sum of Seventy one & 40/100 Dollars with interest from Jan. 20th 1883. Whereupon Plaintiff asks that said property may be sold and the proceeds applied to pay said demands of $71.40 with interest from January 20th 1883 as aforesaid

and for such other relief as is proper

Powell & Fulton attys for Plaintiff.

The State of Ohio Union County ss. William F. Wilcox above named Plaintiff being first duly sworn according to law says the facts stated and allegations in the foregoing petition are as he verily believes true.

W. F. Wilcox

Sworn to before me and subscribed in my presence this 9th day of January A.D. 1884.

(Seal)

E. E. Cole, Notary Public.

Praecipe — J. Clerk: Issue summons for defendant to Sheriff of Union County returnable according to law. Endorse Foreclosure of Mechanics Lien for $714.0 with int. at 8% from Jan. 20th 1883.

Powell & Fulton Attys for Pl'ff.

On the 9th day of January 1884 a 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 Union, Greeting: We command you to notify J. L. Parmenter that he has been sued by William F. Wilcox, surviving member of the firm of W. F. Wilcox & W. T. Woods partners as W. F. Wilcox & Co in the Court of Common Pleas of Union County and that unless he answers by the 9th day of Jan. A.D. 1884 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 21st day of January A.D. 1884.

Witness my hand and the seal of said Court, this 9th day of Jan A.D. 1884

(Seal)

J. S. Burgner, Clerk.

Endorsed. Ex action for Foreclosure of Mechanic's Lein for $714.0 with int. at 8% from Jan. 20th 1883.

Sheriff's Return — The State of Ohio Union County ss. Received this writ January 9th A.D. 1884 at 10 o'clock A.M. and pursuant to its command on the 11th day of January A.D. 1884 I served the same by delivering a certified copy thereof with the endorsments thereon to the within named defendant.

Service .30 Mileage .16 Copy .20 = .66

John Hohensack Sheriff.

Afterward on the 20th day of May A.D. 1885 the following Entry was made on the Journal of said Court, to-wit=

Entry — W. F. Wilcox & Co vs J. L. Parmenter

This cause coming on this day to be heard was submitted to the Court upon the pleadings and evidence and on consideration thereof the Court find that there is due to said Plaintiff from the defendant on account of the materials furnished as set forth in the petition the sum of $84.65 and that the same is a lein on the premises described in the petition by reason of the Mechanic's Lein therein described and recorded in Book 2 Page 212 of the County Records of Lenis; and that said Plaintiff is entitled to have said lein enforced.

Petition #760

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It is therefore considered that the plaintiff recover from the defendant the said sum of $84.65 to gether with his costs herein expended; and that unless the said judgment is paid within 10 days from the entry hereof an order may issue to the Sheriff of Union County Ohio, commanding him to sell said premises, as upon execution, and of his proceedings in the premises to make due return to this court.

Attest: J. D. Bongner. Clerk.

Pleas before his Honor John A. Price Judge of a Court of Common Pleas, begun and held at the Court House in the town of Marysville, within & for the County of Union of the Third Sub-division of the 18th Judicial District of the State of Ohio, on the 16th day of February in the year of our Lord One Thousand Eight Hundred & Eighty five.

Heretofore, to-wit: on the 14th day of February 1885 the following petition was filed with the Clerk of said Court, to-wit:=

Petition 4760

Morris H. Hill Assignee of S. M. Blake & A. J. Blake.
vs
Jason Case and Lovinia Case, his wife.
} Court of Common Pleas Union Co. Ohio.

The Plaintiff says= On or about the 4th day of January 1884 Sherman M. Blake & A. J. Blake made and delivered to him a deed of assignment of all their property in trust for the benefit of their creditors, which deed was on or about said date filed in the Probate Court of Union County, Ohio. And said assignee gave bond according to law and was legally authorized by said Court to act as said assignee and has ever since and now is acting in that capacity. That on or about the 27th day of February 1884 the defendants Jason Case executed and delivered to said plaintiff his three promissory Notes for the sum of $400.00 each dated Feb. 27th 1884, one due December 1st 1884, one due Feb. 10th 1885, and one due Feb. 10th 1886. and bearing 6 per cent interest from Feb. 11th 1884. Copies of which notes are hereto attached, marked "Exhibit A" "Exhibit B" & "Exhibit C" and made a part of this petition.

The defendants Jason Case and Lavinia Case on or about said 27th day of February 1884 to secure the payment of said notes executed and delivered to plaintiff their mortgage deed and thereby conveyed to said plaintiff his successors & assigns the following premises, situated in the township of Claiborne County of Union and State of Ohio, and bounded & described as follows: The South half of the premises described as follows:

Beginning at a stake in the line of land formerly owned by James J. Thompson and running thence S. 89° 43' E. 48 poles to a stake in the line of said Thompson's land: thence N 17° 40' W. 13 1/3 poles, thence N. 89° 43' W. 48 poles to a stake; thence

S. 17° 40' E. 13⅓ poles to the place of beginning - containing Four (4) acres of land. Also the following described premises: Thirteen (13) feet off of the South side of Lot No Sixty nine (69) and Five (5) feet off of the North side of Lot No Seventy (70) in the Village of Richwood, Union County, Ohio - for further description of said lots see recorded Plat of said Village. The condition contained in said mortgage was in substance that if the said Jason Case should pay or cause to be paid said notes when they became due according to the tenor thereof then said mortgage to be void, otherwise to be & remain in full force & virtue in law forever. On the 28th day of February 1884 abt 1¾ oclock P.M. said mortgage was filed in the Office of the Recorder of Union County Ohio and was by him recorded on the 29th day of February 1884. in Book 20. Page 531 of Records of Mortgages of said County. The said deed has become absolute. There is now due & remaining unpaid upon said indebtedness marked "Exhibit A" & "Exhibit B" the sum of ($800 00) Eight Hundred dollars with 6 per cent interest thereon from Feb. 11th 1884. and there will be due on said note marked "Exhibit 6" Feb. 10th 1886. the sum of $400 00 with 6 per cent interest thereon from Feb. 11th 1884, and said notes were given for the purchase money of the second piece of property herein described. Therefore Plaintiff prays that he may have judgment against said defendant Jason Case for said sum of $800 00 and 6 per cent interest thereon from Feb. 11th 1884. That said mortgage may be foreclosed, said premises ordered to be sold and the proceeds applied to the payment of said Plaintiffs claim according to law and that execution may be awarded for the balance.

S.S. Gardiner, for Plaintiff.

State of Ohio. Union County ss. M.W. Hill being duly sworn says the facts and allegations set forth in the foregoing petition are true as he verily believes.

M.W. Hill.

Sworn to & subscribed in my Presence this 14th day of February 1885.

Seal

F.P. Crailly, Mayor.

Copy of Notes

Exhibit "A" $400 00 Richwood Ohio. Feb. 27th 1884

December 1st 1884 after date I promise to pay to the order of Morris W. Hill Assignee, Four Hundred Dollars at Bank of Richwood, value received. with interest at 6 Percent from February 11th 1884.

This note is secured by mortgage.

Jason Case.

"Exhibit B" $400 00 Richwood O. Feb. 27th 1884.

Feby 10th 1885 after date I promise to pay to the order of Morris W. Hill, Assignee. Four Hundred Dollars, at Bank of Richwood, value received, with interest at 6 per cent from Feb. 11th 1884.

This note is secured by Mortgage.

Jason Case

"Exhibit 6" $400 00 Richwood, Ohio. Feb. 27th 1884.

Feb. 10th 1886. after date I promise to pay to the order of Morris W. Hill, assignee, Four Hundred Dollars at Bank of Richwood, value received, with int. at 6 per cent from Feb. 11th 1884

This note is secured by mortgage.

Jason Case

Praecipe

There are ... To Clerk; Issue ... Sheriff of Union ... $800 00 and ...

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Summons.

The State ... Greeting: ... that they ... the Court ... answer by ... M.W. Hill. ... said Court ... rendered ... mons ...

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Sheriffs Return

The State ... A.D. 1885 at ... of February ... named def ... Service. 45 ...

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There are no indorsments on said notes.

Praecipe — To Clerk; Issue summons on Petition in above case for defendants to Sheriff of Union County returnable according to law, amount claimed $800.00 and interest thereon at 6% from Feb. 11th 1884 & foreclosure of mortgage.

On the 14th day of Feb. A.D. 1885 a 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 Union Greeting. We command you to notify Jason Case & Lavonia Case that they have been sued by M.W. Hill, assignee of S.M. & A.J. Blake 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 the said M.W. Hill, assignee &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 23d day of Feb. A.D. 1885.

Witness my hand and the seal of said Court, this 14th day of Feb. A.D. 1885.

Seal

J.C. Burgner Clerk.

Endorsed, Ds action for Foreclosure of Mortgage amount claimed $800.00 and 6% int. from Feb. 16th 1884.

Sheriff's Return — The State of Ohio Union County ss. Received this writ February 16th A.D. 1885 at 1 o'clock P.M. and pursuant to its command on the 23d day of February A.D. 1885 I served the same by delivering to the within named defendants a true copy of this writ with endorsments thereon Service .45 Mileage $2,56 Copy .40

M. Hopkins Sheriff By A. Goodwin Deputy.

On the 17th day of March 1885 the following entry was made on the Journal of said Court, to-wit=

Entry — Morris W. Hill Assignee of S.M. Blake & A.J. Blake vs Jason Case and Lavonia Case. } Court of Com. Pleas. Union County, Ohio.

This day came the plaintiff by his attorneys and the defendants being in default for answer or demurrer to the Petition of said plaintiff, the Court find the allegations therein are confessed by them to be true. The Court further find that the defendant Jason Case executed and delivered to said plaintiff the four several notes as set forth in the petition. That two of said notes were past due when the petition was filed. and that the other note is not yet due. The Court further find that there is due to the plaintiff on the notes which are over due with interest thereon the sum of $852.00

It is therefore considered by the Court that the said plaintiff W.W. Hill as Assignee of S.M. Blake & A.J. Blake recover from the defendant Jason Case that said sum of $852.00 and his costs herein expended taxed at $—

The Court further find that the defendants Jason Case and Lavonia Case, his wife, executed and delivered to the said plaintiff W.W. Hill assignee as aforesaid, the mortgage described in the petition described and on the premises therein described

The said mortgage was duly recorded in Book No 20, Page 531 of the Records of Mortgages of Union County, Ohio and is the first & best lien on the Premises described in the Petition. The Court find that the condition of defeasance in said mortgage has been broken and that the said plaintiff is thereby entitled to have defendants equity of redemption foreclosed. It is therefore considered and decreed that unless the said defendants 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 said plaintiff the sum of $852.00 with interest from the date of this decree 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, Ohio. directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

Afterward on the 3rd day of April 1885 an Order of Sale was issued by the Clerk of said Court, 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 7th day of March A.D. 1885 in the cause of M.W. Hill Assignee of S.M. & A.J. Blake. Plaintiff and Jason Case et als Defendants. said M.W. Hill obtained a judgment or decree against the said Jason Case et al. for the sum of Eight Hundred & Fifty Two Dollars and Dollars costs of suit. And whereas it was then and there by said Court ordered, adjudged & decreed that the said Jason Case shall within 5 days from the 7th day of March A.D. 1885 pay unto the said M.W. Hill. the said sum of Eight Hundred & Fifty two Dollars with interest from the 7th day of March A.D. 1885 at the rate of 6% 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 procud according to the Statutes regulating judgments & executions at law. to sell the real estate described in Plaintiffs petition &c. And whereas the five days aforesaid have fully expired and the said sum of $852.00 with interest & costs have not been paid as aforesaid as appears to us of record: You are therefore commanded to procud and appraise, advertise and sell as aforesaid the following lands and tenements, to-wit: Situate in Township of Claibourne, County of Union and State of Ohio. bounded and described as follows: The south half of the premises described as follows: Beginning at a stake in the line of land formerly owned by James J. Thompson and running thence S. 89°. E. 48 Poles to a stake in the line of Thompson land, thence N 17° 40' W. 13⅓ Poles thence N 89° 45' W. 48 Poles to a stake, thence S. 17° 40' E. 13⅓ Poles to place of beginning containing 4 acres of land.

Also Thirteen feet & 8/8 the South side of Lot No 69 and 5 feet & 8/8 the north side of Lot No 70 in the Village of Richwood Union County Ohio. for further description of said lots as Recorded plat of said Village

Sheriffs Return.

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We therefore command you That you proceed to carry said order, judgment & decree into execution, agreeably to the tenor thereof and that you expose to sale the above described real estate under the Statute regulating sales on execution, and that you apply the proceeds of such sale in satisfaction of said judgment & decree with costs & interest as specified therein; and that you make report of your proceedings herein to our Court of Common Pleas within 60 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 3d day of April A.D. 1885.

(Seal)

J.S. Burgner Clerk. By W.W. Knight Deputy

Sheriff's Return. Received of Defendant $14.47 being costs in full. Writ returned by order of Plaintiff

M. Hopkins, Sheriff.
By A.F. Goodwin Dep'ty.

Att'st: J.S. Burgner, Clerk.

Pleas before his Honor John A Price Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union of the Third Subdivision of the 18th Judicial District of the State of Ohio on the 18th day of May in the year of our Lord One Thousand Eight Hundred & Eighty five.

Heretofore to-wit: on the 7th day of February 1885 the following petition was filed with the Clerk of said Court, to-wit=

Petition #745

Isabel Columber Plaintiff
vs.
Joseph A Steiner Deft.
} Court of Com. Pleas. Union County, Ohio.

Plaintiff says that defendant is indebted to her in the sum of ($1170) Eleven Hundred & Seventy Dollars for work & services performed by plaintiff for defendant at his request, as a household servant between the first day of May 1875 and the first day of November 1884 as follows: From May 1st 75 to May 1st 76 @ $1.50 per week $78.00. From May 1st 76 to May 1st 77 @ $1.50 per week $78.00. From May 1st 77 to May 1st 78 @ $1.50 per week $78.00. From May 1st 78 to May 1st 79 @ $3.00 per week $156.00 From May 1st 1879 to May 1st 80 @ $3.00 per week $156.00 From May 1st 80 to May 1st 81 @ $5.00 per week $260.00 From May 1st 81 to May 1st 82 @ $2.00 per week $104.00 From May 1st 82 to May 1st 83 @ $2.00 per week $104.00 From May 1st 83 to May 1st 84 @ 2.00 per week $104.00 From May 1st 84 to November 1st 84 at $2.00 per week $52.00 = $1170.00

Said services were reasonably worth the sum of $1170.00 which become due on the 1st day of November 1884 and no part of said sum has been paid. Wherefore plaintiff asks judgment in said sum of Eleven Hundred and Seventy dollars with interest at 6% per annum from the 1st day of November 1884

W.T. Hoops, Atty.

State of Ohio Union County ss. Isabel Columber being sworn says that she believes the facts stated in the above petition

Isabel + Columber
mark

to be true.

Sworn to before me and signed in my presence this 7th day of February 1885

A.T. Carpenter Notary Public

Clerk: Issue summons for above named Defendant returnable according to law, Endorsed Action for work & Labor, Amount claimed $11.70 with interest at 6% from Nov. 1st 1884.

Entry — On the 7th day of Feb. A.D. 1885 a 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 Union Greting: We command you to notify Joseph A. Stiner that he has been sued by Isabel Columber in the Court of Common Pleas of Union County and that unless he answers by the 7th day of March A.D. 885 the Petition of said Isabel Columber 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 16th day of Feb. 1885. Witness my hand and the seal of said Court, this 7th day of February A.D. 1885.

E & D — J.B. Burgner Clerk

Endorsed, Action for work & labor, Amount claimed $11.70 at 6% int. from Nov. 1st 1884.

Sheriff's Return — The State of Ohio, Union County ss. Received the writ Feby 7th A.D. 1885 at 3 o'clock P.M. and Pursuant to its command on the 12th 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. Service 30 Mileage $1.20 Copy 20. Total $1.70

Marion Hopkins, Sheriff.
By A.H. Goodwin Deputy.

On the 7th day of March 1885 an answer was filed with the Clerk of said Court, to-wit:

Answer — Isabel Columber vs Joseph Stiner } In Court of Common Pleas, Union County, Ohio.

Now comes the said defendant Joseph Stiner and for answer to Plaintiff's petition says= 1st That he denies each and every allegation in said petition contained, but answering further says= 2d That if said services were ever rendered by plaintiff as accounted and alleged that plaintiffs cause of action on the first, second & third items of said account of services alleged, to-wit: for the years ending respectively May 1st 1876. May 1st 1877 and May 1st 1878 did not accrue within six years before this action was begun, and further 3d That if said services were ever rendered by plaintiff as accounted & alleged. That on or about the day of November 1884 there was an accounting between plaintiff & defendant resulting in a full settlement of all demands of plaintiff against this defendant.

Brodrick & McCampbell Attys for Deft.

The State of Ohio Union County ss Joseph Stiner, defendant, being duly sworn says that the facts stated and allegations made in his foregoing answer are as he verily believes true.

J.A. Stiner.

Entry — Sworn to [illegible] him in my presence

State of Ohio

On the [illegible] of said Court

Isabel C. vs Joseph A.

this cause coming on to be heard upon the petition of the plaintiff, the answer of the defendant, the testimony introduced by the parties, the arguments of counsel, and by consent of parties the testimony of J.A. Southard, C.M. Ingram, Moses Thomas, and others was taken in writing, and the cause was submitted to the Court upon the pleadings, the testimony in writing, and the arguments of counsel, and the Court having duly considered the same, and being fully advised in the premises, finds that the plaintiff is entitled to recover of the defendant the sum of $11.70 with interest thereon at the rate of 6% per annum from the 1st day of November 1884 until paid, and that the defendant is entitled to a set-off against the plaintiff's claim in the sum of $11.70 with interest thereon at the rate of 6% per annum from the 1st day of November 1884 until paid, and that the defendant is entitled to recover of the plaintiff his costs herein expended, and that execution issue therefor.

It is therefore considered, ordered and adjudged by the Court that the plaintiff have and recover of the defendant the sum of $11.70 with interest thereon at the rate of 6% per annum from the 1st day of November 1884 until paid, and that the defendant have and recover of the plaintiff his costs herein expended, and that execution issue therefor.

To which finding and judgment of the Court the plaintiff excepts, and the defendant excepts to the finding of the Court upon the 4th Defense, and to the admission of evidence by the Court after the close of the case.

On the [illegible] Journal of said Court

Isabel C. vs Joseph A.

Entry — the motion for a new trial heretofore filed by the plaintiff herein coming on to be heard, and the plaintiff appearing by counsel, and the defendant not appearing, and the said motion having been submitted to the Court upon the pleadings, the testimony introduced by the parties, the arguments of counsel, and the Court having duly considered the same, and being fully advised in the premises, finds that the said motion is not well taken, and that the same should be overruled, to which finding and judgment of the Court the plaintiff excepts, and the said motion is overruled.

On the [illegible] Journal of said Court

Isabel C. vs Joseph A.

Motion — And now comes the plaintiff herein and moves the Court for an order allowing him an appeal from the judgment heretofore rendered herein to the Circuit Court of Union County, Ohio, and that a transcript of the proceedings herein be certified to said Court, and that the bond on appeal be fixed by the Court, and that the plaintiff be allowed to prosecute his appeal herein without giving bond, and that the Court fix the amount of the bond to be given by the plaintiff herein, and that the plaintiff be allowed to prosecute his appeal herein without giving bond.

Sworn to by said Joseph Stiner before me and subscribed by him in my presence this 7th day of March 1885.

Seal

Frank N. Hamilton Notary Public.

On the 17 day of June 1885 the following entry was made on the Journal of said Court to-wit=

Entry

Isabel Columber
vs
Joseph A Stiner

This day came the parties by their attorneys, and this cause came on to be tried; and thereupon came a Jury to-wit: J.H. Southard, H.M. Amerine, John Hobensack, Isaac Willet, David Logan, C.M. Ingman, J.A. Henderson, Wm Jordan, James Moran, Wm Martin Moses Thompson & H.H. Robb. who being duly impannelled & 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 the 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 & figures following, to-wit: The State of Ohio Union County ss. May term A.D. 1885: Town: June 17th 1885 Isabel Columber vs Joseph A Stiner, We, the jury in this case, being duly impannelled and sworn do find and say that we find for the Plaintiff in the sum of $400 00 in addition to property already rec'd by Plaintiff.

John Hobensack, Foreman.

On the 18th day of June 1885 a Motion was filed with the Clerk of said Court, to-wit=

Motion

Isabel Columber
vs
Joseph A Stiner

In the Court of Common Pleas, Union County O.

Defendant moves for a new trial for the following reasons to-wit= 1st The damages given by the jury are excessive, 2 The verdict is against the weight of the evidence & the law. 3 The Court erred in charging the Jury. 4th Defendant has, since the trial, discovered new & material evidence in this cause, of which he was entirely ignorant until after the case was given to the Jury.

Brodrick & McCampbell Attys for Defts.

On the 8th day of July 1885 the following entry was made on the Journal of said Court, to-wit=

Entry

Isabel Columber
vs
Joseph A Stiner

This day this cause came on to be heard upon the motion of the defendant to set aside the verdict & for a new trial herein and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do overrule said motion. It is therefore considered and adjudged

by the Court that the said Plaintiff do recover from said defendants the said sum of Four Hundred Dollars, as herein before by the verdict of the Jury, found due her with interest from May 18th 1885 together with the costs herein taxed to $. and unless said judgment & costs are paid on or before December 1st 1885 then an execution shall issue herein for the collection thereof.

Attest: J. D. Burgess Clerk.

Pleas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the Third Subdivision of the State of Ohio, on the 18th day of May in the year of our Lord One Thousand Eight Hundred & Eighty five.

Heretofore, to wit: on the 15th day of July 1884 the following Petition was filed with the Clerk of said Court, to-wit=

Petition $555

Lavenia Spain, Plaintiff
vs
Abraham Spain Executor and S. A. Spain Executrix of the last will of Abraham Spain
} To the Court of Common Pleas, Union County, O.

The said plaintiff says: That said plaintiff & defendants are the executors of the last will of Abraham Spain deceased. That on or about the first day of October 1871 The said Abraham Spain, then in full life and now deceased, sold certain hay belonging to the plaintiff for which he received the sum of One Hundred Dollars and which sum then become due & payable to plaintiff from the said Abraham Spain deceased, and for which she then made a charge in her book against him, in the words & figures following.

Fall of 1871. Abraham Spain Debtor to Lavenia Spain for hay sold by him. $100 Cr

That said Abraham Spain in his life time made the following payments upon said indebtedness and at the dates following to-wit= September 23d 1873 $19.00 August, 1880 paid $10.00 which payments were then entered on said book and a regular book of account kept of said transaction.

No other or further payments have been made upon said indebtedness and there is now justly due to the plaintiff thereon from said defendants as executors of the last will of said Abraham Spain deceased, the sum of Seventy one dollars with interest on $100 from August 1st 1871 to September 23d 1873 and interest on Eighty one dollars from September 23d 1873 to August 1st 1880 and interest on Seventy one dollars from August 1st 1880 to the present time.

A true copy of said account is hereto attached Marked Exhibit "A"

The plaintiff says that on the 24th day of June 1884 she duly made out a statement of her said account in writing and made oath thereto as required by law and presented the same to said defendants as such executors of said Abraham Spain for allowance & payment, and on the 25th day of June 1884 said defendants rejected said claim and

Answer

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wrote their said rejection upon the back thereof and they wholly refused to allow said claim against said estate.
Wherefore the said plaintiff asks judgment against said defendants as the executors of the last will of said Abraham Spain deceased, in the sum of Seventy one dollars and Eighty & 66/100 Dollars interest making the sum, told, of One Hundred & Fifty one 66/100 Dollars. and for all proper relief.

Cameron & Woodburn Attys for Pltff.

State of Ohio Union County ss. Lavenia Spain plaintiff being first duly sworn deposes & says, that the facts stated and the allegations made in her foregoing petition are true as she believes.

Lavenia Spain.

Sworn to before me by said Lavenia Spain and by her signed in my presence this 18th day of July 1884.

Adam Wolford J.P.

Fall of 1871. Abraham Spain Dr to Lavenia Spain for hay sold by him $100 Sept 23d 1873. Paid $19 Aug. 1st 1880 Paid $10

The issuing & service of summons is waived in this case and the appearance of the defendants entered.
July 15th 1884.

Brodrick & McCampbell, Attys for Defts.

On the 18th day of August, 1884. An Answer was filed with the Clerk of said Court; to-wit=

Answer

Lovena Spain
vs
Abraham Spain etal Executors &c.

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

And now come the said defendants and for answer to the plaintiffs petition herein filed say:
That they admit that they are the executors of the last will & testament of Abraham Spain, duly qualified in the premises. and that said plaintiff presented to these defendants the pretended account in said petition set forth and these defendants deny each and every other allegation in said petition contained. These defendants further answering say that about the 30th day of August A.D. 1875 the said Abraham Spain, now deceased, settled all accounts then existing between plaintiff & himself. Further answering these defendants say that the credit in said petition mentioned of $10 dated Aug. 1880 was money paid by decedent to said plaintiff as administrator of the estate of plaintiffs husband John Spain, then deceased, and was money collected by said decedent as such administrator and that more than six years had elapsed after the said pretended account was created or any payments were claimed to have been made thereon, and that if there ever was any account existing from said decedent to said plaintiff the same was and is barred by the Statute of limitations of the State.

Brodrick & McCampbell Attys.

The State of Ohio County of Union ss. Abraham Spain one of the defendants being sworn makes oath that the facts stated in the foregoing answer are as affiant believes, true.

Abraham Spain.

Sworn to by said Abraham L Spain before me and signed by him in my presence this 18th day of August A.D 1884.

Seal

J.B. Burgner Clerk.

On the 3d day of June 1885 the following reply was filed with the Clerk of said Court, to-wit=

Reply.

Lavenia L Spain
vs
Abraham L Spain
Et-al &c. Defendants

} In Union County Court of Common Pleas.

Now comes the plaintiff and for her reply to the defendants answer, says; That she denies that the account in her petition set forth has been settled and denies that the $10.00 payment was to apply on any other claim than the account in the petition set forth. And she says that said payment was made less than six years before the filing of the petition in the case and the same is not barred on the Statute of Limitation. Plaintiff therefore prays as she has already prayed in her petition

Cameron & Woodburn.
attys for Plaintiff

State of Ohio Union County ss. Lavenia L Spain, plaintiff, being first duly sworn deposes & says that the facts stated and allegations made in her foregoing reply are true as she believes.

Lavenia L Spain.

Sworn to before me and signed in my presence this 3d day of June 1885.

J.B. Burgner Clerk.
By W.M. Wright Deputy.

Afterward on the 9th day of June 1885 the following Entry was made on the Journal of said Court, which reads as follows, to-wit=.

Entry.

Lavenia L Spain
vs
Abraham L Spain
Exec. &c.

} In Union County Court of Common Pleas.

This day came the parties by their attorneys and this cause came on to be heard, and thereupon came a jury, to-wit=. C.M. Ingman, Samuel Gamble, J.A. Thompson J.B. Galloway, J.A. Henderson, David Logan, J.L. Southard, W.H. Leonkright, L.G. Smith, James O'Brian, George Harris, and H.H. Aurine, who being duly empannelled 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 the consent of the parties, or discharged by the Court and after hearing the testimony, arguments of counsel and charge of the Court, the said jurors retired

Verdict.

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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. May Term A.D. 1885. Journal June 1885.

Verdict.

Lovonia Spain }
vs }
Abraham Spain. }

We the Jury in this case being duly impannelled and sworn, do find and say that we find for the Plaintiff and assess her damages at One Hundred and Thirty five & 15/100 Dollars. ($135.15)

C.M. Bigman, Foreman.

Afterward on the 9th day of June 1885 the following Entry was made on the Journal of said Court, which reads as follows;

Entry

Lovonia Spain }
vs }
Abraham Spain as }
Executor & S.A. Spain as }
Executrix of the last will of }
Abraham Spain dec'd }

The Jury at a former day of this term having returned their verdict in favor of the Plaintiff in the sum of One Hundred & Thirty five Dollars & fifteen cents and no motion for a new trial having been made.

It is therefore considered, ordered & adjudged by the Court that the said Plaintiff recover of said Defendant as executors of the last will of Abraham Spain, deceased, the said sum of One Hundred & Thirty five Dollars and fifteen cents, and their costs herein expended, and it is ordered by the Court that said executors allow said sum as a valid claim against said estate of Abraham Spain deceased, and that the same with the costs of this suit be paid out of the assets of said estate

Attest: J.D. Burgner, Clerk.